

**MEMORANDUM OF UNDERSTANDING (MOU) between
Ellicottville Inn Condominium
and
Brian Kempisty, Owner of 12 Washington, Ellicottville, NY**

This is an agreement between the Ellicottville Inn Condominium, hereinafter called Inn, and Brian Kempisty, hereinafter called Kempisty.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the installation of a gutter/downspout system on 12 Washington, Ellicottville, NY, and the installation and maintenance of a drainage system on property owned by the Ellicottville Inn Condominium.

II. BACKGROUND

Currently, rain water is discharging from the 12 Washington roof onto the Ellicottville Inn Condominium building and into the space between the two properties, causing maintenance issues for both properties, as well as interior water leakage in the 12 Washington property.

III. KEMPISTY RESPONSIBILITIES UNDER THIS MOU

Kempisty shall undertake the following project:

- Install a gutter/downspout system on the 12 Washington building.
- Install a 6" SDR drainage system on the Ellicottville Inn Condominium property, specifically the grass area adjacent to the Inn parking lot along the Northeast corner of property line. The installation of the drainage pipe shall be approximately 1' inside of the Inns property line.
- Maintain the drainage system on the Inn property for the life of the system.

Install a fence on the Inn property to replace the landscaping items removed as a result of the drainage system. The fence project shall consist of a 4' high of black vinyl coated chain link fence with black slats inserts. All pipe for the fence shall be black power coated. The length to be approximate 57'

The cost associated with the installation of the fence is \$ 2,200.00 based on a phone quote from Active Fence Co. Because of no actual onsite estimate for the fence, a \$ 2,500.00 allowance to allow for additional work or material required for the completion of this work.

Because of the possibly that the fence installation may not be non -functional as for snow conditions and the time frame for the installation. The Inn is requesting a lump sum disbursement of \$ 2,500.00 to be held in the Inns reserves for either the fence project or other type of landscaping project that will benefit the Inns privacy at their discretion. This disbursement will be do upon both signatures on this MOU.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Inn and Kempisty are in agreement with the project to be undertaken by Kempisty as per Item III of this MOU and agree to cooperate in the execution of the project.

V. FUNDING

The parties agree that Kempisty shall be responsible for all costs associated with the project, and all costs related to the future maintenance of the drainage system.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signatures of the Inn and Kempisty authorized officials.

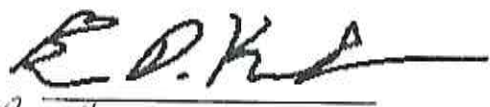
Inn and Kempisty indicate agreement with this MOU by their signatures. The below signatures shall be notarized as this MOU becomes binding agreement between both parties.

If in the future the Inn feels an easement is necessary Kempisty or the future ownership of 12 Washington St, Ellicottville NY must comply to the demand.

Signatures and Dates

Ellicottville Inn Condominium

Brian Kempisty



As president of Ellicottville Inn Condo

11-10-18 Date

11/2/18 Date