

OK as to form only

TOWN OF AURORA  
Zoning Board of Appeals Request

Building Application # \_\_\_\_\_  
Building Permit # \_\_\_\_\_

Zoning Appeal Case No. \_\_\_\_\_  
Date \_\_\_\_\_

TO THE ZONING BOARD OF APPEALS, TOWN OF AURORA, NEW YORK

I, (we) Peter J. Sorgi, Esq. <sup>of</sup> as atty for Cardea Health

HEREBY APPEAL TO THE ZONING BOARD OF APPEALS FROM THE DECISION OF THE BUILDING INSPECTOR on APPLICATION NO. \_\_\_\_\_ WHEREBY THE BUILDING INSPECTOR DID DENY

TO Cardea Health  
Name of Applicant

OF 1196 E. Main St, Aurora, NY  
(Street & Number) (Municipality) (State)

- A PERMIT FOR USE
- A VARIANCE FROM ZONING ORDINANCE
- A TEMPORARY PERMIT OR EXTENSION THEREOF
- A CERTIFICATE OF EXISTING USE
- A PERMIT FOR OCCUPANCY

1. LOCATION OF THE PROPERTY

SBL # 165.00-1-28.1 ZONING DISTRICT A

2. PROVISION(S) OF THE ZONING ORDINANCE APPEALED. (Indicate the Article, section, sub-section, and paragraph of the Zoning Ordinance being appealed, by number. Do not quote the Ordinance)

Dist. Reg table R1(S), per A(1), R3(1) + R2(1)

3. TYPE OF APPEAL. Appeal is made herewith for:

- An interpretation
- An exception
- A variance - to the Zoning Ordinance
- A temporary permit

4. A PREVIOUS APPEAL ( ) has  has not been made with respect to this decision of the Building Inspector or with respect to this property

NAMES AND ADDRESSES OF OWNERS OF ABUTTING PROPERTIES ARE:

See attached list marked as an exhibit.

STATE OF NEW YORK  
COUNTY OF ERIE  
City of Buffalo

Peter J Sorgi  
Signature(s)  
26 Mississippi street, Suite 400  
Mailing Address Buffalo, NY 14203

Peter J. Sorgi, being duly sworn, deposed and says that he is the petitioner in this action; that he has read the foregoing Request and knows the contents thereof; that the same is true to the knowledge of deponent.

Sworn to before me this 31<sup>st</sup>  
day of March, 2017

Katherine M Lonsbery  
NOTARY PUBLIC

KATHERINE M. LONSBERY  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 12/27/20 17

# Exhibit A

Alexandra T McGeary & David D Lawrence  
856 Aurora Porterville Rd  
East Aurora, NY 14052

Nicholas D Trbovich c/o Attn: Servotronics Inc  
PO Box 300  
Elma, NY 14059

Michael & Julia Garvey  
1250 E Main St  
East Aurora, NY 14052

Patrice Louise Quinn J/T  
1224 Big Tree Road  
East Aurora, NY 14052

John F Mozrall J/T  
81 Billington Hts  
East Aurora, NY 14052

Marcia & Frederik Hoffman c/o David Hoffman  
1118 East Main St  
East Aurora, NY 14052

Michele Socha c/o Beverly Hills Teddy Bear  
24625 Railroad Ave  
Santa Clarita, CA 91321

Townson Family LLC-C2  
1153 East Main St  
East Aurora, NY 14052



Town of Aurora  
300 Glead Avenue  
East Aurora NY 14052



Zoning Board of Appeals Petitioner's Letter of Intent

Applicants Name Cardea Health  
 Address c/o Hopkins Sorgi + Romanowski PLLC, 26 Mississippi St., Ste 400  
Buffalo, NY 14203  
 Telephone 716.427.7100

Address of appeal 1196 East Main Street, East Aurora, NY 14052  
 Zoning District Table of Dist. Regulations, R1(5), per A(1), ~~R1(5)~~ +  
 Zoning Code Section A R3(1) + R2(1)

- Type of Appeal:
- A PERMIT FOR USE
  - A CERTIFICATE OF EXISTING USE
  - A VARIANCE FROM ZONING ORDINANCE
  - A PERMIT FOR OCCUPANCY
  - A TEMPORARY PERMIT OR EXTENSION THEREOF

GROUND S FOR VARIANCE: (may continue on separate sheet)  
See attached

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ACKNOWLEDGMENT:  
 Pursuant to Section 809 of the New York State General Municipal Law, the appellatant shall state in his written appeal that to the best of his knowledge, no state officer or officer or employee of the Town of Aurora, has any interest in the appellatant as defined in Section 809 of the General Municipal Law. If this statement cannot be made, the nature of any such interest must be disclosed as required by said State Law

Petitioners Signature Paul J Sorgi Date 3-31-17 - see attached authorization  
 Owners Signature Paul J Sorgi Date 3-31-17 - see attached  
statute  
contract

AUTHORIZATION

As the contract vendee and Petitioner / Applicant regarding real property located at 1196 East Main Street, Town of Aurora, NY, we hereby authorize the Project Attorneys, Hopkins Sorgi & Romanowski PLLC to file a variance application on our behalf and execute any required documentation, of the aforementioned property with the Town of Aurora along with applications for any other approvals/permits required from the Town of Aurora and other governmental agencies in connection with the proposed development at said real property.



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Jennifer Jennings, Individually and as Principal of Cardea Health

Dated: April 29, 2016



Modifications of this form must be clearly differentiated.

This Contract is recommended for the sale of improved or unimproved residential real estate. If used for new construction or commercial real estate, appropriate modification is required.



CAUTION: This Contract contains an Attorney Approval Contingency. Read Paragraph ATC1 carefully for the procedure to follow in order to protect your right to have this Contract reviewed and approved, conditionally approved or disapproved by your attorney.

# CONTRACT

Date: 02/15/2016 ("Contract Date")

- 1. PARTIES. The parties are as follows (individually a "Party" and collectively the "Parties"):
  - (A) Seller: Michele Socha David Socha ("Seller")  
Address: \_\_\_\_\_ (Property address if blank)
  - (B) Purchaser: Jennifer Jennings ("Purchaser")  
Address: 3537 Baker Rd Orchard Park NY 14127

2. AGREEMENT. Seller shall sell and Purchaser shall purchase the items described in Paragraphs 3(A) through 3(D) ("Property") and the items described in Paragraph 3(E)(1) - (5) as being included ("Included Items") on the terms stated in this contract, including Paragraphs ATC1 through ATC14 of the attached BAEC/BNAR approved Additional Terms and Conditions of this contract (Rev. 04/30/14) ("ATC"), as well as the Riders and attachments referenced in Paragraphs 3(B) and 16 ("Contract"). This Contract uses defined terms shown as an initial capitalized word(s), initially in quotes and parentheses or as defined in Paragraph ATC13. Unless otherwise indicated, all paragraph references are to paragraphs of this Contract. References to paragraph numbers which are preceded by letters refer to the corresponding riders listed in Paragraph 16. All defined terms and paragraph references used in this Contract shall have such meanings throughout, and in all modifications of, this Contract.

- 3. PROPERTY.
  - (A) Address. No. & Street: 1196 Big Tree Rd Zip Code: 14052  
County of Erie ("County"), Town/City of Aurora, Village of: \_\_\_\_\_, NY.  
Tax Map Identifier (Section-Block-Lot Number) 142489-165-000-0001-028-210
  - (B) Additional Description.
    - Per attached map/survey map  Per attached legal description  Approximate Lot Size: 78 acres
    - Includes interest in a homeowners' association: See Condominium/Homeowners' Association Rider
    - Condominium Unit: See Condominium/Homeowners' Association Rider
  - (C) Current Uses/Improvements:  2 Family dwelling  with 4 car garage  
 Vacant Land: See Vacant Land Rider.  Additional uses/improvements (specify): \_\_\_\_\_
  - (D) Land and Other Items. Unless excluded in Paragraph 3(E), the following items are included:
    - (1) All land; trees; buildings; improvements; oil, gas and mineral rights; and rights appurtenant to the land.
    - (2) All fixtures and property attached or appurtenant to the land, buildings and improvements including: all heating, air conditioning (except window units), plumbing (including septic systems, well pumps, water pumps, sump pumps, water filtration systems and water softeners), electrical and mechanical systems (including hard wired electricity generators); plumbing fixtures; lighting fixtures (including bulbs) and landscaping (except free standing planters); matching kitchen islands; storm windows, storm doors, screens and awnings; exterior T.V. antennas and satellite dishes; garage door openers; weather vanes; window boxes; utility sheds; fences; underground electric pet fencing and equipment; flag poles; in-ground or garage mounted basketball backboards and poles; gas operated post-type outdoor grills; in-ground pools and related equipment; wood-burning stoves, oil and gas fired space heaters, fireplaces, fireplace inserts, screens (including free-standing screens), grates and glass enclosures; wall to wall carpeting and attached runners; linoleum; garbage disposals;

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[Signature]  
Purchaser Initials

ceiling fans, exhaust fans and hoods; security systems; intercom systems; central vacuuming systems (including all hoses and attachments); smoke detectors; carbon monoxide detectors; mirrors; window shades, curtain rods and traverse rods; all styles of window and door blinds; cabinet and wall-mounted appliances; all appliances set forth in Paragraph RPR1, if applicable; and all motors, transmitters, receivers, controls, system operation keys, remote units and all component parts.

- (3) If presently on the Property and unless free-standing, all cabinets, shelving, dishwashers, refrigerators, ovens, ranges, microwave ovens, trash compactors, humidifiers, dehumidifiers and air filtration systems.
- (4) Seller's rights in and to public and private streets, highways, alleys, driveways, easements and rights of way.
- (5) Seller's rights to receive all future rents and royalties due under any lease, agreement or tenancy.

(E) Included and Excluded Items.

- (1) Above ground pool(s) and related equipment are  Included;  Excluded;  N/A
- (2) Hot tub(s)/spa(s) and related equipment are  Included;  Excluded;  N/A
- (3) Outdoor play set(s) are  Included;  Excluded;  N/A
- (4) Speakers (recessed, wall mounted and outdoor) and speaker wiring are  Included;  Excluded;  N/A
- (5) The following items are included: refrigerators, stoves, washers and dryers and lawn mowers

- (a) in substantially the same condition as of the date of the Property Inspection (as defined in Paragraph 9) if any, or if none is conducted, as of the Contract Date, subject to the obligations set forth in Paragraph 5 ("As-is"); or
- (b) in the condition existing at Closing (as defined in Paragraph 4(C)) ("**a**") if blank).
- (6) Unless specifically included in Paragraph 3(E), Paragraph 20 or a rider or addendum to this Contract, the following items are excluded: furniture; household furnishings; televisions, including brackets; and also \_\_\_\_\_

4. PURCHASE PRICE. The purchase price ("Purchase Price"), payable in U.S. Dollars as follows, is \$ \_\_\_\_\_

(A) Seller's Concession. At Closing, Seller shall credit to Purchaser the sum of ("**0**") if blank ("Seller's Concession") \_\_\_\_\_ \$ \_\_\_\_\_

(B) Deposit. The following deposit ("Deposit"), payable to and held in escrow by \_\_\_\_\_ \$ \_\_\_\_\_

Remax Hometown Choice ("Escrow Agent") at M&T ("Bank") \$ \_\_\_\_\_

- (1) When Purchaser signs this Contract;
- (2) Within 2 Business Days (as defined in Paragraph ATC13(C)) following:
  - (a) The Effective Date (as defined in Paragraph ATC13(D)).
  - (b) Satisfaction or waiver of the Attorney Approval Contingency (as defined in Paragraph ATC1).
  - (c) Satisfaction or waiver of the Property Inspection Contingency (as defined in Paragraph 9(A)(1)) or the Investigation Contingency (as defined in Paragraph VLR4(B)).
  - (d) The later of (b) and (c).

The Deposit and any additional deposit paid pursuant to this Contract, if applicable (collectively "Deposits"), shall be deposited by Escrow Agent with the Bank within 5 Business Days following receipt. Escrow Agent will promptly notify Seller's attorney if any Deposits are not received on time. In the event any of the Deposits are not received by Escrow Agent within 3 Business Days after payment is due, Seller may cancel this Contract at any time prior to Escrow Agent's receipt of whichever of the Deposits was past due.

(C) Adjusted Balance. Upon delivery of the deed ("Closing"), the Purchase Price less (i) the Seller's Concession, and (ii) the Deposits, subject to closing adjustments and credits as provided in this Contract ("Adjusted Balance").

5. CONDITION OF PROPERTY AND INCLUDED ITEMS.

(A) Except as otherwise provided in this Contract, until Closing, Seller shall, at Seller's expense:
(1) maintain the Property and Included Items in substantially the same condition as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date;
(2) perform ordinary lawn and landscape maintenance and snow removal; and
(3) maintain all utilities in service that are required for the operation of the heating, air conditioning, plumbing, security and electric systems.

(B) Except as provided in the Property Condition Disclosure Statement provided by Seller before Purchaser signed this Contract ("PCDS") and in Paragraphs 5(A), 5(C), 6, 8, 13, ATC4 and, if applicable, ADR1, LBPR4 and VLR2, Seller makes no representations, warranties or disclosures as to the condition of the Property and Included Items.

(C) Subject to (i) any rights of Purchaser under Paragraphs 9, 12(D) and LBPR5(B), (ii) Seller's obligations under Paragraphs 5(A), 5(D), 12 and 13, and (iii) Seller's obligation to complete all repairs agreed to in writing, Purchaser shall accept the Property in substantially the same condition (a) as of the date of the Property Inspection, if any, or

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if no Property Inspection is conducted, as of the Contract Date, and (b) as disclosed in the PCDS, if any, and shall accept the Included Items as set forth in Paragraph 3(E)(5).  
(D) The Property shall be in "broom clean" condition and free of debris on the date of Closing.

6. SELLER'S DISCLOSURES. Seller makes the following disclosures to the best of Seller's knowledge:

- Yes  No (A) Title. Seller has title to the Property, subject to the provisions of Paragraph ATC5, and Seller owns the Included Items.
- Yes  No (B) Agricultural District. The Property is located partially or wholly within an agricultural district. If "Yes", see *Agricultural District Rider*.
- Yes  No (C) Utility Surcharge. The Property is subject to a utility (e.g. gas, electricity, water) surcharge. If "Yes": Type/Purpose: \_\_\_\_\_ Amount: \_\_\_\_\_ Payable (i.e. monthly, yearly): \_\_\_\_\_
- Yes  No (D) Water Well. The Property has a private water well and/or other non-public water supply.
- Yes  No (E) Public Water. The Property is connected to a public water supply.
- Yes  No (F) Septic System. (1) The Property has a private septic system approved for 6 bedrooms. (2) If yes, the dwelling(s) on the Property:
  - Yes  No (a) will have been vacant for less than 90 days immediately prior to the inspection to obtain a Certificate/Approval (as defined in Paragraph 12(B)) for the septic system ("Septic Inspection") and the Property is serviced by metered water; or
  - Yes  No (b) will have been vacant for more than 90 days immediately prior to the Septic Inspection; or
  - Yes  No (c) will be vacant as of the Septic Inspection and the dwelling(s) is/are not serviced by metered water or does/do not have a system of record with the applicable governmental authority.
- Yes  No (G) Public Sewers. The Property is connected to public sanitary sewers.
- Yes  No (H) Heating Oil/Propane. The Property is serviced by heating oil and/or propane.
- Yes  No (I) Gas and Oil Wells. The Property has an uncapped natural gas and/or oil well.
- Yes  No (J) Oil/Gas/Mineral Leases. Seller has received, is receiving or is entitled to receive rents, royalties or other payments and/or free gas under any oil or gas or mineral lease affecting the Property.
- Yes  No (K) Flood Zone. The Property is currently located in a special flood hazard zone. Note: If Yes, flood insurance will likely be required by an institutional lender.
- Yes  No (L) Radon. The Property has been tested for radon.
- Yes  No (M) Special Tax District. The Property is located in a special tax district having a separate tax bill (for example: Buffalo Place, Bailey/Kensington Business District).
- Yes  No (N) Tax Exemption. (1) The Property tax bill(s) reflect(s) a tax exemption (e.g. STAR, veteran's). (2) If yes, Seller is entitled to the exemption on the most recent tax bills.
- Yes  No (O) Special Tax Assessments. The Property is subject to assessments for special or local improvements (e.g. sidewalks, water/sewer lines)("Special Tax Assessments").
- Yes  No (P) Vehicular Access. Vehicular access to the Property is currently by way of:
  - Yes  No (1) a contiguous municipal road right of way.
  - Yes  No (2) a contiguous, shared private road right of way of record.
- Yes  No (Q) Shared Driveway. The Property is serviced by a shared driveway.
- Yes  No (R) Court Orders. Seller is currently subject to a court order that prohibits the sale or transfer of the Property without the consent of another person or further court order.
- Yes  No (S) Bankruptcy. Seller is currently in bankruptcy.
- Yes  No (T) Foreclosure. The Property is currently the subject of a foreclosure proceeding or a mortgage encumbering the Property that is in arrears in excess of 60 days.
- Yes  No (U) Sufficient Funds. Including the proceeds from the sale of the Property, Seller has sufficient funds to close this transaction and pay all of Seller's closing costs and expenses.
- Yes  No (V) Code Violations. Notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements (as defined in Paragraph 12(A)) violate applicable building codes and/or zoning ordinances, any of which violations continue as of the Contract Date.
- Yes  No (W) FIRPTA Certification. Seller is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code and IRS Regulations).

7. CLOSING FUNDS.

(A) Purchaser's Representations. Purchaser represents that except for the proceeds of any financing selected in Paragraph 10 or as otherwise accepted by Purchaser and any Seller's Concession:

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- (1) Purchaser is in **actual possession** of sufficient money in U.S. dollars **on deposit** with a federally insured bank, trust company, savings and loan association or credit union ("Financial Institution") to close this transaction.  Yes  No
  - (2) In order to close this transaction, Purchaser does, or Purchaser's lender may, require:
    - (a) the closing of the sale of any other real estate or the discharge of any mortgage for which Purchaser is liable  Yes  No
    - (b) the receipt of a gift of funds  Yes  No
  - (B) **Sale Contingency.** This Contract is contingent upon the sale of other real estate as provided in the *Sale Contingency Rider* ("Sale Contingency")  Yes  No
  - (C) **Closing Contingency.** This Contract is contingent upon the closing of the sale of Purchaser's real estate located at \_\_\_\_\_ ("Purchaser's Property").  Yes  No
- If yes, either Party may cancel this Contract after any material breach, termination or cancellation of the contract for Purchaser's Property or upon proof that the closing of the sale of Purchaser's Property has not occurred within 10 Business Days after the Contract Closing Date (as defined in Paragraph 14(A)). Purchaser shall notify Seller within 3 Business Days after any material breach, termination or cancellation of the contract for Purchaser's Property.

8. **LEAD-BASED PAINT DISCLOSURE.** Seller represents that: *Choose either (A) or (B) below.*
- (A) **Pre-1978 Construction.** The dwelling(s) on the Property was/were or may have been built prior to 1978. A *Lead Based Paint Rider must* be attached to this Contract.
  - (B) **Post-1977 Construction.** The dwelling(s) on the Property was/were built in 1978 or later.

9. **INSPECTION OF PROPERTY AND INCLUDED ITEMS.** *Choose either (A) or (B) below. ("(A)" if blank).*

<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">9*</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>	9*				<p><b>CAUTION: New York law requires that any paid property inspector be properly licensed by the State. The use of a non-licensed inspector or election not to have a property inspection conducted shall be at Purchaser's own risk.</b></p>
9*					
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- (A) **Property Inspection to be conducted.**
  - (1) **The Inspection.** Purchaser shall have the right to have the Property and Included Items inspected and/or tested by inspector(s) chosen and paid for by Purchaser ("Property Inspection") and any notice of unsatisfactory results pursuant to Paragraph 9(A)(4) shall be completed within \_\_\_\_\_ ("7" if blank) days following the later of (i) satisfaction or waiver of the Attorney Approval Contingency, or (ii) if all applicable utilities are not in service on the Effective Date, the date Purchaser or Purchaser's attorney receives a notice given by Seller that all applicable utilities are in service ("Inspection Period"). The scope of the Property Inspection shall be determined by Purchaser, but shall not, without the consent of Seller, result in damage to the Property or Included Items. Seller will cooperate with Purchaser's reasonable requests, but need not consent to any damage to the Property or Included Items. The results of the Property Inspection must be satisfactory to Purchaser ("Property Inspection Contingency").
  - (2) **Radon Notice.** Radon is a colorless, odorless, tasteless gas that can seep into homes through cracks and openings in a home's foundation. Inhalation of radon gas is associated with increased risk of lung cancer. Testing for the presence of radon in residential real estate prior to purchase is advisable.
  - (3) **Radon Test.** The Property Inspection will include a radon test ("**Yes**" if blank).  Yes  No
  - (4) **Notice of Results and Right to Cancel Contract.** If the results of the Property Inspection are not satisfactory to Purchaser for any reason whatsoever, and if notice of the unsatisfactory results of the Property Inspection *is received by Seller or Seller's attorney on or before the expiration of the Inspection Period*, either Party may cancel this Contract. The results need not be disclosed. If the notice under this Paragraph 9(A)(4) is not timely received by Seller or Seller's attorney, the Property Inspection Contingency is deemed waived by Purchaser.
- (B) **No Property Inspection.** Except for the Final Inspection (as defined in Paragraph ATC7), Purchaser elects not to have a Property Inspection conducted. This election shall not be deemed to waive or expand any other rights Purchaser may have under this Contract or at law.

10. **FINANCING.** *Choose all that apply below ("(A)" if blank).*
- (A) **No Financing.** Purchaser will close this transaction without financing.
  - (B) **New Loan(s).**
    - (1) **Application.** Purchaser shall promptly and in good faith, but in no case later than \_\_\_\_\_ ("**5**" if blank) days after satisfaction or waiver of the Attorney Approval Contingency, Property Inspection

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Contingency, Lead-Based Paint Inspection Contingency (as defined in Paragraph LBPR5(B)), Sale Contingency and Investigation Contingency, if applicable, make application for and diligently and in good faith pursue and accept a Loan Commitment (as defined in Paragraph 10(B)(3)) for one or more of the following loans (NOTE: More than one loan type may be selected, but Purchaser need not apply for all loan types selected):

- (a) First Loan:
  - (i) Loan Amount is not to exceed  \$ \_\_\_\_\_; or  \_\_\_\_\_ % of the Purchase Price, plus any financed Private Mortgage Insurance, Mortgage Insurance Premium or VA Funding Fee ("Loan Amount").
  - (ii) Loan Type is:  Conventional  FHA  VA (See FHAVA Option Clause)  SONYMA;  Other: \_\_\_\_\_ ("Conventional" if all blank).
  - (iii) Loan Term is:  30 year;  20 year;  15 year;  \_\_\_\_\_ year ("30 year" if all blank).
  - (iv) Interest Rate is: (Reference to "prevailing" rate is not permissible)
    - a fixed rate not to exceed \_\_\_\_\_ % per year for a fixed rate loan, or;
    - an initial interest rate not to exceed \_\_\_\_\_ % for an adjustable rate loan.
  - (v) Loan Discount Fees are not to exceed \_\_\_\_\_ ("0" if blank) % of the Loan Amount.
- (b) Second Loan/Grant is a \_\_\_\_\_ year  Fixed Rate  Adjustable Rate loan/grant in an amount not to exceed  \$ \_\_\_\_\_; or  \_\_\_\_\_ % of the Purchase Price with an interest rate (initial or fixed) not to exceed \_\_\_\_\_ %.

(2) Interest Rate Protection. Provided Purchaser complies with the provisions of Paragraph 10(B)(1), Purchaser may cancel this Contract if, at the time of loan application, Purchaser is not able to lock in at interest rates and loan discount fees at or below the rates and fees set forth in Paragraph 10(B)(1). If an interest rate is not set forth in Paragraph 10(B)(1) or, if Purchaser elects not to lock in an interest rate at the time of application (i.e. to "float"), Purchaser shall be obligated to accept a Loan Commitment for the applicable loan at any available interest rate with any required loan discount fees. Purchaser must lock in an interest rate no later than 10 days before the Contract Closing Date.

