

AGREEMENT

THIS AGREEMENT is made on May , 2014, by and between THE CITY OF SARATOGA SPRINGS, NEW YORK (hereinafter referred to as "City), with offices at City Hall, Saratoga Springs, NY 12866 and JONATHAN M. HAYNES, an individual, residing at 152 Grand Avenue, Saratoga Springs, NY 12866 (hereinafter referred to as "Property Owner").

WHEREAS, Property Owner is the owner of record of a certain parcel of land, together with improvements thereon, located at and commonly known as 152 Grand Avenue in the City of Saratoga Springs, County of Saratoga and State of New York, being the same premises shown as parcel 165.66-3-12 on the Tax Map of the Inside Tax District of the City of Saratoga Springs, and being more particularly described in a deed recorded in the Saratoga County Clerk's Office in Book 2008 of Deeds at Page 18104; and

WHEREAS, a certain survey of the above referenced premises has been made by Gilbert VanGuilder, PLLC, Professional Land Surveyor, License No. 49624, dated April 6, 2011, a copy of which is annexed hereto, and

WHEREAS, said survey shows that the roof of an existing building on said property overhangs Western Alley, an improved street owned by the city, a distance of approximately 8 inches, more or less, and

WHEREAS, said survey also shows that the front porch of that same existing building projects and encroaches into Grand Avenue, an improved street owned by the City, a distance of approximately 6 feet 3 inches, more or less,

NOW, in consideration of the mutual promises of the parties hereto and the payment by Property Owner to the City of One Dollar (\$1.00) lawful money of the United States, it is hereby agreed as follows:

1. The City shall allow the said overhanging portion of the roof and the said encroaching front porch to exist undisturbed in their present location for as long as the said building remains standing.
2. If the overhanging portion of the roof or the front porch shall ever be destroyed or demolished and then rebuilt, such rebuilding shall occur only within the boundaries allowed by this agreement and shown on the attached survey.
3. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, executors, and administrators forever.

STATE OF NEW YORK)
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COUNTY OF SARATOGA)

On this day of May, 2014, before me, the undersigned, personally appeared JONATHAN M. HAYNES, 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.