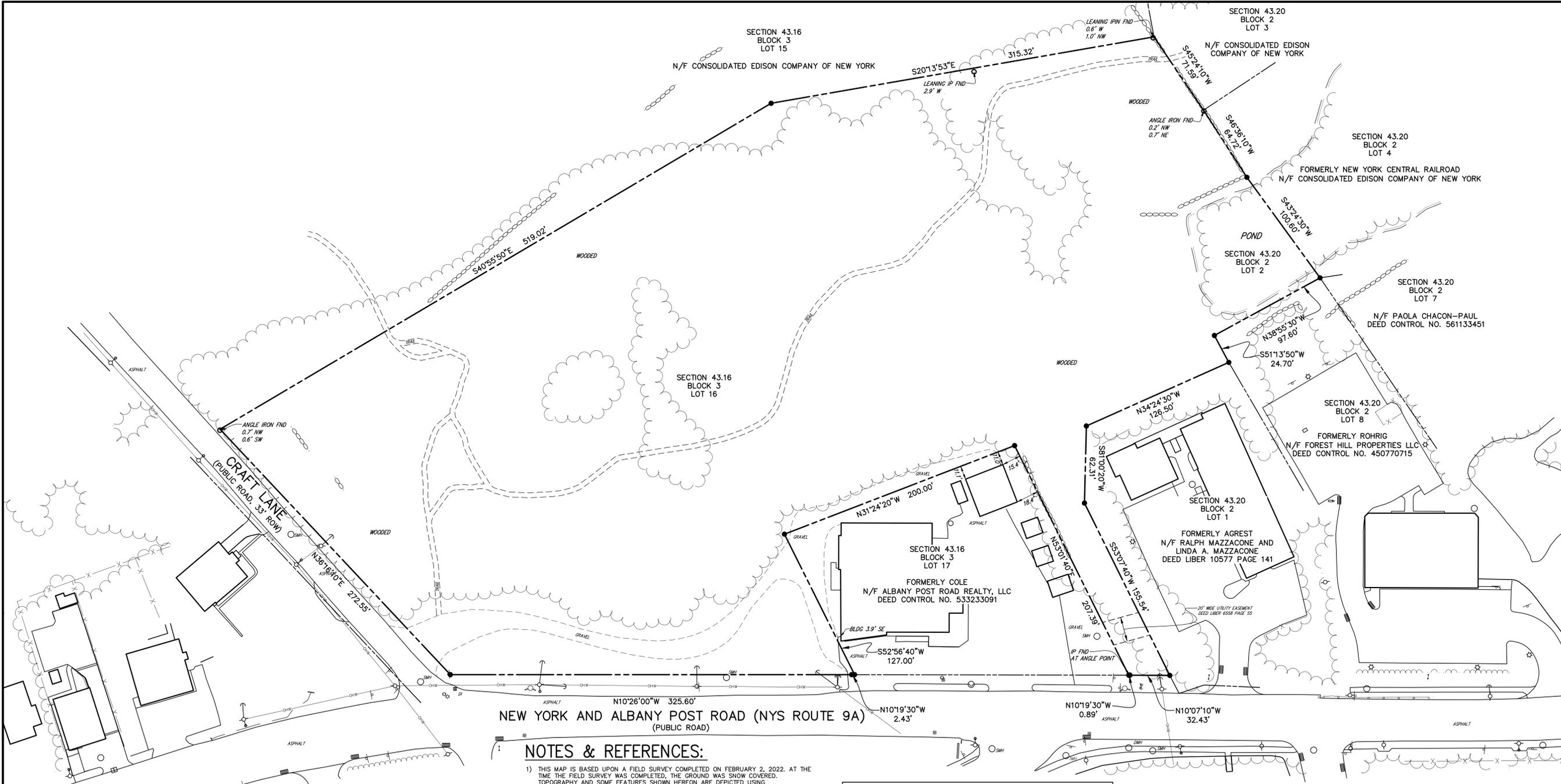


**Appendix A**  
**Property Survey and Title**

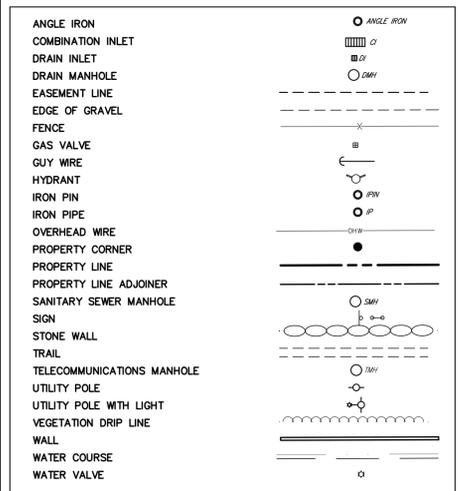
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**NOTES & REFERENCES:**

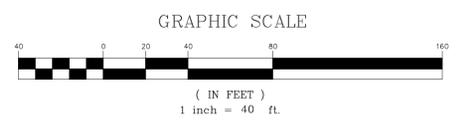
- 1) THIS MAP IS BASED UPON A FIELD SURVEY COMPLETED ON FEBRUARY 2, 2022. AT THE TIME THE FIELD SURVEY WAS COMPLETED, THE GROUND WAS SNOW COVERED. TOPOGRAPHY AND SOME FEATURES SHOWN HEREON ARE DEPICTED USING PHOTOGRAMMETRIC METHODS SUPPLEMENTED WITH GROUND MEASUREMENTS. TOPOGRAPHY AND MAPPING WERE PROCESSED AND COMPILED BY GOLDEN AERIAL SURVEYS, INC. PHOTOGRAPHY FOR PHOTOGRAMMETRIC MAPPING WAS TAKEN IN APRIL 2017.
- 2) SOURCE OF TITLE: A DEED FROM AUGUSTE KARAGOZIAN, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF EDWARD KARAGOZIAN TO GUSTI REALTY LLC DATED MARCH 6, 2007 AND RECORDED IN THE WESTCHESTER COUNTY CLERK'S OFFICE ON MARCH 30, 2007 IN DEED CONTROL NO. 470810736 AND A DEED FROM ADRIENNE MINASSIAN, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF HARRY KARAGOZIAN TO GUSTI REALTY LLC DATED DECEMBER 3, 2019 AND RECORDED IN THE WESTCHESTER COUNTY CLERK'S OFFICE ON JANUARY 23, 2020 IN DEED CONTROL NO. 593303311.
- 3) BEARINGS ARE IN KEEPING WITH A DEED FROM AUGUSTE KARAGOZIAN, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF EDWARD KARAGOZIAN TO GUSTI REALTY LLC DATED MARCH 6, 2007 AND RECORDED IN THE WESTCHESTER COUNTY CLERK'S OFFICE ON MARCH 30, 2007 IN DEED CONTROL NO. 470810736.
- 4) THE FOLLOWING COVENANTS, CONDITIONS AND EASEMENTS ARE CONTAINED IN THE TITLE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, TITLE NO. MTANY-171367 WITH AN EFFECTIVE DATE OF OCTOBER 24, 2021:  
EXCEPTION 3) UTILITY EASEMENT AS DESCRIBED IN DEED LIBER 6558 PAGE 55 (PLOTTED).
- 5) THE FOLLOWING MAP WAS USED AS REFERENCES IN THE PREPARATION OF THIS SURVEY:  
A) A MAP TITLED "MAP OF PROPERTY BELONGING TO J. C. CRAFT, ESQ. TOWN OF CORTLANDT, WESTCHESTER COUNTY, BUCHANAN, NEW YORK" LAST DATED JUNE 22, 1925 AND FILED ON SEPTEMBER 25, 1925 IN THE WESTCHESTER COUNTY CLERK'S OFFICE AS MAP NO. 2893.
- 6) THE PREMISES SURVEYED IS DESIGNATED ON THE VILLAGE OF BUCHANAN TAX MAPS AS SECTION 43.16 BLOCK 3 LOT 16 AND 16A AND SECTION 43.20 BLOCK 2 LOT 2. TOTAL AREA IS 5.96113± ACRES OR 259,867± SQUARE FEET.
- 7) SUBSURFACE UTILITIES ARE NOT SHOWN. THE LOCATION OR COMPLETENESS OF UNDERGROUND INFORMATION CANNOT BE GUARANTEED. VERIFY ACTUAL LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION OR CONSTRUCTION.
- 8) UNAUTHORIZED ALTERATION OR ADDITION TO A MAP BEARING THE SEAL OF A PROFESSIONAL ENGINEER OR A LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW STATE EDUCATION LAW, EXCEPT AS PER SECTION 7209, SUB-DIVISION 2.
- 9) ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES. UNAUTHORIZED REPRODUCTION OF THIS MAP IS A VIOLATION APPLICABLE LAWS.