(3) Commitment. The written approval of Purchaser's application for a loan must have commitment and interest rate expiration dates after the Contract Closing Date and **must not be conditioned upon:** initial underwriting approval by the lender, verification of credit, receipt of an appraisal, payment of debt (other than mortgage(s) encumbering Purchaser's Property if Paragraph 7(A)(2)(a) is answered "Yes"), verification of funds or initial verification of employment ("Loan Commitment"). Purchaser shall deliver to Seller's attorney a **complete** copy of the Loan Commitment and notice of its acceptance by Purchaser within 3 Business Days after Purchaser's acceptance of a Loan Commitment. If a Loan Commitment within the terms set forth in Paragraphs 10(B)(1) through 10(B)(2) is not issued to and accepted by Purchaser by (choose either (a) or (b) below ("**b**") if both (a) and (b) blank))

- (a)  \_\_\_\_\_ [insert date]; or
- (b)  \_\_\_\_\_ ("**45**" if blank) days after the later of (1) the Effective Date; or (2) satisfaction or waiver of the latest of any applicable (i) Sale Contingency, (ii) Investigation Contingency, or (iii) \_\_\_\_\_

("Loan Commitment Due Date"), either Party may cancel this Contract at any time prior to Purchaser's acceptance of a Loan Commitment on terms the same as or different than those set forth in Paragraphs 10(B)(1) through 10(B)(2). Either Party may cancel this Contract if a Loan Commitment is granted but later cancelled without fault on the part of Purchaser. Purchaser shall promptly notify Seller of any Loan Commitment cancellation.

(4) Cooperation.

- (a) Seller shall promptly and in good faith cooperate with reasonable requests by Purchaser's lender(s) to provide access to the Property and Included Items and to execute documents which, except for the FHAVA Option Clause, do not modify the terms of this Contract.
- (b) Purchaser hereby authorizes and agrees to execute any documents required to authorize Purchaser's lender(s) to deliver a complete copy of each Loan Commitment, without any account numbers shown, to Seller's attorney and the Brokers (as defined in Paragraph 19).

- (C) Loan Assumption. A loan is being assumed (See Loan Assumption Rider).
- (D) Seller Financing. Seller is holding a purchase money mortgage (See Seller Financing Rider).

11. STATUS OF TITLE. Purchaser will accept title to the Property and Included Items subject to the encumbrances set forth in Paragraph ATC5 and: \_\_\_\_\_ ("**Nothing further**" if blank).

12. IMPROVEMENTS.

(A) Intended Uses and Improvements. CAUTION: This Property may have easements, rights of way and restrictions which may affect intended uses of or improvements to the Property. Purchaser may be acquiring

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the Property subject to these encumbrances unless intended uses or improvements, different from the current uses and improvements as set forth in Paragraph 3(C) ("Current Uses/Improvements"), are listed below.

- (1) Purchaser intends to use the Property for a  one  two  three  four -family dwelling or  other \_\_\_\_\_ ("Intended Uses").
- (2) Purchaser intends to make the following specific improvements on or modifications to the Property or make the following specific use of the Property (for example, erection of fence, swimming pool or garage, parking of recreational vehicles): \_\_\_\_\_ ("Intended Improvements").
- (3) If any Intended Uses or Intended Improvements, different from the Current Uses/Improvements, are listed in subparagraphs (1) and/or (2) above, within 10 Business Days after the Effective Date, Seller will provide Purchaser with a copy of Seller's existing survey map and of all restrictions, easements and rights of way affecting the Property as is or should be disclosed in the Search and/or Survey. If Purchaser finds that any restriction, easement or right of way is inconsistent with any of the above-stated Intended Uses or Intended Improvements, then Purchaser may cancel this Contract within 7 Business Days after receipt of (i) a copy of Seller's existing survey map or, if not available, the Survey, and (ii) a copy of all restrictions, easements and rights of way required to be provided by Seller under this Paragraph 12(A)(3).

(B) **Certificates/Approvals.** Seller shall obtain certificates/approvals valid through the date of Closing issued by appropriate governmental authorities evidencing compliance with all applicable laws, ordinances, regulations and codes relating to the Current Uses/Improvements and as disclosed in this Contract (excluding the Intended Uses and Intended Improvements which are different from the Current Uses/Improvements) and/or required for the transfer of the Property (for example: certificate of occupancy, sump pump certificate and approvals of non-public sewage disposal and water supply) ("Certificates/Approvals"). However, Seller shall have no obligation to supply a certificate of occupancy or certificate of compliance for occupancy of the Property if the Property has been occupied solely as a one or two family dwelling.

(C) **Order and Delivery.**

- (1) **Order.** Certificates/Approvals not already in Seller's possession shall be ordered, all applicable testing and inspections shall be requested, and all applicable application fees shall be paid by Seller no later than 7 Business Days after the later of (i) the Effective Date, and (ii) the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Investigation Contingency, if applicable. Any reinspection or additional fees shall be paid promptly by Seller.
- (2) **Delivery.** Seller shall deliver to Purchaser's attorney a copy of all Certificates/Approvals at least 5 Business Days prior to the Contract Closing Date, except if delayed pursuant to Paragraph 12(D). The originals of all Certificates/Approvals obtained shall be delivered to Purchaser at Closing.

(D) **Objections.** If Purchaser gives Seller notice of valid objection to the legal status or legal use of any of the structures or other improvements located on the Property ("Condition Defects"), or if Seller receives notification from the applicable governmental authority that there is any problem which needs to be corrected before any one or more of the Certificates/Approvals can be obtained ("Corrective Faults"), Seller shall, at Seller's expense, correct the Condition Defects and Corrective Faults, and have all necessary governmental inspections completed, prior to the Contract Closing Date. However, Seller may, within 10 Business Days following receipt by Seller or Seller's attorney of a notice of Condition Defects, a notice that Corrective Faults must be corrected, and/or a notice that an inspection cannot be conducted due to weather conditions, governmental delays or governmental policies, notify Purchaser that Seller will not (i) correct the Condition Defects and/or Corrective Faults, and/or (ii) obtain one or more Certificates/Approvals (a "Non-Correction Notice") provided Seller has timely complied with Seller's obligations under Paragraph 12(C)(1), if applicable. If, within 10 Business Days following receipt by Purchaser or Purchaser's attorney of a Non-Correction Notice, Purchaser does not elect to accept the Property and Included Items subject to the Condition Defects and Corrective Faults and without Certificates/Approvals which cannot be obtained, either Party may cancel this Contract. Nothing in this Paragraph 12 is intended to affect the rights of Seller or Purchaser under General Obligations Law Section 5-1311, or as otherwise provided under this Contract.

13. **KEYS.** At Closing, unless the Parties have made other prior satisfactory arrangements, Seller shall deliver to Purchaser all keys, security and access codes, and remote control openers (which must be in working order) for the Property, except as follows: \_\_\_\_\_ ("no exclusions" if blank).

14. **CLOSING.**

(A) **Closing Date.** Closing shall be at the County Clerk's Office on the date set forth below or, if that date is not a Business Day, on the next Business Day. ("(2)" if both (1) and (2) blank). Time is not of the essence.

- (1) 04/29/2016 [insert date], or
- (2)          ("60" if blank) days after the later of (a) the Effective Date; or (b) satisfaction or waiver of the latest of any applicable (i) Sale Contingency, (ii) Investigation Contingency, or (iii) \_\_\_\_\_

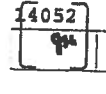
1196 Big Tree Rd

Aurora

NY

14052

 Seller Initials

 Purchaser Initials

(the "Contract Closing Date"), or at such other time and place as the Parties mutually agree.

(B) Time of Essence Notice. Either Party (the "Declaring Party") may, at any time after the Contract Closing Date, notify the other Party that time is of the essence, which notice shall set a specific time for Closing on a Business Day that is on or after the 7<sup>th</sup> Business Day following receipt of the notice by the other Party or the other Party's attorney, provided (i) the Declaring Party has completed each obligation required of the Declaring Party by this Contract to be completed prior to Closing (a "Pre-Closing Obligation"), (ii) the number of days specified in this Contract for the completion of a Pre-Closing Obligation prior to Closing, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, (iii) the number of days available under this Contract to the other Party following the completion of a Pre-Closing Obligation, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, and (iv) the contingencies in this Contract for the benefit of the Declaring Party have been satisfied or waived, or, absent a default by the other Party, will or could be satisfied at Closing.

15. TAXES, ADJUSTMENTS AND CREDITS.

(A) Special Tax Assessments. Purchaser will accept title to the Property subject to, and will pay, all Special Tax Assessments that may be payable in installments not yet due and payable as of Closing. Any Special Tax Assessment payable in installments may be so paid on the installment due date at the election of Seller.

(B) Water Charges and Delinquent Taxes. Seller shall pay all water charges until Closing and all prior fiscal years' taxes and tax assessments, including interest and penalties.

(C) Items To Be Adjusted. There shall be prorated and adjusted, as of 12:00 midnight prior to the date of Closing: rents; royalties; propane; fuel oil; mortgage interest for assumed mortgages; all current fiscal years' taxes, assessments and installments of amounts appearing on current tax bills computed on a fiscal year basis; Special Tax Assessments; flat rate water charges; sewer charges; user fees; license and/or registration fees; and the following items: \_\_\_\_\_ For adjustment purposes, all rents and royalties due as of the date of adjustment will be considered paid to Seller. If Closing occurs before a new tax rate is fixed, the apportionment of taxes shall be made on the basis of the most recent tax rate applied to the latest assessed valuation and the provisions of Paragraph 15(E) shall not apply.

(D) Items To Be Credited. There shall be assigned and/or credited to the appropriate Party at Closing: security deposits and any accrued interest thereon; assumed mortgage escrows; the principal balance of and any accrued interest on any assumed mortgage; the principal balance of and any interim interest on any mortgage held by Seller; all penalties and interest on current fiscal years' taxes, assessments and Special Tax Assessments due as of Closing; increases in taxes due to an exemption termination, removal or revocation for the period from the date of the loss of the exemption to the date of Closing; and any other credits provided for in this Contract.

(E) Post Closing Adjustment. Any errors and/or omissions in the computations used for Closing of adjustments, credits and/or taxes, including any increases due to an exemption termination, removal or revocation, which exceed \$100.00 in the aggregate, shall be corrected upon discovery and paid within a reasonable period of time following a demand for payment.

(F) Loans. All loans which appear on any tax and/or utility bill(s) shall be paid in full by Seller prior to or at Closing.

16. RIDERS AND ATTACHMENTS. This Contract includes the following Riders and attachments marked below:

- Lead-Based Paint Rider ("LBPR")     Rented Property Rider ("RPR")     Sale Contingency Rider ("SCR")
- Vacant Land Rider ("VLR")     Loan Assumption Rider ("LAR")     Seller Financing Rider ("SFR")
- Condominium/Homeowners' Association Rider ("CHAR")     Property Condition Disclosure Statement ("PCDS")
- FHAVA Option Clause     Agricultural Disclosure Rider ("ADR")
- Other: \_\_\_\_\_ ("None" if blank)

17. SIGNATURES. This Contract shall not become binding unless all Parties sign it, initial it (where appropriate) and deliver it so that it is received by all Parties or their respective attorneys no later than 5:00 p.m. on \_\_\_\_\_ (If blank, this paragraph is not applicable).

18. ATTACHMENT OF ADDITIONAL TERMS AND CONDITIONS.

(A) Receipt and Release. By initialing below, the Parties acknowledge having received and reviewed the attached ATC. This Contract shall be void if all Parties do not acknowledge below that they received the ATC.

Seller Initials			
<i>AM</i>			

Purchaser Initials			
<i>PM</i>			

(B) Changes. Changes  have  have not ("have not" if blank) been made to the ATC. If "have not", any changes made to the ATC other than in Paragraphs 1 through 20 or in any Rider or Addendum shall be ineffective.

1196 Big Tree Rd

<i>AM</i>			
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Seller Initials

Aurora

NY

14052

<i>PM</i>			
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Purchaser Initials

19. **BROKERS.** The brokers listed below (individually a "Broker" and collectively the "Brokers") are:

LISTING REAL ESTATE BROKER

SELLING REAL ESTATE BROKER

RE/MAX Hometown Choice Dawn M. LoPresto 40LO1157778  
 Broker Agent Lic. #  
 5989 Big Tree Road Lakeville NY 14480  
 Address  
 5853463700 5853463741 10991211801  
 Office Phone/Fax Brokerage Lic. #  
 5857946887 DMBL1214@hotmail.com  
 Other Phone E-mail

Hunt Real Estate ERA Amy G Mayfield 30MA0708878  
 Broker Agent Lic. #  
 8780 Sheridan Drive Williamsville NY 14221  
 Address  
 7166335350 7166335947 39HU0606354  
 Office Phone/Fax Brokerage Lic. #  
 Other Phone E-mail agm1031@aol.com

20. **OTHER TERMS.** (If blank, this paragraph is not applicable.) In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph shall control.

**CAUTION: Any Property Condition Disclosure Statement provided by Seller must be delivered to Purchaser and a copy attached to this Contract before Purchaser signs this Contract.**

M Socha  
 Seller Michele Socha 2/22/16 Date  
 Seller David Socha 2/22/16 Date  
 Seller Date  
 Seller Date  
 Signature of authorized agent of Escrow Agent Date  
 Name of authorized agent: Remax Hometown Choice

Jennifer Jennings  
 Purchaser Jennifer Jennings 02/16/2016 Date  
 Purchaser Date  
 Purchaser Date  
 Purchaser Date

Deposit received:  Yes  No  
 [Must be signed even if Deposit has not been received.]

SELLER'S ATTORNEY

PURCHASER'S ATTORNEY

Firm Attorney  
 Address  
 Telephone Fax  
 E-mail address

Hopkins, Sorgi etc Peter Sorgi  
 Firm Attorney  
 26 Mississippi Street  
 Address  
 (716) 714-5699  
 Telephone Fax  
 psorgi@hrs-legal.com  
 E-mail address

1196 Big Tree Rd

Aurora NY 14052

# **Grounds for Variance**



March 31, 2017

Zoning Board of Appeals  
Town of Aurora  
300 Glead Avenue  
East Aurora, New York 14052

**Re: Request for Area Variance**  
**Property: 1196 East Main Street, Town of Aurora, NY**  
**Applicant: Cardea Health**

Dear Zoning Board of Appeals:

Our firm represents Dr. Jennifer Jennings of Cardea Health, who, as agent for a limited liability to be formed, has entered into a contract to purchase 1196 East Main Street in the Town of Aurora, New York (the "Property"). This letter shall explain Dr. Jennings' proposed use of the Property and grounds for an area variance.

The ZBA granted an area variance to Cardea Health on May 19, 2016 to allow for up to ten employees at the site. A copy of the May 19, 2016 ZBA Approval is attached as Exhibit A. However, the Zoning Code District of Table Regulations requires that home occupations be "conducted wholly within the dwelling" – see Zoning Code District of Table Regulations R1(5), attached as Exhibit B.

This request for an area variance requests that a portion of the business be operated in an accessory structure, encircled on Survey attached hereto as Schedule C. However, the intensity of the business / proposed use will not increase, but rather less of the main house will be used for the business / proposed use so the inside of the house can be preserved to a greater extent.

#### **Proposed Use**

Dr. Jennings proposes to use the Property for her personal residence and to operate Cardea Health, which is a business Dr. Jennings owns in Cheektowaga and Dunkirk.

**HOPKINS SORGI & ROMANOWSKI PLLC**

Attorneys at Law

26 Mississippi Street, Suite 400 • Buffalo, NY 14203  
Office: 716-714-5699 • Fax: 716-424-2171 • [www.hsr-legal.com](http://www.hsr-legal.com)

Cardea Health Integrative is a woman-owned progressive integrative medical practice with a 30-year history of care that focuses on the whole patient. Following a comprehensive history and exam, practitioners utilize diverse healing tools customized to each patient and may include hyperbarics, far infrared sauna, nutritive support, mineral pool, massage, acupuncture and more. This innovative medical model is similar to holistic models instituted at Cleveland Clinic, Duke and University at Kansas Medical Center. More information regarding Cardea Health can be found on the company's website at <http://cardeahealthwny.com> and at Exhibit D.

Consistent with Cardea Health's mission, one of the goals in selecting 1196 East Main Street is have a location that integrates the natural aesthetics of the Property with the treatment in a tranquil setting. Accordingly, 1196 East Main Street is an ideal location.

#### **1196 East Main Street**

The Property consists of 83.22± acres and has a very large main house consisting of 5,300± square feet, a second house and a barn. Cardea Health's operations and Dr. Jennings' residence would be located in the main house. The second house and barn are not proposed to be used as part of Cardea Health's operations. A copy of the survey of the Property is attached as Exhibit B.

Of the 83.22± acres, 65.72± acres are permanently preserved open space subject to a recorded Conservation Easement, a copy of which is attached as Exhibit E. The Conservation Easement, along with the location of nearby properties, shown at Exhibit F, clearly show that there exists substantial buffering of the portion of the Property to be utilized from nearby residential uses.

#### **Zoning**

The Property is zoned Agricultural, as shown of the Town Zoning Map attached as Exhibit G. Pursuant to the Town's Table of District Regulations contained in the Town's Zoning Code, a copy of which is attached as Exhibit B, the proposed use is allowed pursuant to Table of

District Regulations R1(5), as incorporated by referenced by Table of District Regulations (A(1), R2(1) and R3(1) which allows medical offices within primary residences.

### Grounds for Area Variance

New York State Law § 267-b(3) set forth the standards for the granting of area variances as follows:

#### 3. Area variances.

(a) The zoning board of appeals shall have the power, upon an appeal from a decision or determination of the administrative official charged with the enforcement of such local law, to grant area variances as defined herein.

(b) In making its determination, the zoning board of appeals shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. In making such determination the board shall also consider: (1) whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty



was self-created; which consideration shall be relevant to the decision of the board of appeals, but shall not necessarily preclude the granting of the area variance.

In making its determination the ZBA must balance “the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant.” Here, there are clearly benefits to the applicant if the application is granted—namely, Cardea would be able to operate its business in a setting consistent with Cardea Health’s mission, which integrates the natural aesthetics of the Property with the treatment in a tranquil setting. Accordingly, 1196 East Main Street is an ideal location.

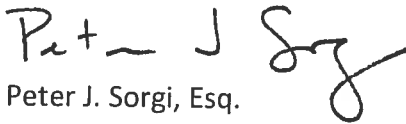
The five factors listed in § 267-b(3)(b) provide guidance as to the types of issues that can be considered, but are not dispositive in regards to area variances.

1. **“whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance”:** The variance would not produce an undesirable change in the character of the neighborhood or a detriment to nearby properties. In fact, the size of the property and the conservation easement allow for buffering and will be consistent with the neighborhood which contains residences, businesses and NYS Rt. 400. Moreover, this use transitions a property which has sat vacant for several years into an active and vibrant use.
2. **“whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance”:** There is no other method to achieve the benefit sought.
3. **“whether the requested area variance is substantial”:** The variance is not substantial, when considering the size of the parcel.

4. **“whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district”:** No structure will be enlarged nor will any improvements be altered. The conservation easement will leave the majority of the property in its natural setting.
  
5. **“whether the alleged difficulty was self-created”** – the alleged difficulty was not self-created, but rather the difficulty was created by the limitations set forth in the code which do not differentiate between sizes of parcels. The difficulty has also arisen from the changing of housing needs whereby larger estates are either not desired or not possible to purchase, which has resulted in the property sitting vacant for several years.

Sincerely,

HOPKINS SORGI & ROMANOWSKI PLLC

A handwritten signature in black ink, appearing to read "Peter J. Sorgi". The signature is written in a cursive style with a large, stylized "S" at the end.

Peter J. Sorgi, Esq.

Enc.

**Exhibit A:**

**ZBA Approval**

**from**

**May 19, 2016**

ZONING BOARD OF APPEALS  
TOWN OF AURORA  
DECISION

RE: APPEAL NOS. 1270, 1271

A public hearing on the Application of Jennifer Jennings, Individually and as Principal of Cardea Health, Petitioner, 1381 Center Street, East Aurora, New York having been called before the Zoning Board of Appeals in the Southside Municipal Building, 300 Glead Street, on the 19th day of May, 2016 at 8:30 p.m., after due notice published in the East Aurora Advertiser as prescribed in Section 267-a, Subdivision 7 of the Town Law and Section 116-61 F of the Code of the Town of Aurora (Exhibit 3).

There were present:

Albert Salter  
Donald Aubrecht  
James Whitcomb  
Wayne Nowocin  
Davis Heussler

The secretary read the Notice of Public Hearing and the Affidavit of Publication which were duly marked as exhibits herein. Exhibits 1 and 2.

Petitioners seek variance to allow the operation of a professional office at 1196 E. Main Street, SBL #165.00-1-28,1 in an A zone (the "Premises"). Exhibit 3.

Petitioner appeared with Counsel Mark Romanowski.

Tony Hoffman, 1118 Main Street; Joseph Quinn 1224 Main Street and Marcia Hoffman, 1118 Main Street also appeared.

At a duly convened public meeting held on the 19th day of May, 2016 and after said public meeting, the Zoning Board of Appeals finds as follows:

**Findings**

1. This is a Type II Action pursuant to Article 8 of New York State Environmental Conservation Law and the regulations promulgated thereunder, Part 617 of Title 6 of the New York Code of Rules and Regulations (SEQR).
2. Petitioner seeks to operate a professional office at the Premises with up to ten employees. Town Code § 116-8, Table of District Regulations, allows professional offices in an A zone when the professional resides at the Premises and has only one employee.

3. Petitioner is a Doctor of Nursing Practice (“DNP”) and, therefore, is not a “surgeon and physician” as set forth in the Table of District Regulations. However, she practices holistic medicine and is allowed to provide treatment to patients. She is licensed by the New York State Department of Health. In the view of the Board, this is consistent with the intent of the Table of District Regulations as regards the operation of professional offices.
4. Petitioner has a contract to purchase the Premises, and use part of the Premises as her principal residence and part as an office for her practice. The offices would consist of two treatment rooms, an examination room, a waiting area and storage. The operation would be in the main house at the Premises only.
5. Petitioner would have an office manager and nurses. A nutritionist would come to the office as needed. There would never be more than five employees in the office at once, but to staff the office it will be necessary to have up to ten employees.
6. There will be parking off street for patients receiving treatment at the facility. It is proposed that the parking area will be 60 feet by 100 feet for up to 20 vehicles and will be located to the north and west of the tennis courts shown on the survey of the Premises. Exhibit 3.
7. There will be ground lighting for the parking area and the Premises. It will operate only during business hours.
8. The existing driveway is not wide enough to accommodate vehicles traveling in both directions. The driveway will be widened to 20 feet.
9. The existing main house is large enough to accommodate both the Petitioner’s residence and her office. There will be no alteration of the current footprint of the house.
10. While Petitioner suggested that she might rent out additional portions of the Premises, the Table of District Regulations restricts the use to the practice of one professional and not multiple professionals. As such, there can be no lease of space at the Premises.
11. The total area of the Premises is 83.23 acres and, therefore, is large enough for the increased number of employees and can accommodate the necessary off street parking.
12. Given the nature of the use and the restrictions herein, the grant of the variance runs with the Petitioner. Any subsequent purchaser who desires to operate a professional office at this site where the use will be in excess of that allowed the Table of District Regulations will have to seek approval for that use.
13. Petitioner withdraws Appeal No. 1270.
14. The variance will not create an undesirable change in the character of the neighborhood, the benefit sought by the Petitioner cannot be achieved by some other method other than the area

variance, the variance is not substantial and the proposed variance will not have an adverse effect or impact on the neighborhood.

James Whitcomb made a motion to grant a variance to operate her professional office at the Premises and to have up to ten employees upon the condition that (1) only five employees will be in the office at one time, (2) there was be off street parking for up to 20 vehicles, (3) the lot for the vehicles will be 60 feet by 100 feet and will be located to the west of the tennis courts shown on the survey, (4) ground lighting may be installed, but will only be operated during business hours, (5) Petitioner's practice will be operated from the main house and will not use any other structure on the Premises, (6) the driveway will be widened to 20 feet in width, (7) while there maybe alterations made to the main house to accommodate the practice, the footprint of the main house may not be increased, (8) Petitioner may not lease any portion of the Premises, and (9) the variance will run with the Petitioner.

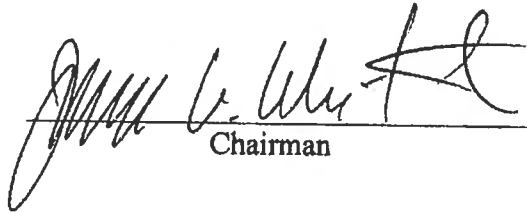
Davis Heussler seconded the motion.

On a roll call, the vote was

Albert Salter	Aye
Donald Aubrecht	Aye
James Whitcomb	Aye
Wayne Nowocin	Aye
Davis Heussler	Aye

RESOLVED, that the variance applied for by Brent and Rhonda Patterson, Petitioners, in their Application No. 1271 be and hereby is granted.

