



TOWN OF MALTA

Building & Planning Department
2540 US Route 9
Malta, NY 12020

Saratoga County

(518) 899-2685

NOTICE OF DECISION

The Town of Malta Planning Board rendered the following decision(s) for project(s): #25-02 Fidens, 100 Saratoga Village Blvd, Minor Subdivision, at its regular meeting held on February 25, 2025:

Resolution #2025 – 02 SEQRA

MOTION by John Viola **SECONDED** by Stephen Grandeau to resolve that the Malta Planning Board on the 25th day of February, 2025 determines that Project #25-02 Fiden's, 100 Saratoga Village Blvd, Minor Subdivision, is consistent with the Supplemental Town Wide GEIS and Statement of Findings and therefore no further SEQRA review is required.

VOTE:

Steven Grandeau – YES; Frank Mazza – YES; Dwight Havens – YES;
Murray Eitzmann – YES; Kyle Kordich – YES; John Viola – YES; Jean Loewenstein – YES;

Motion CARRIED 7-0.

Resolution #2025 – 03

MOTION by Frank Mazza **SECONDED** by Stephen Grandeau to resolve that the Malta Planning Board on the 25th day of February, 2025 approves Project #25-02, Fiden's, 100 Saratoga Village Blvd, Minor Subdivision with the following conditions:

1. The Applicant shall add location of the future Proposed Downtown Local (primary street) to the subdivision plat.
2. The Applicant shall add map notes and easement locations for parking and all utility providers, including but not limited to the Town of Malta Water District No. 1, Saratoga County Sewer District, and gas and electric providers.
3. The Applicant shall add map notes referencing reciprocal easements for access and parking benefitting Lot 1, Lot 2, and the hotel lease parcels.
4. The Applicant shall provide reciprocal parking easement agreement language for review by the Planning Board Attorney.

VOTE:

Steven Grandeau – YES; Frank Mazza – YES; Dwight Havens – YES;
Murray Eitzmann – YES; Kyle Kordich – YES; John Viola – YES; Jean Loewenstein – YES;

Motion CARRIED 7-0.



SARATOGA COUNTY – STATE OF NEW YORK
 SARATOGA COUNTY CLERK
 CRAIG A. HAYNER
 40 MCMASTER STREET, BALLSTON SPA, NY 12020

RECEIVED

APR - 2 2026

Town of Malta

Planning Department

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2025004762
 Receipt#: 2025212568226
 Clerk: GW
 Rec Date: 02/21/2025 11:37:40 AM
 Doc Grp: D
 Descrip: REGULAR EASEMENT
 Num Pgs: 6
 Party1: LAKEVIEW OUTLETS INC
 Party2: LAKEVIEW OUTLETS INC
 Town: MALTA

Recording:	
Pages	25.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Names	1.50
Markoffs	0.50
TP 584	5.00
Sub Total:	77.00
Transfer Tax	
Transfer Tax	0.00
Sub Total:	0.00
Total:	77.00
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 3952	
Transfer Tax	
Total:	0.00

This page constitutes the Clerk's endorsement, required by section 316-a (5) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Saratoga County Clerk

Record and Return To:

PAUL J GOLDMAN ESQ
 GOLDMAN ATTORNEYS PLLC
 255 WASHINGTON AVENUE EXTENSION SUITE 108
 ALBANY NY 12205

2025004762

02/21/2025 11:37:40 AM
6 Pages RECORDED
REGULAR EASEMENT
Saratoga County Clerk

RECORD AND RETURN TO:
Paul J. Goldman, Esq.
Goldman Attorneys PLLC
255 Washington Avenue Extension
Suite 108
Albany, New York 12205

**FIRST AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
FOR
MALTA COMMONS
ROUTE 67 AND INTERSTATE 87,
TOWN OF MALTA,
COUNTY OF SARATOGA, STATE OF NEW YORK**

