

By Alderperson : _____

Seconded by Alderperson : _____

**A RESOLUTION TO APPROVE EASEMENT AND ENCROACHMENT AGREEMENT WITH ST. PAUL'S
CENTER, INC. AS TO FORM AND
SCHEDULING A PUBLIC HEARING THEREON**

WHEREAS, The Common Council of the City of Rensselaer has been provided with the attached May 14th, 2019 Site Plan Approval Letter for St. Paul's Center, Inc. properties located at 212-214 Washington Avenue in the City of Rensselaer, and such Approval further requiring that the Applicant obtain Agreement and Approval from the Common Council of an Easement and Encroachment Agreement, a proposed copy of which is attached hereto, made a part hereof and incorporated herein by reference, and also being attached hereto for reference is the recorded Boundary-Lot Line Agreement and recorded Driveway, Parking and Maintenance Agreement, both also required as part of the Site Plan Approval by the Planning Commission, and

WHEREAS, the Common Council has reviewed such proposed Easement and Encroachment Agreement, and

WHEREAS, such proposed Easement and Encroachment Agreement appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Easement and Encroachment Agreement,

NOW, THEREFORE BE IT RESOLVED, that the attached proposed Easement and Encroachment Agreement is hereby approved as to form, and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30pm on March 18th, 2020, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to allow the Common Council to hear Public Comment on the possible approval as to substance of the proposed Easement and Encroachment Agreement, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue appropriate Public Notice of the Public Hearing scheduled herein.

Approved as to form and sufficiency
this _____ day of March, 2020

Corporation Counsel

Mayor



Charles E. Moore, AICP
Planning Director

CITY OF RENSSELAER
PLANNING AND DEVELOPMENT AGENCY
BUILDING & ZONING
CITY HALL, 62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144-2696

Planning (518) 465-1693 Building (518) 462-5489 Fax (518) 465-2031



Ketura Vics, M.R.P.
Assistant Planning Director

May 14, 2019

Tracy Pitcher
947 3rd Street
Rensselaer, NY 12144

RE: Site Plan Approval 212-214 Washington Avenue

Dear Ms Pitcher:

The City of Rensselaer Planning Commission has approved your site plan for the above referenced facilities. You may now proceed with your proposed projects which include the following provisions:

-Requirement to meet 100% of parking required by zoning has been waved in favor of "banked" parking with the understanding that if the community expresses need for additional parking, the St. Paul's Center will provide it.

-Mutual easements are filed with the City Clerk before construction of a shared driveway.

-A licensing agreement is filed with the City Clerk before encroaching onto city right of way.

-Apply for all necessary building permits and submit for approval to Building and Zoning Administrator, Jeanna Fritz.

-Apply for a Certificate of Occupancy and submit for approval to Building and Zoning Administrator, Jeanna Fritz.

-Be in full compliance with all state and city building codes and flood control requirement.

If you have any planning or zoning questions, feel free to contact Ketura Vics at 518-465-1693 or by email at Ketura.vics@rensselaerny.gov. If you have any code or building questions, feel free to contact Jeanna Fritz at 518-465-1693 or by email at Jeanna.fritz@rensselaerny.gov.

We look forward to continuing to work with you on your projects.

Sincerely,

Ketura Vics
Assistant Director of Planning

cc: Jeanna Fritz, Building and Zoning Administrator

EASEMENT/ENCROACHMENT AGREEMENT

This Agreement made as of the ____ day of March, 2020, between the **CITY OF RENSSELAER**, a municipal incorporation with offices located at City Hall, 62 Washington Avenue, Rensselaer, New York 12144 ("**Grantor**") and **ST. PAUL'S CENTER, INC.**, a New York Not-for-Profit Corporation, with offices located at 947 Third Street, Rensselaer, New York 12144 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantee is the owner of properties located at 212 and 214 Washington Avenue in the City and County of Rensselaer (the "Premises"); and

WHEREAS, Grantee currently has an improvement on 212 Washington Avenue in the City and County of Rensselaer, in which there currently exists an encroachment of the building onto lands of the Grantor, which improvement is to be reconstructed; and

WHEREAS, Grantee has made application for the construction of a six-unit apartment building with the Rensselaer City Planning Commission on 214 Washington Avenue; and

WHEREAS, as part of the application process Grantee has designed a structural element of the building to be constructed on 214 Washington Avenue, which would encroach onto lands of the Grantor. That such structural element was designed to allow the building to conform with the general architectural scheme of other buildings along Washington Avenue, which buildings presently appear to encroach onto lands of Grantor; and

WHEREAS, the Rensselaer City Planning Commission at its meeting duly called for May 13, 2019 approved the plans as submitted by the Grantee, including the construction of the structural element on lands of the Grantor; and

WHEREAS, Grantor has approved the herein easement pursuant to Resolution Number _____, passed by the City of Rensselaer Common Council on _____.