Dated: East Aurora, New York  
May 19, 2016

  
Chairman

# **Exhibit B:**

## **Zoning Code**

### **District of**

#### **Table**

##### **Regulations**

# TABLE OF DISTRICT REGULATIONS For Town of Aurora Zoning Ordinance

District	Permitted Uses	Maximum Height	Minimum Floor Area of Dwelling	Minimum Lot Size		Front Yard Depth or Setback	Side Yards	Minimum Depth of Rear Yard	Required Off-Street Parking
				Width	Area				
R1 X	<ol style="list-style-type: none"> <li>One-family dwelling, with no other dwelling or other principal building on the same lot, except in the case of church buildings.</li> <li>Church as other place of worship or religious institution; parish house or rectory; convent in connection with church.</li> <li>Public or private nonprofit school attended by the New York State Education Department; any school building, dormitory or primary school institution, and any private secondary school institution.</li> <li>Public park or public playground maintained by the State of New York, County of Erie or Town of Aurora.</li> <li>Ordinary accessory uses, including but not limited to private garage; and accessory uses, including but not limited to private garage, on Big Tree Road (Rt. 19A), Olden Road (Rt. 14) and Bullard Road (Rt. 13A) in the R1 district, provided that such uses are incidental to the primary residential use of the dwelling and are not a nuisance to the neighborhood.</li> <li>Other permitted uses, except for household servants and yardwork, and more specifically, any use that is accessory to the primary residential use of the dwelling and is not a nuisance to the neighborhood.</li> <li>Signs, limited in accordance with Section 3.19.</li> </ol>	<p>25' starts 25 feet for principal building.</p> <p>1. Signs not to exceed 15 feet for 1-1/2 story buildings.</p>	120 square feet	175 feet	30,000 square feet for each dwelling unit.	75 feet  (See Section 3.27 for front yard setback accessory buildings and existing buildings for variances near lot variations.)	There shall be a side yard with each building. Each side yard shall be at least 10 feet wide. The side yard shall be at least 10 feet wide within the setback line in which case it need be only 5 feet from each side lot line.	50 feet, measured from the main building.  See *	See "definitions" - "parking":  1 parking space for each of the following:  (a) dwelling unit or (b) 2 carports, balconies or porches.  (c) tourist room at the lot.  (d) 100 square feet of floor area used for retail sales or services, domestic affairs, domestic or shipping ship.  (e) 200 square feet of floor area used for other professional person.  (f) 100 square feet of other utility or business floor area, but need not exceed 100 square feet for each person employed on the premises.  (g) 1000 square feet of manufacturing, industrial or other area, but need not exceed 1000 square feet for each person employed on the premises.  (h) 4 stalls in any one floor area, whether or other public utility.
R2 R3	<ol style="list-style-type: none"> <li>Any use permitted and as limited in the "R2" district, except that none shall exceed 4 square feet in area.</li> <li>Multiple dwellings.</li> <li>Dwelling group consisting of two or more dwellings on the same lot.</li> <li>Boarding or rooming houses.</li> <li>Nonprofit institutions for charitable, religious, cultural or community social purposes, not including institutions for mental patients or correctional purposes.</li> </ol>	<p>Same as "R1"</p>	<p>720 square feet for 1-family dwelling.</p> <p>1200 square feet for 2-family dwelling.</p> <p>500 square feet per family in multiple dwellings.</p>	<p>90 feet</p> <p>16,000 square feet plus additional 4,000 square feet for each family dwelling unit in excess of one.</p>	<p>Same as "R2"</p>	<p>175 feet</p>	<p>40 feet measured from the main building.</p>	<p>See "definitions" - "parking":  (i) 100 square feet of other utility or business floor area, but need not exceed 100 square feet for each person employed on the premises.  (j) 1000 square feet of manufacturing, industrial or other area, but need not exceed 1000 square feet for each person employed on the premises.  (k) 4 stalls in any one floor area, whether or other public utility.</p>	
									<ol style="list-style-type: none"> <li>Any use permitted and as limited in the "R2" district, except that none shall exceed 4 square feet in area.</li> <li>Multiple dwellings.</li> <li>Dwelling group consisting of two or more dwellings on the same lot.</li> <li>Boarding or rooming houses.</li> <li>Nonprofit institutions for charitable, religious, cultural or community social purposes, not including institutions for mental patients or correctional purposes.</li> </ol>
A	<ol style="list-style-type: none"> <li>Any use permitted and as regulated in the "A2" district.</li> <li>Accessory, institutional and horticultural purposes, including but not limited to delis, general food markets, book stores and the selling of books, poultry and livestock, together with all other uses necessary for the production and storage of the products of such pursuits.</li> <li>Seasonal cottages not occupied more than 6 months in any 12-month period.</li> <li>Public utility buildings and other structures.</li> <li>Garages, (dry, used and gravel pits, subject to Section 3.06).</li> <li>Veterinary hospitals or clinics.</li> <li>Ordinary accessory uses and accessory structures, including but not limited to seasonal cottages, subject to Section 3.20.</li> <li>When approved by the Board of Appeals in any one case, cemetery, church, library, public riding academy, and institution other than general hospital, school, or other educational institution, and any building, not exceeding the general public use and not having a chief activity which is community oriented for profit.</li> <li>Golf links when approved by Board of Appeals.</li> </ol>	<p>Same as "R1"</p> <p>(See "definitions" - "height")</p>	<p>Same as "R2"</p>	<p>Same as "R1"</p>	<p>75 feet  (See Section 3.27.)</p>	<p>Same as "R1" for dwelling.</p>	<p>Same as "R1" for dwellings.</p>	<p>2 parking spaces for each building except 10 new spaces for each building alley</p>	
									<ol style="list-style-type: none"> <li>Any use permitted and as regulated in the "A2" district.</li> <li>Accessory, institutional and horticultural purposes, including but not limited to delis, general food markets, book stores and the selling of books, poultry and livestock, together with all other uses necessary for the production and storage of the products of such pursuits.</li> <li>Seasonal cottages not occupied more than 6 months in any 12-month period.</li> <li>Public utility buildings and other structures.</li> <li>Garages, (dry, used and gravel pits, subject to Section 3.06).</li> <li>Veterinary hospitals or clinics.</li> <li>Ordinary accessory uses and accessory structures, including but not limited to seasonal cottages, subject to Section 3.20.</li> <li>When approved by the Board of Appeals in any one case, cemetery, church, library, public riding academy, and institution other than general hospital, school, or other educational institution, and any building, not exceeding the general public use and not having a chief activity which is community oriented for profit.</li> <li>Golf links when approved by Board of Appeals.</li> </ol>



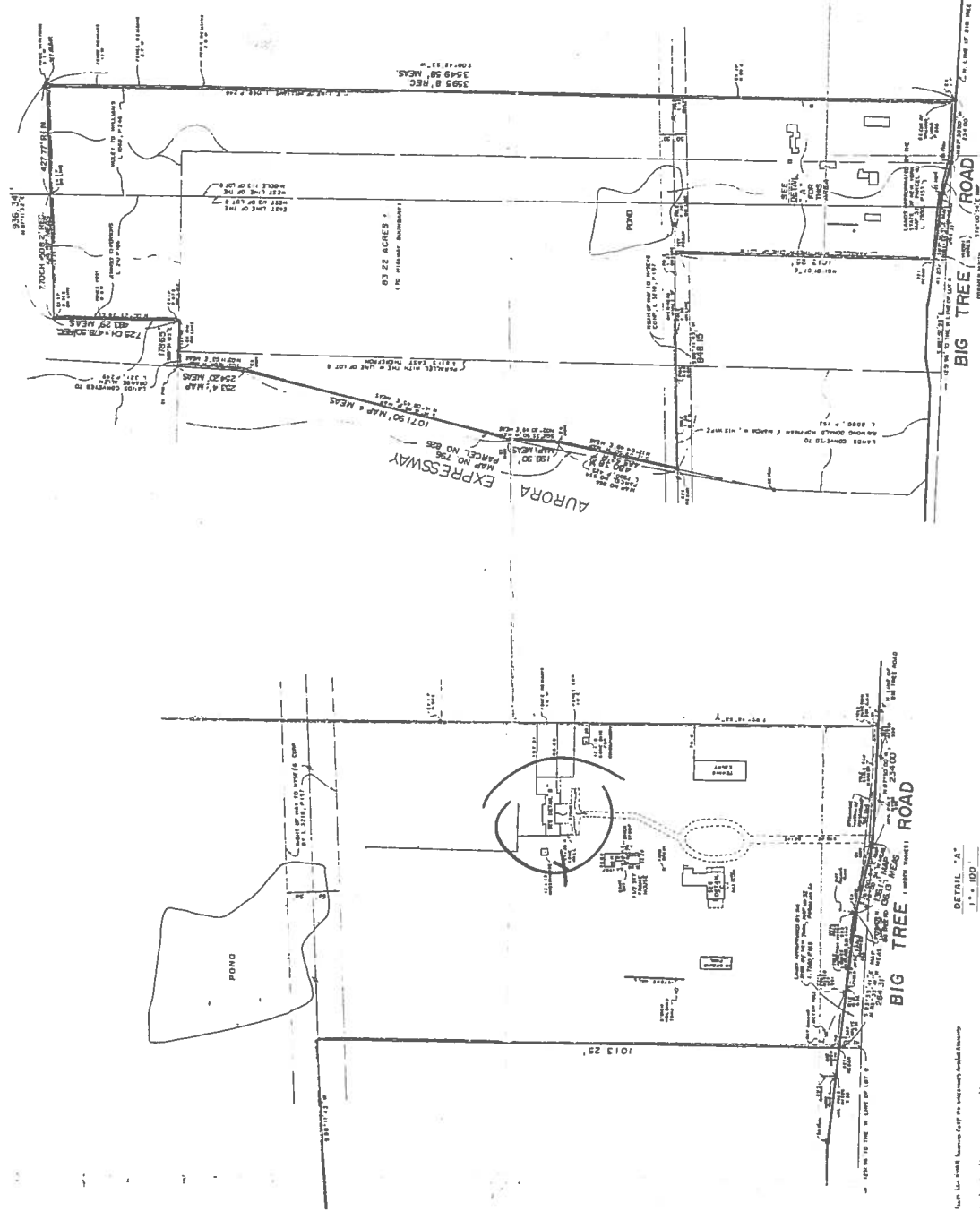
B1		B2		I	
<p>2. Signs for retail merchandising and customer services incident to retail sale of the following: (a) newspapers, magazines, books, and other printed matter; (b) foodstuffs, including meats, baked goods, dairy products, and other farm produce (includes preparation only, fresh fruits and vegetables); (c) clothing, footwear, jewelry, and home appliances; hardware and garden equipment; toys, novelties and novelties; musical instruments and musical equipment; jewelry, watches and novelties; photographic supplies and camera goods; stationery, stationery supplies; stationery, office and school supplies, light articles, cases, cosmetics, and perfumes.</p> <p>3. Art gallery, bank, barber shop, beauty shop, cleaning pick-up station, dry cleaning pickup station, pharmacy, photographer, sewing center, snack and food pickup station only.</p> <p>4. Passenger depot.</p> <p>5. Offices for architect, chiropractor, dentist, draftsman, insurance broker, law firm, physician, veterinarian, optician, optician, veterinarian, and veterinarian.</p> <p>6. Customary business accessory uses, including but not limited to parking areas, and other uses as determined by the Board.</p> <p>7. Signs limited in accordance with Section 1.1 but not projecting beyond the roof or above the roof of the building.</p>	<p>1. Any use permitted in the "B-1" district or in the "A-1" district except those enumerated in 3(b) paragraph 5 of permitted use in an "A-1" district.</p> <p>2. Signs for retail merchandising and customer services incident to retail sale of materials and products but not limited to those cited in the "B-1" district.</p> <p>3. Assembly hall or auditorium.</p> <p>4. Café, restaurant or tavern.</p> <p>5. Commercial recreation establishment such as bowling alley, dance hall, ski rental center, swimming pool, tennis courts, and other recreational facilities, when conducted only indoors and when light shall be controlled as provided in the Town Ordinance regulating them.</p> <p>6. Dry-cleaning plant using only noninflammable fluids, in self-contained, air-vent recirculating units; hand laundry, bakery.</p> <p>7. Filling station; public garage.</p> <p>8. Theater.</p> <p>9. Shop for custom work such as cabinet-making, carpentry, electrical and other trades, bookbinding, shoe repair, tailoring, and the making of articles for sale on the premises; but not including the repair, alteration, or maintenance of motor vehicles and the repair or maintenance of machinery, or the repair or maintenance of boats, except as provided in the Town Ordinance regulating them; or an operation or activity as conducted as in listed in subdivision 11 of Section 2.02 of this ordinance.</p> <p>10. Undergarment establishment, meat store, funeral parlor, funeral home.</p> <p>11. Volatile material storage, underground entry, and in quantities not exceeding 12,000 gallons.</p> <p>12. The following uses when approved by the Board of Appeals: (a) establishments for the repair, alteration, and maintenance of motor vehicles, including but not limited to the repair, alteration, and maintenance of boats, which shall be completely enclosed by a suitable wall and roof, (b) storage yards, which shall be completely enclosed by a suitable wall and roof, (c) any other use as determined by the Board of Appeals.</p> <p>13. Signs limited in accordance with Section 3.11.</p>	<p>Where dwellings are permitted, same as in adjacent "B-1" district.</p> <p>Where dwellings are not permitted, same as in adjacent "A-1" district.</p>	<p>20 feet for gasoline fuel pumps.</p>	<p>55,000 square feet - maximum allowable gross floor area for any commercial retail, merchandising or the customary services incidental to retail sales. (I.L. 1-2004 - applies to B-1 and B-2 zoning)</p>	<p>Same as in any adjacent "A-1" district, or not less than the height of the building, whichever is greater.</p>
<p>Please reference new code numbers</p> <p>Old 507 - New 116-17 /</p> <p>478 116-21 479 116-31A 520 116-31B 521 116-31C 527 116-41</p>					

permitted by the Board of Appeals. The Board of Appeals shall be notified by the applicant for each such use in writing, which shall be at least 30 days before the date of the meeting of the Board. Both such notices shall be filed with the Town Board.

Name of applicant, subject name for estimate or map. The map shall be in any "B-1" district.

# **Exhibit C:**

# **Survey**



STATE OF MISSISSIPPI COUNTY OF JEFFERSON

**JAMES L. SHISLER, L.S., P.C.**  
 PROFESSIONAL LAND SURVEYOR  
 EXP. LICENSE NO. 1082

PROJECT NO. 085  
 CHECKED BY: JLS  
 DATE: MAY 23, 1992  
 JOB NO. 95099

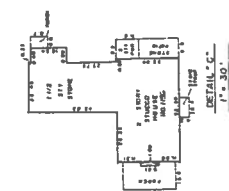
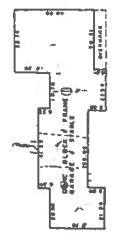
DATE	DESCRIPTION

NOTES: THE SURVEY WAS MADE IN ACCORDANCE WITH THE MISSISSIPPI SURVEYING ACT OF 1978. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. THE SURVEY WAS MADE ON THE DATE INDICATED ON THIS PLAN. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 N. GULF BLVD., SUITE 100, MEMPHIS, TN 38103.

DETAIL - A  
 1" = 100'

I hereby state that I am the owner of the land shown on this plan. I have read the plan and the description of the land and I have approved the same. I have been compensated for my services by the owner.

*James L. Shisler*  
 JLS



**Exhibit D:**

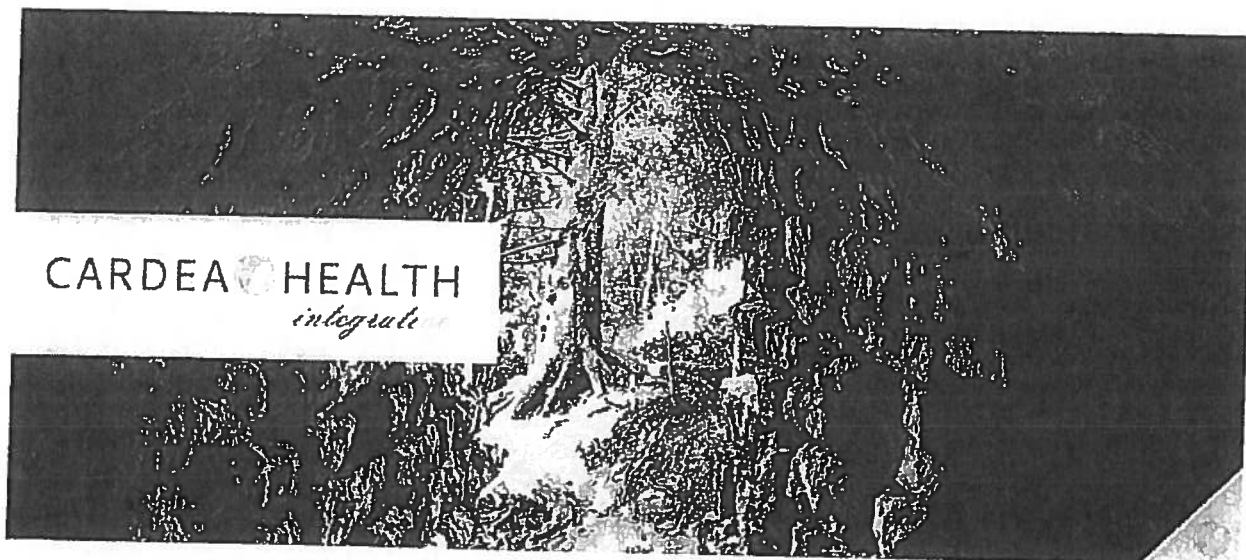
**Information**  
**regarding**  
**Cardea Health**

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## Why Wait?

THE MOST DIRECT PATH TO BETTER HEALTH  
IS HAVING THE NUTRIENTS YOU NEED  
DELIVERED RIGHT INTO YOUR SYSTEM  
THROUGH NUTRIENT IV THERAPY.

CARDEA HEALTH  
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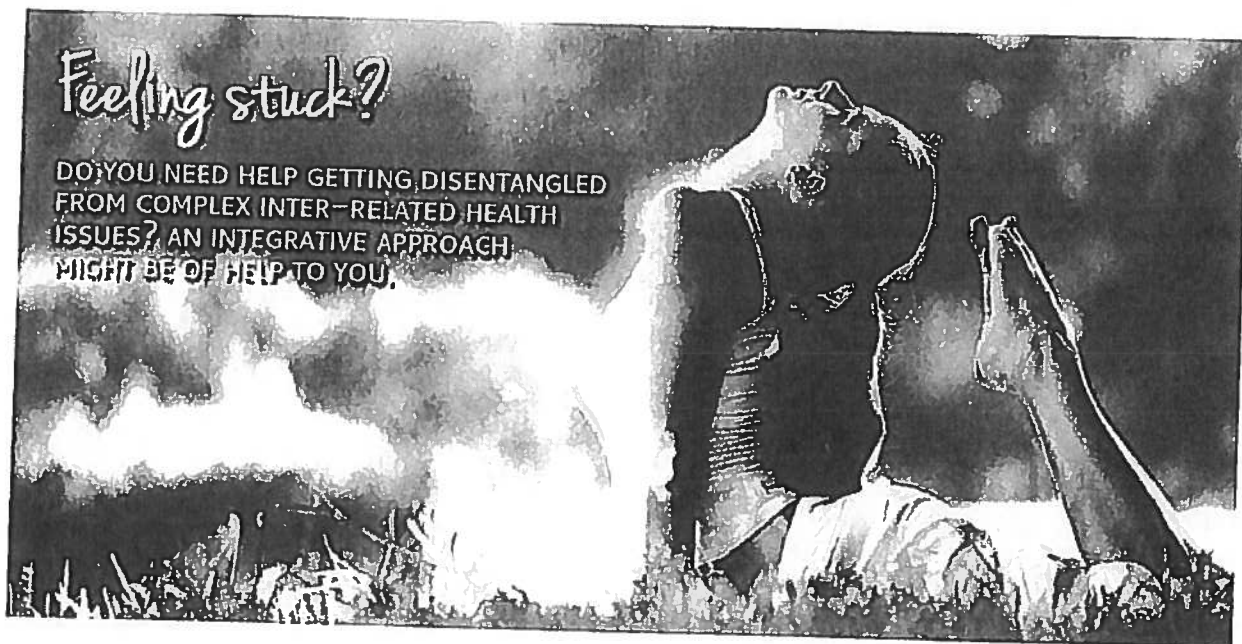
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Home > Our Unique Approach



**Functional Medicine is the future of conventional medicine.**

It seeks to identify and address the root causes of disease, and views the body as one integrated system, not a collection of independent organs divided up by medical specialties. It treats the whole system, not just the symptoms

**What is it?**



To integrate means "To make into a whole by bringing all parts together; unify." Integrative Medicine (IM) is a term that describes a design of caring for patients considering mind, body and soul. Integrative practitioners globally assess patients, examining [in depth] the role of genetics, environmental exposures, risk factors for disease, the role of nutrition, exercise, stress and sleep on the manifestation of disease. Often times, integrative providers will analyze risk factors and treat for "pre" disease states, slowing the progression or even halting the presentation of an official disease state. The emergence of integrative medicine has offered patients a healing centered model focused on shared decision making.

### **Why is CHI's Integrative Approach Important?**

Integrative medicine is the future paradigm for holistic health care: the cornerstone of care is preventive medicine and the focus is identifying the root cause of disease or symptomatology. Patients are more educated than ever before and desire to be a partner in their healthcare decisions. Many patients that seek IM are interested in a patient centered relationship, whereas there are informed decisions and treatment options. They value spending time with the provider, feeling heard and developing a trusting relationship where healthcare beliefs are considered and valued.

### **Are Certain Disease States Well Suited for Integrative Medicine?**

All disease and healthy states are well suited for integrative medicine. Many patients want to maintain their youth and good health – they desire knowledge on recommended supplements and lifestyle changes. We also see many patients who have seen numerous providers and have not found a cause for their symptoms. It is not unusual for patients with autoimmune, fatigue, fibromyalgia, GI disorders, menopause, thyroid disease or cancer to visit integrative centers. Often times, patients are seeking comprehensive care for a complex, long standing disease state. It is important to remember that it takes years for disease to manifest and it will take time to support the body to heal, however with a committed provider and patient partnership, positive outcomes will result.

**Patients often say, "I wish I would have found you sooner".**

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**Nutrient IV Therapy** can instantly infuse every cell in your system with a powerful dose of nutrients to rapidly replenish your health and revitalize your body. It is scientifically shown to reverse adverse conditions related to stress, sleep, moods, migraines, depression, and autoimmune disorders. As your system is immersed with nourishing nutrients, revel in relaxation and indulge in the bliss of the spa-like setting as you experience this safe and effective treatment for healing, health, and happiness.

Sit back, relax, and bask in the benefits as your body is quickly quenched with vitamins, minerals, and amino acids that protect and correct your health.

**IV Therapies at Cardea Health Integrative include:**

## CHELATION THERAPY



TRIPLE OXYGEN THERAPY

UVB (ULTRAVIOLET LIGHT) THERAPY

OXIDATIVE THERAPY

NUTRITIONAL & VITAMIN C THERAPY

BIO-ENERGETIC TESTING

MYERS' COCKTAIL

PERSONALIZED IV INFUSIONS

NUTRITION COUNSELING

Pricing and memberships are as followed:

*IV infusions*

*Fee Schedule:*

INITIAL CONSULTATIONS \$175

OFFICE VISITS \$75

*IV Therapies:*

CHELATION THERAPY \$130

NUTRITIONAL THERAPY \$130

VITAMIN C THERAPY \$130

OXIDATIVE THERAPY \$130

TRI-OX THERAPY \$130

TRI-OX WITH UVB THERAPY \$170

DENTAL DETOX THERAPY \$130

MACULAR DEGENERATION THERAPY \$130

DOUBLE TREATMENTS (2 IVS, SAME DAY) \$200

*Other Treatments:*

PROLOZONE INJECTIONS \$50

RECTAL INSUFFLATION OF TRI-OX \$50

B12 INJECTIONS \$25

*EDS Testing (Bio-Energetic Screening):*

INITIAL SCREENING \$150

FOLLOW-UP TESTING \$78

*Special Discounts (offers cannot be combined)*

PACKAGE PLAN  
(10) \$130 TREATMENTS FOR \$1,200

SPOUSE DISCOUNT  
10% OFF IV TREATMENTS

All fees are per visit. Payment is expected at the time services are rendered. We do accept cash, checks and credit cards (Visa, Mastercard, Discover and Amex). This office does not participate with any insurance plans. Most insurance plans do not pay for alternative medicine treatments. Fees are subject to change, there may be an additional charge if extra vitamins and/or nutrients are added to a standard IV mix.

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🏠 > Chelation Therapy

## CHELATION THERAPY

**Chelation** is the chemical process by which a metal or mineral (such as lead, mercury, copper, iron, arsenic, aluminum, calcium, etc.) is bonded to another substance. It is a natural process, basic to life itself.