**SURVEY OF PROPERTY LEGEND**



**ABBREVIATIONS**

ASP	ASPHALT
BLDG	BUILDING
CIP	CAST IRON PIPE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
(D)	DEED
E	EAST
FNC	CHAIN LINK FENCE
FND	FOUND
N	NORTH
O.L	ON LINE
PVC	POLYVINYL CHLORIDE
(R)	RECORD
RCP	REINFORCED CONCRETE PIPE
RMS	REMAINS
S	SOUTH
(S)	SURVEY
W	WEST



No.	Revision	Date	By

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

THOMAS M. SCHMIDT NY LIC. NO. 50221

DATE

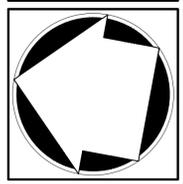
**AMS ACQUISITIONS**  
488 MADISON AVENUE, SUITE 1901  
NEW YORK, NY 10022

JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC  
JMC Site Development Consultants, LLC  
John Meyer Consulting, Inc.  
120 BEDFORD ROAD - ARMONK, NY 10504  
voice 914.273.5225 - fax 914.273.2102  
www.jmcplic.com



**SURVEY OF PROPERTY**

**CRAFT LANE AND ALBANY POST ROAD**  
VILLAGE OF BUCHANAN, TOWN OF CORTLANDT  
WESTCHESTER COUNTY, STATE OF NEW YORK



Drawn: TS Approved: TS  
Scale: 1" = 40'  
Date: 02/15/2022  
Project No: 21130  
Drawing No: 21130-SU-1.dwg SU-1.tbl  
**SU-1**

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Previous Editions Obsolete

**ALTA Commitment for Title Insurance**

MTANY-171367



Issued By Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

**THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

Issued through the Office of

**Madison Title Agency, LLC  
1125 Ocean Avenue  
Lakewood, NJ 08701**

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111*

By

President

Attest

Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association or the Title Insurance Rate Service Association, Inc., issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



Tel. 877.4.MADISON  
Fax. 732.905.9420  
1125 Ocean Avenue  
Lakewood, NJ 08701  
Email. info@madisontitle.com  
www.madisontitle.com

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December 1, 2021

Anne (Miriam) Blumenfrucht, Esq.  
Partner, Bar Law Group LLP  
311 Blvd of the Americas, Ste 101  
Lakewood, NJ  
Email: anne@barllp.com

**Reference: MTANY-171367**  
**Albany Post Road, Albany Post Road**  
**Cortlandt, NY 10511**  
**TBD**

Dear Ms. Blumenfrucht:

Enclosed please find your Commitment for the above referenced property.

If you have any questions or need any assistance regarding this report, please don't hesitate to contact Yehudis Zarum at YZarum@madisontitle.com or (732) 333-2455. Again, thank you for giving us this opportunity to be of service; I look forward to working with you.

Very truly yours,

James Lee, Esq.  
Madison Title Agency, LLC

Please note: The municipal searches reported herein are furnished FOR INFORMATION ONLY. They will not be insured and the Company assumes no liability for the accuracy thereof. They will NOT BE CONTINUED to the date of closing.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY.**

**THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.**

**YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY**

Old Republic National Title Insurance Company

Title No.: MTANY-171367

SCHEDULE A

Proposed Insured:

Effective Date: October 24, 2021

Purchaser TBD

Mortgagee TBD

Amount of Insurance:

Fee TBD

Mortgage TBD

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

Gusti Realty LLC by the following:

by deed from Auguste Karagozian, as Executrix of the Last Will and Testament of Edward Karagozian, deceased, as to a one-third interest, dated March 6, 2007 and recorded March 30, 2007 in the Westchester County Register's/Clerk's Office in Control # 470810736.

AND by deed from Adrienne Minassian, as Executrix of the last will and testament of Harry Karagozian, deceased, and as Executrix of the last will and testament of John Karagozian, deceased, Adrienne Minassian and Serge S. Minassian, as co-trustees of The John Karagozian Revocable Trust, dated July 29, 2015, and Adrienne Minassian and Serge S. Minassian, as co-trustees of The Harry Karagozian Revocable Trust, dated July 29, 2015, as to two-thirds interest, dated December 3, 2019 and recorded January 23, 2020 in the Westchester County Register's/Clerk's Office in Control # 593303311.

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Premises described herein are known as:

Address: Albany Post Road, Cortlandt, NY 10511
County: Westchester
City/Town: Cortlandt
Section: 43.16 Block: 3 Lot: 16 and 16-A

Address: Albany Post Road, Cortlandt, NY 10511

Issued by:
Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

**Old Republic National Title Insurance Company**

**Title No.: MTANY-171367**

**County:** Westchester  
**City/Town:** Cortlandt  
**Section:** 43.20 **Block:** 2 **Lot:** 2

**SEE SCHEDULE A, LEGAL DESCRIPTION ATTACHED.**

Issued by:  
**Madison Title Agency, LLC**  
**1125 Ocean Avenue, Lakewood, NJ 08701**  
**Telephone: 732-905-9400 Fax: 732-905-9420**

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

## SCHEDULE A CONTINUED

### LEGAL DESCRIPTION

ALL that certain piece, plot or parcel of land situate lying and being in the Village of Buchanan, Town of Cortland, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Craft Lane with the easterly side of New York and Albany Post Road;

RUNNING THENCE along the southerly side of Craft Lane, north 36 degrees 16 minutes 10 seconds east 272.55 feet to lands now or formerly Consolidated Edison Company of New York, Inc.;

THENCE along said lands, the following courses and distances:

South 40 degrees 55 minutes 50 seconds east 519.02 feet;

South 20 degrees 13 minutes 53 seconds east 315.32 feet;

South 45 degrees 24 minutes 10 seconds west 71.59 feet; and

South 46 degrees 36 minutes 10 seconds west 64.72 feet to lands now or formerly New York Central Railroad;

THENCE along said lands, south 43 degrees 24 minutes 30 seconds west 100.60 feet to lands now or formerly Rohrig;

THENCE along said lands, north 38 degrees 55 minutes 30 seconds west 97.60 feet and south 51 degrees 13 minutes 50 seconds west 24.70 feet to lands now or formerly of Agrest;

THENCE along said lands, the following courses and distances:

North 34 degrees 24 minutes 30 seconds west 126.50 feet;

South 81 degrees 00 minutes 20 seconds west 62.31 feet; and

South 53 degrees 07 minutes 40 seconds west 155.54 feet to a point on the easterly side of New York and Albany Post Road;

THENCE along the easterly side of New York and Albany Post Road, north 10 degrees 07 minutes 10 seconds west 32.43 feet and north 10 degrees 19 minutes 30 seconds west 0.89 feet to lands formerly Slater, now or formerly Cole;

THENCE along said lands, the following courses and distances:

North 53 degrees 01 minutes 40 seconds east 207.39 feet;

North 31 degrees 24 minutes 20 seconds west 200.00 feet; and

South 52 degrees 56 minutes 40 seconds west 127.00 feet to a point on the easterly side of New York and Albany Post Road;

THENCE along the easterly side of New York and Albany Post Road, north 10 degrees 19 minutes 30 seconds west 2.43 feet and north 10 degrees 26 minutes 00 seconds west 325.60 feet to the point or place of BEGINNING.

Issued by:

**Madison Title Agency, LLC**

**1125 Ocean Avenue, Lakewood, NJ 08701**

**Telephone: 732-905-9400 Fax: 732-905-9420**

NOTE: Being Section 43.16, Block(s) 3, Lot(s) 16, 16-A, Tax Map of the Town of Cortlandt, County of Westchester.

