

2020-112

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.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Town of Schodack Consolidated Sewer District Project			
Project Location (describe, and attach a location map): A portion of the Town of Schodack; boundaries of project are attached.			
Brief Description of Proposed Action: Consolidation of four existing sewer districts plus one extension into a single consolidated sewer district.			
Name of Applicant or Sponsor: Town of Schodack Town Board		Telephone: (518) 477-7198	
Address: 265 Schuurman Road		E-Mail: david.harris@schodack.org	
City/PO: Castleton		State: New York	Zip Code: 12033
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 checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ Many acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Not Applicable	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town of Schodack Town Board</u> Date: <u>April 9, 2020</u>		
Signature: _____ Title: <u>Supervisor</u>		

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only (If applicable)

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Schodack Town Board	April 9, 2020
Name of Lead Agency	Date
David Harris	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	William F. Ryan, Jr., Esq., (Special Counsel)
	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

TOWN OF SCHODACK, COUNTY OF RENSSELAER, STATE OF NEW YORK
SUGGESTED DESCRIPTION
CASTLETON CONSOLIDATED SEWER DISTRICT

ALL those parcels of land situated in the Town of Schodack, County of Rensselaer, State of New York, more particularly described as follows:

AREA 1

Generally east of NYS Route 9J, north of Brickyard Road, south of the boundary between the Village of Castleton; being specifically tax parcels 198.19-8-5; 198.19-8-6.

AREA 2

Generally west of NYS Route 9J, south of the Moordener Kill, east of the Hudson River; being specifically tax parcel 198-4-1.11.

AREA 3

Generally south of Maple Hill Road, west of South Schodack Road; being specifically tax parcel 209-2-12.

AREA 4

Bounded on the west and north by the Village of Castleton; on the east by National Grid (tax parcel 199-7-18); on the south by the southern boundaries of tax parcels 199.17-1-18, 198-2-3.1, and 198-2-3.2; specifically excluding any portion of tax parcels 199-7-18, 199-7-17, 199-7-23.1, and 199-7-25 that is within the boundary described above.

This description was generated on 8/8/2019, based on the tax assessment maps as they existed on August 8, 2019 by Raymond C. Smith Jr, LLS.

8000-143

SCHEDULE "A"

**TOWN OF SCHODACK, COUNTY OF RENSSELAER, STATE OF NEW YORK
SUGGESTED DESCRIPTION
CASTLETON CONSOLIDATED SEWER DISTRICT**

ALL those parcels of land situated in the Town of Schodack, County of Rensselaer, State of New York, more particularly described as follows:

AREA 1

Generally east of NYS Route 9J, north of Brickyard Road, south of the boundary between the Village of Castleton; being specifically tax parcels 198.19-8-5; 198.19-8-6.

AREA 2

Generally west of NYS Route 9J, south of the Moordener Kill, east of the Hudson River; being specifically tax parcel 198-4-1.11.

AREA 3

Generally south of Maple Hill Road, west of South Schodack Road; being specifically tax parcel 209-2-12.

AREA 4

Bounded on the west and north by the Village of Castleton; on the east by National Grid (tax parcel 199-7-18); on the south by the southern boundaries of tax parcels 199.17-1-18, 198-2-3.1, and 198-2-3.2; specifically excluding any portion of tax parcels 199-7-18, 199-7-17, 199-7-23.1, and 199-7-25 that is within the boundary described above.

This description was generated on 8/8/2019, based on the tax assessment maps as they existed on August 8, 2019 by Raymond C. Smith Jr, LLS.

2020 - 145



February 28, 2020

David Harris
Town of Schodack - Supervisor
265 Schuurman Road
Castleton, NY 12033

RE: Proposal for Supplemental Utility Hanger Design, Van Hoesen Road over Amtrak Bridge Rehabilitation, Town of Schodack, Rensselaer County, NY; CM No. 117-306

Dear Mr. Harris:

Creighton Manning Engineering, LLP (CM) is pleased to submit this proposal to provide Structural Engineering Services to add additional utility supports to the proposed subject bridge rehabilitation project. The following scope of services was developed based on information provided by the Laberge Group, representing the Town of Schodack.