### Chelation:

*The process of which trace elements are bonded to amino acids, ensuring absorption into the body.*

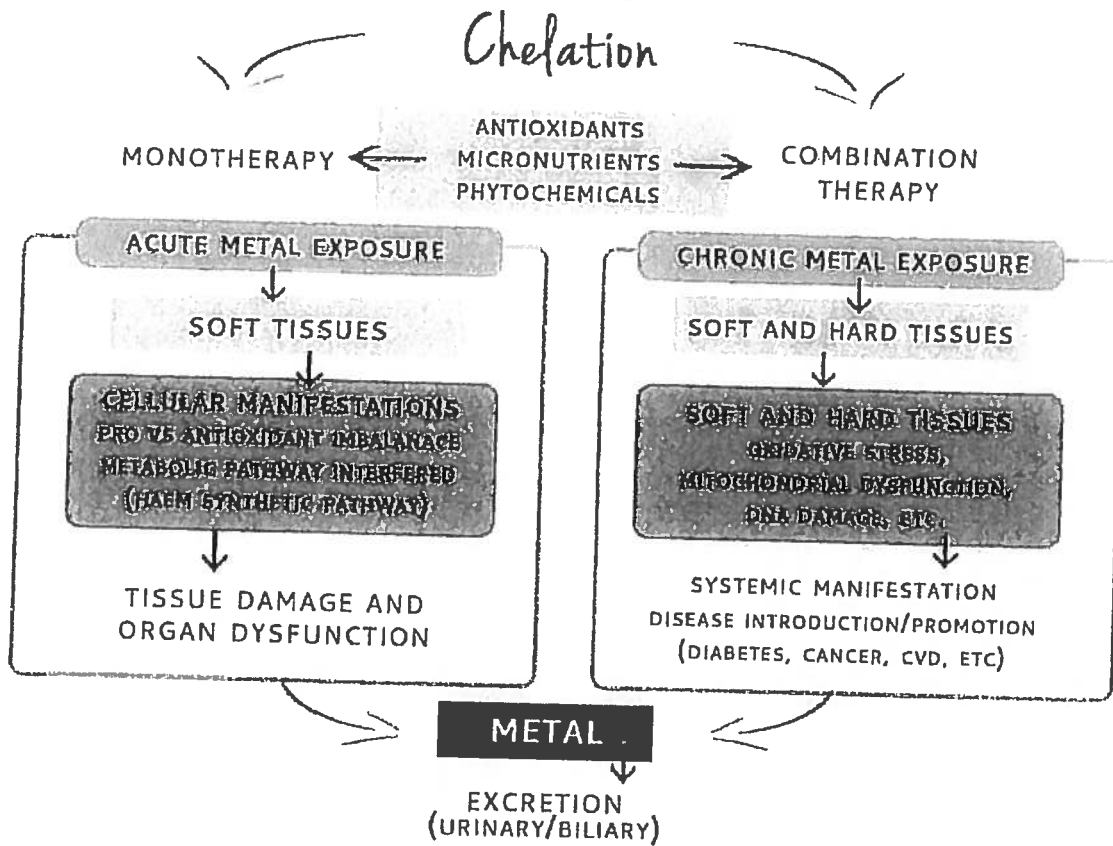
*- Collins English Dictionary*

Chelation is one mechanism by which such common substances as aspirin, antibiotics, vitamins, minerals and trace elements work in the body. EDTA (ethylene diamine tetra acetic acid) is a synthetic amino acid which has the ability to attach itself to metals and minerals, forming a particular kind of bond called a chelate. Heavier metals such as lead have a greater affinity for EDTA and form stronger bonds.

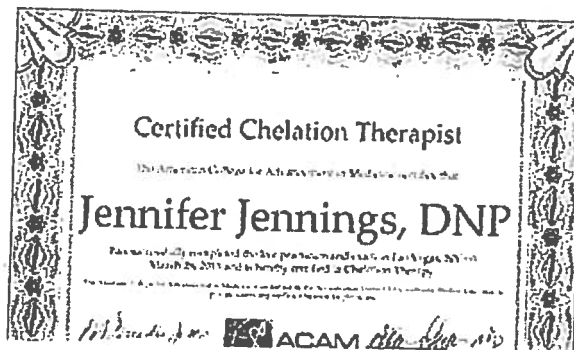
Chelation Therapy - Is the intravenous infusion of a synthetic amino acid, EDTA, into the bloodstream. As it moves through the blood vessels, it cleanses away toxic metals and calcium deposits that form plaque.



You may benefit from EDTA Chelation Therapy if you have or have had many different problems including: angioplasty, leg cramps, poor circulation, diabetes, bypass surgery, arthritis and angina.



For additional information on Chelation Therapy, Email [cardeahealthwny@gmail.com](mailto:cardeahealthwny@gmail.com), or reach out via our **Contact Page**.





[Click Here To View/Download Chelation Therapist Certificate from ACAM.](#)

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🏠 > Triple Oxygen Therapy



## TRIPLE OXYGEN THERAPY

**Triple Oxygen Therapy** is one of nature's most powerful oxidants and is used to treat a wide range of illnesses, such as: wound infections, diabetes, heart disease and colitis. At higher concentration, triple oxygen exhibits strong germicidal effect destroying virus, bacteria and fungus. At a lower concentration, triple oxygen stimulates the delivery of oxygen to the cells and enable the immune system to function properly. This IV Therapy is often used in conjunction with Chelation Therapy.

For additional information on Triple Oxygen Therapy, Email [CardeaHealthWNY@Gmail.com](mailto:CardeaHealthWNY@Gmail.com), or reach out via our **Contact Page**.

Go to: [Chelation Therapy](#)

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[Home](#) > [UVB \(Ultraviolet Light\) Therapy](#)

## UVB (ULTRAVIOLET LIGHT) THERAPY

**UVB (Ultraviolet Light) Therapy** is used in conjunction with TriOx therapy to eradicate bacteria, virus, fungus, mold, and parasites. UVB light kills infections of all sorts, and the energy is transferred from the light to the blood and is spread to every cell in the body.

UVB Therapy is designed to produce the following beneficial reactions:

- Anti-inflammatory effects
- Improved micro circulation and oxygenation of tissues
- Stimulation of the immune system
- Increased tolerance of the body towards radiation or chemotherapy.
- Cardiovascular protection through increased metabolism of cholesterol, uric acid, and glucose
- Resolution of vascular spasms
- Powerful anti-infection properties

With the overuse of antibiotics, many bacteria have become resistant to light and oxygen, making this an invaluable therapy.



For additional information on UVB (Ultraviolet Light) Therapy,  
Email [CardeaHealthWNY@Gmail.com](mailto:CardeaHealthWNY@Gmail.com), or reach out via our **Contact Page**.

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Home > Oxidative Therapy

CHELATION THERAPY

TRIPLE OXYGEN THERAPY

## OXIDATIVE THERAPY

UVB (ULTRAVIOLET LIGHT) THERAPY

OXIDATIVE THERAPY

We know there can be too much oxidation in the body. Oxidation is the process through which the body converts sugar into energy. The body also uses oxidation as its first line of defense against bacteria, virus, yeast and parasites. Even breathing oxygen is an oxidative process. When we use the principals of oxidation to bring about improvements in the body it is called a therapy herein referred to as Oxidative Therapy.

### LIFE CHANGING NUTRITION PROGRAM

A number of substances are known to cause oxidation in the body, but the most important of these is hydrogen peroxide. Hydrogen peroxide, when exposed to blood or other body fluids containing the enzyme catalase, is chemically split into oxygen and water. A small amount of hydrogen peroxide can supply large amounts of oxygen to the tissue.

Injections of Hydrogen Peroxide are not new. Its intravenous use was first reported by Dr. T.H. Oliver in the British Medical Journal (Lancet) in 1920. The use of hydrogen peroxide injections to generate oxygen in the body has been studied at many major medical research centers throughout the world. Today, between 2 and 100 scientific

articles are published each month about the chemical and biological effects of hydrogen peroxide.

There are many theories about the different functions of hydrogen peroxide in the body and a great deal of scientific material supports almost every one. Hydrogen peroxide is produced in the body in different amounts for different purposes. It is part of a system which helps your body regulate all living cell membranes. Scientists are discovering the function of hydrogen peroxide in the body is far more complex and important than previously realized.

For additional information on Oxidative Therapy, Email [CardeaHealthWNY@Gmail.com](mailto:CardeaHealthWNY@Gmail.com), or reach out via our **Contact Page**

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[Home](#) > [Nutritional & Vitamin C Therapy](#)

## NUTRITIONAL & VITAMIN C THERAPY

One of the most widely used nutrients in IV therapy is vitamin C. This vitamin has been studied for its beneficial actions in cancer treatment for over 25 years. It has been shown that at high doses, vitamin C is preferentially cytotoxic (destructive) to tumor cells, yet spares healthy tissue. A recent 2013 article demonstrated the safety and efficacy of high-dose vitamin C therapy in patients with pancreatic cancer who were concurrently receiving chemotherapy medications. The IV therapy protocol group had a survival time that was double that of standard treatment alone!



Also, this therapy has been shown to improve quality of life for breast cancer patients and reduce inflammation markers, which is important for a better prognosis. The same trial showed that IV vitamin C decreased tumor markers in 77% of prostate cancer patients and 73% of breast cancer patients.

Recent scientific papers have also concluded that IV Vitamin C does not interfere with the effectiveness of chemotherapy and in fact can reduce the side effects for those receiving conventional medical therapies.

A Vitamin C IV is also highly recommended immediately after the removal of amalgam dental fillings. Several research studies have indicated that vitamic C is able to bind the mercury present in amalgam fillings, and safely chelate (remove) it from the body.

For additional information on Vitamin C Therapy, Email [cardeahealthwny@gmail.com](mailto:cardeahealthwny@gmail.com), or reach out via our **Contact Page**

Read More: High Dose Vitamin C Questions & Answers from the National Cancer Institute.

Read More: Assessing the Efficiency & Safety of Intravenous Vitamin C in Combination with Standard Chemotherapy for Pancreatic Cancer.

VIDEO: Vitamin C Therapy & Cancer Prevention.

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🏠 > Bio Energetic Testing

## BIO-ENERGETIC TESTING



Electrodermal Screening (EDS) Test or Bio-energetic Testing – just what is it? According to traditional Chinese medicine, a form of bodily energy called chi is generated in internal organs and circulates throughout the body, forming paths near the surface of the skin called meridians. This whole-body network is called the meridian system. Acupuncture points are the points on the skin, usually located on meridians, where the circulation of chi can be manipulated. The meridian energy flow also carries with it information about internal organs that can be used in diagnosis. This is the basis of the electrodermal screening test. The EDS test works by measuring electrical resistance and polarization at acupuncture points and meridians. Through these safe, skin-level measurements, it is possible to analyze the bio-energy and bio-information produced by internal organs and systems.

The EDS test is one of the most thorough, powerful, and promising modern holistic medical/diagnostic methodologies. The EDS test succeeds at addressing the body holistically for a number of reasons:

1. A standard EDS examination enables the practitioner to quickly and safely collect information on 40 individual systems.

2. The bio-information signal read by the EDS device is a very direct and true description of the condition of the body because the body creates it.
3. The meridian network regulates or at least participates in every type of bodily function, so naturally it is a very good means by which to monitor the function of the whole body.
4. Medicine testing allows the technician to test any and every type of medication on the individual patient. This allows the technician to explore all types of available treatment and determine possible side effects with no risk to the patient.

For additional information on Bio Energetic Testing, Email [CardeaHealthWNY@Gmail.com](mailto:CardeaHealthWNY@Gmail.com), or reach out via our **Contact Page**.

## Hours of Operation

2470 Walden Avenue

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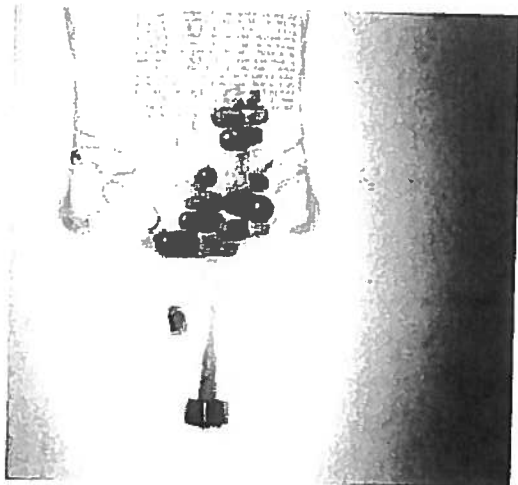
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Home > Myers' Cocktail

## MYERS' COCKTAIL

The **Myers' Cocktail** combines magnesium, calcium, B vitamins, and vitamin C. This combination of nutrients is versatile for immune boosting and adrenal support. Myers' cocktails have been found effective against a variety of conditions including chronic fatigue, depression, fibromyalgia, muscle spasms, asthma, seasonal allergic rhinitis, sinusitis, cardiovascular disease, adrenal fatigue, acute/chronic infections, chronic pain, migraines and quick recovery for athletes. Nutrient depletion can be caused by poor diet, refined foods, alcohol, smoking, chronic illness and emotional & physical stress. Stress "eats up" nutrients, especially B vitamins and magnesium.



Vitamin C has antioxidant, antiviral, antihistamine and in high doses, pro-oxidant anti-cancer properties. I.V. Vitamin C is indicated for immune support, allergies, wound healing, viral conditions and in some cases acute bacterial infections. Vitamin C can also be given to cancer patients with approval from an oncologist.

Magnesium deficiency is common, which may result in muscle spasms and fatigue. Replenishing this mineral is especially useful to treat asthma (bronchial spasms), high blood pressure (spasm of blood vessels), menstrual cramps (spasm of the uterus), migraines (spasm of blood vessels), and adrenal fatigue.

Glutathione is a powerful antioxidant which neutralizes free radicals, enhances the immune system, and improves liver detoxification. It also improves symptoms related to neurological conditions such as Parkinson's disease and nerve tissue damage from chemotherapy and diabetes. Glutathione is also highly effective to speed recovery from respiratory & sinus infections.

Alpha-Lipoic Acid (ALA) is a key antioxidant possessing neuroprotective and anti-aging properties. ALA is both water and fat soluble, allowing it to eliminate free radicals throughout the body including the brain. ALA enhances the activity of vitamins C and E, Co-Q 10 and increases levels of glutathione in the cells. ALA is effective for conditions such as asthma, cataracts, metal poisoning, radiation exposure, heart and liver disease, diabetic neuropathy, autoimmune diseases, inflammation and rheumatoid arthritis.

*Nutrients in Meyers' Cocktail:*

Magnesium chloride hexahydrate 20% (magnesium)	2-5 mL
Calcium gluconate 10% (calcium)	1-3 mL
Hydroxocobalamin 1,000 mcg/mL (B12)	1 mL
Pyridoxine hydrochloride 100 mg/mL (B6)	1 mL
Dexpanthenol 250 mg/mL (B5)	1 mL
B complex 100 (B complex)	1 mL
Vitamin C 222 mg/mL (C)	4-20 mL

For additional information on Meyers' Cocktail and Nutritional IV Therapy, Email [CardeaHealthWNY@Gmail.com](mailto:CardeaHealthWNY@Gmail.com), or reach out via our **Contact Page**.

Read More: Review – Intravenous Nutrient Therapy: the “Myers' Cocktail” by Alan R. Gaby, MD.

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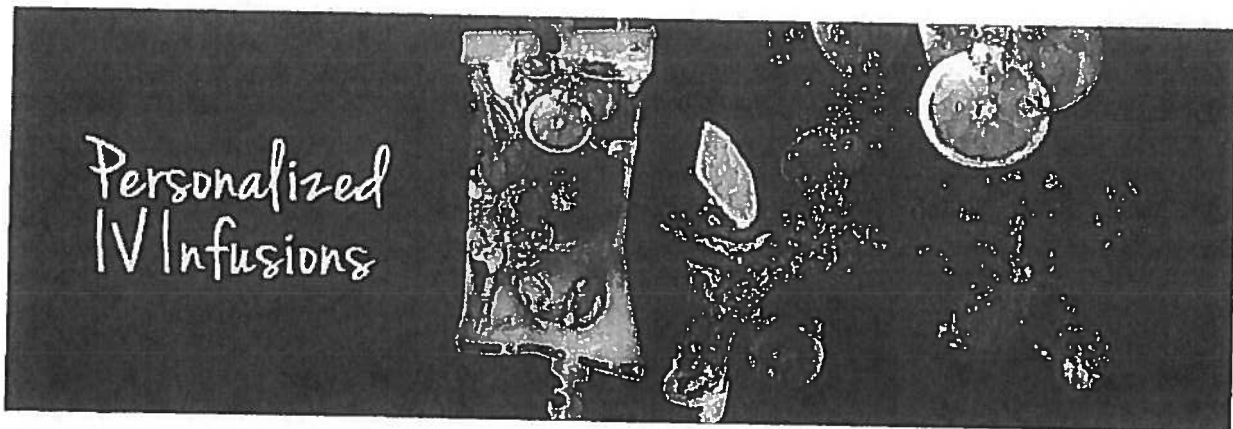
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Personalized IV Infusions



## 1. VitaFuse Signature Infusion

Take Control of your health. Restore vitality, increase your energy and just feel better overall. Our customized, balanced solution quickly replenishes the vitamins and minerals you need for energy, optimal health and well-being. Achieve the maximum effectiveness of essential nutrients by sending them directly to your cells. This IV is great for general nutritional supplementation.

## 2. Weight Loss Formula

Safely reduce body fat and control cravings with an infusion of our uniquely formulated, weight-loss solution. Receiving vitamins intravenously decreases the likelihood of experiencing severe hunger, because your cells are not "starving" for important nutrients.



### 3. Anti Aging and Skin Rejuvenation

Antioxidants help repair damage caused by stress, poor nutrition and aging. We deliver anti-aging nutrients directly to your cells where they're needed most. This solution will help you combat the aging process, hydrate and repair cells, and improve your skin's appearance and elasticity.

### 4. Energy

Don't live with exhaustion. Increase your energy, focus and stamina. Safely saturate your cells with vitamins, minerals and amino acids that your body requires. This formula uses only natural ingredients that the body needs for energy. It avoids stimulants like caffeine and guai na which are often found in popular energy drinks.

### 5. Immunity Booster

The best defense is a good offense! Go on the attack against viral, bacterial and fungal infections. Bolster your immunity with our formula that contains immune-boosting nutrients. Give your body the fundamental tools it needs to fight and win!

### 6. Athletic Performance

Our athletic performance IV is the best option before starting an exercise program that includes high physical demands. It's a great option for those training for Marathons, Triathlons, Pre-season training and just intense body shaping. This formula works best when provided in a series of 4-8, depending on the timing of the event. It has important B vitamins and other important nutrients that help muscles, endurance, and energy.

For additional information on Cardea Health's IV Therapy, Email [CardeaHealthWNY@Gmail.com](mailto:CardeaHealthWNY@Gmail.com), or reach out via our **Contact Page**.

Video: Nutrient IV Therapy – Are IV Treatments for Common Ailments A Good Idea?

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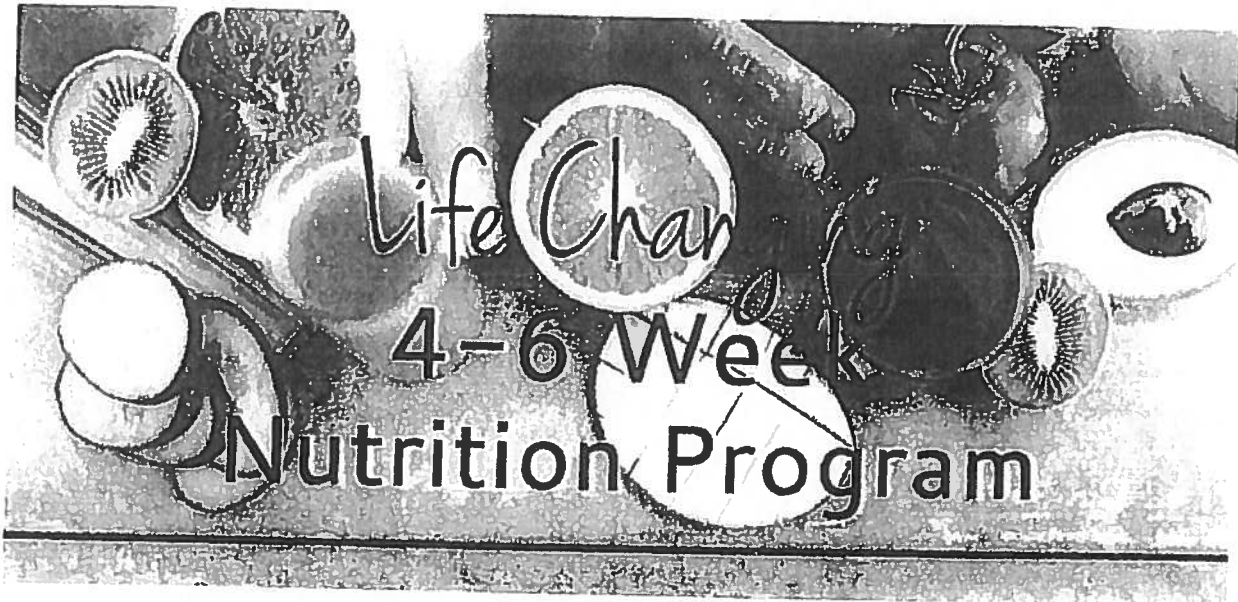
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🏠 > Life Changing Nutrition Program



**Health and Lifestyle Evaluation** | Initial consultation will last approximately 60 minutes and will include a complete a health and lifestyle evaluation. Based on your health concerns, you may also be given additional questionnaires to complete. You will also be given a 5-7 day food and activity log to complete for our next meeting.

**Current Diet Analysis** || At our second meeting, we will analyze and review your current diet and lifestyle and discuss the changes that can be beneficial or advantageous. You will also receive a recommendations report and relevant handouts.

**Recommendations Report** || Report outlining which foods to avoid, which foods to add, supplement recommendations, herbal recommendations, and lifestyle recommendations.

**Relevant Handouts** || It's all about education. You will receive many relevant handouts at each meeting, which are designed to educate you about which foods and nutrients are healthy and why. We will teach you everything we know, which will make it much easier for you to make educated choices about your health.

**5 day Meal Plan** || Customized just for you, providing the nutrition you need. It's not a diet, it's a lifestyle.

**Recipes** (From your meal plan) || Delicious and custom recipes for breakfast, lunch, and dinner will be provided along with healthy snack ideas. Most recipes also include health benefits of key ingredients so you know exactly why they are beneficial to your health. Have a recipe you can't live without? Bring it to us and we can make it healthy for you.

**4 meetings, in person, via phone, or Skype** || Initial consultation approximately 90 minutes, follow up meeting approximately 50 minutes. We will discuss your progress, concerns, struggles, successes, and make any changes if need be.

**Unlimited Email Support** || Have a question? Email me for a quick response in-between meetings and beyond. We are in this together!

**\$295**

**\*\*You can add this nutrition package to any IV package for only \$195.**

### Single Services

**Initial Consultation** || In this 60 minute consultation, you will complete a health evaluation history and discuss your health goals. Relevant handouts and verbal recommendations will be provided. If you choose a second consultation, you may be given various questionnaires to be completed. You will also keep a 5-7 day food and activity log to be analyzed at the second meeting. \$80

**Follow-up Counseling** || Based on the results of the questionnaires and analysis of your food/activity log, diet and lifestyle recommendations and relevant handouts will be provided. If you would like a customized meal plan with recipes, it can be created after this meeting (30 minutes). \$50

**Additional Counseling Sessions** || Discuss your progress, struggles, successes, and add support and additional helpful information and handouts (30 minutes). \$50

**5 Day Customized Meal Plan with Recipe Book** || You will receive a customized meal plan created to optimize your health, heal your gut, detoxify your body, and increase your energy. Also includes recipes with nutritional information. \$75

**Analysis of Your Condition & Recommendation Report** || Detailed description of your condition with lifestyle, nutrient, and supplement suggestions to improve, reverse, or support your condition. \$45 \*Initial consultation must be scheduled in order to purchase services 2 - 6.

### Other Services

**Grocery Store Tours** || Learn how to avoid GMOs, what is the dirty dozen and clean 15, how to find the healthiest options, and which ingredients to avoid. Shopping list and handouts included. Group and individual tours available. \$35/hr. individual, \$20/hr. per person for group (max 4 people).

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[Home](#) > [Client Testimonials & Stories](#)

⇒ “Two of my three bypasses had failed and little more could be done for me as my heart was not strong enough to survive the rigors of a second bypass surgery. I have now had 34 Chelation therapy sessions. My office staff says my color has returned and I am more vital, alive, and able to do more than simply sit behind my desk all day. My podiatrist says that the pulse in my feet and toes is distinctly better. Chelation therapy and the vitamin ritual I was put on have changed my life and I am deeply and forever grateful.” – W. J.