NOW, THEREFORE, SUBJECT to and upon receipt of One and 00/100 Dollar (\$1.00) and such other terms and conditions hereinafter in this Indenture set forth, Grantor does hereby grant and release to Grantee, its successors and assigns, without covenant or warranty of any kind, express or implied, an easement to construct, reconstruct and maintain as part of the buildings constructed or to be constructed on the Premises a structural element not to exceed five foot in width and six foot in depth onto lands of Grantor along the front of the Premises.

SUBJECT to all rights, easements, covenants and restrictions.

Grantee shall not hinder, interfere with, prevent, delay, obstruct or adversely affect the Grantor in the reasonable exercise of its governmental operations or function.

The rights granted herein are subject to the following provisions:

GRANT SUBORDINAT TO PRIOR RIGHTS

1. The rights described above are given and accepted subject to any and all outstanding leases, tenancies, easements, licenses or other tenures, and/or claims of title affecting Grantor's said property or any portions thereof; and subject also to any and all encumbrances, liens, conditions, restrictions and/or reservations under which Grantor holds the same.

COMPLIANCE WITH APPLICABLE LAWS

2. Grantee shall, at its own cost, comply with applicable laws, ordinances, orders, rules and regulations of the United States, State of New York, or any department, bureaus, authorities or commissions created under the laws of either government, and of the municipalities in which said lands are situated as the same relates to the exercise of the rights, privileges and easements granted hereunder.

GRANTOR'S PARAMOUNT RIGHTS

3. All rights granted hereunder shall be subject and subordinate to rights as follows:
 - a. The paramount rights of Grantor now and hereafter to occupy and use all or any portion or portions of said property in its operations, provided, however, that any such occupancies or uses shall not prevent the exercise by Grantee of the rights conferred by this agreement.

WORK

4. Any and all work to be performed or undertaken by Grantee hereunder shall be subject to and in accordance with plans and specifications approved by the City Building Department and/or City Engineer.

INDEMNIFICATION

5. Grantee shall indemnify, defend and hold Grantor harmless from any and all claims that may be made for damages, loss, injury or death resulting in and to the Grantor, its property or employees, or to other persons or other property for the use to be made by Grantee of said property.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first hereinbefore recited.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF RENSSELAER

By: _____
Michael Stammel
Mayor

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

On the ____ day of _____ in the year 2020 before me, the undersigned, personally appeared RICHARD J. MOONEY, personally known to me or proved to be 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

ST. PAUL'S CENTER, INC.

By: _____

Tracy J. Pitcher
Executive Director

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

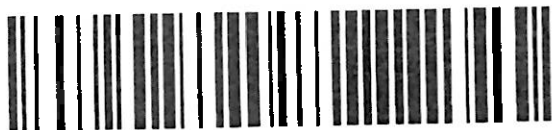
On the _____ day of March in the year 2020 before me, the undersigned, personally appeared TRACY J. PITCHER, personally known to me or proved to be on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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



RENSSELAER COUNTY - STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 8993 / 62
INSTRUMENT #: 2019-559636

Receipt#: 1221680
Clerk: RK
Rec Date: 10/31/2019 02:38:57 PM
Doc Grp: RP
Descrip: DEED
Num Pgs: 5
Rec'd Frm: SCIOCCHETTI & ABBOTT PLLC

Party1: ST PAULS CENTER INC
Party2: ST PAULS CENTER INC
Town: RENSSELAER

Recording:

Cover Page	5.00
Recording Fee	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	4.00
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 324.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 324.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 1254

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

SCIOCCHETTI & ABBOTT PLLC
800 TROY SCHENECTADY ROAD
SUITE 102
LATHAM NY 12110

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerk's endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
Rensselaer County Clerk

133.71-4-6 3.7

Instr # 2019-549636
Rk 8993 Pg: 62

Boundary Line/Lot Line Adjustment Agreement

This Boundary Line/Lot Line Adjustment Agreement, made the 17th day of October, 2019, by

ST. PAUL'S CENTER, INC., a New York Not-for-Profit Corporation, with an office address at 947 Third Street, Rensselaer, New York 12144.