SCOPE OF SERVICES

It is our understanding that the Town of Schodack wishes to include additional utility supports on the existing truss in the subject bridge rehabilitation project. The utility supports would be for Town infrastructure that would potentially be added at a future date. To accommodate this, CM will perform the following:

Phase 1 – Truss Analysis and Load Rating

CM will analyze the existing truss to determine if the truss can support the proposed additional utility line, and analyze the effect of the proposed utility line on the truss’s load carrying capacity. The truss load rating will be updated based on the results of the analysis for inclusion in the truss rehabilitation construction plans.

Phase 2 – Construction Details

CM will develop the details for the utility supports and add them to the bridge rehabilitation plans. The details to be included in the plans will be of sufficient detail to fabricate and install the utility supports. The bridge rehabilitation plans, containing the proposed details, will be stamped by a Professional Engineer licensed in New York State. The plans will state the maximum loading that can be applied to the hangers for the future utility crossing.

Phase 3 – Cost Estimate

CM will prepare a construction cost estimate for the utility supports as a separate line item in the project construction cost estimate, to be used for reimbursement purposes by the County.

If it is determined in Phase 1, that the existing truss is not adequate for adding the additional load of the proposed utility and hangers, no Phase 2 or Phase 3 work will be completed by CM. Subsequently, the fees associated with Phases 2 and 3 will be not applicable if work is not completed for these two phases.

SCHEDULE

We are available to begin work on this project immediately upon your Notice to Proceed. The work will be completed prior to the advertising of the bridge rehabilitation plans, for inclusion in the subject project.

FEE

Our **total fee** for the work outlined is as follows:

Phase 1 - Truss Analysis and Load Rating Update	\$2,900
Phase 2 – Construction Details	\$2,100
Phase 3 – Cost Estimate	<u>\$800</u>
Total	\$5,800

The person signing the proposal represents that he or she is authorized to legally bind the Client for payment of all bills incurred. Invoices will be mailed monthly, due upon receipt, and be based upon the percent complete. It is noted that the **Fee** and **Schedule** are valid for a period of 60 days. After that, CM reserves the right to modify the **Fee** and **Schedule** based on company backlog and current conditions.

ASSUMPTIONS

CM will address evolving issues as they arise within this budget. However, there are several instances where additional work may be requested and/or required, which would be billed as “extra work.” “Extra work” would only be initiated after the Client is informed of the nature of the work and associated costs. “Extra work” may include the following:

1. Re-computation or re-analysis based on revised proposed utilities.
2. Correspondence after submission of the final plans.
3. Attendance at meetings.
4. Coordination with Amtrak specific to the proposed utility crossing.

Technical Assumptions

1. The proposed future utility to be carried, for analysis purposes, is assumed to be an insulated 12” diameter steel pipe full of water.
2. The proposed additional utility supports will be on the south side of the truss.
3. All components of the proposed utility supports and the future utility line will be above the bottom chord of the truss.
4. No modifications to the backwalls will be required, the proposed utility line will extend over the backwalls.
5. Approach details of the future utility line transitioning underground are excluded.

Thank you for the opportunity to submit this Proposal. If it is acceptable, please sign one copy and return it for our records. Receipt of the **signed proposal** will serve as our Notice to Proceed.

Respectfully submitted,
Creighton Manning Engineering, LLP



Charles Tutunjian, P.E.
Sr. Project Manager/Partner

c. Rich Laberge, Laberge Group
c. Joe Teliska, Rensselaer County

CONTENTS NOTED AND APPROVED:

CM Proposal No. 117-306 SWA#1

Name (Please Print)

Signature

Date

Company Name (Please Print)

Telephone

Street

City/State/Zip

GOLDMAN ATTORNEYS PLLC

Attorneys and Counselors at Law

255 WASHINGTON AVENUE EXTENSION, SUITE 108
ALBANY, NEW YORK 12205

TELEPHONE: (518) 431-0941
FAX: (518) 694-4821

Paul J. Goldman
pgoldman@goldmanpllc.com

April 3, 2020

EMAIL

Christopher Langlois, Esq.
Girvin & Ferlazzo, P.C
20 Corporate Woods Blvd
Albany, New York 12211

Re: Brook Pointe Apartments, 2055 East Schodack Road, Town of Schodack, County of Rensselaer, New York (the "Senior Housing Complex")

Dear Mr. Langlois:

I represent Schodack Senior Housing LLC, the owner of the above 49 unit Senior Housing Complex ("Schodack Senior"). I write further to our conversation relative to the certain Easement Agreement attached hereto pursuant to which water wells, pumps and lines were installed to supply water from the property of the Town to the Senior Housing Complex (the "Easement Agreement"). Schodack Senior is in the process of trying to obtain a mortgage loan with The Federal Home Loan Mortgage Corporation ("Freddie Mac"). In connection with this effort, we provided Freddie Mac with the Easement Agreement which is the source for potable water to the Senior Housing Complex and explained that in 2006 the Easement became the basis upon which water was delivered to the Senior Housing Complex. The Easement was reserved by the grantor after the conveyance to the Town of Schodack of the land that is being used as a park. There is language in the Easement concerning termination of the Easement and approval of any transfer of the Easement which would necessarily encumber any transfer of the Senior Housing Complex. This language is giving Freddie Mac substantive concern which affects the ability to obtain our mortgage loan. Obviously, the reality is that the Town would never consider terminating the Easement Agreement and the access to its water supply to the senior residents without providing an alternate public water source, because of the attendant life safety impacts on its residents.

Accordingly, I drafted a First Amendment to the Easement Agreement to correct certain items therein since we have the benefit of the passage of time. Specifically, the First Amendment provides that the Easement Agreement will only be terminated when and if there is an adequate and sufficient public water supply connection for the Senior Housing Complex. In addition, I drafted a modification of the Easement to eliminate the restriction on the transfer of a beneficial interest in and to Easement Agreement in connection with a sale of the Senior Housing Complex; provided that the Property continues to be used as a Senior Housing Complex.

Further to our discussion, I am providing the basis for modification to the respective

GOLDMAN ATTORNEYS PLLC
Attorneys and Counselors at Law

provisions of the Easement Agreement as follows:

- 1) Section 2(i) and Section 4. The subject water wells have been in existence since 2006, and Schodack Senior advises me that they are not aware of any complaints that its facilities have interfered with the Town Park. Accordingly, I propose to modify Sections 2(i) and 4 of the Easement Agreement to eliminate the termination right in favor of the Town and to replace that language with substitute language indicating that any termination of the Easement Agreement may only be undertaken when and if the Senior Housing Complex has been connected to a public water source having sufficient capacity to serve the Senior Housing Complex. I believe that the proposed language comports with our present reality since I see no set of events where the Town would unilaterally want to terminate the water supply to the Senior Housing Complex and the consequent impact on the health and safety of the residents without having an in place replacement water source having sufficient capacity to handle the requirements of the Senior Housing Complex. In addition, I see no Court of competent jurisdiction allowing that to occur so that I simply drafted language that I believe comports with reality. I understand that there have been various proposals have been about the development of public water, but they have not materialized.
- 2) Section 5. I eliminated the last sentence of such section which restricts the transfer of the Senior Housing Complex as this a Freddie Mac loan requirement. As you are aware, both the owner and lender will need the unrestricted right to transfer the rights and obligations under the Easement Agreement, as modified by the First Amendment, in connection with a sale of the Senior Housing Complex. Accordingly, I incorporated a free right of transfer of the Easement Agreement without the approval of the Town provided that the use of the property as a Senior Housing Complex continues since that is what the Town approved.

I have asked my client to reach out to Supervisor Harris and Councilman Scott Schwartz. In addition, you may receive a call from Dennis Mensi who is the lawyer representing Freddie Mac to inquire about the First Amendment and the timing of consideration of the First Amendment since this request is priority which I just received today.

I hope that you and the Town Board find these modifications to be reasonable and fair under the circumstances. I am available to attend the April 9, 2019 meeting of the Town Board to explain the proposed First Amendment.

GOLDMAN ATTORNEYS PLLC
Attorneys and Counselors at Law

Should you have any questions, please do not hesitate to contact me.

Respectfully yours,

GOLDMAN ATTORNEYS PLLC



Paul J. Goldman

PJG/am
Enclosure

cc: James D. Finning, Esq. (w/enc.)
Dennis Mensi, Esq. (w/o enc.)