⇒ “I have had 2 coronary artery bypass operations and I started experiencing angina and shortness of breath to the point where just walking was very uncomfortable. After an angiogram I was told the only thing that would help me was another bypass but due to my age (79) and the fact that a third bypass was very, very risky, they would not recommend it. I must tell you after 5 treatments of EDTA Chelation and vitamins and minerals, I noticed an improvement in my well-being and a reduction in chest pains. Now after 40 plus treatments, my quality of life is such that I have resumed my normal lifestyle.” – D.M.

⇒ “I have been free of angina pains and also free of breathing problems caused by asthma. I can walk up hills without being short of breath.” – G. R.

⇒ “At age 48, I noticed myself becoming short of breath. After undergoing various tests, it was determined that I had a clogged artery, which required angioplasty to open it back up. Two years later, I had noticed aching in my arms and neck and shoulders at which time in my life (50yr.), I decided to look for other therapies for help in curing heart disease. My search led me to the



Barnes Wellness clinic where I had received 40-50 treatments of EDTA (Chelation therapy) which appeared to be helping. I had stopped treatments for 8 months, and noticed the symptoms coming back. This time my blood pressure had gone up to 160/100. Not good. Dr. Barnes sent me info regarding new treatments known as triple oxygen. After receiving the first treatment, my blood pressure started coming down and after the third treatment my blood pressure became normal and the other symptoms (aching arms, neck & shoulders) had left. I have also had a difficult time sleeping, but since the first treatment I have slept every night." - P. L.

⇒ "Chelation Therapy has done me great wonders. If it wasn't for Chelation Therapy I probably would not be here today because what it did to help my heart condition." R.A.J.

⇒ "I was diagnosed with macular degeneration - the dry kind in my left eye. I had regular eye examinations and I was referred to a retina specialist for the right eye. They discovered a hemorrhage and did a laser procedure to control the problem. In about 6 months, I was unable to read, write or drive. I went to another specialist for a second opinion and after extensive tests, both specialist agreed that there was nothing that could be done. I was told to go home and return in one year. I was told that I would be functional - in other words, could feed and dress myself. A friend told me about Dr. Barnes. I met with Dr. Barnes and he said he might be able to help but not to expect miracles. It took some time but my vision improved at every yearly exam. At my most recent exam, I was able to read the third line on the eye chart with my left eye and before starting with Dr. Barnes, I couldn't see the chart. I can now do many tasks again that I couldn't for a couple years." C.C.

⇒ "After being diagnosed with a chronic illness (chronic fatigue syndrome) my journey back to a functional level of health has lead me down many different paths. I would learn during this journey that many treatments that really help people heal would: 1. Not be accepted by the medical community unless they provided wealth to the pharmaceutical companies and 2. If they were not understood or out of the mainstream of medical thinking they would be dubbed quackery. Having a set back in my illness, I began IV therapies with Dr. Barnes. After several months, a slow upward progression took place, taking me back to a higher level of wellness. Today my energy level is back to where it was before my illness, my sleep is better than it has been in years. I would encourage you to take charge over your own health and well being."

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🏠 > Evidence Based Medicine: Reviews

## Evidence-Based Medicine: Literature Reviews

When talking to your patients about alternative medicine, you want to be able to answer the question: Is there any scientific evidence that this alternative medicine product or practice works and is safe? The resources on this page will help inform you about what the science says (limited to the past 5 years).

### Açaí

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

### Acupuncture

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

### Acupuncture for Chronic Pain

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

### Aging

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Aloe Vera

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)
- Herb-Drug Interactions (PubMed®)

Alzheimer's Disease / Dementia

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Antioxidants

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Anxiety

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Arthritis

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Asthma

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Attention-Deficit Hyperactivity Disorder (ADHD)

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Ayurvedic Medicine

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Benign Prostatic Hypertrophy and Complementary Health Practices

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Black Cohosh

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

Bodybuilding

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Calcium

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Cancer

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Cannabis

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Chamomile

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Chiropractic

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Cholesterol

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Chondroitin and Glucosamine

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Cold and Flu

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Cranberry

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Creatine

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>±</sup>)
- Randomized Controlled Trials (PubMed<sup>±</sup>)

#### Depression

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>©</sup>)
- Randomized Controlled Trials (PubMed<sup>±</sup>)

#### Diabetes

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>©</sup>)
- Randomized Controlled Trials (PubMed<sup>©</sup>)

#### Dietary Supplements and Safety

- Literature on Dietary Supplements and Safety (PubMed<sup>©</sup>)

#### Dimethyl Sulfoxide (DMSO) and Methylsulfonylmethane (MSM) for Osteoarthritis

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>±</sup>)
- Randomized Controlled Trials (PubMed<sup>©</sup>)

#### Echinacea

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>±</sup>)
- Randomized Controlled Trials (PubMed<sup>©</sup>)
- Herb-Drug Interactions (PubMed<sup>©</sup>)

#### Erectile Dysfunction

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>±</sup>)
- Randomized Controlled Trials (PubMed<sup>±</sup>)

#### Evening Primrose Oil



- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Eye Conditions

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
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#### Fenugreek

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

#### Fibromyalgia

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Folic Acid and Pregnancy

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Garlic

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

#### Ginkgo

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

- Herb-Drug Interactions (PubMed<sup>®</sup>)

#### Ginseng

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

#### Headache

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Heart Disease

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Hepatitis C

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Hepatitis C and Silymarin

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Hormones

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Hypnosis

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
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Irritable Bowel Syndrome

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Low Back Pain

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Massage

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Meditation

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Menopause

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Military Personnel

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Milk Thistle

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

Naturopathy

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Omega-3 and Cardiovascular Diseases

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Omega-3 Fatty Acids

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Omega-3 Fatty Acids and Prostate Cancer

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Osteoarthritis

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Pain

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Pediatric Immunization Controversy

- Literature on Pediatric Immunization Controversy (PubMed<sup>®</sup>)

#### Pediatrics

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Placebo Effect

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Literature on Placebo Effect (PubMed<sup>®</sup>)

#### Post-Traumatic Stress Disorder

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Probiotics

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Reiki

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#### Reservatrol

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
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#### Safety and Complementary Therapies

- Literature on Safety and Complementary Therapies (PubMed<sup>®</sup>)

Saw Palmetto

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

Seasonal Allergies (Allergic Rhinitis)

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Silymarin

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Sleep Disorders

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Smoking Cessation

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Soy

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

Spinal Manipulation

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Spinal Manipulation and Low-Back Pain

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### St. John's Wort

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

#### St. John's Wort and Depression

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### St. John's Wort Herb-Drug Interactions

- Herb-Drug Interactions (PubMed<sup>®</sup>)

#### Tai Chi

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- Randomized Controlled Trials (PubMed<sup>®</sup>)

#### Tea

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- Randomized Controlled Trials (PubMed<sup>®</sup>)
- Herb-Drug Interactions (PubMed<sup>®</sup>)

#### Traditional Chinese Medicine

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Urinary Tract Infections and Complementary Health Practices

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Vitamin D

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Volatile Oils

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Weight Loss

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Yoga

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)

Zinc for Common Colds

- Systematic Reviews/Reviews/Meta-analyses (PubMed<sup>®</sup>)
- Randomized Controlled Trials (PubMed<sup>®</sup>)



## Hours of Operation

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2470 Walden Avenue

Cheektowaga, NY 14225 ::

Tuesday & Friday 8am - 4pm

Wednesday 8am - 12pm

3375 East Main Road (Rt 20)

Dunkirk, NY 14048 ::

Monday & Thursday 8am - 4pm

-

Evening & Saturday Hours Available by Appointment.

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CBS' The Couch, talks about Holistic Medicine & Parenting December 21, 2014

Video: Nutrient IV Therapy Featured on Channel 2 News. December 21, 2014

*Cardea Health & Infusions CHI 2014-2015 ©*

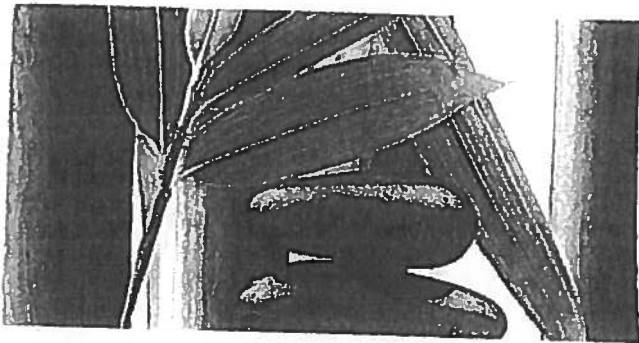
# CARDEA HEALTH

*integrative*

DR. JENNIFER, DNP, MS, APRN, FNP-BC | DR. ROBERT BARNES, DO

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**How is Integrative Medicine different from Conventional Medicine?**

**Integrative Medicine: What is it?**

**Is Integrative Medicine the wave of the future?**

**What can I expect when visiting an Integrative Medicine Practice?**

**What shall I ask a prospective provider to determine if this practice is right for me?**

**Why is Integrative Medicine Important?**

### **Hours of Operation**

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No products in the cart.

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## Recent Blog Posts

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CBS' The Couch, talks about Holistic Medicine & Parenting December 21, 2014

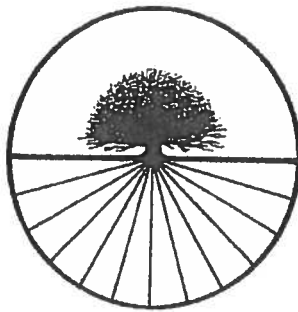
Video: Nutrient IV Therapy Featured on Channel 2 News. December 21, 2014

**Exhibit E:**

**Conservation  
Easement**

# **Twin Elms**

Donated December 28, 2004



## **Contents:**

Conservation Easement - copy  
Baseline Documentation - copy

**Conservation Easement  
Document**



Eckhart Recording  
page

ERIE COUNTY CLERKS OFFICE  
County Clerk's Recording Page

Return To:

BOX 169

Index DEED LIBER

Book 11088 Page 4510

No. Pages 0016

Instrument EASEMENT/RTWY

Date : 12/28/2004

Time : 3:25:50

Control # 200412281082

ECKHERT  
KENNETH  
ECKHERT  
SHARON

H JR

H

TT# TT 2004 013203

Employee ID FG

COUNTY		65.00
COE STATE		4.75
TRANSFER		.00
NFTA TT		.00
COE COUNTY		1.00
COE ST GEN		14.25
		.00
		.00
		.00
Total:	\$	85.00

STATE OF NEW YORK  
ERIE COUNTY CLERKS OFFICE

TRANSFER TAX

WARNING - THIS SHEET CONSTITUTES THE CLERK'S  
ENDORSEMENT, REQUIRED BY SECTIONS 319&316-a  
(5) OF THE REAL PROPERTY LAW OF THE STATE OF  
NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

CONSIDERATN \$ 1.00

TRANSFER TAX \$ .00

DAVID J SWARTS  
COUNTY CLERK



DL10884510

Received Time Feb. 9. 1:17PM

**CONSERVATION EASEMENT  
AND  
DECLARATION OF RESTRICTIONS AND COVENANTS**

**THIS CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS** ("Declaration") made December 28, 2004, is by and between **Kenneth H. Eckhert, Jr., and Sharon H. Eckhert**, husband and wife, having their principal residence at 1196 East Main Street, East Aurora, NY 14052 ("Grantor") and **Genesee Valley Conservancy, Inc.**, a New York not-for-profit corporation having its principal office at Box 73, One Main Street, Geneseo, NY 14454 ("Grantee").

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real property in the Town of Aurora, County of Erie, State of New York, that consists of approximately 94 acres as more fully described in Exhibit "A" and attached hereto and incorporated herein (hereinafter called the "Property").

**WHEREAS**, The Property includes within its boundaries lands consisting of approximately 76.5 acres which are described in Schedule "A" and "Exhibit "B" to this Declaration (hereinafter called the "**Conservation Area**") which have aesthetic, scientific, educational and ecological value in their present state as a natural area which has been subject only minimally to development or exploitation.

**WHEREAS**, the ecological significance of the Conservation Area, as well as the ecological and conservation standards to be implemented for the perpetual maintenance and operation of the Conservation Area, to be established in the reports and plans prepared by the Genesee Valley Conservancy, (hereafter the "**Baseline Document**") which reports, plans, and all accompanying photographs, documentation and exhibits attached thereto shall be kept on file at the principal office of the Grantee and the Grantor.

**WHEREAS**, the conservation values of the Conservation Area are outlined in the Baseline Document, which indicates that the preservation and conservation of the Conservation Area will yield significant public benefit for the following reasons:

1. The Conservation Area is a relatively natural area in which a significant wildlife population and stable plant community or similar ecosystem exists; including important wetlands, open water and a healthy mixed hard wood and coniferous forest.
2. The Conservation Area consists of valuable scenic and open-space vistas that can be seen from several public rights-of-way including Rt. 20A (Main Street) and the Aurora Expressway (Rt. 400).

3. The Conservation Area consists of open space, the preservation of which is in furtherance of the conservation policies as set forth by the, Town of Aurora County of Erie and the State of New York.
4. The Conservation Area consists of forested lands, which the Grantee is trying to protect for future generations.

**WHEREAS**, Grantee, having a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), which has been established as a public charity for the purpose of preserving and conserving natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes. Grantee qualifies as a "qualified organization" under Section 170(h)(3) of the Code.

**WHEREAS**, the State of New York has recognized the importance of private efforts to preserve rural land in a scenic, natural and open condition through conservation restrictions by enactment of Environmental Conservation Law, Section 49-0301, et. seq. and General Municipal Law, Section 247.

**WHEREAS**, Grantor desires to perpetually preserve and conserve the Conservation Area by subjecting the Conservation Area to the covenants and restrictions of this Declaration.

#### **CONSERVATION EASEMENT**

**NOW, THEREFORE**, Grantor, subject to the conditions, Permitted Uses and rights of Grantor herein mentioned, and in consideration of the mutual covenants contained herein, and with the intention of making an absolute and unconditional gift, freely grants and conveys unto the Grantee, its successors and assigns forever, a perpetual easement in gross over the Conservation Area according to the terms set forth in this Declaration, and herein agrees to subject the Conservation Area perpetually to the covenants and restrictions herein set forth, all as more specifically set forth as follows:

##### **A. GRANT OF ACCESS EASEMENT**

Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following easements and rights of access to the Conservation Area:

1. The right of the Grantee, in a reasonable manner at reasonable times to enter and inspect the Conservation Area, provided, however, that Grantor is given written notice of such visits seven (7) days in advance;

2. The right, but not the obligation, of the Grantee, at Grantee's expense, to enter on the Conservation Area for the purpose of performing any action required, in Grantee's judgment, to preserve, conserve or promote the natural habitat of the wildlife, trees, fish, plants, or other vegetation located within the Conservation Area, provided that such changes are disclosed to the Grantor in writing at least thirty (30) days prior to performing such act and Grantor approves, in writing, such actions;
3. The general public or any member thereof shall construe nothing contained in this Declaration to grant a general right of entry onto the Conservation Area.

**B. GRANTOR'S DECLARATION OF COVENANTS AND RESTRICTIONS**

The Grantor for themselves, their successors and assigns, covenants and declares that the following restrictions shall run with the land of the Conservation Area and bind the Conservation Area in perpetuity, subject only to the rights, reservations, and conditions set forth herein.

1. No industrial, commercial or commercial-recreational uses or activities shall be made or undertaken within, upon, or under the Conservation Area with the exception of the following:
  - (a) Agriculture, including the breeding, boarding, training and sale of livestock.
  - (b) Accessory creative or professional use in the nature of a home office or art studio but only if such use is conducted exclusively within a residence or other enclosed structure permitted under this Declaration and does not violate any other prohibition or limitation imposed upon the Conservation Area under this Declaration; and
2. There shall occur no construction, land improvement, or development activities within, upon or under the Conservation Area with the exception of:
  - (a) To construct, repair, remodel, reconstruct, and maintain the following Improvements of the Conservation Area:
    - (i) Accessory structures, including, but not limited to, garages and sheds.
    - (ii) Agricultural structures, including, but not limited to, barns, sheds, and silos.
    - (iii) Recreational facilities normally accessory to the other uses permitted in this document, including, but not limited to, ponds and trails.
    - (iv) Fences, and

- (v) Facilities normally used in connection with supplying utilities and removing effluent from the Improvements permitted under the terms of this Easement and Declaration.

Provided, however, in the event of damage resulting from casualty loss to an extent rendering repair of an existing improvement impractical, erection of a structure of comparable size, bulk, use, and general design to the damaged structure shall be permitted within the same location.

- 3. No cutting of timber or removal or destruction of trees without prior written approval of the Grantee shall be permitted within the Conservation Area except for the following purposes:
  - (a) To clear or restore vegetative cover that has been damaged or disturbed by forces of nature or otherwise.
  - (b) To prune and selectively thin trees according to good forestry management practices.
  - (c) To prune and selectively thin trees that risk potential harm or damage to existing structures.
- 4. No billboards or outdoor advertising structures shall be placed, erected or maintained within the Conservation Area except: a reasonable number of regulatory (for example, "no trespassing" or "no hunting" signs); educational signs (such as to identify historic sites or plant species); directional signs; and one sign (or more if approved by the Grantee) not exceeding sixteen (16) square feet for any of the following purposes:
  - (a) Stating the name of the Conservation Area or the names and addresses of the occupants or both.
  - (b) Advertising an activity permitted under the provisions of this Declaration.
  - (c) Identifying the interest of Grantor or Grantee in the Conservation Area.
  - (d) Temporarily advertising the Conservation Area or any portion thereof for sale or rent.
  - (e) Temporarily advertising or expressing support for: a political candidate, issue, referendum or other political consideration.
- 5. No depositing, dumping, abandoning or release of any solid wastes or debris or any liquid wastes or chemical substances shall be permitted within the Conservation Area except for the following:
  - (a) Chemical substances for the purpose of maintaining or improving the growth of vegetation or the conservation of natural resources, provided

such application conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations, does not materially or adversely affect surface or ground water quality, and does not occur within one hundred (100) feet of streams or wetlands; and

- (b) Residential sanitary facility effluent from improvements existing or to be constructed within the Conservation Area provided such disposal conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations.

6. There shall be no exploration for, or development and extraction of, minerals and hydrocarbons by any subsurface mining method or any other method that would impair or interfere with the conservation values of the Conservation Area or the Conservation Purposes. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise prohibited by this paragraph, Grantor must notify Grantee and submit a plan for Grantee's approval that provides for minimizing the adverse effects of the operation on the conservation values of the Conservation Area. In addition to such other measures as may be required to protect the conservation values of the Conservation Area, the plan must provide for: (1) concealing all facilities or otherwise locating them so as to be compatible with existing topography and landscape to the greatest extent possible and (2) restoring any altered physical features of the land to their original condition as established in the Baseline Documentation and as otherwise may be required in this Conservation Easement.
7. The Conservation Area shall be operated and managed so as to conform to the standards set forth in the Baseline Document.
8. Nothing in the above restrictions shall be construed to prevent the subdivision of the Conservation Area.

**C. GRANTEE'S DECLARATION OF COVENANTS AND RESTRICTIONS**

In consideration of the foregoing covenants, Grantee, by acceptance of this Conservation Easement, covenants and declares the following on behalf of itself and its successors and assigns:

1. Grantee, its successors or assigns shall hold this Conservation Easement exclusively for the purposes enumerated herein or in the Conservation Plan, as amended with the written consent of Grantor and Grantee from time to time, in perpetuity.
2. Grantee shall use its best efforts to enforce both the rights granted to it and the restrictions imposed upon the Conservation Area under this Declaration.

3. If at any time Grantee or any successor or assignee is unable to enforce this Easement in full or fails to do so, or if Grantee or any successor or assignee ceases to exist or ceases to be a qualified organization, and, if, on the occurrence of any of these events, Grantee or any successor or assignee fails to assign all of its rights and responsibilities under this Easement to a qualified organization, then the rights and responsibilities under this Easement shall become vested in and fall upon another qualified organization in accordance with a *cy pres* proceeding or in any court of competent jurisdiction.
4. Notwithstanding the foregoing or anything else in this Declaration to the contrary, Grantee, its successors and assigns shall have the right to assign, either wholly or partially, its right, title and interest hereunder provided that the assignee is a "Holder" under the Code and provided that the assignee shall hold the Conservation Easement exclusively for purposes herein set forth. The term "Grantee" as used in this Declaration shall mean the above-named Grantee and any of its successors and assigns.

D. **GENERAL PROVISIONS**

1. The Grantee shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions set forth in this Declaration. The foregoing shall not limit any of the rights or remedies available to the Grantee as specifically set forth in any law or in this Declaration.
2. If Grantor acknowledges or a court of competent jurisdiction determines that a violation of this easement has occurred, Grantor shall pay, either directly or by reimbursement to Grantee, all reasonable attorney's fees, court costs and other expenses incurred by Grantee (herein called "Legal Expenses") in connection with any proceedings under this Section.
3. The parties recognize the environmental, scenic, and natural values of the Conservation Area and have the common purpose of preserving these values. This Easement and Declaration is intended to convey an Open Space Conservation Easement on the Conservation Area by Grantor to Grantee, exclusively for the purpose of preserving open space character in perpetuity for environmental, educational, scenic, and natural values, by preventing the use or development of the Conservation Area for any purpose or in any manner contrary to the provisions herein. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purposes of the Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid should be favored over any interpretation that would render it invalid. The parties intend that this Easement and Declaration, which is by nature and character primarily negative in that the Grantor

has restricted and limited their right to use the Conservation Area, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

4. Grantor shall indemnify and hold Grantee harmless for any liability, costs, reasonable attorneys' fees, judgments, or expenses to Grantee or any of its officers, employees, agents or independent contractors resulting: (a) from injury to persons or damages to property arising from any activity on the Property, except those due solely to the acts of the Grantee, its officers, employees, agents, or independent contractors; and (b) from actions or claims of any nature by third parties arising out of the entering into or exercise of rights under this easement, excepting any of those matters arising solely from the acts of Grantee, its officers, employees, agents, or independent contractors.
5. Grantor, their successors and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Conservation Area, including the maintenance of general liability insurance coverage.
6. Grantor shall continue to pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Conservation Area, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten (10) days prior written notice to Grantor, according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy thereof. That payment, if made by Grantee, shall become a lien on the Conservation Area of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two (2) percentage points over the prime rate of interest from time to time charged by Citibank, N.A.
7. This Easement and Declaration gives rise to a property right and interest immediately vested in the Grantee. For purposes of this document, the fair market value of such right and interest shall be equal to the difference, as of the date hereof, between the fair market value of the Conservation Area subject to this easement and the fair market value of the Conservation Area if unencumbered hereby (such difference, divided by the fair market value of the Conservation Area unencumbered by this Easement, is hereinafter referred to as the "Proportionate Share"). In the event a material, unforeseeable change in the conditions surrounding the Conservation Area makes impossible its continued use for the purposes contemplated hereby, resulting in an extinguishment of this Easement or any material term or provision thereof by a judicial proceeding; then upon subsequent transfer of title of all or any part of the Conservation Area, and after satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made after the date of this grant, which amount shall be reserved to the



Grantor) in accordance with their respective Proportionate Shares in the fair market value of the Conservation Area. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant.

8. Whenever all or part of the Conservation Area is taken by exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Declaration, the Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by the Grantor and the Grantee, including reasonable attorney's fees, in any such action shall be paid out of the recovered proceeds. Grantee shall be entitled to a Proportionate Share of the recovered proceeds and shall use such proceeds in a manner consistent with the conservation purposes of this grant. The respective rights of the Grantor and Grantee set forth in paragraphs 5 and 6 shall be in addition to and not in limitation of, any rights they may have in common law with respect to a modification or termination of this Easement by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.
9. The failure of Grantee to exercise any of its rights under this Declaration on any occasion shall not be deemed a waiver of said rights and Grantee retains the right in perpetuity to require full compliance by Grantor of the covenants and restrictions in this Declaration.
10. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Easement. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Declaration which are not inconsistent with the basic purpose of the Declaration as stated in this document, provided, however, that Grantee shall have no right or power to agree to any amendments hereto that would result in this Easement and Declaration failing to qualify as a valid conservation easement under Article 49, Title 3 of the Environmental Conservation Law of the State of New York, as the same may be hereafter amended, and any regulation issued pursuant thereto, or Section 170(h) of the Internal Revenue Code governing "Qualified Conservation Contributions."
11. This Declaration and all of the covenants, easements and restrictions herein set forth shall run with the land and be binding upon, and inure to the benefit of, Grantor and their successors and assigns. The term "Grantor" used herein shall mean and include the above-named Grantor and any of their successors or assigns that are the legal owners of the Conservation Area or any part thereof.
12. Grantor shall be and remain liable for any breach or violation of this Declaration only if such breach or violation occurs during such time as Grantor is the legal owner of the Conservation Area or part thereof. This Declaration may only be enforced by the parties

hereto, and their respective successors and assigns, and no third party beneficiary rights, including but not limited to third party rights of enforcement, are created hereby.