WHEREAS, St. Paul's Center, Inc. is the owner of a certain parcels of real estate located and commonly known as 212 Washington Avenue (hereinafter "Parcel 1") and 214 Washington Avenue (hereinafter "Parcel 2") in the City of Rensselaer, County of Rensselaer and State of New York.

WHEREAS, Parcel 1 and Parcel 2 are contiguous parcels of land;

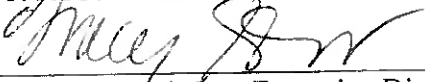
WHEREAS, it is the intention of the St. Paul's Center, Inc. to adjust the boundary line between the respective parcels in accordance with that certain Survey entitled "Proposed Boundary-Line Adjustment Between Lands of St. Paul's Center, Inc., #212-214 Washington Avenue – Rensselaer, N.Y." made by Frederick J. Metzger Land Surveyor, P.C. dated April 03, 2019, and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99; and

NOW THEREFORE, in consideration of One and 00/100 DOLLARS (\$1.00) lawful money of the Unites States, it is agreed as follows:

- 1) The common boundary line between Parcel 1 and Parcel 2 is hereby adjusted and shall now be defined as beginning at a point on the southerly line of Washington Avenue, commencing 173.10 feet westerly on a course of S 75° 30' 00" W from a capped iron rod set in the intersection of the northwesterly corner of lands now or formerly of 218 Washington Avenue Associates, LLC (Vol. 7118, Page 265) to the east and the northeasterly corner of lands of St. Paul's Center, Inc. (Vol. 8786, Page 84) (Parcel 2) to the west and thence from said point of beginning for the adjusted boundary being the new boundary between Parcel 1 and Parcel 2 and Washington Avenue, and having a course from said point of beginning of S 14° 30' 00" E for a distance of 125.60 feet.
- 2) Parcel 1, is more particularly set forth in the legal description annexed and attached hereto as **Exhibit "A"**.
- 3) Parcel 2, is more particularly set forth in the legal description annexed and attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the St. Paul's Center, Inc. has set forth its hand and seal on the date written below.

ST. PAUL'S CENER, INC.


By: Tracy J. Pitcher, Executive Director

STATE OF NEW YORK
COUNTY OF ALBANY

}
} ss.:

On the 17th day of September, 2019 before me, the undersigned, a Notary Public in and for said state, personally appeared **TRACY J. PITCHER**, 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 State of New York

Kenneth M. Schwartz
Notary Public, State of New York
Qualified in Albany County
Commission Expires April 30, 2022
4827410

EXHIBIT A
(Parcel 1 Legal Description)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the City and County of Rensselaer, and State of New York, being more particularly described as follows:

BEGINNING at a CIRS (Capped Iron Rod Set) located on the south line of Washington Avenue at the division line between lands n/f of Matthew S. and Jessica E. Olmstead (Bk. 6745, Pg. 54) on the west with lands n/f of St. Paul's Center, Inc. (Bk. 8384, Pg. 121) on the east; thence proceeding in an easterly direction along the aforesaid south line of Washington Avenue, N 75° 30' 00" E 53.00 feet to a point; thence in a southerly direction along the agreed upon boundary line between #212 & #214 Washington Avenue, S 14° 30' 00" E 125.60 feet to a point; thence in a westerly direction along the lands n/f of Dean C. and Alecia A. Bilpuh (Bk. 1663, Pg. 231), N 88° 42' 51" W 44.69 feet to a CIRS; thence in a northerly, westerly and northerly direction along the aforesaid lands n/f of Olmstead, N 14° 30' 00" W 13.44 feet to a CIRS, S 75° 30' 00" 10.00 feet to a CIRS and N 14° 30' 00" W 100.00 feet to a point, said point being the point of beginning.

Being a parcel of land irregular in shape and containing in all 6,140± square feet or 0.1409± acres.

