



Appendix

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Service by Facsimile
is Not Accepted

PLEASE REPLY TO
Albany Office

OF COUNSEL
Angelo D. Lomanto

Earl S. Jones, Jr. (1924-2004)

July 20, 2007

Stuyvesant Plaza, Inc. - General Matters

Our File No.: 1454.14877

Richard J. Sherwood, Esq.
Town of Guilderland
P.O. Box 339
Guilderland, New York 12084-0339

Dear Dick:

As indicated previously, enclosed please find **original** Easement Agreement, which has been filed with the office of the Albany County Clerk.

Thank you again for your help.

Very truly yours,

MAYNARD, O'CONNOR, SMITH & CATALINOTTO, LLP

By


James R. Schultz
schultz@moscllp.com

JRS:mrf:321317.1
Enclosure

cc w/enc.: Ms. Janet Kaplan



**Albany County Clerk
32 North Russell Rd.
Albany, NY 12206-1324**

Return to:

JAMES R SCHULTZ ESQ
6 TOWER PL
ALBANY NY 12203

Instrument Deed, Easement

Document Number: 10533525 **Book:** 2963 **Page:** 1064

Grantor

TOWN OF GUILDERLAND

Grantee

STUYVESANT PLAZA INC

Number of Pages: 7

Recorded Date/Time 11/16/2009 at 9:48 AM

Receipt Number 551489

Transfer Tax Receipt


Albany County Clerk Received:

Trans Tax # 2120

.....\$0.00

Note: ** DO NOT REMOVE - THIS PAGE IS PART OF THE DOCUMENT **

**THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.**


Thomas G. Clingan, County Clerk

Record & Return To:
James R. Schultz, Esq.
6 Tower Place
Albany, New York 12203

EASEMENT AGREEMENT

AGREEMENT made November 4, 2009 by and between **Town of Guilderland, New York**, individually and on behalf of the McKownville Water District of the Town of Guilderland, New York, a New York municipal corporation, 5209 Western Turnpike, Guilderland, New York 12084 (hereinafter "Grantor"), and **Stuyvesant Plaza, Inc.**, a New York corporation, 10 Executive Park Drive, Albany, New York 12203 (hereinafter "Grantee").

RECITALS

Grantor is the owner of real property in the Town of Guilderland, County of Albany, New York, situated along the northerly boundary line of New York State Route 20 (Western Avenue), referenced by recordation in the office of the Albany County Clerk, in Book 1160 of Deeds at Page 193, tax map number 52.04-2-4.

Grantee is the owner of real property in the Town of Guilderland, County of Albany, New York, situated along the northerly boundary line of New York State Route 20 (Western Avenue), referenced by recordation in the office of the Albany County Clerk, in Book 1498 of Deeds at Page 462, tax map number 52.04-2-8.

The said real property owned by Grantor is situated contiguous to, and to the south and west of, a portion of the real property owned by Grantee.

Grantor and Grantee have mutually agreed, through this Easement Agreement, to provide Grantee, its agents, servants, employees, invitees, successors and/or assigns a nonexclusive easement for ordinary rights of ingress and egress, and for parking; and an exclusive easement for trash storage, maintenance and handling, under the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) lawful money of the United States, in hand paid, together with other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

(1) Grantor hereby grants to Grantee, its agents, servants, employees, invitees and/or its successors and/or assigns, a nonexclusive easement over a portion of the lands of Grantor for ordinary rights of ingress and egress and for parking of motor vehicles; together with an exclusive

easement for trash storage, maintenance and handling; which shall inure for the direct and indirect benefit of Grantee and/or its agents, servants, employees, invitees, successors and/or assigns. The legal description of the lands of grantor which shall encompass the easements as herein provided is set forth in Schedule A annexed hereto and made a part hereof. A map depicting the area of the exclusive and nonexclusive easements, respectively, prepared by Hershberg & Hershberg, Consulting Engineers and Land Surveyors, is annexed hereto and marked Schedule B.

(2) Grantor hereby agrees not to obstruct, impede or interfere with the reasonable use of, or access to, the lands made the subject of this easement for the uses and purposes specified herein.

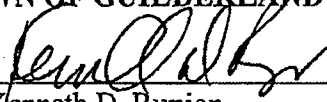
(3) Grantor hereby grants to Grantee, and Grantee hereby agrees, to improve, preserve and maintain the lands made the subject of this Easement Agreement, including snow removal, consistent with the uses and purposes specified herein.