NOTE: Being Section 43.20, Block(s) 2, Lot(s) 2, Tax Map of the Town of Cortlandt, County of Westchester.

NOTE: Lot and Block shown for informational purposes only.

Issued by:  
**Madison Title Agency, LLC**  
**1125 Ocean Avenue, Lakewood, NJ 08701**  
**Telephone: 732-905-9400 Fax: 732-905-9420**

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

## CLOSING REQUIREMENTS

1. All parties attending the closing will be required to furnish a photo driver's license or other acceptable photo identification card to be copied.
2. All personal checks in excess of \$500.00 must be approved by the Company PRIOR TO CLOSING.
3. Borrower and lender must comply with the mortgage recording requirements of the New York State Department of Taxation and Finance. Every mortgage offered for recording must contain the following recital:

"The real property [is or is not, whichever applies] principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each dwelling unit having its own separate cooking facilities."

NOTE: This recital may be stated on the mortgage instrument itself or it may be included by the attachment of a separate page to the mortgage signed by the person making the statement.

4. Applicable Mortgage Recording Tax is due at closing.
5. If an Assignment of Mortgage is offered at closing for recording, then the Borrower and Lender must comply with the requirements of Section 275 of the Real Property Law:

a) The Assignment of Mortgage must contain the following language:

"This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market."

-or-

- b) There must be affixed to, and recorded as part of the Assignment of Mortgage, an affidavit executed by the mortgagor stating that the assignee is not acting as a nominee of the mortgagor or owner of the property, and that the mortgage continues to secure a bona obligation.
6. If any of the closing instruments herein are to be executed by a Power of Attorney, then the following requirements must be complied with:
  - a) The proposed Power of Attorney instrument must be submitted to this Company for Underwriting consideration prior to closing.
  - b) At closing an affidavit will be required from the attorney for the Principal to show that the Power of Attorney has not been revoked and that the Principal of the Power is alive and competent at the time of closing.
  - c) The Power of Attorney must be in recordable form and must be submitted at closing for recording simultaneously with the closing documents.
7. Tax Map block and lot numbers must appear on each instrument offered for recording.

Issued by:  
**Madison Title Agency, LLC**  
**1125 Ocean Avenue, Lakewood, NJ 08701**  
**Telephone: 732-905-9400 Fax: 732-905-9420**

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

8. Form TP-584 New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, together with payment, if any, are due upon delivery of closing deed. (The transfer tax return must be signed by BOTH seller and purchaser).
9. New York State Board of Equalization and Assessment Real Property Transfer Report (Form RP-5217) must accompany closing deed for recording. (The form must be signed by BOTH seller and purchaser).

Issued by:  
**Madison Title Agency, LLC**  
**1125 Ocean Avenue, Lakewood, NJ 08701**  
**Telephone: 732-905-9400 Fax: 732-905-9420**

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

## SCHEDULE B CONTINUED

Hereinafter set forth are the additional matters which will appear in the policy as exceptions from coverage, unless disposed of to the Company's satisfaction prior to the closing or delivery of the policy. Company reserves the right to raise additional exceptions.

1. Rights of tenants or persons in possession, if any.
2. NO OPEN MORTGAGES OF RECORD. Company will require a written statement from the record owner(s) confirming there are no unrecorded open mortgage debts against the subject premises.
3. Covenants, Conditions, Restrictions, Easements, Agreements, etc. of record:  
Utility and Construction Easements in [Liber 6558 Page 55](#).
4. Tax Search: Herein.
5. Bankruptcy Searches run against the same/similar name as Gusti Realty LLC.  
Returns: None.
6. Proof is required to show that the certified owner(s) and purchaser(s) has/have not been known by any other name(s) in the ten years last past. If one of the parties has been known by another name(s), all searches must be amended and run against such name(s) and title is subject to the returns, if any, on such amended searches. While an affidavit taken at closing is sufficient to remove this requirement, in the event there is another name or names, sufficient advance notice should be given to permit the Company to amend its searches.
7. Company requires identification for any and all parties signing on the closing documents.
8. Searches were run for judgments, liens, federal tax liens, etc. against the same/similar name as Gusti Realty LLC. The following returns were found: None.
9. The name of the purchaser must be disclosed to the company prior to closing, so that the proper searches can be made. The contract of sale should also be produced for consideration of counsel. In addition, if the purchaser/mortgagor is a corporation, limited liability company or partnership, the Certificate of Incorporation, LLC articles and agreement, or Partnership Agreement (with proof of publication, if a Limited Partnership, LLC or LLP), must be provided prior to or at closing.
10. Deed must contain a recital stating the source of title of the grantor therein.
11. Deeds and Mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
12. Tax Law \_ 663(d), effective 9/1/2003 as revised, requires that a recording officer shall not record or accept for record any deed unless accompanied by a form IT-2663 for the appropriate year in which the transaction takes place, together with the payment of the estimated tax due, if any, by check made payable to "NYS Income Tax" or if the transaction is not subject to the filing and payment requirements of \_ 663 because the seller is a resident individual, trust or estate, a TP-584 form which includes a

Issued by:

**Madison Title Agency, LLC**

**1125 Ocean Avenue, Lakewood, NJ 08701**

**Telephone: 732-905-9400 Fax: 732-905-9420**

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

completed certification by the transferor/seller that this section is inapplicable to the transfer.

13. Proof required to show all tenancies and parties in possession. All leases affecting the premises must be produced and examined in advance of closing, and determination made as to whether any instrument is required from the lessees in order to subordinate.
14. UCC Searches run in the county against Gusti Realty LLC. The following returns were found: None.
15. UCC Searches run in the New York State Department of State against Gusti Realty LLC. The following returns were found: None.
16. Effective September 1st, 2010, the collection of Sales and Use tax on the provision of information services and title products is required pursuant to section 1105 of the New York State Tax Law. Accordingly, said tax will be charged, and reflected on this company's bill, on title products and searches including but not limited to: certificates of occupancy, Department of Buildings, Fire Department, Emergency Repair, Street Reports, Highway Department, Health Department, Department of Environmental Protection, Department of Air Resources, Oil Burner, Landmark and Patriot Act (or their variations where applicable).
17. Lien for federal estate and state taxes, if any, on the estate of Harry Karagozian and John Karagozian, deceased, grantees in Liber 7525 Page 742 recorded on 12/20/1978. The Company requires satisfactory proof that no taxes are owing or that all taxes have been paid. After the Company is furnished this item, the Company may make additional requirements or exceptions.  
UNDER INVESTIGATION.
18. Company requires the following for review **prior** to closing, with regard to Gusti Realty LLC:
  1. Proof of due formation: proof of filing of the Articles of Organization with the Secretary of State; and proof of publication of the Articles of Organization (or a notice containing the substance of the articles)
  2. Articles of Organization and Operating Agreement must be produced and reviewed; additional exceptions may be raised upon review of same;
  3. Proof is required that there has been no change in the make-up or composition of the organization, and that there have been no amendments made to the Articles of Organization or Operating Agreement;
  4. Proof is required that the party or parties executing instruments on behalf of the organization have authority to act;
  5. Certificate of Good Standing is required.
19. Except the rights, public and private, together with flooding and drainage rights, if any, in and to all streams, rivers or water courses crossing, bounding or affecting the premises.
20. No title will be insured to any land lying below the present or any former high water line.
21. For information only:  
Lot 2 is not bounded by a public road however it bounds the southerly record line of Lot 16, which provides the right for access to and from Albany Post Road and Craft Lane.
22. Until a guaranteed survey is received, policy will not insure courses, distances and dimensions of subject premises or the bed of any street, road or avenue passing through same, and will except any facts such a

Issued by:

**Madison Title Agency, LLC**  
**1125 Ocean Avenue, Lakewood, NJ 08701**  
**Telephone: 732-905-9400 Fax: 732-905-9420**

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

survey or personal inspection would show.