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS FOR MALTA COMMONS ROUTE 67 AND INTERSTATE 87, TOWN OF MALTA, COUNTY OF SARATOGA, STATE OF NEW YORK AND AGREEMENTS ("First Amendment") made and effective as of October 15, 2021 (the "Effective Date") by and between LAKEVIEW OUTLETS INC., a New York business corporation having an address for the transaction of business at 800 Route 146, Suite 240, Clifton Park, New York 12065 ("Lakeview"), MALTA HOTEL GROUP, LLC, a New York limited liability company having an address for the transaction at c/o Veeder Hospitality Services, LLC, 1023 Route 9, Clifton Park, New York 12065 ("MHG"), LAKEVIEW PB RESTAURANT LLC, a New York limited liability company having an address for the transaction of business at 800 Route 146, Suite 240, Clifton Park, New York 12065 ("PB") and MALTA COMMONS HOTEL LLC, a New York limited liability company having an address for the transaction of business at 800 Route 146, Suite 240, Clifton Park, New York 12065 ("MCH") (collectively, Lakeview, MHG, PB and MCH are hereinafter called the "Declarant").

WHEREAS, Lakeview is the owner in fee of certain real property in the Town of Malta, County of Saratoga, State of New York located at **100 Saratoga Boulevard (SBL No. 229.-3-41.1)** (the "Lakeview Parcel"); and

WHEREAS, Lakeview is the owner in fee of certain real property in the Town of Malta, County of Saratoga, State of New York located at **101 Saratoga Boulevard Rear (SBL No. 229.-3-34.212)** (the "MHG Parcel"), which MHG Parcel is subject to the certain Ground Lease dated June 1, 2002 in favor of MHG, as lessee which leasehold is further evidenced by the certain Memorandum of Lease dated March 4, 2003 and recorded March 7, 2003 in the Saratoga County Clerk's Office in Liber 1639 at Page 554 ("MHG Lease");

WHEREAS, Lakeview is the owner in fee of certain real property in the Town of Malta, County of Saratoga, State of New York located at **109 Saratoga Boulevard (SBL No. 229.-3-41.2)** (the "PB Parcel"), which PB Parcel is subject to the certain leasehold that is evidenced by the certain Memorandum of Ground Lease dated January 1, 2016 and recorded March 1, 2016 in the Saratoga County Clerk's Office as Instrument No. 2016006370 ("PB Lease"); and

WHEREAS, Lakeview is the owner in fee of certain real property in the Town of Malta, County of Saratoga, State of New York located at **103 Saratoga Boulevard (SBL No. 229.-3-41.3** (the "MCH Parcel"), which MCH Parcel is subject to the certain Ground Lease effective as of January 1, 2016 in favor of MCH, as lessee, which leasehold is further evidenced by the certain Memorandum of Ground Lease effective as of January 1, 2016, and recorded March 1, 2016 in the Saratoga County Clerk's Office as Instrument No. 2016006372 ("MCH Lease"); and

WHEREAS, in connection with the MHG Lease, Lakeview executed, delivered and recorded a certain Declaration of Reciprocal Easements for Malta Commons executed and delivered by Lakeview and dated as of June 6, 2002 which declaration was recorded March 13, 2003 in the Saratoga County Clerk's Office in Liber 1640 at Page 114 (the "Declaration"); and ✓

WHEREAS, in connection with the MHG Lease and the MCH Lease, the boundaries of the MHG Parcel and the MCH Parcel, respectively, were adjusted as set forth in the certain Minor Subdivision Map entitled "3 Lot Subdivision – Malta Commons" prepared by Environmental Design Partnership, LLP dated August 17, 2021 and filed October 15, 2021 in the Saratoga County Clerk's Office as Map No. M2021202 (the "Subdivision Map") which reflects the adjusted boundaries of both the MHG Parcel and MCH Parcel as set forth on the Subdivision Map; and

WHEREAS, the Declaration is being modified pursuant to this First Amendment to expressly grant and confirm the reciprocal parking easement over a portion of the Lakeview Parcel for the benefit of the MHG Parcel and the MCH Parcel that is more particularly shown on the Subdivision Map as delineated and labeled "Proposed Reciprocal Parking Easement for the Benefit of the Hotel Parcels (SBL No. 229.00-3-34.212 & 229.00-3-41.3) (the "Hotel Reciprocal Parking Easement Area"); and