(4) Grantor reserves all rights and incidents of ownership in and to the lands made the subject of the grant of the easements hereunder, to the extent that the same are not inconsistent with Grantee's rights. In particular, Grantor and Grantee acknowledge that the grant of the easement for parking motor vehicles shall not be limited to the Grantee and/or its agents, servants, employees, invitees, successors and/or assigns, but shall also extend to the public as a whole, it being noted, agreed and understood that the area depicted for parking purposes shall be contiguous to a park owned and maintained by the Grantor for the benefit of residents of the Town of Guilderland, New York.


(5) The grant of the easements under this Agreement shall run with the land, inured to the benefit of, and shall be binding upon the parties hereto, and their respective successors and/or assigns.

IN WITNESS WHEREOF, the parties have hereunto have set their hands and seals the day and year first above written above.

TOWN OF GUILDERLAND

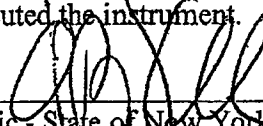
By: 
Kenneth D. Runion
Town Supervisor

STUYVESANT PLAZA, INC.

By: 
Janet Kaplan
Vice President, Real Estate

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

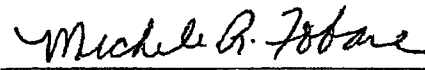
On the 4th day of November, in the year 2009, before me, the undersigned, a notary public in and for said State, personally appeared **Kenneth D. Runion**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York
JAMES R. SCHULTZ
Notary Public, State of New York
No. 4754867
Qualified in Albany County
Commission Expires February 28, 20 10

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

On the 16th day of November, in the year 2009, before me, the undersigned, a notary public in and for said State, personally appeared **Janet Kaplan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York

MICHELE R. FOBARE
Notary Public, State of New York
Qual. in Albany Co. No. 01F04729550
Commission Expires Feb. 28, 20 11

382413

Schedule A

Beginning at a point on the division line between the lands now or formerly of Stuyvesant Plaza, Inc. as described in Book 1498 of Deeds at Page 462 to the northeast and the lands now or formerly of the Town of Guilderland as described in Book 1160 of Deeds at Page 193 to the southwest, said point being located the following two courses and distances from the intersection of the division line between the lands now or formerly of Stuyvesant Plaza, Inc. as described in Book 1498 of Deeds at Page 462 to the east and the lands now or formerly of the Town of Guilderland as described in Book 1160 of Deeds at Page 193 to the west with the northerly bounds of Western Avenue:

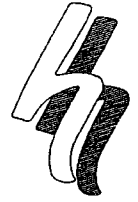
1. North 23°27'00" East a distance of 200.00 feet to a point;
2. North 36°03'00" West a distance of 58.03 feet to the point of beginning;

Thence from said point of beginning, South 23°27'00" West along the westerly bounds of an existing easement for ingress and egress as described in the following Deeds (Book 1604 at Page 544, Book 1891 at Page 491, Book 1891 at Page 499 & Book 1910 at Page 535) a distance of 48.74 feet to a point; thence through the lands now or formerly of the Town of Guilderland as described in Book 1160 of Deeds at Page 193 the following six (6) courses and distances:

1. North 36°03'00" West a distance of 335.51 feet to a point;
2. South 86°22'38" West a distance of 24.54 feet to a point;
3. North 24°50'01" West a distance of 46.34 feet to a point;
4. North 13°12'46" West a distance of 86.82 feet to a point;
5. North 36°03'00" West a distance of 108.52 feet to a point;
6. North 05°09'27" West a distance of 29.70 feet to a point on the southerly

bounds of an existing Parking Easement as described in Book 2313 of Deeds at Page 294; thence South 50°29'39" East along the southerly bounds of said Parking Easement a distance of 19.04 feet to a point; thence South 36°03'00" East along the division line between the lands now or formerly of Stuyvesant Plaza, Inc. as described in Book 1498 of Deeds at Page 462 to the northeast and the lands now or formerly of the Town of Guilderland as described in Book 1160 of Deeds at Page 193 to the southwest a distance of 564.97 feet to the point of beginning.

Containing 22,297 Square Feet or 0.51 Acres of land.



**HERSHBERG
&
HERSHBERG**

Consulting Engineers
and Land Surveyors

18 Locust Street
Albany, New York 12203

ALTERATION OF THIS
DOCUMENT EXCEPT BY A
LICENSED PROFESSIONAL
ENGINEER OR LAND
SURVEYOR, IS ILLEGAL



REMARKS	DATE

REVISIONS

**PROPOSED EASEMENT FOR INGRESS, EGRESS & PARKING
LANDS OF THE TOWN OF GUILDERLAND
STUYVESANT PLAZA
TOWN OF GUILDERLAND, ALBANY COUNTY, NY**

FILE: 090003 SCALE: 1"=40' DATE: 4/22/09 CRK: DBR 090003-1