- 23. NOTE: Please reach out prior to closing, to determine if there are any further requirements due to possible changes in recording and title searching capabilities resulting from the COVID-19 virus.**

Note: Insurance Law Sec. 64 Subdivision 6409(c) requires that title companies offer, at or prior to closing, an optional policy to cover the homeowner for the FUTURE market value of his house. You may, therefore, elect to obtain protection in excess of your purchase price. If you do not wish this additional statutory coverage, you MUST WAIVE by signing in the space below this exception:

_____	_____
_____	_____

Issued by:  
**Madison Title Agency, LLC**  
**1125 Ocean Avenue, Lakewood, NJ 08701**  
**Telephone: 732-905-9400 Fax: 732-905-9420**

# Privacy Policy Notice for Old Republic National Title Insurance Company and Madison Title Agency, LLC

## Purpose of this Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Madison Title Agency, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms;
- Information about your transactions we secure from our files, or from [our affiliates or] others;
- Information we receive from a consumer-reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

We appreciate this opportunity to be of service to you.

The undersigned acknowledges that I/we have read and understand the above Privacy Policy Notice.

Date: \_\_\_\_\_

\_\_\_\_\_  
Seller(s)

\_\_\_\_\_  
Buyer(s)/Borrower(s)

\_\_\_\_\_  
Seller(s)

\_\_\_\_\_  
Buyer(s)/Borrower(s)

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

## MORTGAGE SCHEDULE

NONE

Issued by:  
**Madison Title Agency, LLC**  
**1125 Ocean Avenue, Lakewood, NJ 08701**  
**Telephone: 732-905-9400 Fax: 732-905-9420**

# Old Republic National Title Insurance Company

Title No.: MTANY-171367

## MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Any searches or returns reported herein are furnished FOR INFORMATION ONLY. They will not be insured and the Company assumes no liability for the accuracy thereof. They will NOT BE CONTINUED to the date of closing.

Certificate of Occupancy Search: TO FOLLOW

Department of Buildings Search: TO FOLLOW

Department of Fire Search: TO FOLLOW

Street Report: TO FOLLOW

### STREET VAULTS

In New York City, if there is a STREET VAULT, it is suggested that applicant investigate possible unpaid license fees by the City of New York for the use of such vault, because the right to maintain it IS NOT INSURED, nor does the Company insure that the vault charges have been paid.

## REAL ESTATE TAXES – NEW YORK CITY

TAX	FISCAL YEAR BEGINS	DUE DATES	LIEN DATES
City Assessed Valuation of \$40,000 or less*	July 1	July 1, October 1, January 1 & April 1	July 1, October 1, January 1 & April 1
Assessed Valuation of over \$40,000	July 1	**July 1 & January 1	**July 1 & January 1
Annual Water (non-metered) Annual Sewer	July 1	June 30	June 30

\*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals \$40,000 or less.

\*\* Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law requires owners of real estate assessed at more than \$40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at \$40,000 or less.

CITY TAX	<p>The grace period on taxes is through the 15<sup>th</sup> day of the month beginning with the due date. Interest from the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is \$2,750.00 or less. If the property is improved and the annual tax is more than \$2,750 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.</p>
WATER METER CHARGES AND SEWER CHARGES	<p>Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York, Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York City Department of Finance's computer systems, where water and sewer charges have been posted in the past.</p> <p>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).</p> <p>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and become liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.</p> <p>NOTE: To obtain a special meter reading, the homeowner should contact the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of \$55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment on payment of the required fee of \$55.00.</p>

<p>WATER AND SEWER CHARGES (FRONTAGE)</p>	<p>If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.</p>	
<p>WATER METER CHARGES AND SEWER CHARGES (FOR QUEENS COUNTY ONLY)</p>	<p>In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co.). The meter is read approximately every 90 days and a bill mailed 7 days later.</p> <p>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone #718-298-8100) to set up an appointment at no charge to the customer.</p> <p>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 595-4600.</p> <p>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</p>	
<p>ASSESSMENTS</p>	<p>LIEN DATE When entered</p>	<p>DUE DATE When entered</p>
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Health Pest Control charges).</p> <p>INTEREST PENALTY FOR LATE PAYMENT Assessments accrue penalty at the same rate as a City Tax upon the premise to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</p>	
<p>BOILER AND ELEVATOR</p>	<p>LIEN DATE When entered</p>	<p>DUE DATE When entered</p>
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 30 days of entry.</p> <p>INTEREST PENALTY FOR LATE PAYMENT Interest on all Boiler and Elevator charges ..... 18% per annum.</p>	
<p>VAULT</p>	<p>LIEN DATE June 1</p>	<p>DUE DATE June 1</p>
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 30 days of entry.</p> <p>INTEREST PENALTY FOR LATE PAYMENT Interest rates on all Vault charges.....8% per annum. March 1, 1989 to date.....8.0% per annum.</p>	

## NOTES

1. Your canceled check is your receipt. Receipted bills will not be returned unless written request accompanies payment.
2. General information call: Taxpayer Assistance (718) 935-9500.
3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 934-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained from the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges call the Department of Environmental Protection (718) 935-7000.)
4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.
5. Information regarding refunds: Call (718) 935-9500.
6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.
7. Checks should be made payable to New York City Department of Finance.
8. Effective July 1, 1990, interest due on late payments is calculating using daily compounding rather than simple interest. The interest rate is fixed annually by the City Council.
9. To obtain a receipt upon payment, you must pay by cash or certified check.

## **MUNICIPAL, DEPARTMENTAL AND INFORMATIONAL SEARCHES**

No state or municipal department searched for notices of violation of laws, regulations and ordinances filed therein are made UNLESS SPECIFICALLY REQUESTED BY THE APPLICANT. Such searches, if requested, are made by the particular municipal department and are called "Record Search" and disclose only those violations reported by the last inspection made by the City and do not show the present condition, which can be ascertained only by the applicant's requesting the City to make a new inspection and paying its fees therefore. Such searches are not continued to date of closing nor are new searches made even in event of adjournment of closing.

This Company does not, in any event, insure that the buildings or other erections upon the premises or their use comply with Federal, State and Municipal laws, regulations and ordinances, and therefore we assume no liability whatsoever by reason of the ordering of such searches and do not insure their accuracy. Such information as has been furnished to us by the various departments is set forth in the Municipal Department Violations Schedule.

Any searches or returns reported herein are furnished FOR INFORMATION ONLY. They will not be insured and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

### **CENTRAL VIOLATIONS BUREAU**

In New York City, since about July 1, 1961, only the Fire Department, the Department of Health, the Department of Air Pollution Control and the Department of Water Supply, Gas and Electricity have been reporting violations issued by them affecting multiple dwellings to the Central Violations Bureau established pursuant to Section 328 of the Multiple Dwelling Law. In its report of its search for violations the Department of Buildings includes such violations affecting multiple dwellings filed by the aforesaid departments in the central bureau.

### **STREET VAULTS**

In New York City, if there is a STREET VAULT, it is suggested that applicant investigate possible unpaid license fees by the City of New York for the use of such vault, because the right to maintain it IS NOT INSURED.

A street vault is any subsurface opening, structure, or erection, whether or not covered over, to the extent that it extends from the building line under the street. If there is a street vault used in connection with the premises herein described, the applicant should acquaint himself with the provisions of Title Z of Chapter 46 of the Administrative Code of the City of New York, which imposes an annual charge for maintaining such vaults in New York City.

**MUNICIPAL SEARCH SCHEDULE - Enclosed herewith.**





*A Madison Commercial Real Estate Services™ Company*

*Tel. 877.4.MADISON  
Fax. 732.905.9420  
1125 Ocean Avenue  
Lakewood, NJ 08701  
Email. info@madisontitle.com  
www.madisontitle.com*

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### **PATRIOT SEARCH**

December 1, 2021

**Title #:** MTANY-171367

**County:** Westchester

**Name:** Gusti Realty LLC

No information found for Specially Designated Nationals

The following information has been found:

**FOR INFORMATION PURPOSES ONLY. COMPANY DOES NOT ASSUME ANY LIABILITY.**

171367/44



**MADISON  
TITLE AGENCY**

*A Madison Commercial Real Estate Services™ Company*

*Tel. 877.4.MADISON*

*Fax. 732.905.9420*

*1125 Ocean Avenue  
Lakewood, NJ 08701*

*Email. info@madisontitle.com  
www.madisontitle.com*

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## **BANKRUPTCY SEARCH**

12/01/2021

**Title #:** MTANY-171367

**County:** Westchester

**Name:** Gusti Realty LLC

There is no record of a bankruptcy filing for the above mentioned individual, corporation or business.