Also being all of #212 Washington Avenue as shown on a map entitled "Proposed Boundary Line Adjustment Between Lands of St. Paul's Center, Inc., #212-214 Washington Avenue – Rensselaer, N.Y.", prepared by Frederick J. Metzger, Jr., P.L.S., dated April 03, 2019 and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99.

EXHIBIT B
(Parcel 2 legal description)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the City and County of Rensselaer, and State of New York, being more particularly described as follows:

BEGINNING at a CIRS (Capped Iron Rod Set) located on the south line of Washington Avenue at the division line between lands n/f of 218 Washington Avenue Associates, LLC (Bk. 7118, Pg. 265) on the east with lands n/f of St. Paul's Center, Inc. (Bk. 8786, Pg. 84) on the west; thence proceeding in a southerly direction along the afore described division line, S 10° 28' 42" E 58.09 feet to a CIRS and S 02° 55' 00" E 84.10 feet to a point; thence in a westerly direction along the lands n/f of Jennifer Santiago (Bk. 1475, Pg. 190) and further along lands n/f of Dean C. and Alecia A. Bilpuh (Bk. 1663, Pg. 231), N 88° 42' 51" W 54.18 feet to a point; thence in a northerly direction along the agreed upon boundary line between #212 & #214 Washington Avenue, N 14° 30' 00" W 125.60 feet to a point; thence in an easterly direction along the aforesaid south line of Washington Avenue N 75° 30' 00" E 73.10 feet to a point, said point being the point of beginning.

Being a parcel of land irregular in shape and containing in all 8,725± square feet or 0.2003± acres.

Also being all of #214 Washington Avenue as shown on a map entitled "Proposed Boundary Line Adjustment Between Lands of St. Paul's Center, Inc., #212-214 Washington Avenue – Rensselaer, N.Y.", prepared by Frederick J. Metzger, Jr., P.L.S., dated April 03, 2019 and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99.

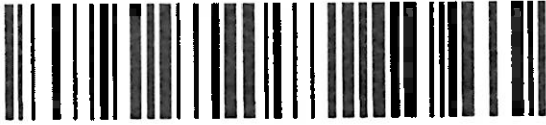
*R.R. Schuchetti & Abbott, PLLC
Attn: Kenneth M. Schuchetti, Esq.
c/o Tracy Schuchetti P.A.
Latham, NY 12110*



RENSSELAER COUNTY – STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

BOOK/PAGE: 8993 / 55
INSTRUMENT #: 2019-559635

Total: 75.00

**** NOTICE: THIS IS NOT A BILL ****

Receipt#: 1221680
Clerk: RK
Rec Date: 10/31/2019 02:38:57 PM
Doc Grp: RP
Descrip: DECLARATION
Num Pgs: 7
Rec'd Frm: SCIOCCHETTI & ABBOTT PLLC

Party1: ST PAULS CENTER INC
Party2: ST PAULS CENTER INC
Town: RENSSELAER

Record and Return To:

SCIOCCHETTI & ABBOTT PLLC
800 TROY SCHENECTADY ROAD
SUITE 102
LATHAM NY 12110

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerk's endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
Rensselaer County Clerk

1

133.71-4-6 § 7

Instr # 2019-559635
Bk 8993 Pg: 55

**DECLARATION OF SHARED DRIVEWAY, CROSS PARKING EASEMENT AND
MAINTENANCE AGREEMENT**

THIS Declaration, made the 17th day of October, 2019 by
ST. PAUL'S CENTER, INC., a New York Not-for-Profit Corporation, with offices at 947 Third
Street, Rensselaer, New York 12144 (hereinafter "St. Paul's"),

RECITATIONS

WHEREAS, St. Paul's is the owner of 212 Washington Avenue in the City and County of
Rensselaer, New York (hereinafter "Parcel 1"); and

WHEREAS, St. Paul's is also the owner of 214 Washington Avenue, City and County of
Rensselaer, State of New York (hereinafter "Parcel 2"); and

WHEREAS, St. Paul's desires to establish as between Parcel 1 and Parcel 2, a shared driveway,
cross parking easement and maintenance agreement; and

WHEREAS, said shared driveway, cross parking easement and maintenance agreement is a
condition of the Rensselaer City Planning Commission for approval of the construction of a six-
unit apartment building on 214 Washington Avenue and the renovation of the structure at 212
Washington Avenue into a four-unit apartment building.