RECEIVED
\$.....0.....
REAL ESTATE
AUG 8 1995
TRANSFER TAX
RENSSELAER
COUNTY

288

EASEMENT

This Indenture made this 4th day of August, 1995 between the TOWN OF SCHODACK, a municipal corporation with a principal place of business at 1777 Columbia Turnpike, Castleton, County of Rensselaer, State of New York (hereinafter referred to the "Grantor") and PALMER ROAD DEVELOPMENT CORPORATION, a New York corporation with an office and principal place of business at P. O. Box 346, City of Rensselaer, County of Rensselaer, State of New York (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, by deed dated of even date herewith, the Grantee has deeded to the Grantor title to that 56.25± acres of real property in the County of Rensselaer, State of New York more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter the "Subject Property"); and

WHEREAS, as a condition to the deeding of the Subject Property from the Grantee to the Grantor, the Grantee required that the Grantor granted to the Grantee an easement to allow the Grantee

- (i) ingress and egress to the existing wells on the Subject Property, as well as any additional wells drilled and developed on the Subject Property by the Grantee for the purposes of providing access to same and for the purpose of installing piping from said wells to other property of the Grantee and/or Albany Land Development Corporation; and
- (ii) the right to develop the existing wells on the Subject Property and to drill and develop additional wells on the Subject Property, if necessary, in order to accommodate both the Subject Property's water needs and the water needs of future developments of other lands of the Grantee and/or Albany Land Development Corporation.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration the parties hereto agree as follows:

1. The Grantor does hereby grant unto the Grantee, its successors and/or assigns

- (i) an easement over a strip of land for the purpose of ingress and egress to the existing wells on the

P:\DATA\BIN\7507\93-1076\EASEMENT.3

0010 No. 1369

765 L. 193

Subject Property as well as any additional wells drilled and developed on the Subject Property by the Grantee, for the purposes of providing access to same and for the purposes of installing piping from said wells to other property of the Grantor and/or Albany Land Development Corporation; and

- (ii) The right to develop the existing wells on the Subject Property and to drill and develop additional wells on the Subject Property, if necessary, in order to accommodate both the Subject Property's water needs and the water needs of future developments of other lands of the Grantee and/or Albany Land Development Corporation. Said easement area is more particularly bounded and described in Schedule A attached hereto and made a part hereof.

2. The hereinbefore described easement is subject to the following rights and conditions:

- (i) The Grantee's exercise of the aforementioned easement grant shall be allowed only so long as the Grantee does not interfere with the Grantor's water needs related to the Subject Property; it being the intention of the parties that once the aforementioned wells and all associated piping and systems are fully developed (the "Water System"), the aforementioned easement shall be terminated by the parties and full fee title to the Subject Property and the Water System shall vest in the Grantor.
- (ii) If the Grantee shall disturb the easement area in connection with the development of the Water System, at the completion of any said work, the Grantee, at its sole cost and expense, shall restore the surface of the easement area to substantially the same condition in which it was immediately prior to the commencement of the work to the extent reasonably possible and shall remove all debris caused by such work immediately after completion of such work. The Grantee shall guard adequately all excavations and/or drillings made by it pursuant to this grant and shall save harmless and indemnify the Grantor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys fees and expenses) imposed upon or incurred by or asserted against Grantor by reason of any accident, injury to or death of persons, or loss

or damage to property occurring directly or indirectly from the exercise by any persons of the rights and privileges herein granted. The Grantee shall maintain in full force and effect a liability insurance policy to cover any work to be performed by Grantee pursuant to this grant, which insurance policy shall name Grantor as an additional insured.

3. Except as expressly set forth otherwise herein, this easement grant is made without any representations or warranties on the part of Grantor.

4. Once the Water System has been fully constructed, the parties hereto shall cooperate and take all steps necessary to offer for dedication to the Grantor said Water System and to terminate the easement herein granted.

5. It is understood that this grant contains and expresses all the agreements and obligations of the Grantor and Grantee in regard to the subject matter hereof, and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantor or Grantee; no verbal representations or statements have been made modifying, adding to or changing the terms of this agreement; and this grant shall be binding upon the Grantor and Grantee, shall run with the land, and shall inure to the benefit of their respective successors and assigns. The Grantee shall have the right to assign this grant in whole or in part with the consent of the Grantor, which consent will not be unreasonably withheld.