The following information has been found:

The following office(s) have been checked:

U.S. Bankruptcy Court, Southern District.

**FOR INFORMATION PURPOSES ONLY. COMPANY DOES NOT ASSUME ANY LIABILITY.**

171367/44

### TAX SEARCH

The unpaid taxes, water rates, assessments and other matters relating to taxes that are properly filed and indexed as liens as of the date of this search are set forth below. This search does not include any item that has not become a lien through the date of this search nor does it include installments due after the date of this search. This search does not cover any part of streets that the above captioned premises abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the property description to be insured.

November 18, 2021

<b>Title #:</b>	MTANY-171367	<b>Assessed to:</b>	Gusti Realty, LLC
<b>Premises:</b>	Albany Post Road	<b>School District:</b>	Hendrick hudson CSD
<b>County:</b>	Westchester	<b>Village:</b>	Buchanan
<b>Town:</b>	Cortlandt	<b>Building Class:</b>	311 - Residential Vacant Land
<b>SWIS:</b>	552201	<b>Acreage:</b>	0.55
<b>Section:</b>	43.20	<b>Assessed Value:</b>	100
<b>Block:</b>	2	<b>Exemptions:</b>	None
<b>Lot:</b>	2		

\*\*\*\*\*

**2021 Town/County Tax: 1/1-12/31 2021**

Full Tax:	\$26.86	Due 4/1/21	Paid
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**2021/2022 School Tax: 7/1-6/30 2021/2022**

Full Tax:	\$114.74		
1st Inst:	\$57.37	Due 9/1/21	Paid
2nd Inst:	\$57.37	Due 1/1/22	Open

**2021/2022 Village Tax: 6/1-5/31 2021/2022**

Full Tax:	\$53.48	Due 6/1/21	Paid
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**Water:** Vacant Land

**Run Date: 11/18/21 Subject to continuation prior to closing.**

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.

**CONTINUED ON NEXT PAGE**

## **Taxing Authority**

Town of Cortlandt – Town/County & School Tax and Water

Ms. Mary Breining, Receiver of Taxes

1 Heady Street

Cortlandt Manor NY, 10567

Tax Dept.: (914) 734-1031

Water Dept.:NWJWW (914) 788-3400

\$5.00 Memo Fee - separate check

Village of Buchanan - Village Tax and Water/Sewer

236 Tate Avenue

Buchanan, NY 10511

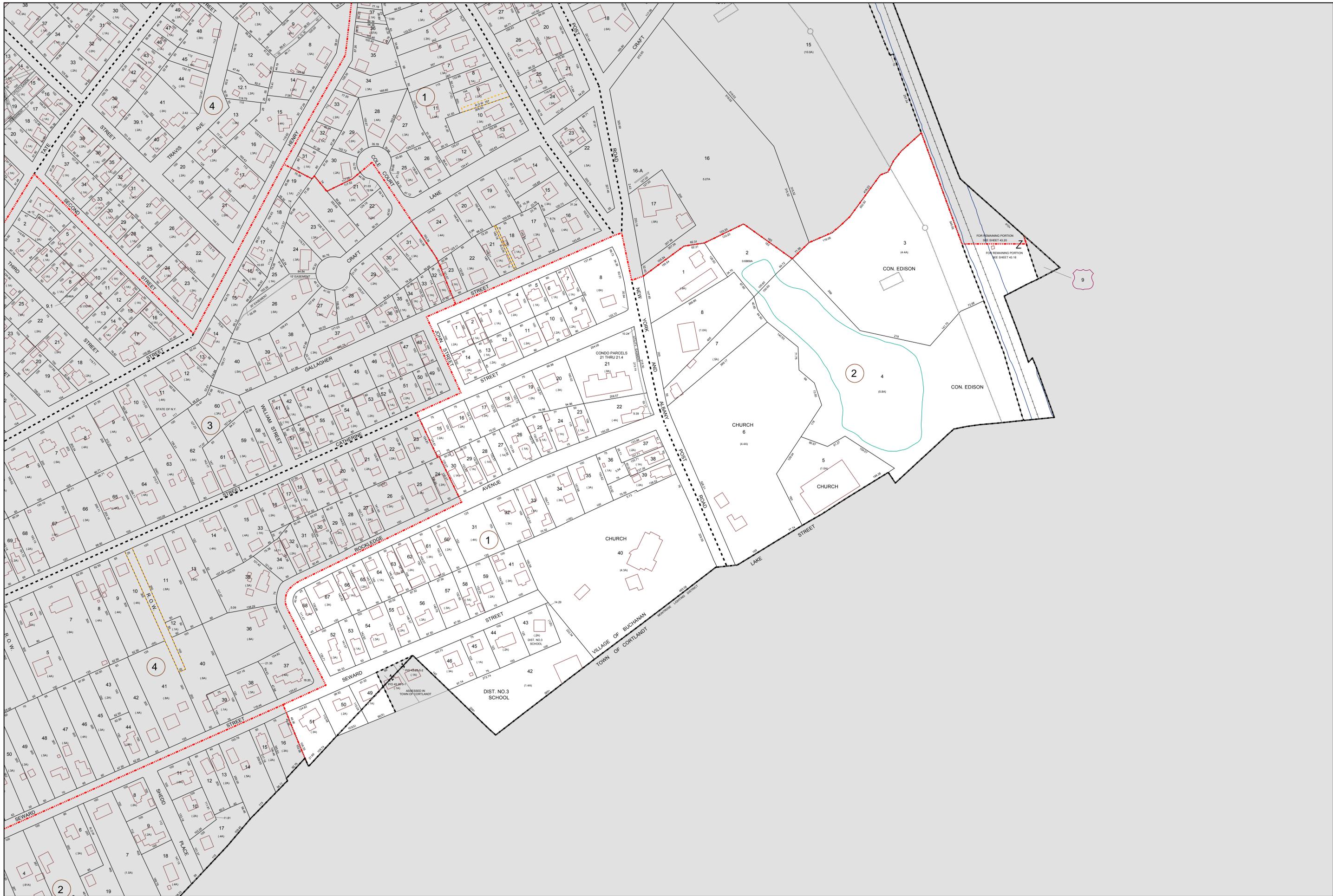
Ph: (914) 737-1033

No Memo Fee

NOTE: Taxing Authority information is provided for informational purposes only. No liability assumed. It is recommended you contact the above collectors prior to sending payment to confirm taxes are still payable to the above locations.

**Run Date: 11/18/21 Subject to continuation prior to closing.**

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.



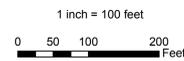
Revised To: October 2015

Notes:  
Contact the Town Assessor's Department for more information.  
North American Datum 1983 US State Plane New York East

- ② Tax Map Block Number
- 200.33 Deed Dimension
- 200.33 Calculated Dimension
- 7.04A Deed Acreage
- 17.04A Calculated Acreage
- 10 Tax Map Parcel Number
- Denotes Common Owner

**LEGEND**

- Property Line
- Block Limit
- Section Line
- Town Boundary
- Water
- Wetland
- Easement
- Conservation Easement
- Drainage Easement
- Right of Way Easement
- Sewer Easement
- Sight Easement
- Snow Easement
- Unknown Easement
- Utility Easement
- Water Easement



### TAX SEARCH

The unpaid taxes, water rates, assessments and other matters relating to taxes that are properly filed and indexed as liens as of the date of this search are set forth below. This search does not include any item that has not become a lien through the date of this search nor does it include installments due after the date of this search. This search does not cover any part of streets that the above captioned premises abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the property description to be insured.