WHEREAS, the Lakeview Parcel, the MHG Parcel, the PB Parcel and the MCH Parcel are hereinafter collectively called the "Parcels") are all subject to the Declaration and they jointly desire to execute, deliver and record this First Amendment to confirm the grant of the Hotel Reciprocal Parking Easement Area over a portion of the Lakeview Parcel shown on the Subdivision Map for the benefit of the MHG Parcel and the MCH Parcel; and

WHEREAS, each Declarant expressly covenants and agrees to the amendments and modifications to the Declaration as expressly set forth herein in this First Amendment.

NOW THEREFORE, each Declarant agree as follows:

1. Any capitalized term set forth herein but not specifically defined shall have the meaning set forth in the Declaration.

2. Section §1(A)(iii)(D) is added to the Declaration as follows:

"(D). Lakeview hereby by grants to MHG and MCH as the respective owners of the MHG Parcel and the MCH Parcel and their respective successors and/or assigns, a reciprocal parking easement over a portion of the Lakeview Parcel shown on the Subdivision Map for the benefit of the MHG Parcel and the MCH Parcel as more particularly shown on the Subdivision Map as

delineated and labeled "Proposed Reciprocal Parking Easement for the Benefit of the Hotel Parcels (SBL No.: 229.00-3-34.212 & 229.00-3-41.3) (the "Hotel Reciprocal Parking Easement Area"). The owners of the MHG and MCH shall be equally responsible for the maintenance and snow removal of Hotel Reciprocal Easement Area.

3. Section §1(A)(iii)(E) is added to the Declaration as follows:

"(E). Any encroachments of a building, structure, utility conduit or other improvements existing as of the Effective Date upon either a lease line and/or a tax parcel line may remain in place, and there shall be no forced removal of such building, structure, utility conduit or other improvements. Each owner of a real property that is subject to this Declaration covenants and agrees that it shall not seek to remove any such building, structure, utility conduit or improvement that encroaches on a lot line or lease line. Notwithstanding anything herein to the contrary, upon the demolition of any encroaching building, structure, utility conduit or improvement any replacement structure shall not be reestablished as an encroachment over the applicable parcel line and/or lease line."

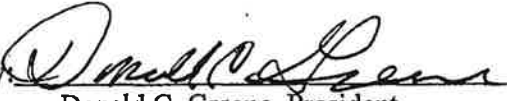
4. Except as specifically set forth herein, all terms and conditions of the Declaration shall remain unchanged and in full force and effect.

[Nothing Further Contained on this Page]

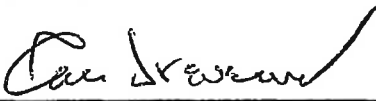
IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the day and year first above written.

DECLARANT:


LAKEVIEW OUTLETS INC.

By: 
Donald C. Greene, President


MALTA HOTEL GROUP LLC

By: 
Alan Stevenson, Member and
Authorized Representative

MALTA COMMONS HOTEL LLC

By: 
Donald C. Greene, Member and
Authorized Representative

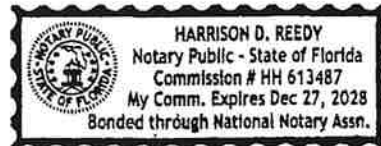
LAKEVIEW PB RESTAURANT LLC

By: 
Donald C. Greene, Member and
Authorized Representative

STATE OF FLORIDA)
) ss.:
COUNTY OF BROWARD)

On the 10th day of January, 2025, before me, the undersigned, personally appeared DONALD C. GREENE, 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 he 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.

Harrison D. Reedy
NOTARY PUBLIC



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

On the 12th day of ~~January~~ ^{February}, 2025, before me, the undersigned, personally appeared ALAN STEVENSON, 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 he 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.

Diane M. Staples
NOTARY PUBLIC

DIANE M. STAPLES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ST6142569
Qualified in Saratoga County
My Commission Expires 03-20-2026