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

Grantor:

TOWN OF SCHODACK

By:

Name:

Title:

Michael P. Glavin
Michael P. Glavin
Supervisor

Grantee:

PALMER ROAD DEVELOPMENT CORPORATION

By:

Name:

Title:

Elio M. Micheli
Elio M. Micheli
Pres.

F:\DATA\BTM\7507\93-1076\EASEMENT.3

0010 PAGE 1371

1765 195

RECORDED
DOREEN M. CONNOLLY
Rensselaer County Clerk
AUG 08 1995

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

On this 4th day of August, 1995, before me personally appeared Michael Oliva, to me known, who being by me duly sworn, did depose and say that he resides in The Town, that he is the Super Visor of the Town of Schodack, the municipal corporation described in and which executed the above instrument, and that he signed his name thereto by order of said corporation.

Salvatore D. Ferlazzo
Notary Public

SALVATORE D. FERLAZZO
Notary Public, State of New York
Qualified in Rensselaer County
No. 4752412
Commission Expires 4/24/97

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

On this 4th day of August, 1995, before me personally appeared Elio M. Micheli, to me known, who being by me duly sworn, did depose and say that he resides in Latham, New York, that he is the President of Palmer Road Development Corporation, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Beverly I. Mitchell
Notary Public

BEVERLY I. MITCHELL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 4815589
COMMISSION EXPIRES JULY 31, 1997

F:\DATA\BTM\7507\93-1076\EASEMENT.3

1785 196

0010 PAGE 1372

Exhibit A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York more particularly described as follows:

Beginning at the northeasterly corner of land now or formerly of Donald O. and Clara L. Treat, as recorded in the Rensselaer County Clerk's Office in Book of Deeds 693 at Page 269 and in the westerly line of lands now or formerly of William Proper, as recorded in the Rensselaer County Clerk's Office in Book of Deeds 588 at Page 420, said point of beginning further being (511.90) feet N 05 deg. 33' 21" E measured along the westerly line of lands of the said Proper from the southwesterly corner thereof; thence running from said point of beginning along the northerly line of lands of the said Treat S 82 deg. 56' 22" W (1624.52) feet to a point in the easterly line of lands now or formerly of the Town of Schodack; thence along lands of the said Town of Schodack N 20 deg. 24' 26" E (382.00) feet to a point in the approximate centerline of the Moordenaar's Kill; thence down stream along the centerline of the said Moordenaar's Kill and along lands of the said Town of Schodack and lands now or formerly of Martin Beberwyk approximately (1035) feet to a point in the northerly line of lands of the said Beberwyk, said last mentioned point being N 49 deg. 42' 48" W (727.30) feet from the last mentioned point in the centerline of the said Moordenaar's Kill; thence along lands of the said Beberwyk and lands now or formerly of Lewis I. and Martha I. Curtis N 80 deg. 32' 28" W (1461.00) feet to a point in the southeasterly line of County Highway number 1870, also known as New York State Route No. 150; thence along the said County Highway the following courses and distances:

N 49 deg. 15' 33" E (323.45) feet to a point marked by a concrete highway monument, N 58 deg. 05' 11" E (380.64) feet to a point marked by a concrete highway monument, N 70 deg. 28' 35" E (247.15) feet to a point marked by a concrete highway monument, N 83 deg. 43' 42" E (233.08) feet to a point marked by a concrete highway monument, S 87 deg. 07' 43" E (255.48) feet, S 80 deg. 49' 47" E (444.11) feet, S 82 deg. 48' 48" E (354.98) feet and S 78 deg. 19' 37" E (2.00) feet to the northwesterly corner of lands now or formerly of Joseph W. and Josephine M. Belser; thence along lands of the said Belser S 24 deg. 11' 55" E (961.44) feet to a point in the approximate centerline of the aforesaid Moordenaar's Kill; thence up stream along the centerline of the said Moordenaar's Kill and along land of the said Belser and lands now or formerly of Daniel W. and Rosa Self approximately (1130) feet to the northwesterly corner of lands now or formerly of the aforesaid William Proper, said point being N 80 deg. 57' 41" E (1067.10) feet from the last mentioned point in the centerline of the said Moordenaar's Kill; thence along lands of the said Proper S 05 deg. 33' 21" W (555.00) feet to the point of beginning. Containing (56.253) acres of land more or less.