November 18, 2021

<b>Title #:</b>	MTANY-171367	<b>Assessed to:</b>	Gusti Realty, LLC
<b>Premises:</b>	Albany Post Road	<b>School District:</b>	Hendrick Hudson CSD
<b>County:</b>	Westchester	<b>Village:</b>	Buchanan
<b>Town:</b>	Cortlandt	<b>Building Class:</b>	311 - Residential Vacant Land
<b>SWIS:</b>	552201	<b>Acreage:</b>	6.50
<b>Section:</b>	43.16	<b>Assessed Value:</b>	700
<b>Block:</b>	3	<b>Exemptions:</b>	None
<b>Lot:</b>	16		

\*\*\*\*\*

**2021 Town/County Tax: 1/1-12/31 2021**

Full Tax:	\$188.00	Due 4/1/21	Paid
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**2021/2022 School Tax: 7/1-6/30 2021/2022**

Full Tax:	\$803.14		
1st Inst:	\$401.57	Due 9/1/21	Paid
2nd Inst:	\$401.57	Due 1/1/22	Open

**2021/2022 Village Tax: 6/1-5/31 2021/2022**

Full Tax:	\$1,069.52	Due 6/1/21	Paid
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**Water:** Vacant Land

**Run Date: 11/18/21 Subject to continuation prior to closing.**

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**CONTINUED ON NEXT PAGE**

## **Taxing Authority**

Town of Cortlandt – Town/County & School Tax and Water

Ms. Mary Breining, Receiver of Taxes

1 Heady Street

Cortlandt Manor NY, 10567

Tax Dept.: (914) 734-1031

Water Dept.:NWJWW (914) 788-3400

\$5.00 Memo Fee - separate check

Village of Buchanan - Village Tax and Water/Sewer

236 Tate Avenue

Buchanan, NY 10511

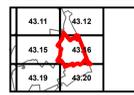
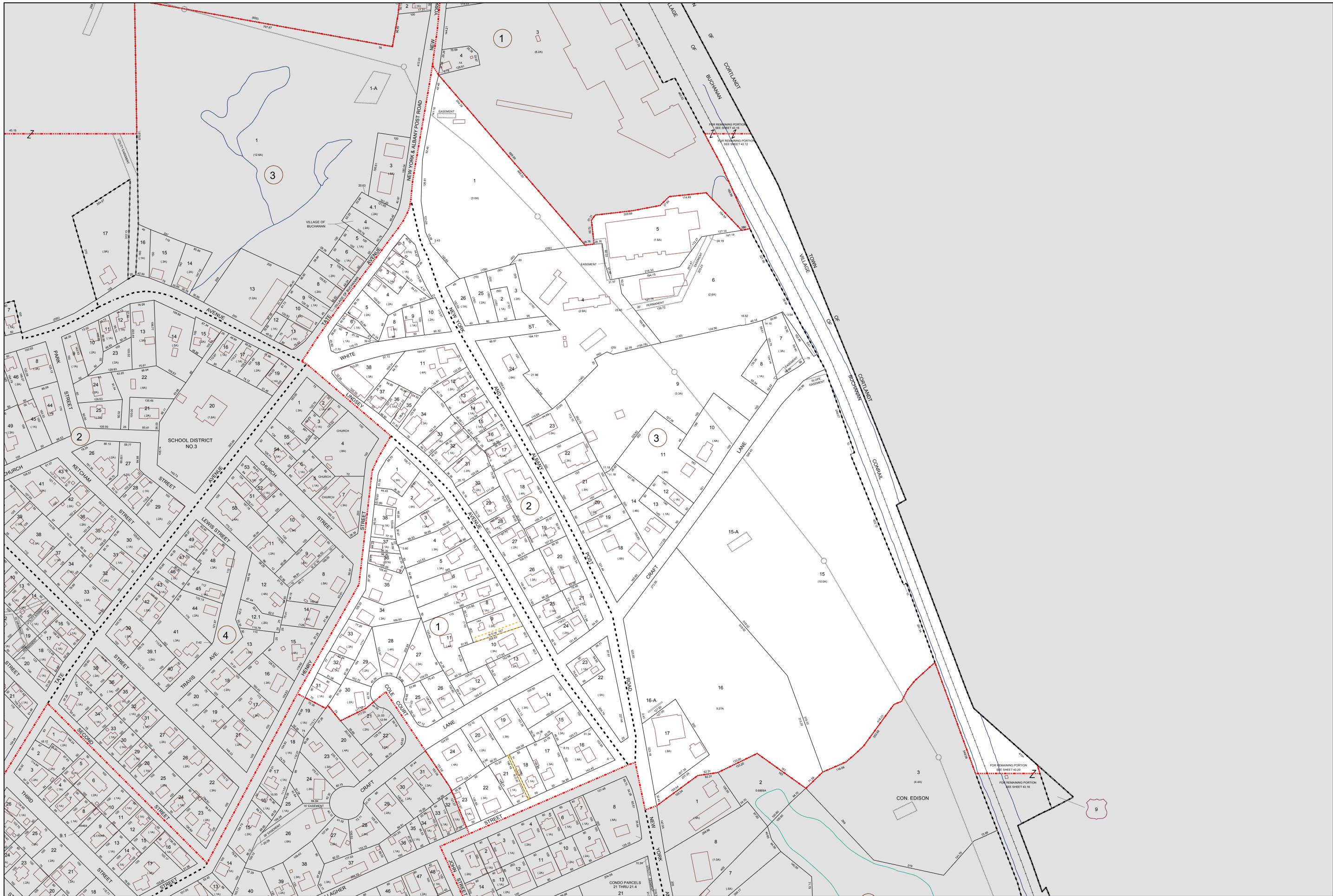
Ph: (914) 737-1033

No Memo Fee

NOTE: Taxing Authority information is provided for informational purposes only. No liability assumed. It is recommended you contact the above collectors prior to sending payment to confirm taxes are still payable to the above locations.

**Run Date: 11/18/21 Subject to continuation prior to closing.**

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.





\*470810736DED1\*

Control Number  
**470810736**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT: **DED - DEED**  
FEE PAGES: **5**                      TOTAL PAGES: **5**

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$165.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$210.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$400,000.00
TAX PAID	\$1,600.00
TRANSFER TAX #	12954

SERIAL NUMBER:  
DWELLING:

RECORDING DATE: 3/30/2007  
TIME: 11:58:00

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, NEW YORK IN THE:  
TOWN OF CORTLANDT

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. DONI  
WESTCHESTER COUNTY CLERK

Record & Return to:  
ROBERT W WOLPER ESQ  
MARCUS & WOLPER LLP  
50 BROADWAY 1ST FLOOR  
HAWTHORNE, NY 10532

P-4  
—

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

**THIS INDENTURE**, made the 6<sup>th</sup> day of March, in the year Two Thousand Seven

BETWEEN

**AUGUSTE KARAGOZIAN**, as Executrix of the Last Will and Testament of EDWARD KARAGOZIAN, deceased, late of the Town of Cortlandt, County of Westchester, and State of New York, on December 7, 2005. Said Will was admitted to probate on April 3, 2006, File No. 736/2006, as to a one-third interest, residing at 2255 Maple Avenue, Cortlandt Manor, New York 10567;

party of the first part, and

**GUSTI REALTY LLC**, a limited liability company having an office at 33 Croton Point Avenue, Croton-on-Hudson, New York 10520;

party of the second part,

**WITNESSETH**, that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS, actual consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in TOWN OF CORTLANDT, County of Westchester, and State of New York, which is more particularly bounded and described on Schedule "A" which is attached hereto and made a part hereof.

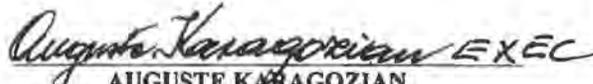
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

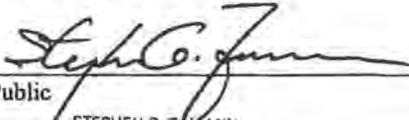
**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

  
AUGUSTE KARAGOZIAN

STATE OF NEW YORK, COUNTY OF PUTNAM) ss:

On the 6<sup>th</sup> day of March, in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared AUGUSTE KARAGOZIAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
STEPHEN G. TUZIAN  
Notary Public, State of New York  
No. 01TO4804470  
Qualified in Putnam County  
Commission Expires April 30, 2010

STATE OF )  
 ) ss: (Outside of New York State)  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2007 before me, the undersigned, appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the city of other political subdivision) and (insert the State or County or other place the acknowledgment was taken.)

