

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT is granted this ____ day of August, 2023 by and between BRIAN MATHIS and MORIAH MATHIS, residing at 14 Hudson Street, South Glens Falls, New York 12803 (hereinafter "Grantors"), and BUYERS, 43 Main Street, South Glens Falls, New York 12803 (hereinafter "Grantees").

WITNESSETH:

WHEREAS, the Grantors are the owners of certain lands know as 14 Hudson Avenue, South Glens Falls, New York 12803, with Tax ID #37.45-2-13. Being the same premises conveyed by James Atherton-Ely to Brian and Moriah Mathis, dated November 22, 2022 and recorded March 15, 2022 in the Saratoga County Clerk's Office as Instrument #2022009591.

NOW, THEREFORE, in consideration of ONE (\$1.00) DOLLAR lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, it is agreed as follows:

1. The said parking lot easement is located on the westerly side of the Lot that runs parallel to Race Avenue in the Village of South Glens Falls, New York. A copy of the tax map is attached hereto as Exhibit "A" and made a part hereof to show the parcel and location of the nearby street and avenues.
2. Grantee is about the purchase 43 Main Street, South Glens Falls, New York from Grantor. Grantor hereby grants to the Grantee to use that portion of the property that has a preexisting paved area located on the others parties' parcel as it appears on the tax map for the purpose of parking and for deliveries and pickups as set forth herein.
3. The parties or their successors in interest, agree that the Grantee shall solely bear the cost of maintenance and repair of that portion of said paved parking area used solely by the Grantees. Said maintenance and repair shall include, but not limited to, resurfacing as may be required to provide parking for the Grantee, snow removal and any items required to maintain a free and uninhibited access by the Grantee.
4. The Grantee agrees to all maintenance costs including, but not limited to, such items as snowplowing, salting, sanding, the cost of any necessary repairs or replacements thereto, and repair and maintenance of any underground utilities, if any and to the extent which same may benefit the Grantee hereto, which are not the responsibility of the utility or other entity shall be borne by the Grantee.
5. Grantee agrees that any capital improvement to the parking lot, which are elective in nature and not deemed necessary maintenance, specifically including blacktop paving as elective, may be made by Grantee and Grantee would be liable for the entire cost of such elective capital improvements.

6. Parties hereby covenant to each other and their respective successors and assigns that the said parking lot shall remain open and usable, not be blocked, permanently or temporarily, by vehicles, structures or other impediments of any kind so as to make use of the parking lot impossible or impractical by any party.
7. The Grantee agrees to hold the Grantor harmless from any and all injury or damage sustained by themselves or others arising from their entry and usage of the parking lot provided such injury or damage is not caused as a result of the negligence of the Grantor.
8. Unless otherwise specifically modified in writing, this Agreement shall run with the land associated with this parcel.
9. This Agreement shall be governed by the laws of the State of New York and shall be binding upon the heirs and assigns of the parties to this Agreement.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand and seal the day and year first above written.

BRIAN MATHIS

MORIAH MATHIS

BUYER OF 43 MAIN STREET

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

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared BRIAN and MORIAH MATHIS, known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared BUYER OF 43 MAIN STREET, known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

R&R:

14 Hudson Ave

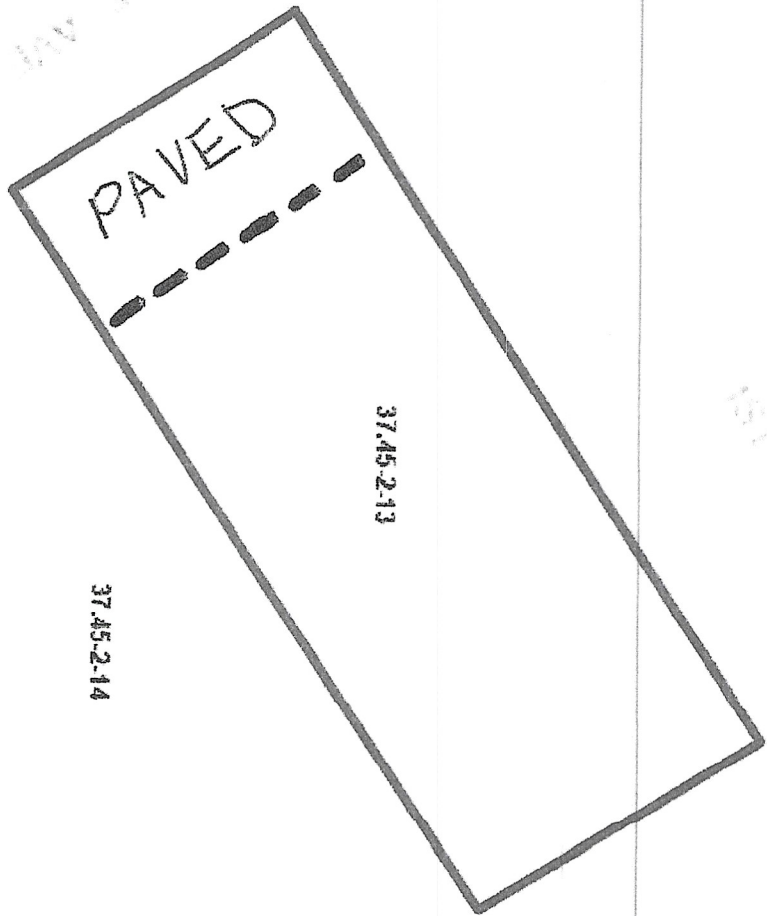
37.45-2-12

187-51

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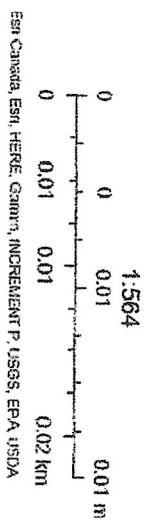
37.45-2-14

37.45-2-33



August 22, 2023

Counties Villages 2023 Labels
TOWNS 2023





Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social security number.

Location and description of property conveyed

Table with columns: Tax map designation - Section, block & lot; SWIS code; Street address; City, town, or village; County.

Type of property conveyed (check applicable box)

- One- to three-family house; Residential cooperative; Residential condominium; Vacant land; Commercial/Industrial; Apartment building; Office building; Other

Date of conveyance field with month, day, and year sub-fields.

Percentage of real property conveyed which is residential real property % (see instructions)

Condition of conveyance (check all that apply)

- Conveyance of fee interest; Acquisition of a controlling interest; Transfer of a controlling interest; Conveyance to cooperative housing corporation; Conveyance pursuant to or in lieu of foreclosure; Conveyance which consists of a mere change of identity or form of ownership; Conveyance for which credit for tax previously paid will be claimed; Conveyance of cooperative apartment(s); Syndication; Conveyance of air rights or development rights; Contract assignment; Option assignment or surrender; Leasehold assignment or surrender; Leasehold grant; Conveyance of an easement; Conveyance for which exemption from transfer tax claimed; Conveyance of property partly within and partly outside the state; Conveyance pursuant to divorce or separation; Other

For recording officer's use

Form with fields for Amount received, Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)
- b. Conveyance is to secure a debt or other obligation.....
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance.....
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts
- e. Conveyance is given in connection with a tax sale.....
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F.....
- g. Conveyance consists of deed of partition.....
- h. Conveyance is given pursuant to the federal Bankruptcy Act
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment.....
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim)

The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
(we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, BETT Return Processing, P.O. Box 5212, Albany, NY 12212.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name Brian Mathis	Date
Signature	Print full name Moriah Mathis	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date