Bearings refer to the Magnetic Meridian of February 1963.

0010 PAGE 1373

785 : 197

Schedule A

All that piece or parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, and State of New York, being bounded and described as follows:

Beginning at point on the southerly bounds of New York State Route 150 at a point which is 100.30 feet easterly, on a course of N 83°43'42" E, from a concrete highway monument and is approximately 1051 feet northeasterly of the northerly line of lands of First Garden Park Limited Partnership; running thence through lands to be conveyed to the Town of Schodack the following three courses:

S 00° 00' 00" E 115.00';
N 00° 00' 00" E 450.00';
S 00° 00' 00" E 615.92' to a point on the northerly bounds of lands of the Town of Schodack; running thence along said lands of the Town of Schodack
N 80° 32' 28" W 506.89' to a point; running thence through said lands to be conveyed to the Town of Schodack
N 00° 00' 00" W 642.13' to a point on the aforementioned southerly bounds of New York State Route 150; running thence along said bounds of Route 150
N 83° 43' 42" E 50.30' to the point and place of beginning. Containing 6.731 acres of land. Bearings are with reference to magnetic north.

Also all that piece or parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, and State of New York, being a strip of land 50 feet in width, and being bounded and described as follows:

Beginning at point on the southerly bounds of New York State Route 150 at the southwesterly corner of lands of Palmer Road Development Corporation, and the northerly corner of lands of First Garden Park Limited Partnership, said point being 10.07 feet southwesterly of a concrete highway monument; running thence along said bounds of Route 150, and passing through said concrete monument,

N 49° 15' 33" E 65.08' to a point; running thence through lands to be conveyed to the Town of Schodack the following two courses:

S 80° 32' 28" E 812.55';
S 00° 00' 00" E 50.69' to a point on the northerly bounds of lands of the Town of Schodack; running thence along said lands of the Town of Schodack and thence the aforementioned lands of First Garden Park Limited Partnership
N 80° 32' 29" W 862.54' to the point and place of beginning. Containing 0.961 of acres of land. Bearings are with reference to magnetic north.

FIRST AMENDMENT TO EASEMENT

THIS FIRST AMENDMENT TO EASEMENT dated as of the ____ day of April, 2020 (this "First Amendment") is made by and between **TOWN OF SCHODACK**, a municipal corporation with a principal place of business at 1777 Columbia Turnpike, Castleton, County of Rensselaer, State of New York (hereinafter referred to the "Grantor") and **SCHODACK SENIOR HOUSING LLC**, a New York limited liability company with an office address of 98 Hudson Avenue, Green Island, State of New York 12183 (hereinafter referred to as the "Grantee") (the Grantor and Grantee are hereinafter called the "Parties").

WHEREAS, on August 4, 1995, Palmer Road Development Corporation ("PRDC") did convey to the Grantor by deed recorded in the Office of the Rensselaer County Clerk in Liber 1765 of Deeds at Page 199 the certain approximately 56.25 acres of land having frontage on New York State Route 150 which is used by Grantor as a Town Park (the "Parkland Property");

WHEREAS, in connection with the Parkland Property, the Grantor and PRDC delivered a certain Easement dated August 4, 1995 and recorded in the Rensselaer County Clerk's Office on August 8, 1995 in Book 1765 at Page 193 (the "Easement") which benefits the certain approximately 12.036 acre parcel of land located in the Town of Schodack, County of Rensselaer, State of New York being more particularly described on **Exhibit "A"** attached hereto and made a part hereof (hereinafter the "Property");

WHEREAS, on or about August 19, 2005, PRDC and Victor Gush and Linda Gush did convey the Property to the Grantee by deed dated August 18, 2005 which was recorded in the Office of the Rensselaer County Clerk in Book 3027 at Page 273, with the rights under the Easement as an appurtenance to the Property;

WHEREAS, the Grantee has developed a certain 49 unit apartment building on the Property that is used for independent apartment living for adults aged 50+ located and known as 2055 East Schodack Road, Town of Schodack, Rensselaer County, New York (SBL No. 189.-7-12.243 (the "Senior Housing Complex");

WHEREAS, pursuant to the Easement, the Grantee did thereafter develop, construct, install and maintain certain water wells, pumps and water lines on a portion of the Parkland Property that is the source of the water being consumed by the residents at the Senior Housing Complex;