(signature and office of individual taking acknowledgment)

Executor's Deed  
Title No. 85612ST-W

AUGUSTE KARAGOZIAN, as Executrix of the Estate of Edward Karagozian, deceased, as to a to a one-third interest,

TO

GUSTI REALTY LLC

SECTION:  
BLOCK: 43.16-3-16.A  
LOT: Tax Map No. 43.20-2-2 and 43.16-3-16  
TOWN & COUNTY: TOWN OF CORTLANDT  
WESTCHESTER COUNTY

RETURN BY MAIL TO:

ROBERT W. WOLPER, ESQ.  
MARCUS & WOLPER, LLP  
50 BROADWAY, 1<sup>ST</sup> FLOOR  
HAWTHORNE NY 10532

# THE JUDICIAL TITLE INSURANCE AGENCY LLC

Title No. 85612ST-W

## SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the southerly side of Craft Lane with the easterly side of New York and Albany Post Road;

**RUNNING THENCE** along the southerly side of Craft Lane, north 36 degrees 16 minutes 10 seconds east, 272.55 feet to lands now or formerly Consolidated Edison Company of New York, Inc.;

**RUNNING THENCE** along said lands the following courses and distances:

South 40 degrees 55 minutes 50 seconds east, 519.02 feet;

South 20 degrees 13 minutes 53 seconds east, 315.32 feet;

South 45 degrees 24 minutes 10 seconds west, 71.59 feet; and

South 46 degrees 36 minutes 10 seconds west, 64.72 feet to lands now or formerly New York Central Railroad;

**RUNNING THENCE** along said lands south 43 degrees 24 minutes 30 seconds west, 100.60 feet to lands now or formerly Rohrig;

**RUNNING THENCE** along said lands north 38 degrees 55 minutes 30 seconds west, 97.60 feet and south 51 degrees 13 minutes 50 seconds west, 24.70 feet to lands now or formerly of Agrest;

**RUNNING THENCE** along said lands, north 34 degrees 24 minutes 30 seconds west, 126.50 feet, south 81 degrees 00 minutes 20 seconds west, 62.31 feet and south 53 degrees 07 minutes 40 seconds west, 155.54 feet to a point on the easterly side of New York and Albany Post Road;

**RUNNING THENCE** along the easterly side of New York and Albany Post Road, north 10 degrees 07 minutes 10 seconds west, 32.43 feet and north 10 degrees 19 minutes 30 seconds west, 0.89 feet to lands formerly Slater, now or formerly Cole;

**RUNNING THENCE** along said lands north 53 degrees 01 minute 40 seconds east, 207.39 feet, north 31 degrees 24 minutes 20 seconds west, 200.00 feet and south 52 degrees 56 minutes 40 seconds west, 127.00 feet to a point on the easterly side of New York and Albany Post Road;

**RUNNING THENCE** along the easterly side of New York and Albany Post Road, north 10 degrees 19 minutes 30 seconds west, 2.43 feet and north 10 degrees 26 minutes west, 325.60 feet to the point or place of **BEGINNING**.

## WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard White Plains, NY 10601

----- THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT -----

This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing the document  
To the best of the submitter's knowledge the information contained on this Recording Sheet is consistent with the information contained in the attached document.

SUBMITTER INFORMATION:	Title Number: <u>85612ST-W</u>
Company: <u>The Judicial Title Insurance Agency LLC</u>	
Address: <u>800 Westchester Avenue</u>	
City: <u>Harrison</u>	State: <u>NY</u> Zip: <u>10528</u> Telephone: <u>914-381-6700</u>
Attention: <u>Closing Department</u>	

Document Type: <b>Deed</b>	# of Pages - <b>3</b>	Mortgage Amount On page 0 of document \$ _____ OR Consideration/Conveyance Amt: \$ <u>400,000.00</u>	Dwelling Type: For Mortgage Only On page _____ of document <input type="checkbox"/> 1 to 2 family <input checked="" type="checkbox"/> 1 to 6 family <input type="checkbox"/> Not 1 to 6 family												
1st party name(s) (i.e. grantor/mortgagor) On page 1 of document <u>Auguste Karagozian, as Executrix of the</u> <input type="checkbox"/> Business Entity <input checked="" type="checkbox"/> <u>Estate of Edward Karagozian, as heir of</u> <input type="checkbox"/> <u>a 1/3 interest</u> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/>	2nd party name(s) (i.e. grantee/mortgagee) On page 1 of document <u>Mark Franzoso</u> <input type="checkbox"/> Business Entity <input checked="" type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/>	Check if submitted: <input type="checkbox"/> RP-5217 - <input type="checkbox"/> \$75 <input checked="" type="checkbox"/> \$165 <input checked="" type="checkbox"/> TP-584 - Type of property conveyed [1 through 8] <u>8</u> <input type="checkbox"/> TP-584.1 <input type="checkbox"/> IT-2663	TAXES PAID: <table style="width: 100%;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">Amount</th> <th style="width: 20%;">Reference # Or Check #</th> </tr> </thead> <tbody> <tr> <td>Mortgage Tax</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>Transfer Tax</td> <td>\$ <u>1,600.00</u></td> <td><u>650707</u></td> </tr> <tr> <td>Mansion Tax</td> <td>\$ _____</td> <td>_____</td> </tr> </tbody> </table>		Amount	Reference # Or Check #	Mortgage Tax	\$ _____	_____	Transfer Tax	\$ <u>1,600.00</u>	<u>650707</u>	Mansion Tax	\$ _____	_____
	Amount	Reference # Or Check #													
Mortgage Tax	\$ _____	_____													
Transfer Tax	\$ <u>1,600.00</u>	<u>650707</u>													
Mansion Tax	\$ _____	_____													
Tax Designation (Section, Block & Lot) On page 2 of document <u>Section: 43.20 Block: 2 Lot: 2</u>	City(ies) or Town(s) for Property Description On page 2 of document <u>Town of Cortlandt</u>	RECORDING FEES PAID: Amount \$ _____ Reference # or Check # <u>307431</u>	MORTGAGE TAX AFFIDAVITS SUBMITTED: <input type="checkbox"/> 252 <input type="checkbox"/> 255 <input type="checkbox"/> 280 Other: _____ <input type="checkbox"/> 253 <input type="checkbox"/> 260 <input type="checkbox"/> 339-ee _____ Cross Reference(s): _____ On page _____ of document												
Property Description -- if required, check the one contained within the document. On page 3 of document <input checked="" type="checkbox"/> Metes and Bounds <input type="checkbox"/> Lot number on map filed in the Office of the County Clerk <input type="checkbox"/> Refer to deed recorded in the Office of the County Clerk	Record and Return To: <u>Robert Wolper, Esq.</u> <u>Marcus &amp; Wolper, LLP</u> <u>50 Broadway 1st Floor</u> <u>Hawthorne, NY 10532</u>														

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*593303311DED001S\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: RG AGENCY Phone: 914-739-2700  
Address 1: 1000 NORTH DIVISION STREET Fax: 914-739-2808  
Address 2: PO BOX 431 Email: ANGEATWORK@HOTMAIL.COM  
City/State/Zip: PEEKSKILL NY 10566 Reference for Submitter: RGW 22055

### Document Details

Control Number: **593303311** Document Type: **Deed (DED)**  
Package ID: 2019112600114001001 Document Page Count: **3** Total Page Count: **6**

### Parties

Additional Parties on Continuation page  
1st PARTY 2nd PARTY  
1: KARAGOZIAN HARRY - Individual 1: GUSTI REALTY LLC - Other  
2: KARAGOZIAN JOHN - Individual 2:

### Property

Additional Properties on Continuation page  
Street Address: 0 ALBANY POST RD Tax Designation: 43.16-3-16  
City/Town: CORTLANDT Village: BUCHANAN

### Cross-References

Additional Cross-Refs on Continuation page  
1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$20.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$250.00  
TP-584 Filing Fee: \$5.00  
Total Recording Fees Paid: **\$315.00**

### Transfer Taxes

Consideration: \$200,000.00  
Transfer Tax: \$800.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 8277

### Mortgage Taxes

Document Date:  
Mortgage Amount:  
Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt:   
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/23/2020 at 03:25 PM  
Control Number: **593303311**  
Witness my hand and official seal