NOW, THEREFORE, St. Paul's Center does hereby declare the following rights, easements and
agreements:

**EASEMENT FOR INGRESS/EGRESS (SHARED DRIVEWAY), CROSS PARKING
EASEMENT AND MAINTENANCE OBLIGATIONS**

1. The owner of Parcel 1, its successors and/or assigns shall have the following rights and
easements over and through the lands of Parcel 2:

- a. The right of vehicular and pedestrian ingress and egress over that portion of the driveway, as described in Schedule A annexed hereto and made a part hereof, and walkway located on Parcel 2;
 - b. The nonexclusive right of the owner, its tenants and their visitors, guests, invitees, to use any parking space located on Lot 2 on a "first come, first serve" basis.
 - c. The right to access and easement over Lot 2 as may be reasonably necessary for the installation, maintenance, repair and replacement of pipes, wires, cables, conduits, connections and other such utilities that solely benefit Lot 1.
 - d. An easement over the lands of Lot 2 for the flow, collection and maintenance of the storm water drainage system as depicted on the approved site plan and any amendment thereto.
2. The owner of Parcel 2, its successors and/or assigns shall have the following rights and easements over and through the lands of Parcel 1:
- e. The right of vehicular and pedestrian ingress and egress over that portion of the driveway, as described in Schedule A annexed hereto and made a part hereof, and walkway located on Parcel 1;
 - f. The nonexclusive right of the owner, its tenants and their visitors, guests, invitees, to use any parking space located on Lot 1 on a "first come, first serve" basis.
 - g. The right to access and easement over Lot 1 as may be reasonably necessary for the installation, maintenance, repair and replacement of pipes, wires, cables, conduits, connections and other such utilities that solely benefit Lot 2.

- h. An easement over the lands of Lot 1 for the flow, collection and maintenance of the storm water drainage system as depicted on the approved site plan and any amendment thereto.
3. To the extent that there are electric service lines, gas service lines, storm sewer pipes and catch basins, and sanitary sewer lines (hereinafter "Utilities"), that mutually benefit the owners of both Parcels 1 and 2, then in that event, each party grants to the other mutual rights of access for the maintenance, repair and replacement of such mutually beneficial Utilities, subject to the terms and conditions contained herein regarding maintenance and allocation of cost.

LIMITATIONS OF EASEMENTS

The easements for Utilities set forth herein shall be for the benefit of and restricted solely to the owners of Parcels 1 and Lot 2, their successors and assigns. Any owner may grant the benefit of such reciprocal rights to its tenants and subtenants for the duration of such tenancy and subtenancies and/or contractors or sub-contractors of the owner of Parcel 1 or Lot 2, who are performing any service, maintenance, repair or replacement to the Utilities.

SERVICE, MAINTENANCE, ALLOCATION OF COSTS

SERVICE AND MAINTENANCE: It is agreed that the owners of Parcels 1 and 2 shall:

1. Maintain the shared driveway and parking area, including but not limited to snow plowing, blacktopping and sealcoating.
2. Maintain any on-site stormwater management facility in good condition and repair, free of obstruction, as outlined in any approved site plan or as may be otherwise required by the City of Rensselaer.
3. Maintain the Utilities as set identified herein in good condition and repair.

4. Upon completion of any maintenance, repair or replacement activity, the Parties shall immediately repair, restore and revegetate all disturbed areas in a manner consistent with conditions existing prior to the disturbance.

ALLOCATION OF COST: The cost of the service, maintenance, repair or replacement of the common driveway and parking area surfaces and/or sub-surfaces, Utilities and all improvements now or hereinafter incorporated by means of such service, maintenance, repair or replacement (collectively, the Maintenance") shall be allocated equally, fifty percent (50%) to Parcel 1 and fifty percent (50%) to Parcel 2.

DETERMINATION OF MAINTENANCE: The parties shall jointly coordinate in determining the Maintenance to be performed and the party engaged to perform Maintenance. In the event that the parties cannot agree upon a Maintenance action, then the parties agree to appoint a third party/agent to decide whether Maintenance is to be performed and by whom and for what cost.

SELF-PERFORMED MAINTENANCE: In the event that either party performs and pays for any items or service which would normally be considered Maintenance, then, provided the self-performed maintenance is completed in accordance with municipal code and industry standards, then the party paying for the Maintenance shall be entitled to contribution from the other party. The self-performing party must first notify and obtain written consent from the other party prior to commencing any self-performed Maintenance. Failure to obtain the prior party's written consent shall negate the right of contribution.