WHEREAS, in connection with the Senior Housing Complex, the lender to the Grantee being CPC Mortgage Company LLC and The Federal Home Loan Mortgage Corporation aka "Freddie Mac" (the "Lender"), has requested that the Easement be modified to provide assurances that the Easement will not be terminated unless and until the Senior Housing Complex has been connected to a public water supply provided by the Town of Schodack as contemplated within the Easement;

WHEREAS, the Parties desire to amend, change and modify the Easement as set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is acknowledged, the Parties do agree to amend the terms, covenants and conditions of the Easement as follows:

1. Section 2(i) of the Easement is deleted and modified as follows:

"The Grantee's water consumption has not interfered with the Grantor's water needs at the Parkland Property since the opening of the Senior Housing Complex in 2006 so that it is acknowledged and agreed that all rights and easements granted to Grantee under this Easement will continue in full force and effect and this Easement will terminate only upon the happening of: (i) the offer for dedication by the Grantee of the Easement and the Grantee's water wells, pipes and water lines; (ii) the acceptance thereof by the Grantor, and (iii) confirmation that the Senior Housing Complex is connected to suitable and sufficient public water and water supply facilities maintained by the Grantor."

2. Section 4 of the Easement is hereby deleted in its entirety.

3. Section 5 is modified by deleting the last sentence and replacing such provision as follows:

"No consent of the Grantor shall be required in connection with a transfer of the Property, including the rights under the Easement, by the Grantee or its Lender and their respective successors and/or assigns, provided that the Property is used as a Senior Housing Complex."

4. All other terms, covenants and conditions of the Easement, unless expressly modified by this First Amendment, shall remain unmodified and as expressly set forth in the Easement.

5. This First Amendment may be executed by facsimile transmission of counterpart pages each of which shall be deemed an original and all of which when taken together shall be deemed an original document.

[Nothing Further Contained on this Page]

IN WITNESS WHEREOF, the Parties have hereunto executed and delivered this First Amendment as of the day and year written above.

TOWN OF SCHODACK

By: _____
Name: David Harris
Title: Supervisor

SCHODACK SENIOR HOUSING LLC

By: _____
Name: James D. Finning
Title: Manager

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

On the ___ day of April, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared DAVID HARRIS, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of April, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared JAMES D. FINNING, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

All that certain plot, piece or parcel of land, lying and being situate in the Town of Schodack, County of Rensselaer and State of New York, being more particularly bounded and described as follows:

Beginning at a point in the northerly road boundary of New York State Route 150 at its intersection with the common division line between lands now or formerly of Palmer Road Development Corp. (Bk. 1611, Pg. 345) on the north and lands now or formerly of Albany Land Development Corp. (Bk. 1611, Pg. 332) on the south; thence along the common division line the following three (3) courses and distances;

1. South 89°-09'-34" West, 139.16 feet to a point; thence
2. North 31°-16'-49" West, 70.03 feet to a point; thence
3. South 87°-32'-45" West, 334.82 feet to point; thence

the following six (6) courses and distances through the aforementioned lands of Palmer Road Development Corp.;

1. North 02°-18'-34" West, 224.56 feet to a point; thence
2. North 89°-28'-06" East, 177.05 feet to a point; thence
3. North 79°-04'-17" East, 219.45 feet to a point; thence
4. North 21°-48'-58" West, 219.10 feet to a point; thence
5. North 15°-12'-37" West, 274.04 feet to a point; thence
6. North 86°-52'-07" East, 722.52 feet to a point in the common division line between lands now or formerly of the aforementioned Palmer Road Development Corp. on the west and lands now or formerly of HUDMO, Inc. (R. 120, F. 047) on the east; thence South 08° -33' -43" East, 452.53 feet to a point in the northerly road boundary of New York State Route 150; thence along the aforesaid road boundary the following four (4) courses and distances;

1. South 59°-49' -46" West, 160.27 feet to a point; thence
2. South 57°-00'-00" West, 118.00 feet to a point; thence
3. South 51°-25'-10" West, 188.71 feet to a point; thence
4. South 48°-48'-37" West, 164.64 feet to the point or place of beginning.

Said parcel containing 12.036 acres more or less .