13. Grantee shall have the right to require the Grantor to restore the Property to the condition required by this Easement and to enforce this right by any action or proceeding that Grantee may reasonably deem necessary. However, Grantor shall not be liable for any changes to the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or to the Property resulting from such causes.
14. Grantor agrees that all mortgages upon any or all of the Conservation Area entered into after the date of this Easement will be subject to and subordinate to the Easement.
15. Grantor shall notify Grantee in writing of any sale, transfer, lease or other disposition of the Conservation Area or any part thereof, whether by operation of law or otherwise, at least 30 days after such disposition, such notice shall include a copy of the deed, lease, or other Declaration of transfer, the date of transfer, and the name or names and addresses for notices of the transferee.
16. All notices required of Grantor under the terms of this Declaration, and all requests for the consent or approval of Grantee, shall be in writing and served personally or sent by certified mail, return receipt requested, addressed to Grantee at the address set forth above or such other address provided by Grantee for the purpose.
17. By signing this Conservation Easement, Grantor certifies that:
  - (a) Grantor has received and fully reviewed the **Baseline Document** its entirety.
  - (b) The Conservation Plan sets forth the true, correct and complete conservation values and present condition of the Conservation Area as of the date of this Declaration.
  - (c) Grantor has been represented by counsel of Grantor's selection, and fully understands that Grantor is permanently relinquishing property rights, which would otherwise permit the Grantor to have the full use and enjoyment of the Conservation Area.
  - (d) Grantor hereby certifies that the Conservation Area is not encumbered by any mortgage, lien or other encumbrance, or that all such mortgages, liens or encumbrances, if any, have been subordinated to this Declaration by a duly executed instrument recorded in the Office of the County Clerk in which the Conservation Area is located.

(e) That the undersigned individual signing on behalf of the Grantor has all legal authority to enter into this Declaration and perform all of the obligations of the Grantor hereunder, as the binding act of the Grantor.

**TO HAVE AND TO HOLD** the easements and rights set forth in this Declaration unto Grantee, its successors and assigns, for its own use and benefit forever.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, Grantor and Grantee have executed this Declaration as of the day and year first above written:

**GRANTORS:**

Kenneth H. Eckhart, Jr.  
Kenneth H. Eckhart, Jr.

Sharon H. Eckhart  
Sharon H. Eckhart

**GRANTEE:**

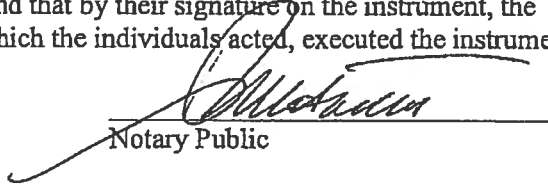
Genesee Valley Conservancy, Inc.,  
a not-for-profit corporation

Sara W. Wood  
Sara W. Wood, Treasurer

12/28/04

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

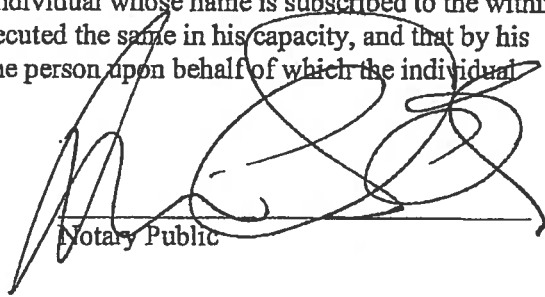
On the 28<sup>th</sup> day of December, in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared **Kenneth H Eckhart, Jr., and Sharon H. Eckhart**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.

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

PAUL MICHAEL HASSEL  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Sept 30, 20 06

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

On the 28<sup>th</sup> day of December, in the year 2004, before me, the undersigned, a notary public in and for said state, personally appeared **Sara W. Wood**, 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 which the individual acted, executed the instrument.

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

KEVIN G. VAN ALLEN  
Notary Public  
Monroe County, New York  
Expires 01/11/10

## Schedule A

### Deed description for the Conservation Area

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Aurora, County of Erie, State of New York, being part of Lot No. 8, Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

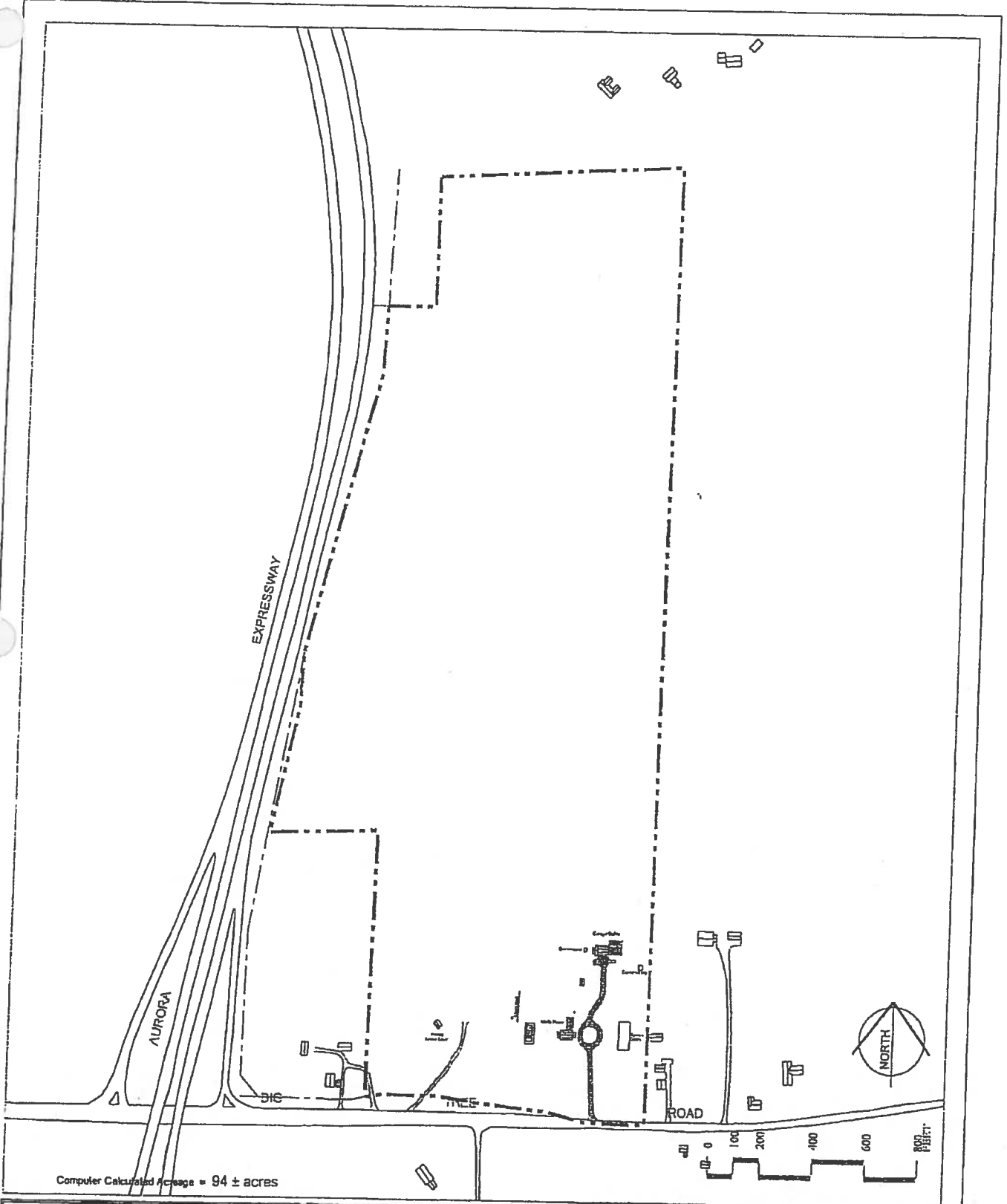
**COMMENCING** at a point in the north line of Big Tree Road at the southeast corner of lands deeded to Alice P. Williams by deed recorded in Erie County Clerk's Office in Liber 1068 of Deeds at page 246; thence northerly along said easterly line of Williams' 1055.39 feet to a point in the southerly line of a 100 foot right of way granted to the New York State Electric and Gas Corporation as recorded in the Erie County Clerk's Office in Liber 3218 of Deeds at page 197, which is the point or place of Beginning; thence continuing northerly along said east line a record distance of 2540.41 feet to the northeast corner of said Williams' land; thence westerly along the north line of said Williams' lands and the north line of lands conveyed to Persons by deed recorded in the Erie County Clerk's Office in Liber 210 of Deeds at page 186, a record distance of 935.79 feet (being a measured distance of 936.34 feet) to a point in the east line of lands conveyed to Orange Allen by deed recorded in Erie County Clerk's Office in Liber 321 of Deeds at page 249; thence southerly along the east line of said Allen's lands a record distance of 478.50 feet (being a measured distance of 483.29 feet) to the southeast corner of said Allen's lands; thence westerly along the south line of Allen's lands a record distance of 182.4 feet (being a measured distance of 178.65 feet) to land appropriated by The People of The State of New York for the Aurora Expressway and designated as Map No. 796, Parcel No. 826; thence south  $3^{\circ} 16' 04''$  west 253.4 feet (measured at south  $3^{\circ} 11' 03''$  west 254.20 feet) along said appropriated lands to an angle; thence continuing southwesterly, along appropriated lands south  $14^{\circ} 13' 46''$  west by record and south  $14^{\circ} 08' 45''$  west by measure, 1071.90 feet to a point; thence southerly along lands appropriated by deed recorded in Erie County Clerk's Office in Liber 7500 of Deeds at page 425 and designated as Map No. 866, Parcel No. 934, south  $02^{\circ} 35' 50''$  west by record and south  $2^{\circ} 30' 49''$  west by measure, 198.90 feet to a point; thence southwesterly along said appropriated lands, south  $12^{\circ} 09' 50''$  west 483.52 feet (a measured course and distance of south  $12^{\circ} 4' 49''$  west and 480.38 feet) to a point in the center line of the New York State Electric and Gas right of way recorded in Erie County Clerk's Office in Liber 3248 of Deeds at page 482; thence easterly along said center line and said line extended easterly 848.15 feet to a point; thence southerly and parallel with the west line of Lot No. 8, 50 feet to a point in the southerly line of the 100 foot right of way granted to the New York State Electric and Gas Corporation as aforesaid; thence easterly along said southerly line 624.88 feet to the point or place of Beginning, containing 68.63 acres of land more or less.

Also included in the **Conservation Area** is a portion of the lands purchased by Dr. and Mrs. Eckhart from Raymond Hoffman, December 29, 2000 in Liber 10975 of Deeds at page 5402, recorded in the Erie County Clerk's office, described as follows:

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Aurora, County of Erie, and State of New York, being part of Lot No. 8, Township 9, Range 6 of the Holland Land Company's Survey:

**COMMENCING** at a point in the former north line of Big Tree Road (966 feet wide), 811.50 feet east of the west line of Lot No. 8, as measured along said north line: thence northerly and parallel with the west line of Lot No. 8, 1034.60 feet to the center line of the right of way granted to New York State Electric and Gas by deed recorded in the Erie County Clerk's office in Liber 3218 of deeds page 197: thence easterly along said center line, 441 feet to a point: thence southerly and

Exhibit A



Computer Calculated Area = 94 ± acres

**ECKHERT**  
TOWN OF AURORA  
ERIE COUNTY, NEW YORK

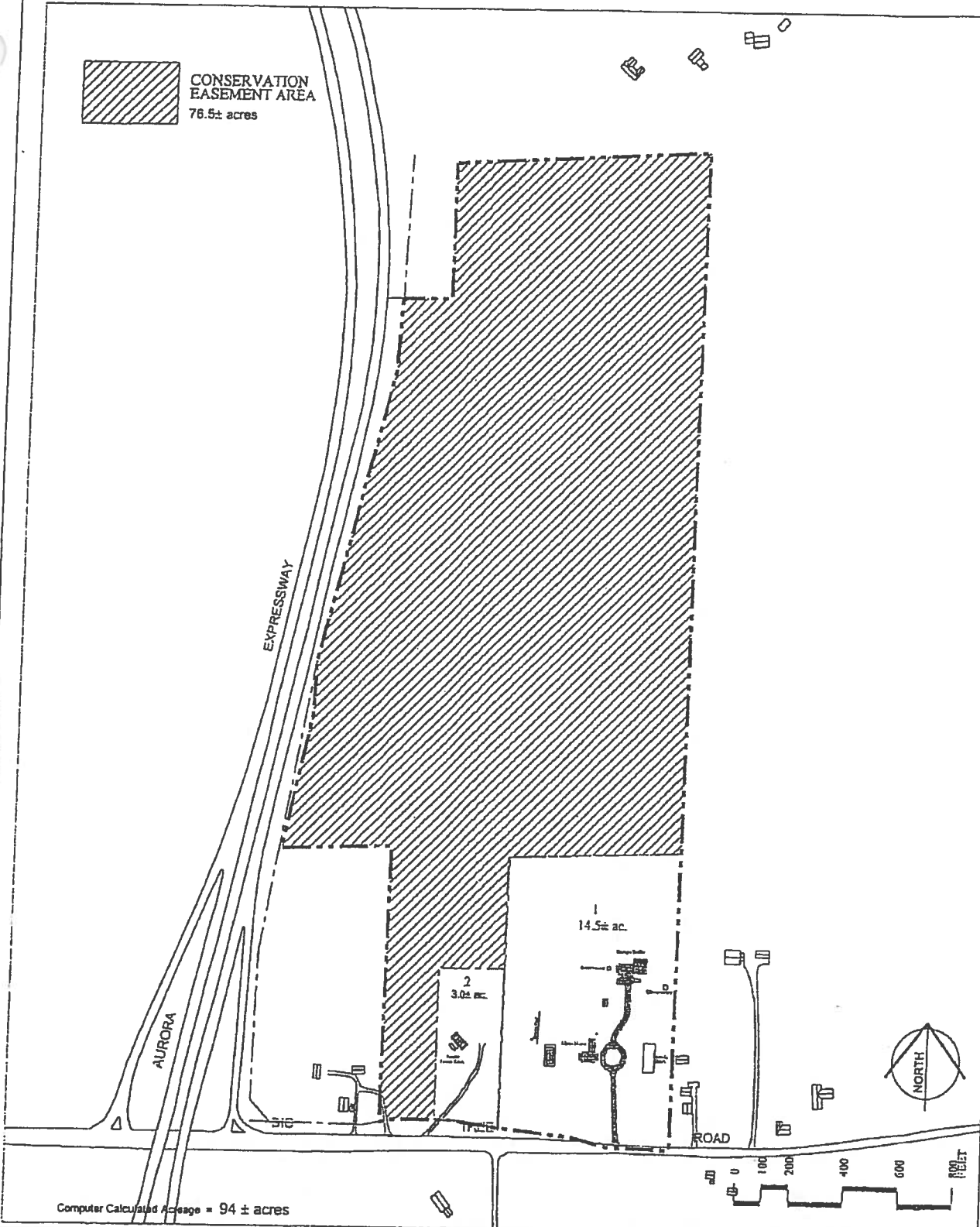
BASE MAP

THIS MAP IS A  
REPRODUCTION OF  
A MAP MADE BY  
ECKHERT & CO.  
ENGINEERS & SURVEYORS  
OF AURORA, N.Y.

Genesee Valley Conservancy  
PO Box 73, Genesee, NY 14454

Exhibit B

 CONSERVATION  
EASEMENT AREA  
76.5± acres



Computer Calculated Acreage = 94 ± acres

**ECKHERT**

TOWN OF AURORA  
ERIE COUNTY, NEW YORK

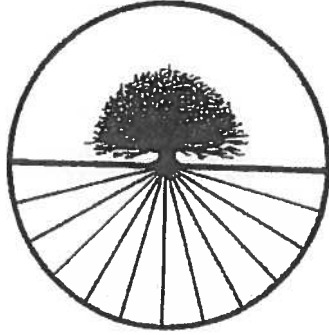
CONSERVATION  
EASEMENT PLAN

Genesee Valley Conservancy  
PO Box 73, Genesee, NY 14454

Genesee Valley Conservancy  
PO Box 73, Genesee, NY 14454

# **Baseline Documentation**





**Genesee Valley Conservancy**  
**Conservation Easement**  
**Baseline Summary**

**TWIN ELMS**

**KENNETH H. AND SHARON H. ECKHERT, JR.**

**February 8, 2005**

**Genesee Valley Conservancy**  
**PO Box 73, One Main Street**  
**Geneseo, NY 14454**  
**(585) 243-2190**

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### I. Baseline Documentation Landowner Acknowledgment

**Property:** Twin Elms  
**Property Owner:** Kenneth H. and Sharon H. Eckhert, Jr.  
**Location:** 1100 Block Main Street, East Aurora, NY 14052  
**Tax Parcel(s):** Town of Aurora, Erie County: 62.-1-7.1 and 63.-1-2

By signing below, conservation easement donors certify that they have received and fully reviewed the attached Baseline Documentation in its entirety and that it is an accurate representation of the condition of the Conservation Area.

We, **Kenneth H. Eckhert, Jr., and Sharon H. Eckhert, Jr.**, conservation easement donors of the above-named property, agree that the description prepared is an accurate representation of the physical condition of the Conservation Area to the best of our knowledge.

**Landowners Signature:**

Kenneth H. Eckhert, Jr.

**Kenneth H. Eckhert, Jr.**

**Date:** 2/14/05

Sharon H. Eckhert

**Sharon H. Eckhert, Jr.**

**Date:** 2/14/05

By signing below on behalf of the Genesee Valley Conservancy, **William W. Lloyd**, President, certifies that the Genesee Valley Conservancy has received and fully reviewed the attached Baseline Documentation in its entirety and that it is an accurate representation of the condition of the Conservation Area.

**Signature:**

William W. Lloyd, President  
**William W. Lloyd**

**Date:** 2/8/05

## **II. Genesee Valley Conservancy Overview**

GVC is a nonprofit organization serving the local and broader community as a means of promoting the preservation of natural spaces in Western New York. The Conservancy works with landowners that are interested in protecting the ecologically valuable lands of the area, be it farm, open, shrub, wood, or wetland features. The Easement Program focuses on accepting donations that are of conservation interest as set by the following standards:

- 1) Preserve agriculturally significant land.
- 2) Preserve ecologically significant land.
- 3) Watershed preservation.
- 4) Lands of important scenic quality and character
- 5) Preserve open spaces consistent with the policies set forth by the town and county in which the easement is granted, the state of New York and the federal Government.

## **III. Introduction**

The following baseline documentation and attached exhibits is a report of the natural conditions of Twin Elms, including: topography, geology, surface drainage and soils, wildlife habitat, plants, and animals. Twin Elms is located on Main Street (Rt. 20A) and the Aurora Expressway (Rt. 400) in the Town of Aurora, Erie County, NY (Exhibits 1 & 2). The Property is approximately 94 acres. Excepted from the conservation area for potential future development are two reserved sites totaling 17.5 acres. The result is a 76.5 -acre conservation easement area that has both aesthetic and ecological value in its present state as a natural area and has not been subject to development or exploitation (Exhibit 3). The conservation area consists of woodlot, wetlands, a pond, streams and one open field (primarily in the area not encumbered by this conservation easement).

Twin Elms has met the standards set by the Board of the Genesee Valley Conservancy and Federal IRS requirements as stated in 170 (h) of the Internal Revenue Code, as well as any state, county and town open space preservation policies, as noted on several monitoring visits.

## **IV. Existing Conditions**

### **Topography, geology, drainage and soils**

The topography of the property is rolling to flat. There are several streams transecting the property, which over time have created steep, narrow gullies (Fig. 1). The highest elevation is approximately 1000 feet above sea level, while the lowest is close to 950 feet. The drainage is primarily to the northwest, (the southern section drains to the south). There is one large pond in the center of the property, which has created habitat for beavers as well as a multitude of avian species (Fig. 2 and 3). (See Exhibit 4 for a topographical map and water features of the property).

The soils on the property are depicted and described in Exhibit 5. There are three primary soil types:

1. Derb Silt Loam of various slope (DdA, DdB and DdC)
2. Manlius Shaly Silt Loam of various slope (MaD and MbE)
3. Orpark Silt Loam (OrC)

### **Vegetative cover and wildlife habitat**

The property is mostly forested with deciduous species, with several small sections (less than 4-5 acres) of conifers. The conifers are planted in rows, most likely as a plantation in the early to mid 1900's. Now mature and dense, they provide excellent cover for birds and mammals.

The hardwoods are mixed oak, shagbark hickory, mixed ash and beech (fig. 4). There is a multitude of less dominant species, such as black cherry, hornbeam and other common species for the area. Low-lying, wetter areas tend to have the common species associated with this type of habitat, including willows and ash.

There is a large pond in the south central section of the conservation area. This pond is man-made and attracts a variety of wildlife, particularly beavers. Due to the beaver activity, the pond has increased in size, flooding some adjacent wooded areas (Fig. 5)

See aerial photo (Exhibit 6) for location of conifers, as well as other natural and man-made features. The conifers are the darker shaded areas within the woodlot, mostly in the central and west-central section of the conservation area.

### **Improvements and Structures**

There are few improvements on the conservation area. Some perimeter fences line the western and eastern border. There are some trails throughout the woods (Fig. 6). There is also at least one tree stand, likely used for deer hunting.

Transecting the southern section of the property, from west to east, is a utility line (Fig. 7). There is also a preexisting gas well directly to the north of reserved house site number 2 (Fig. 8). This gas well is in a slight clearing.

### **Neighboring Land Uses**

The adjacent land uses are similar to the Twin Elms. Most are large lot, wooded areas.

### **V. Board Approval**

The Genesee Valley Conservancy Board of Directors approved the Twin Elms Conservation Easement Plan in September 2004. The easement was filed and recorded on December 2004.

### **VI. Conservation Purposes**

The purpose of these restrictions on Twin Elms is to protect the significant natural values. The Conservation Area fulfills the standards set forth by the Board of the Genesee Valley Conservancy. (See Appendix 1 for list of GVC Conservation Easement Criteria). In particular, this easement addresses three "Conservation Purposes" as defined by IRS Code Section 170(h).

1. The Conservation Area is a relatively natural area in which a significant wildlife population and stable plant community or similar ecosystem exists; including important wetlands, open water and a healthy mixed hard wood and coniferous forest.
2. The Conservation Area consists of valuable scenic and open-space vistas that can be seen from several public rights-of-way including Rt. 20A (Main Street) and the Aurora Expressway (Rt. 400) (Figs. 9 and 10).

3. The Conservation Area consists of open space, the preservation of which is in furtherance of the conservation policies as set forth by the, town of Aurora Erie County and New York State.

## VII. Conservation Easement Summary

### Grant of Access Easement

Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following easements and rights of access to the Conservation Area:

1. The right of the Grantee, in a reasonable manner at reasonable times to enter and inspect the Conservation Area, provided, however, that Grantor is given written notice of such visits seven (7) days in advance;
2. The right, but not the obligation, of the Grantee, at Grantee's expense, to enter on the Conservation Area for the purpose of performing any action required, in Grantee's judgment, to preserve, conserve or promote the natural habitat of the wildlife, trees, fish, plants, or other vegetation located within the Conservation Area, provided that such changes are disclosed to the Grantor in writing at least thirty (30) days prior to performing such act and Grantor approves, in writing, such actions;
3. Without limitation of the foregoing or any other rights or remedies herein contained, the right, but not the obligation, of the Grantee to enter the Conservation Area and take such action or actions as the Grantee deems necessary to correct violations of any restriction or covenant contained herein; whereupon the Grantee shall have the right to charge the Grantor for any and all repair or restoration costs incurred by Grantee in so doing; provided that the Grantor has failed to commence an effort to cure such violation within 30 days after written notice by Grantee to Grantor and thereafter diligently and in good faith proceed to cure the violation with respect to which the notice was provided, excepting the following:
  - a. Acts Beyond Grantors' Control. Grantee may not bring an action against the Grantors for modifications to the Conservation Area resulting from causes beyond the Grantors' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement. Grantors have no responsibility under this Conservation Easement for such unintended modifications.
4. The general public or any member thereof shall construe nothing contained in this Declaration to grant a general right of entry onto the Conservation Area.

### **Grantor's Declaration of Covenants and Restrictions**

The Grantor for themselves, their successors and assigns, covenants and declares that the following restrictions shall run with the land of the Conservation Area and bind the Conservation Area in perpetuity, subject only to the rights, reservations, and conditions set forth herein.

