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Mineteen Hundred and Seventy-three,

Between REGENCY PARK ASSOCIATES.

Limited Partnership a suppossion organized under the laws of the State of New York with an office located at 1600 Pennsylvania Avenue, Guilderland, New York 12084

party of the first part, and GOLDMARK LEASING CO., a Partnership, with an office and place of business at 1600 Pennsylvania Avenue, Guilderland, New York 12084,

part y of the second Situreeth that the party of the first part, in consideration of ...

OME and 00/100----- Dollar \$1.00 lumful money of the United States, and other good and valuable consideration puld by the part y of the second part, does hereby grant and release unto the of the second part, its successors and assigns forever, all

that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the Town of Guilderland, Albany County, New York, more particularly bounded and described as follows: SEE SCHEDULE "A".

The above described parcel of land being more fully shown on a map entitled, "MAP OF SURVEYS PROPERTIES ON MESTERN TURNPIKE TO BE CONVEYED TO GOLDMARK LEASING CO. TOWN OF GUILDERLAND", dated December 20, 1972 and made by Paul E. Hite, Licensed Land Surveyor, Delmar, New York, and intended to be filed in the Albany County Clerk's Office simultaneously herewith.

The party of the first part also herewith grants to the party of the second part and its successors or assigns, a non-exclusive permanent easement running with the land, to provide access to and from the premises hereby conveyed, over Devonshire Drive, a private road shown on the aforesaid map, for the purpose of ingress and egress over said Devonshire Drive to Western Turnpike (U.S.Route 20), also shown on said map, with the location of said access to said Devonshire Drive to be up to 50' in width, and located within 175+' from said Western Turnpike (U.S.Route 20), as measured southerly along the westerly line of said premises herein conveyed.

All maintenance and snow removal relating to the foregoing easement, will be performed by Regency Park Associates, its successors or assigns

This conveyance is subject however, to the following two (2) reservations running with the land by and to the party of the first part, its successors and assigns:

Reservation #1. That any proposed construction of any structures on the within conveyed premises shall be presented in writing by registered or certified mail - return receipt requested, to the party of the first part, or its successors and assigns. Said written presentation shall (a) state the proposed use of the structure, (b) include basic plans setting forth the dimensions and proposed location of the structure, and (c) display the contemplated architectural design of said structure. Said proposal shall be designed in a manner to be harmonious and blend in esthetically with both the contiguous shopping center under construction by Guilderland Barker Center, Inc., located

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to the east of the subject premises and the multi-family apartment complex known as Regency Park Apartments, located to the rear of the subject premises. The party of the first part, its successors or assigns, shall have the right of architectural review and may approve or reject the proposed construction relating to architectural design only. However, such approval shall not be unreasonably withheld: the party of the first part, its successors or assigns neither approve nor reject said proposal of the party of the second part, its successors or assigns within thirty (30) days of the date of mailing of said written proposal, then this reservation shall be deemed waived as against that particular proposal only.

Reservation #2. Reserving therefrom a permanent easement, running with the land to enter upon the within conveyed premises for the following purposes:

- (a) The use, maintenance and replacement of a certain sign of approximately fifty (50) square feet in sign area, set in a masonry base, and located at the most northerly corner of the within conveyed premises.
- (b) The right to placing and replacing future sign(s) in replacement of the aforesaid sign but not to exceed in size the total sign area allowed by the Town of Guilderland, at any particular time in the future.
- (c) The use, maintenance and replacement of all existing shrubbery and landscaping relating to said existing sign, and the right to place and replace shrubbery in the future in an area not to exceed twenty (20) feet from the sign in each direction and a strip fifteen (15) feet in width, located to the east of and for the entire length of Devonshire Drive.

This conveyance is made subject to all restrictions, easements, rights of way, covenants and conditions of record, if any, affecting said premises.

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Beginning at a point in the southerly right-of-way line of Western Turnpike (US Route 20), said point of beginning being (163.12) feet easterly measured along said southerly line of Western Turnpike (US Route 20) from its point of intersection with the division line between lands on the west formerly conveyed to Ellen J. Smith by deed dated May 1, 1922 and recorded gin the office of the Albany County Clerk in Book of Deeds 705 Page 191 and Mands on the east conveyed to Regency Park Associates by deed dated September 34 1971 and recorded as aforesaid in Book of Deeds 2033 Page 583; thence renning from said point of beginning S 70° - 30" - 36" E along said southerly right-of-way line of Western Turnpike (US Route 20) (324:00) feet to a point; thence S 51° - 29' - 43" W (9.43) feet to a point in the division line between lands on the southeast of Gerald Goldie and William R. Swift and lands on the northwest of Regency Park Associates; thence S 54" - 55' - 52" W along said division line (393.55) feet to a point; thence 5 85° - 15' - 00" W. through lands of Regency Park Associates (4.06) feet to a point; thence in a general northerly direction continuing through lands of Regency Park Associates with a curve to the left having a radius of (293.50) feet, a central angle of 08° - 57' - 42", an arc length of (45.91) feet, and whose chord bears N 09° - 22' - 25" W (45.86) feet to a point; thence N 13° - 51' -16" W continuing through lands of Regency Park Associates with a line tangent to the last mentioned curve (41.03) feet to a point; thence in a general

northerly direction continuing through lands of Regency Park Associates with a curve to the right tangent to the last mentioned line having a radius of (219.01) feet, a central angle of 18° - 06′ - 56″, an arc length of (69.24) feet and whose chord bears × 04° - 47′ - 48″ w (68.96) feet to a point; thence continuing in a general northerly direction through lands of Regency Park Associates with a curve to the right tangent to the last mentioned curve having a radius of (400.00) feet, a central angle of 15° - 13′ - 44″, an arc length of (106.32) feet and whose chord bears × 11° - 52′ - 32″ E (106.00) feet to a point; thence × 19° - 29′ - 24″ E continuing through lands of Regency Park Associates with a line tangent to the last mentioned curve (87.93) feet to the point of beginning. Containing (1.409) acres of land more or less.

Tourisher with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to half the premises herein granted unto the part y of the and assigns forever. second part,

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And the party of the first part covenants as follows: First, That the part y of the second part shall quietly enjoy the said premises; Second. That the party of the first part will forever Berrent the title to said premises.

Third. That, in Compliance with Sec. 13 of the Lien Law, the grantor receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of

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In Mitness Whereof, the party of the first part has caused speccarporate wenkstocksecksmeantsxuffloodsxund these presents to be signed by its duly authorized officer this 27th day of Nineteen Hundred and Seventy-three.

REGENCY PARK ASSOCIATES

Goldie, Managing Partner

State of New Bork

On this Nineteen Hundred and

day of

name thereto by like order.

County of before me personally came

of said corporation; and that he signed

to me personally known, who, being by me duly sworn, did depose and say that he resides in the corporation described in, and which executed, the within Instrument: that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors

STATE OF NEW YORK )

COUNTY OF ALBANY )

On this 27th day of July, 1973, before me personally came GERALD GOLDIE, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is Managing Partner of the firm of REGENCY PARK ASSOCIATES, a Limited Partnership, and that he executed the foregoing instrument in the firm name of Regency Park Associates, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Stary Public, State of New York

RALPH G. MANCINI
Rotary Public, State of New York
Sentang in Albany County
My Commission Expires March 40, 19... 7

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