MISCELLANEOUS

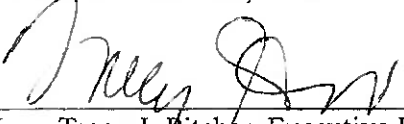
INSURANCE: Each party, their successors and/or assigns, shall supply to the other a certificate of insurance, naming the other as additional insured.

DEFAULT: In the event of a breach by any party, of any terms, covenants, and conditions of this Agreement, then either party may submit the matter to binding arbitration pursuant to the provisions of the American Arbitration Association. The successful party shall be entitled to the costs of the proceeding, including reasonable attorney's fees. Any such monetary award as determined by the Arbitrator shall be reduced to a judgment pursuant to the provisions of the CPLR if not paid within thirty (30) days of the rendering of a decision by the Arbitrator.

WAIVER: The rights, privileges and conditions of this agreement shall not be deemed waived due to the failure of any party to enforce them.

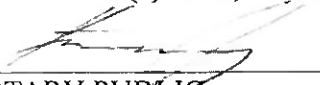
COVENANT RUNNING WITH THE LAND: The easements granted or reserved shall be perpetual and appurtenant and shall run with the land and continue to burden the Parcels. This Agreement shall create privity of contract and estate with and among all grantees of any part of any Parcels, their successors and/or assigns.

ST. PAUL'S CENTER, INC.


BY: Tracy J. Pitcher, Executive Director

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

On the 17th day of October in the year 2019 before me, the undersigned, personally appeared TRACY J. PITCHER, personally known to me or proved to be 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

Kenneth L. Schwartz
Notary Public, State of New York
Qualified in Albany County
Commission Expires April 30, 2022
4827449

SCHEDULE A

(Description of Shared Driveway and Cross Parking Easement Area)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the City and County of Rensselaer, State of New York, being more particularly described as follows:

BEGINNING at a point located on the south line of Washington Avenue at the division line between lands n/f of St. Paul's Center, Inc. (#214 Washington Avenue) on the east with other lands n/f of St. Paul's Center, Inc. (#212 Washington Avenue) on the west as shown on a map entitled "Proposed Boundary Line Adjustment Between Lands of St. Paul's Center, Inc. #212-214 Washington Avenue – Rensselaer, N.Y.", prepared by Frederick J. Metzger, Jr., P.L.S., dated April 03, 2019 and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99; thence proceeding in an easterly direction along the aforesaid south line of Washington Avenue, N 75° 30' 00" E 10.00 feet to a point, thence in a general southerly direction crossing the aforesaid lands n/f of St. Paul's Center, Inc. (#214), S 14° 30' 00" E 67.20 feet along a curve to the left with a radius of 15.00 feet for an arc length of 19.43 feet (chord: S 51° 36' 26" E 18.10 feet); thence S 88° 42' 51" E 41.01 feet and S 01° 17' 09" W 44.00 feet; thence in a westerly direction continuing to cross the aforesaid lands n/f of St. Paul's Center, Inc. (#214) and further crossing the other aforesaid lands n/f of St. Paul's Center, Inc. (#212), N 88° 42' 51" W 79.00 feet to a point; thence in a general northerly direction continuing to cross the aforesaid lands n/f of St. Paul's Center (#212), N 01° 17' 09" E 13.00 feet, along a curve to the left with a radius of 5.00 feet for an arc length of 7.85 feet (chord: N 43° 42' 51" W 7.07 feet), N 88° 42' 51" W 13.00 feet, N 01° 17' 09" E 25.00 feet, S 88° 42' 51" E 17.53 feet, along a curve to the left with a radius of 5.00 feet for an arc length of 9.23 feet (chord: N 38° 23' 34" E 7.98 feet) and N 14° 30' 00" W 67.32 feet to a point; thence in an easterly direction along the aforesaid south line of Washington Avenue, N 75° 30' 00" E 10.00 feet to a point, said point being the point of beginning.

Being a parcel of land irregular in shape and containing in all 5, 474± square feet or 0.1257± acres.

R/R: Seacock & Abbott, PLLC
Att: Kenneth M. Seacock, Esq.
200 Troy Schenckelby Rd.
Latham, NY 12110