1. No industrial, commercial or commercial-recreational uses or activities shall be made or undertaken within, upon, or under the Conservation Area with the exception of the following:
  - a. Agriculture, including the breeding, boarding, training and sale of livestock.
  - b. Accessory creative or professional use in the nature of a home office or art studio but only if such use is conducted exclusively within a residence or other enclosed structure permitted under this Declaration and does not violate any other prohibition or limitation imposed upon the Conservation Area under this Declaration; and
  
2. There shall occur no construction, land improvement, or development activities within, upon or under the Conservation Area with the exception of:
  - a. To construct, repair, remodel, reconstruct, and maintain the following Improvements of the Conservation Area:
    - (i) Accessory structures, including, but not limited to, garages and sheds.
    - (ii) Agricultural structures, including, but not limited to, barns, sheds, and silos.
    - (iii) Recreational facilities normally accessory to the other uses permitted in this document, including, but not limited to, ponds and trails.
    - (iv) Fences, and
    - (v) Facilities normally used in connection with supplying utilities and removing effluent from the Improvements permitted under the terms of this Easement and Declaration.

Provided, however, in the event of damage resulting from casualty loss to an extent rendering repair of an existing improvement impractical, erection of a structure of comparable size, bulk, use, and general design to the damaged structure shall be permitted within the same location.

3. No cutting of timber or removal or destruction of trees without prior written approval of the Grantee shall be permitted within the Conservation Area except for the following purposes:
  - a. To clear or restore vegetative cover that has been damaged or disturbed by forces of nature or otherwise.

- b. To prune and selectively thin trees according to good forestry management practices.
  - c. To prune and selectively thin trees that risk potential harm or damage to existing structures.
4. No billboards or outdoor advertising structures shall be placed, erected or maintained within the Conservation Area except: a reasonable number of regulatory (for example, "no trespassing" or "no hunting" signs); educational signs (such as to identify historic sites or plant species); directional signs; and one sign (or more if approved by the Grantee) not exceeding sixteen (16) square feet for any of the following purposes:
  - a. Stating the name of the Conservation Area or the names and addresses of the occupants or both.
  - b. Advertising an activity permitted under the provisions of this Declaration.
  - c. Identifying the interest of Grantor or Grantee in the Conservation Area.
  - d. Temporarily advertising the Conservation Area or any portion thereof for sale or rent.
  - e. Temporarily advertising or expressing support for: a political candidate, issue, referendum or other political consideration.
5. No depositing, dumping, abandoning or release of any solid wastes or debris or any liquid wastes or chemical substances shall be permitted within the Conservation Area except for the following:
  - a. Chemical substances for the purpose of maintaining or improving the growth of vegetation or the conservation of natural resources, provided such application conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations, does not materially or adversely affect surface or ground water quality, and does not occur within one hundred (100) feet of streams or wetlands; and
  - b. Residential sanitary facility effluent from improvements existing or to be constructed within the Conservation Area provided such disposal conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations.
6. There shall be no exploration for, or development and extraction of, minerals and hydrocarbons by any subsurface mining method or any other method that would impair or interfere with the conservation values of the Conservation Area or the Conservation Purposes. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise prohibited by this paragraph, Grantor must notify Grantee and submit a plan for Grantee's approval that provides for minimizing the adverse effects of the operation on the conservation values of the Conservation Area. In addition to such other measures as may be required to protect the conservation values of the Conservation Area, the plan must provide for: (1) concealing all facilities or otherwise locating them so as to be compatible with existing topography and landscape to the greatest extent possible and (2) restoring any altered physical features of the land to their original



condition as established in the Baseline Documentation and as otherwise may be required in this Conservation Easement.

7. The Conservation Area shall be operated and managed so as to conform to the standards set forth in the Baseline Document.
8. Nothing in the above restrictions shall be construed to prevent the subdivision of the Conservation Area.

## VIII. List of Figures



**Fig. 1: Gully in Center of property, looking east**



**Fig. 2: Pond, looking north**



**Fig. 3: Pond**



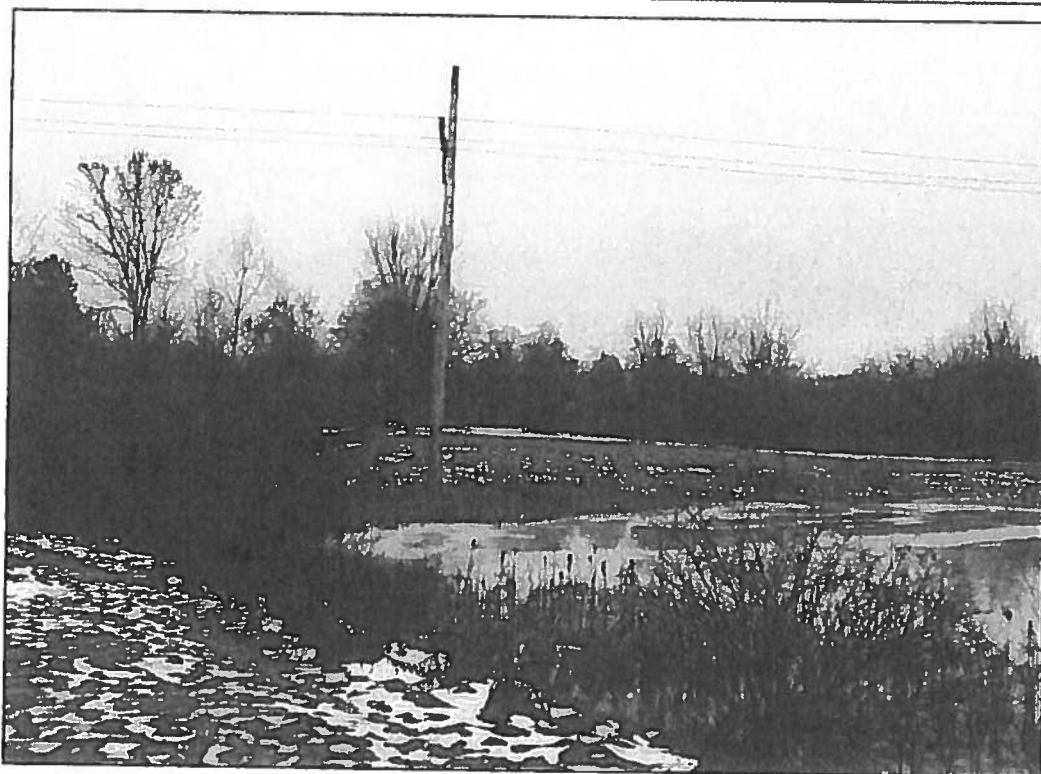
**Fig. 4: Hard woods, with some conifers**



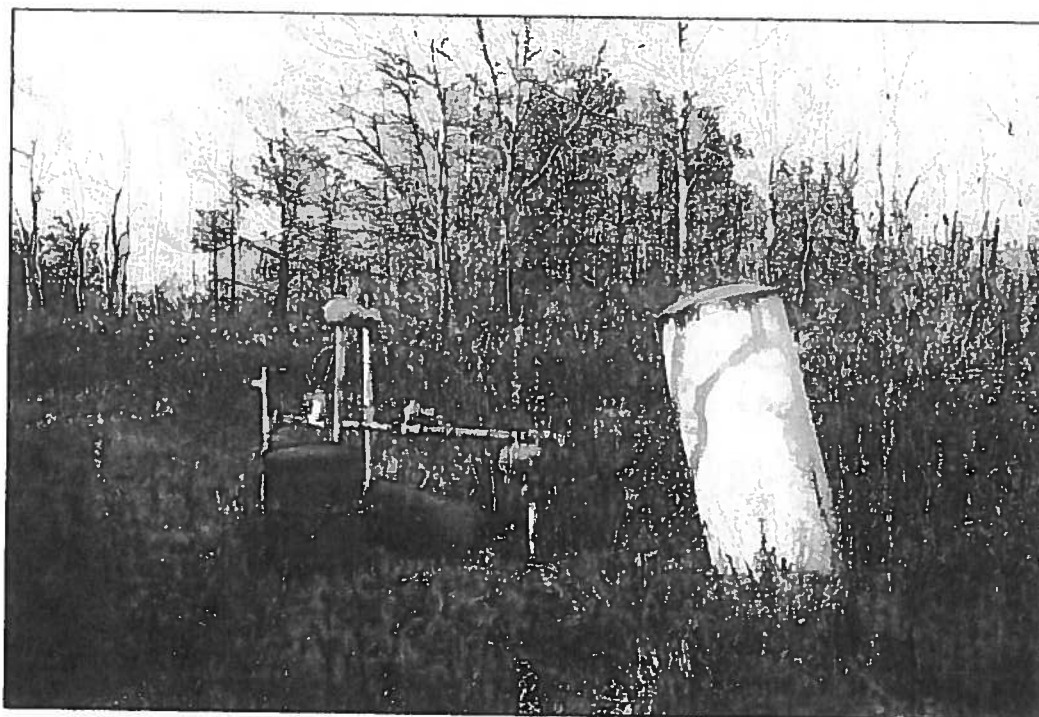
**Fig. 5: Pond with beaver activity**



**Fig. 6: Trail, looking north**



**Fig. 7: Utility right of way**



**Fig. 8: Gas well, looking north**

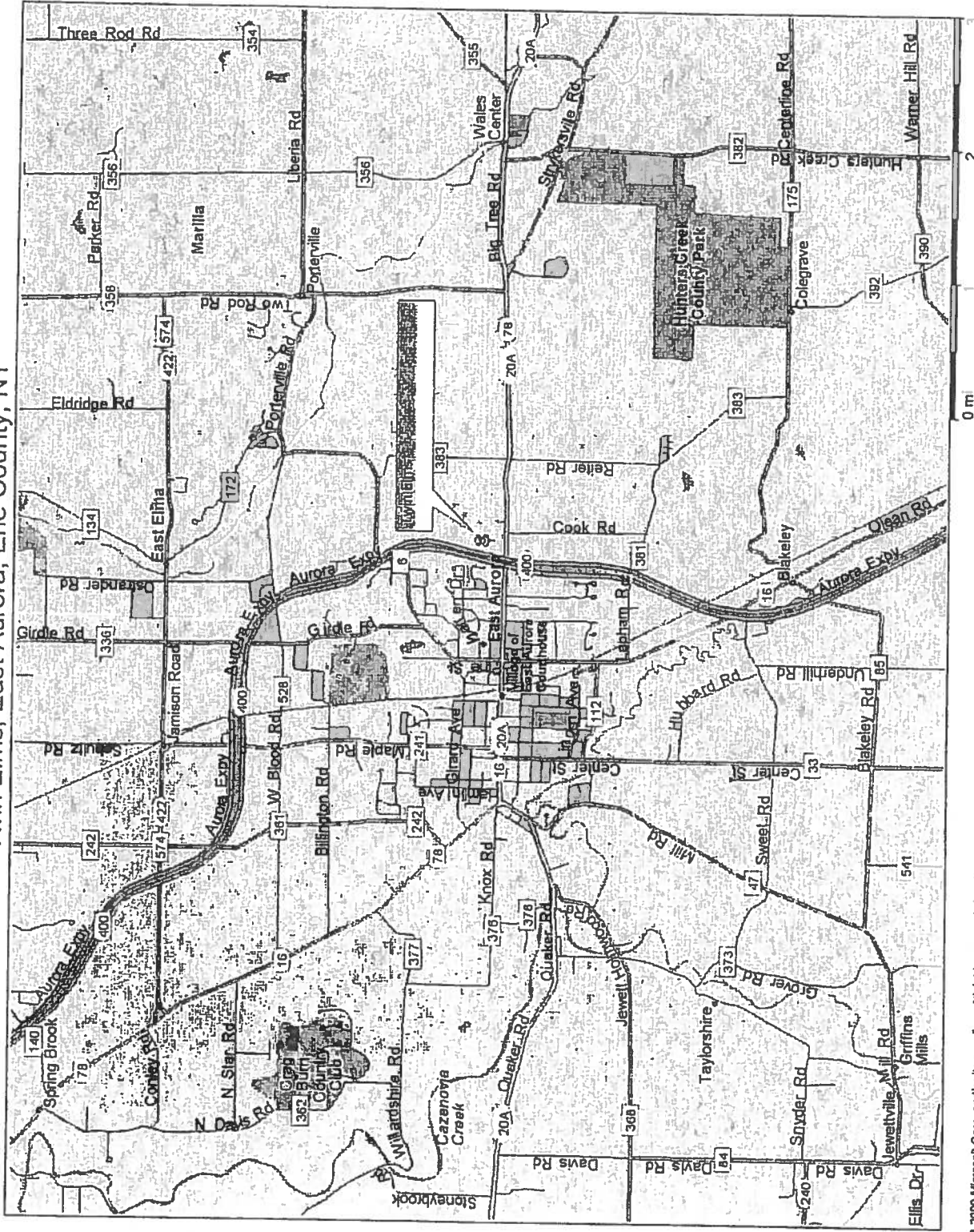


**Fig. 9: View from Main Street (Rt. 20)**



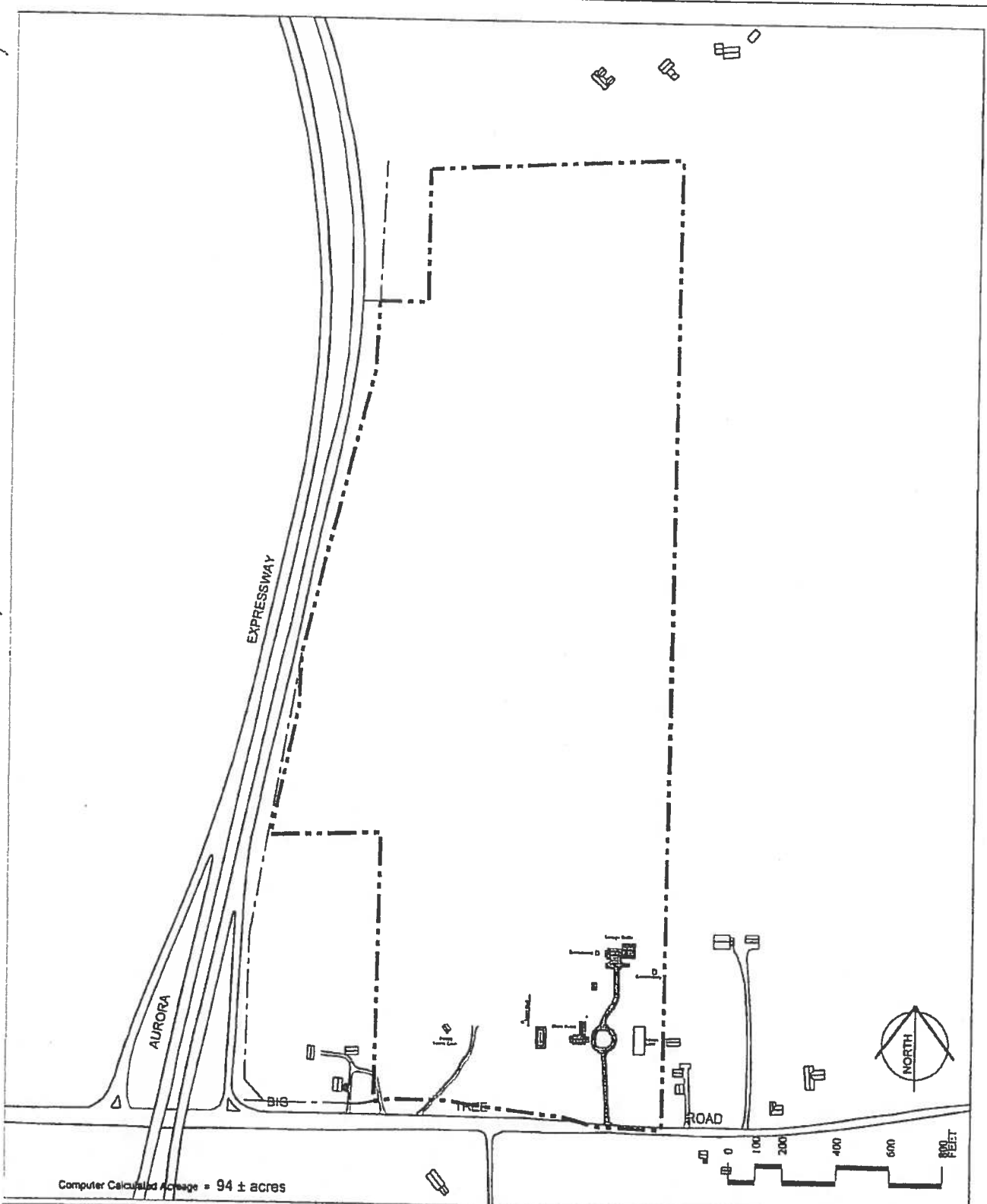
**Fig. 10: View from Main Street (Rt. 20)**

Twin Elms, East Aurora, Erie County, NY



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 © Copyright 1998 by Geographic Data Technology, Inc. All rights reserved. © 1998 Navigation Technologies. All rights reserved. This data includes information taken with permission from Canadian authorities © Her Majesty the Queen in Right of Canada.  
 © Copyright 1998 by CompuSearch Micromarketing Data and Systems Ltd

EXHIBIT 1: SITE MAP



Computer Calculated Acreage = 94 ± acres

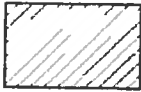
**ECKHERT**  
 TOWN OF AURORA  
 ERIE COUNTY, NEW YORK

**EXHIBIT 2**  
**BASE MAP**

Map No. 10-21  
 Date: 10-21-21  
 Scale: 1" = 100'  
 Date: 10-21-21  
 Scale: 1" = 100'

Genesee Valley Conservancy  
 PO Bnx 73, Genesee, NY 14454





CONSERVATION  
EASEMENT AREA  
76.5± acres



EXPRESSWAY

AURORA

BIG

TREE

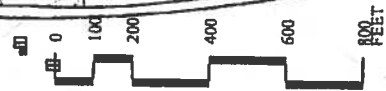
ROAD

14.5± ac.

2  
3.0± ac.



Computer Calculated Acreage = 94 ± acres



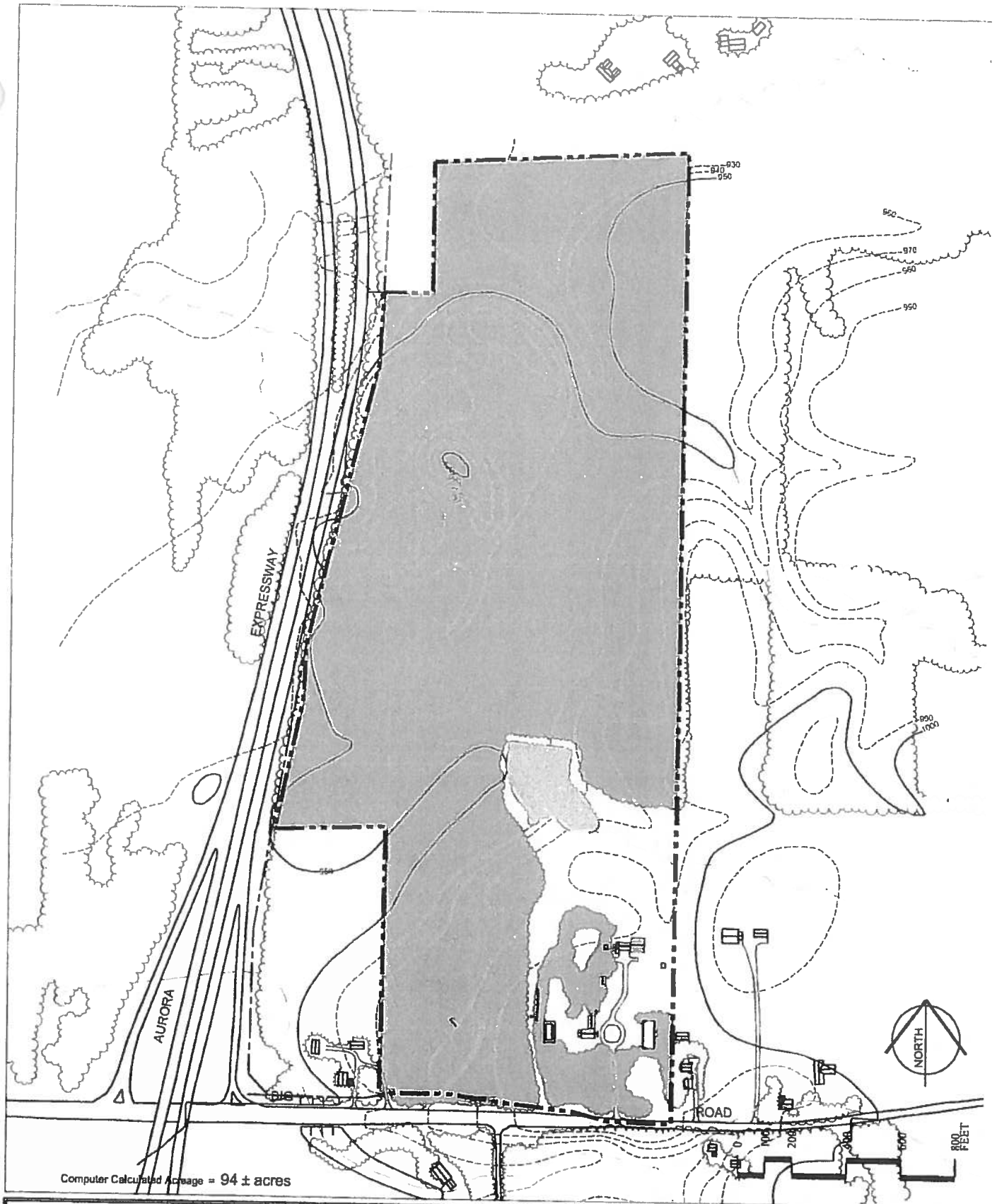
# ECKHERT

TOWN OF AURORA  
ERIE COUNTY, NEW YORK

## CONSERVATION EASEMENT PLAN

DATE: 11/11/04  
DRAWN BY: J. J. J. J. J.  
CHECKED BY: J. J. J. J. J.  
SCALE: AS SHOWN

Genesee Valley Conservancy  
PO Box 73, Genesee, NY 14454



Computer Calculated Acreage = 94 ± acres

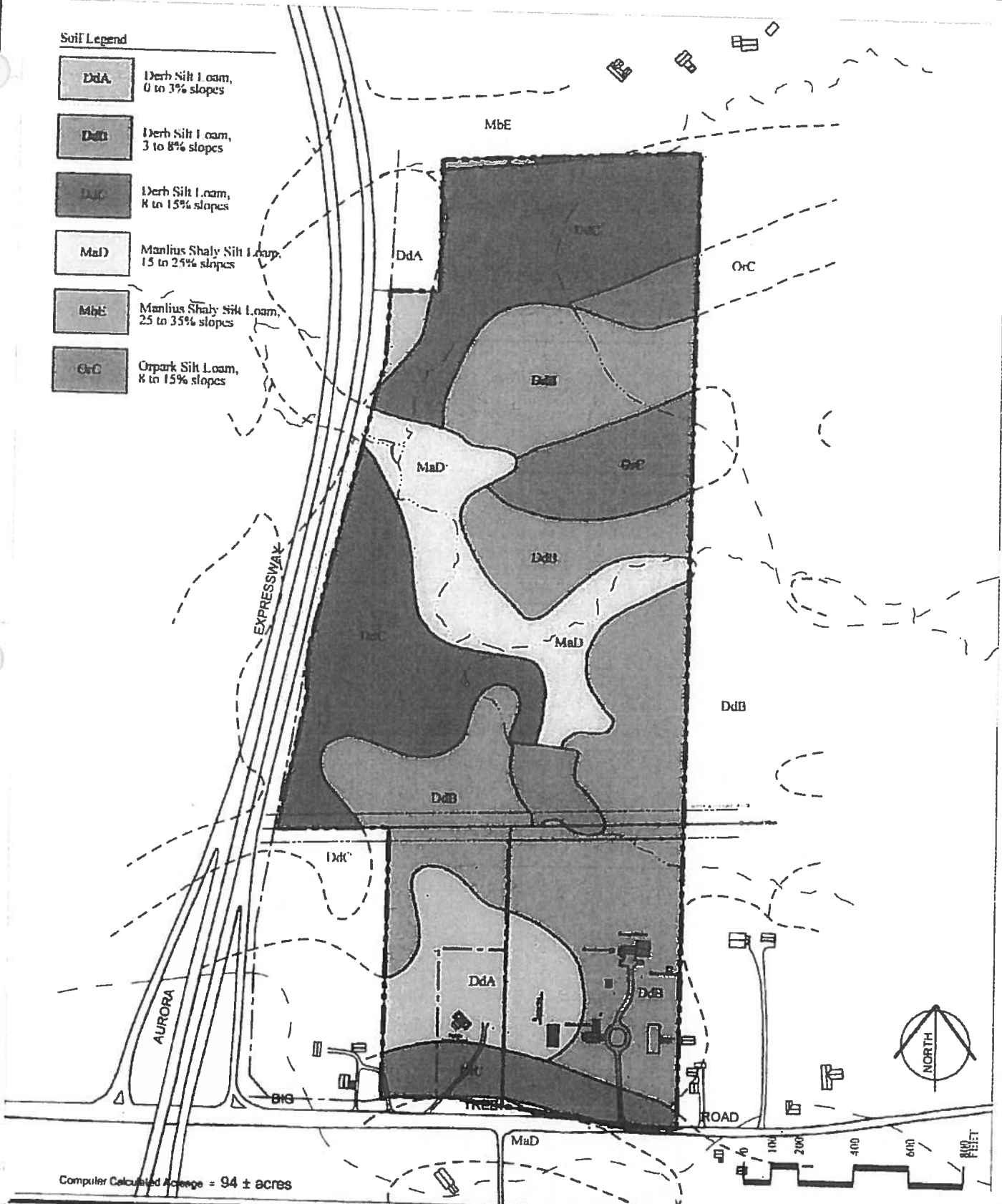
**ECKHERT**  
 TOWN OF AURORA  
 ERIE COUNTY, NEW YORK

**ENVIRONMENTAL  
 CONDITIONS**

Genesee Valley Conservancy  
 PO Box 73, Genesee, NY 14454

Soil Legend

- DdA** Derh Silt L. oam, 0 to 3% slopes
- DdB** Derh Silt L. oam, 3 to 8% slopes
- DdC** Derh Silt L. oam, 8 to 15% slopes
- MaD** Manlius Shaly Silt L. oam, 15 to 25% slopes
- MbE** Manlius Shaly Silt L. oam, 25 to 35% slopes
- OrC** Orpark Silt Loam, 8 to 15% slopes



