

Record and return to:
PathStone Corporation
400 East Avenue
Rochester, NY 14607
Attn: Leslie W. Kernan, Jr., Esq.

PERMANENT ACCESS EASEMENT AGREEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2025 (the “**Effective Date**”) by and between **ARCN LAND DEVELOPMENT, LLC**, a New York limited liability corporation having a mailing address at 1601 Gibson Road, Utica, New York 13501 (“**ARCN**”) and **DEERFIELD HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation having an office at 400 East Avenue, Rochester, New York 14607 (the “**HDFC**”), and **DEERFIELD DEVELOPMENT LLC**, a New York limited liability company having an office at 400 East Avenue, Rochester, New York 14607 (the “**LLC**”) (the HDFC and the LLC being hereinafter referred to collectively as “**Deerfield Apartments**”). ARCN and Deerfield Apartments are sometimes collectively referred to herein as the “**Parties**” and each individually as a “**Party**”.

WITNESSETH:

WHEREAS, ARCN has conveyed to the HDFC an ownership interest in a portion of a certain parcel of real property described on **EXHIBIT A** attached hereto (the “**Deerfield Apartments Property**”) commonly known as 0 Horatio Street in the County of Oneida, and the State of New York (the “**ARCN Property**”); and

WHEREAS, the LLC is the equitable and beneficial holder of the ownership interest pursuant to a Declaration of Interest and Nominee Agreement dated as of _____, 2025; and

WHEREAS, ARCN has retained ownership of a portion the ARCN Property; and

WHEREAS, ARCN and Deerfield Apartments desire to establish access rights over portions of the ARCN Property to permit Deerfield Apartments access to the Deerfield Apartments Property in accordance to the terms set forth herein.

NOW, THEREFORE, in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)** and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **GRANT OF EASEMENT.** ARCN hereby grants to Deerfield Apartments a permanent, non-exclusive easement in, upon, over, across, along and through portions of the ARCN Property depicted on **EXHIBIT B** attached hereto (collectively, the “**Easement Area**”) for purposes of vehicular and pedestrian access, ingress and egress over such Easement Area to the Deerfield Apartments Property, by Deerfield Apartments and its agents, licensees, tenants, guests and employees.

2. **COMPLIANCE.** Deerfield Apartments shall comply at all times with any laws, rules, regulations, orders, directives, codes and requirements of any kind imposed by any federal, state or local government or any agency or instrumentality of any such government which are applicable to the ARCN Property.

3. **MAINTENANCE; RESTORATION.**

(a) ARCEN shall be responsible, at all times and at its sole cost and expense, for snow removal of the Easement Area, exclusive of any sidewalks in the Easement Area. Deerfield Apartments shall be responsible for the removal of snow from any sidewalks in the Easement Area.

(b) (i) Except as provided in paragraph 3(a) above, ARCEN shall be responsible for the cost of the maintenance and repair of the Easement Area. ARCEN shall be responsible for causing such maintenance or repairs to be performed.

(ii) If ARCEN fails to perform any necessary maintenance or repairs within 30 days of receiving written notice from Deerfield Apartments or _____ Deerfield Apartments, LLC, the investor member of the LLC (the “Investor Member”), Deerfield Apartments and/or the Investor Member may take such reasonable steps as may be necessary to maintain and/or repair the Easement Area.

(c) Notwithstanding the foregoing, Deerfield Apartments shall, at its sole cost and expense and in each instance following the exercise of its rights herein granted, repair any damage to the ARCEN Property caused by or arising out of its exercise of the rights granted under this Agreement and restore the Easement Area and the ARCEN Property to as nearly as reasonably possible to the condition existing on the date of this Agreement.

(d) Deerfield Apartments and ARCEN shall each maintain liability insurance coverage with respect to the Easement Area.

4. **AVOIDANCE OF INTERFERENCE.** Deerfield Apartments shall use its commercially reasonable efforts to avoid interference with the operations of ARCEN in the Easement Area.

5. **ARCEN’S REPRESENTATION.** ARCEN represents and warrants that there are no mortgages affecting the Easement Area and that except for any easements or other encumbrances of record, the Easement Area is free from all liens and other encumbrances.

6. **COVENANT RUNNING WITH THE LAND.** This Agreement shall be deemed to be a covenant running with the land (including expressly the Deerfield Apartments Property and the ARCEN Property) and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. **COUNTERPARTS; AUTHORITY.** This Agreement may be executed in counterparts, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Each Party represents and warrants to the other that the signatory executing this Agreement on behalf of such Party has the full power and authority to bind the Party for which he or she signs.

8. **NOTICES.** All notices, demands, requests, consents or approvals (collectively, “Notice”) which may or are required to be given by either Party to the other shall be in writing and shall be deemed given if by personal delivery upon the Party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the third business day following such mailing, if delivered by a national courier service on the next business day following such mailing, any such Notice mailed or delivered to the following:

If to Deerfield Apartments:

Deerfield Apartments LLC
c/o PathStone Development Corporation
400 East Avenue
Rochester, New York 14607
Attention: Jason Sackett

with a copy to:

PathStone Corporation
400 East Avenue
Rochester, New York 14607
Attention: Leslie W. Kernan, Jr. Esq.

and:

Deerfield Apartments, LLC
Yet to be Determined Investor Member
Yet to be Determined Investor Member
Attention: General Counsel

and:

SLP, LLC
Yet to be Determined Investor Member
Yet to be Determined Investor Member

If to ARCN:

Gates Presbyterian Church
1049 Wegman Road
Gates, New York 14624
Attention: _____

with a copy to:

Edward C. Daniel III, Esq.
Refermat & Daniel, PLLC
919 Winton Road South, Suite 314
Rochester, New York 14618

The Parties may designate by written notice to the other a different person or entity to receive notices hereunder and/or a different address or addresses.

9. **PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **ENTIRE AGREEMENT; RELIANCE; AMENDMENT; GOVERNING LAW.** This Agreement, together with any exhibits attached hereto, constitute the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing

executed and delivered in the same manner as required by this document. Any such amendment shall be subject to the prior written consent of the Investor Member, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Deerfield Apartments and ARCN have caused this Agreement to be executed by their respectively duly authorized representatives as of the Effective Date.

[Signature and acknowledgement pages follow.]

**DEERFIELD HOUSING DEVELOPMENT FUND
CORPORATION**

By: _____
JASON SACKETT, PRESIDENT

DEERFIELD DEVELOPMENT LLC

BY: DEERFIELD MM LLC, ITS MANAGING MEMBER

**BY: PATHSTONE HOUSING ACTION CORPORATION,
ITS SOLE MEMBER**

By: _____
JASON SACKETT, PRESIDENT

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

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **JASON SACKETT**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ARCN LAND DEVELOPMENT, LLC

By: _____

NAME: **DAVID CHRISTA**

TITLE: **MANAGER**

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

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID CHRISTA**, 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

EXHIBIT A

LEGAL DESCRIPTION OF DEERFIELD APARTMENTS PROPERTY

[SEE EXHIBIT B]

DRAWING DEPICTING THE EASEMENT AREA