Computer Calculated Acreage = 94 ± acres

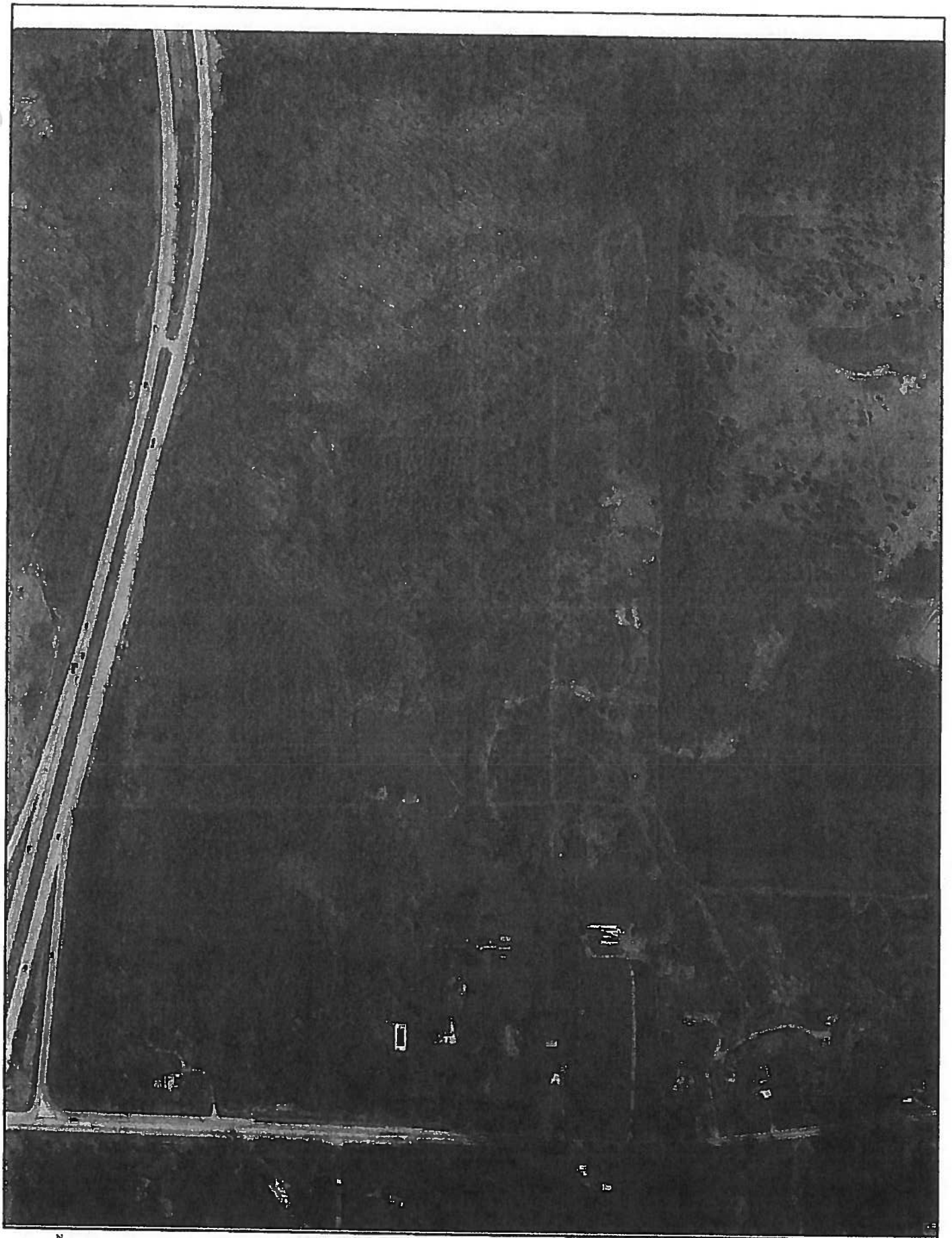
**ECKHERT**

TOWN OF AURORA  
ERIE COUNTY, NEW YORK

Soil Map

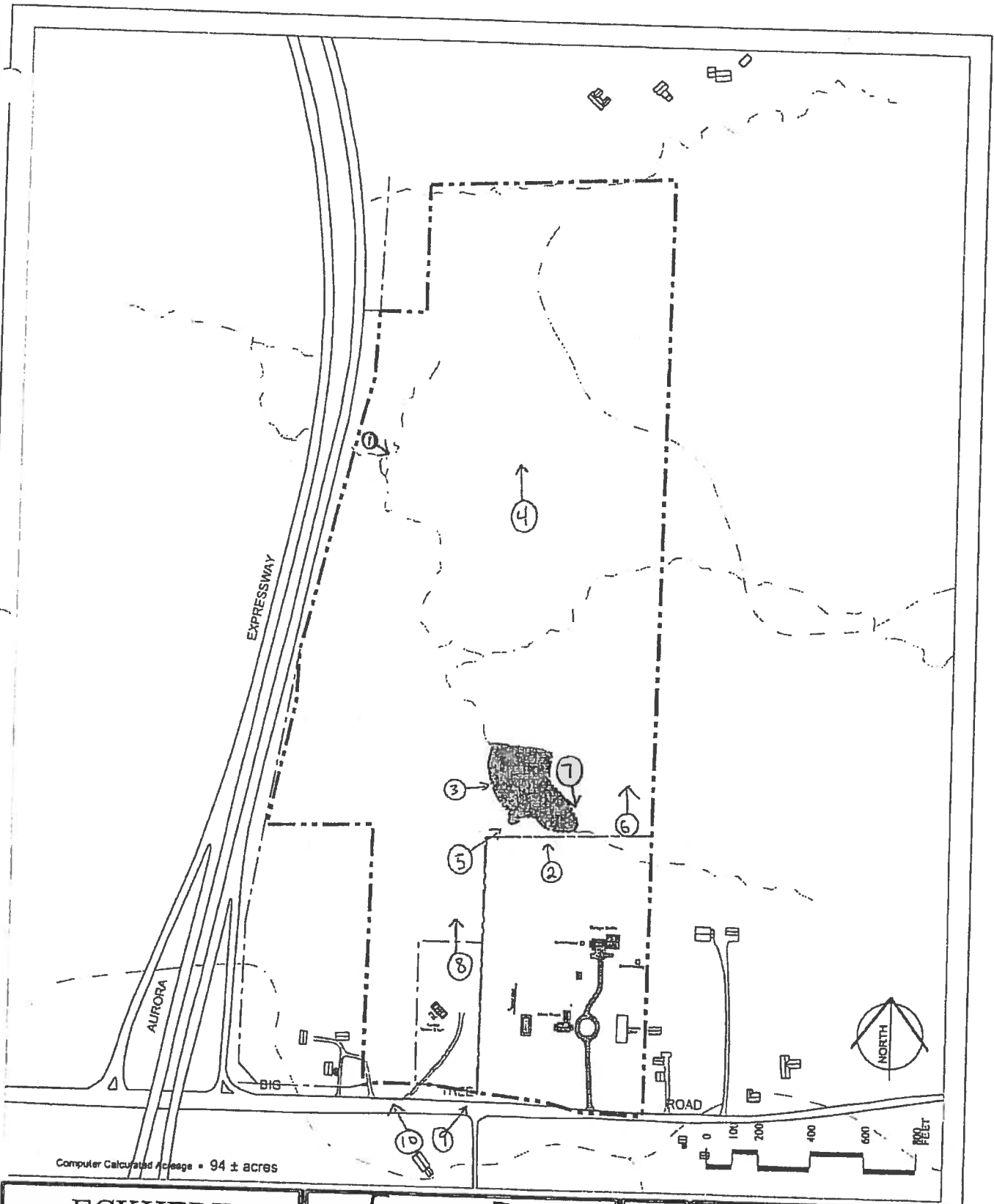
DATE: 10/15/03  
BY: [Signature]  
SCALE: AS SHOWN

Genesee Valley Conservancy  
PO Box 73, Genesee, NY 14454



Twin Elms: Aerial

0 170 340 680 Feet



Computer Calculated Acreage = 94 ± acres

**ECKHERT**  
 TOWN OF AURORA  
 ERIE COUNTY, NEW YORK

**EXHIBIT 7**  
**Figures Index**

DATE: 11/11/01  
 BY: [illegible]  
 FOR: [illegible]

Genesee Valley Conservancy  
 PO Box 73, Genesee, NY 14454

### **Appendix 1: GVC Conservation Easement Criteria**

Genesee Valley Conservancy has a list of ten criteria used for evaluating prospective conservation easement donations. Although each donation is evaluated on its own merits, it is made clear to potential donors that a significant public benefit must result.

The ten criteria are as follows:

1. The property is in active agricultural use.
2. The property buffers agricultural land, wildlife habitats, or other sensitive areas.
3. The property includes important wildlife habitats and/or known migration routes.
4. The property is in a relatively natural, undisturbed condition.
5. The property is visible to the public from roadways, waterways, or recreational areas.
6. The property shares a common boundary with a publicly preserved land or other significant open space.
7. The property is in close proximity to private land, which is already preserved or likely to be permanently preserved.
8. The development of the property would diminish scenic views or interfere with views across protected open space.
9. The property affects the integrity of a significant watershed area, creek, pond, or other body of water.
10. The property is of sufficient size that its significant features are likely to remain intact in spite of adjacent development.

Four factors that may preclude GVC acceptance of a potential easement donation are:

1. The property's value is primarily scenic yet it cannot be readily viewed by the public.
2. The conservation values of the property are likely to be significantly diminished by the development of adjacent lands.
3. The landowner insists on conditions that GVC believes will seriously compromise the conservation values of the property.
4. Stewardship responsibilities, including the enforcement of easement provisions, would be unusually difficult to fulfill.

Each of the conservation easement donations accepted by the GVC meets one or more of the ten criteria listed and is not disallowed by one of the four preclusion factors.

## **Appendix 2: Genesee Valley Conservancy Monitoring Policy**

Internal Revenue Service requires the Genesee Valley Conservancy to document the condition of the protected property at the time of the Conservation Easement donation. This Baseline Report fulfills this requirement. Additionally, the IRS requires GVC to monitor, uphold, and enforce when necessary the conservation easements entrusted to it *in perpetuity*. Therefore, the following is a guideline for monitoring the easements, and documenting changes as observed by the monitor.

### **Conservation Easement Monitoring \***

Conservation Easement monitoring serves several purposes:

1. Ensure landowner compliance with the easement.
2. Build rapport with the landowner.
3. Serve as the venue to note environmental and land use changes on preserved properties. While federal regulations do not require this, it is the feeling of GVC that documenting changes on the property is beneficial for GVC and the landowner. While this aspect of the monitoring may be time consuming, every effort should be made to document the property changes as they occur. Volunteers and the Stewardship Committee members can provide the necessary personnel to complete this task. Additionally, SUNY Geneseo students are a valuable resource for partnerships in this endeavor.

Monitoring must be on a yearly basis. However, some easements may require more monitoring. Instances when biannual monitoring is necessary are for highly used properties or properties with many neighboring land pressures and/or potential encroachments.

GVC Staff, board members, interns or volunteers may do monitoring. Preferably, the property owner will attend the monitoring visit as well, but this is not necessary. Before the visit, the monitors must review the Baseline Document to familiarize themselves with the property. The landowner is to be notified of the visit two weeks before the visit by letter. Following the letter, the visit is scheduled by telephone. All efforts to schedule the visit at a time when the landowner can attend should be made. This is for several reasons:

- Build landowner/GVC relationships
- Review the easement with landowner
- Decrease potential misunderstanding of the monitoring activity

Upon completion of the visit, the monitor is responsible for writing and packaging the field notes. This includes compiling any maps and photos into the monitoring document. Two copies are forwarded to the landowner, one to be signed and returned to GVC and kept on file. The following is the Baseline monitoring report used for the site visit.

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\* For additional information on Baseline Documentation or Monitoring, see either

1. The Conservation Easement Stewardship Guide, by Brenda Lind
2. The Standards and Practices Guidebook, by the Land Trust Alliance

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**Appendix 3: Sample (2004) Conservation Easement Monitoring Report**

1. Easement Name \_\_\_\_\_
2. Date \_\_\_\_\_
3. Easement Address (Approximate) \_\_\_\_\_
4. Current Owner \_\_\_\_\_
5. Landowner Contact Address \_\_\_\_\_
6. Phone \_\_\_\_\_
7. Manager \_\_\_\_\_
8. Date of last Easement Inspection \_\_\_\_\_
9. Has the Property Been Transferred Since Last Visit: Yes / No

If so, include the following information:

Deed from: \_\_\_\_\_ Deed  
to: \_\_\_\_\_

Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Date: \_\_\_\_\_

10. Method of Inspection: Land / Air / Other (circle one)
11. List all Persons Attending Inspection: \_\_\_\_\_  
\_\_\_\_\_

12. Description of Current Land Use

13. Man-Made Alterations Since the Easement Was Last Monitored (attach photos and map):

14. Natural Alterations Since Easement Was Last Monitored (attach photos and map):

15. Conditions of Neighboring Properties (including threats, encroachments, alterations, developments)

16. Monitors Name: \_\_\_\_\_

17. Address (if volunteer): \_\_\_\_\_

18. Signature(s): \_\_\_\_\_ Print Name \_\_\_\_\_

\_\_\_\_\_ Print Name \_\_\_\_\_



## **Appendix 4: Genesee Valley Conservancy Baseline Documents and Monitoring Reports Archiving Policy**

### **Baseline Documentation**

As discussed in the previous section "Genesee Valley Conservancy Monitoring Policy," the baseline document represents the condition of the property at the time the conservation easement is donated. The monitoring report is the method of ensuring the agreement is upheld, and to note changes in the property for GVC and property owner. Since the Baseline is a static document, ensuring the preservation of the document is vital to the validity of the report. To guarantee the Baseline remains as originally specified the following is a guideline for archiving the Document.

### **Baseline Documentation Archiving**

To ensure the safekeeping of the Baseline in a manner consistent to the original landowner intent and property conditions at the time of granting the easement, the following steps must be taken at the completion of the Baseline.

1. Three signed hard copies shall be created; one for the easement donor, the other two for the GVC files (one for safe keeping in a fire proof file cabinet, the other as a working copy).
2. Two digital copies shall be created, one "write protected" with a password to prohibit access to all but those authorized from modifying the documents, the other as a working document to access photographs or written description for monitoring reports

Periodically, the digital copies shall be updated to the newest version software used by GVC. For example, when GVC or its successor organization acquires new word processing or image viewing software, each baseline "write protected" copy shall be updated to the new format. This ensures the digital copy remains accessible in the future. During this process, no changes or modifications are permissible to the document other than necessary for the upgrading the file type. These updates may be performed only by authorized GVC directors or staff.

# **Exhibit F:**

## **Map of Area**



**Exhibit G:**

**Town Zoning  
Map**

# TOWN OF AURORA

ERIE COUNTY, NEW YORK

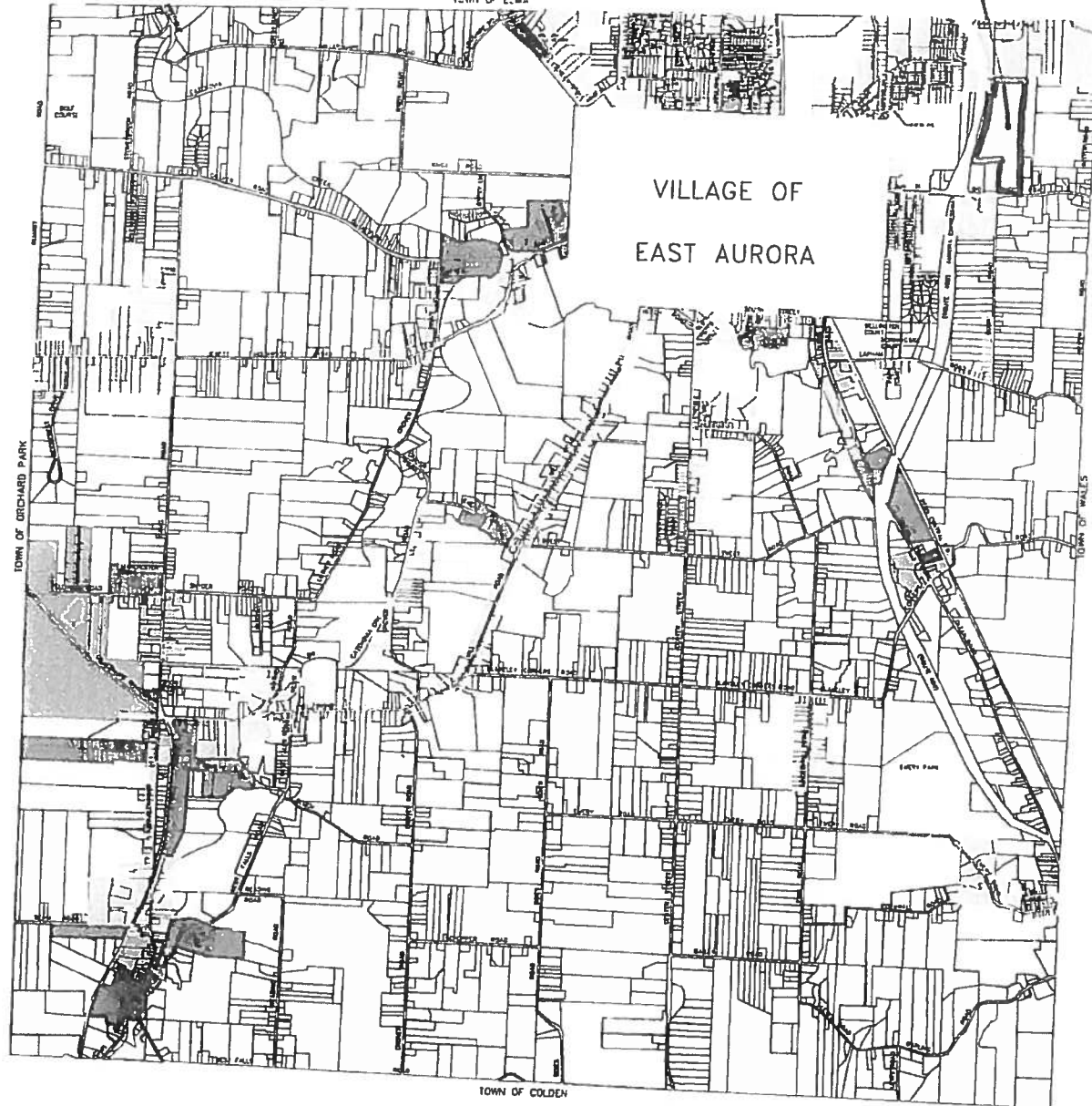
## ZONING DISTRICT MAP

TOWN OF E.M.A.

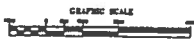
Property










VILLAGE OF  
EAST AURORA



TOWN OF COLDEN



### LEGEND

	RESIDENCE - 1		BUSINESS - 1
	RESIDENCE - 2		BUSINESS - 2
	RESIDENCE - 3		INDUSTRIAL
	AGRICULTURE		

NOTE:  
THIS IS A PRELIMINARY ZONING DISTRICT MAP. THE ZONING DISTRICTS SHOWN ON THIS MAP ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE ZONING DISTRICTS SHOWN ON THIS MAP ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE ZONING DISTRICTS SHOWN ON THIS MAP ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES.

THIS DRAWING DATED NOVEMBER, 1996  
THIS DRAWING REVISED MARCH, 2010



**CRA Infrastructure & Engineering, Inc.**

**FEAF**

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

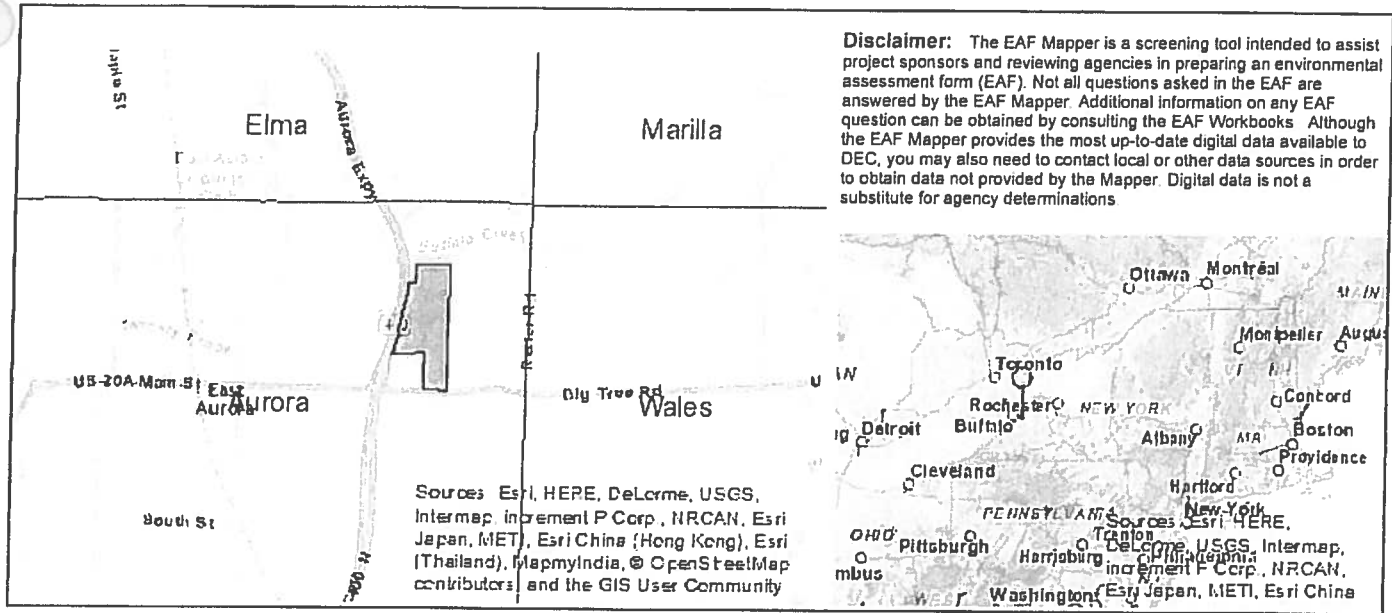
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Cardea Health			
Project Location (describe, and attach a location map): 1196 East Main Street, Town of Aurora, NY (see map on p.4 of this document)			
Brief Description of Proposed Action: The Project Sponsor seeks to establish an integrative medical practice at the Project Site located in a portion of the existing structures and improvements, but requiring an area variance also having the proposed use located in an accessory structure but not increasing the intensity of said use.			
Name of Applicant or Sponsor: Cardea Health		Telephone: 716-427-7102	
		E-Mail: psorgi@hsr-legal.com	
Address: Cardea Health c/o Hopkins Sorgi Romanowski, 26 Mississippi Street, Suite 400			
City/PO: Buffalo		State: NY	Zip Code: 14203
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		83.22 acres	
b. Total acreage to be physically disturbed?		less than 3 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		83.22 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>Conservation</u>			
<input type="checkbox"/> Parkland			





<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p>		
<p>Applicant/sponsor name: <u>Cardlea Health</u></p>	<p>Date: <u>3/31/2017</u></p>	
<p>Signature: <u>Pat J. Sy.</u></p>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