Timothy C Idoni  
Westchester County Clerk

### Record and Return To

Pick-up at County Clerk's office

GERALD M. KLEIN, ESQ.  
1 CROTON POINT AVENUE

CROTON-ON-HUDSON, NY 10520

The Office of the Westchester County Clerk. This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

\*593303311DED001S\*

**Westchester County Recording & Endorsement Page**

**Document Details**

Control Number: **593303311**

Document Type: **Deed (DED)**

Package ID: 2019112600114001001

Document Page Count: 3

Total Page Count: 6

**1st PARTY Addendum**

**2nd PARTY Addendum**

MINASSIAN SERGE S	Individual
MINASSIAN ADRIENNE	Individual
JOHN KARAGOZIAN REVOCABLE TRUST	Other
HARRY KARAGOZIAN REVOCABLE TRUST	Other

The Office of the Westchester County Clerk. This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

\*593303311DED001S\*

### Westchester County Recording & Endorsement Page

#### Document Details

Control Number: **593303311**

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Document Page Count: 3

Total Page Count: 6

#### Properties Addendum

0 ALBANY POST RD 10511	CORTLANDT	BUCHANAN	43.16 3 16.-A
0 ALBANY POST RD 10511	CORTLANDT	BUCHANAN	43.20 2 2

Executor's Deed - Individual or Corporation

THIS INDENTURE, made the 13 day of December, two thousand and nineteen,

BETWEEN

ADRIENNE MINASSIAN, as Executrix of the last will and testament of Harry Karagozian, late of Westchester County, deceased, who died on the 4th day of April, two thousand and sixteen, and as Executrix of the last will and testament of John Karagozian, late of Westchester County, deceased, who died on the 31<sup>st</sup> day of May, two thousand and sixteen, Adrienne Minassian and Serge S. Minassian, as co-trustees of The John Karagozian Revocable Trust, dated July 29, 2015, and Adrienne Minassian and Serge S. Minassian, as co-trustees of The Harry Karagozian Revocable Trust, dated July 29, 2015, c/o Adrienne Minassian, at 201 Redwood Street, Dresher, PA 19025, party of the first part, and

GUSTI REALTY LLC, with an address of 33 Croton Point Avenue, Croton-on-Hudson, New York 10520, party of the second part,

WITNESSETH, that whereas letters testamentary were issued to the party of the first part by the Surrogate's Court, Westchester County, New York, on June 5, 2018 and September 30, 2016, respectively, and by virtue of the power and authority given in and by said last will and testament, and/or Article 11 of the Estates, Powers and Trusts Law, and in consideration of Two Hundred thousand (\$200,000.00) dollars, paid by the party of the second part, the party of the first part does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever, a two-thirds (2/3) interest

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE A ANNEXED HERETO

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for another purpose.

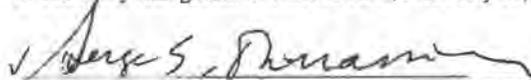
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:



ADRIENNE MINASSIAN, as Executrix of the last will and testament of Harry Karagozian, as Executrix of the last will and testament of John Karagozian, as a co-trustee of The John Karagozian Revocable Trust, dated July 29, 2015, as a co-trustee of The Harry Karagozian Revocable Trust, dated July 29, 2015

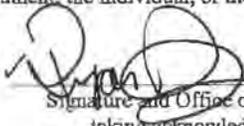


SERGE S. MINASSIAN, as a co-trustees of The John Karagozian Revocable Trust, dated July 29, 2015, and as a co-trustees of The Harry Karagozian Revocable Trust, dated July 29, 2015

COMMONWEALTH OF PENNSYLVANIA )  
 )ss.:  
COUNTY OF Montgomery )

Commonwealth of Pennsylvania - Notary Seal  
Ryan Reaspe, Notary Public  
Montgomery County  
My commission expires January 27, 2023  
Commission number 1222008  
Member, Pennsylvania Association of Notaries

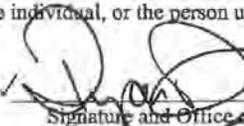
On the 13 day of December, in the year of 2019, before me, the undersigned, personally appeared ADRIENNE MINASSIAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed 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.

  
Signature and Office of individual  
taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA )  
 )ss.:  
COUNTY OF Montgomery )

Commonwealth of Pennsylvania - Notary Seal  
Ryan Reaspe, Notary Public  
Montgomery County  
My commission expires January 27, 2023  
Commission number 1222008  
Member, Pennsylvania Association of Notaries

On the 13 day of December, in the year of 2019, before me, the undersigned, personally appeared SERGE S. MINASSIAN, 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.

  
Signature and Office of individual  
taking acknowledgment

RETURN BY MAIL TO  
  
Gerald M. Klein, Esq.  
Law Offices of Katz & Klein  
1 Croton Point Avenue  
Croton-on-Hudson, NY 10520

RECORDED AT REQUEST  
OF RG AGENCY  
PO BOX 431  
PEEKSKILL, NY 10566  
914-739-2700  
RETURN BY MAIL TO

Section: 43.16, Block 3 and Lot 16.A  
Section: 43.16, Block 3 and Lot 16  
Section: 43.20, Block 2 and Lot 2

Town of Cortlandt and County of Westchester

RHW 22055

Title No. **RGW 22055**

**Schedule A**  
(description)

All that certain piece, plot or parcel of land situate lying and being in the **VILLAGE OF BUCHANAN, TOWN OF CORTLANDT, COUNTY OF WESTCHESTER**, State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Craft Lane with the easterly side of New York and Albany Post Road;

RUNNING THENCE along the southerly side of Craft Lane, North  $36^{\circ} 16' 10''$  East 272.55 feet to lands now or formerly Consolidated Edison Company of New York, Inc.;

THENCE along said lands, the following courses and distances:

South  $40^{\circ} 55' 50''$  East 519.02 feet;

South  $20^{\circ} 13' 53''$  East 315.32 feet;

South  $45^{\circ} 24' 10''$  West 71.59 feet; and

South  $46^{\circ} 36' 10''$  West 64.72 feet to lands now or formerly New York Central Railroad;

THENCE along said lands, South  $43^{\circ} 24' 30''$  West 100.60 feet to lands now or formerly Rohrig;

THENCE along said lands, North  $38^{\circ} 55' 30''$  West 97.60 feet and South  $51^{\circ} 13' 50''$  West 24.70 feet to lands now or formerly of Agrest;

THENCE along said lands, the following courses and distances:

North  $34^{\circ} 24' 30''$  West 126.50 feet;

South  $81^{\circ} 00' 20''$  West 62.31 feet; and

South  $53^{\circ} 07' 40''$  West 155.54 feet to a point on the easterly side of New York and Albany Post Road;

THENCE along the easterly side of New York and Albany Post Road, North  $10^{\circ} 07' 10''$  West 32.43 feet and North  $10^{\circ} 19' 30''$  West 0.89 feet to lands formerly Slater, now or formerly Cole;

THENCE along said lands, the following courses and distances:

North  $53^{\circ} 01' 40''$  East 207.39 feet;

North  $31^{\circ} 24' 20''$  West 200.00 feet; and

South  $52^{\circ} 56' 40''$  West 127.00 feet to a point on the easterly side of New York and Albany Post Road;

THENCE along the easterly side of New York and Albany Post Road, North  $10^{\circ} 19' 30''$  West 2.43 feet and North  $10^{\circ} 26' 00''$  West 325.60 feet to the point or place of BEGINNING.

THIS INDENTURE MADE the 22<sup>nd</sup> day of July, 1964, by and between Frank N. Reilly residing at No. 170 Cortlandt Street, Buchanan, New York and James T. Curran, residing at No. 187 Seward Street, Buchanan, New York,

Hereinafter referred to as "Grantor" and the VILLAGE OF BUCHANAN, a municipal corporation, in the County of Westchester, with offices at the Municipal Building, Westchester Avenue, Buchanan, Westchester County, New York, hereinafter referred to as "Grantee";

W I T N E S S E T H :

WHEREAS, Grantee is constructing and extending its sanitary and storm water sewer systems, ditches, lines and appurtenances; and

WHEREAS, Grantor is the owner of certain lands, tenements and hereditaments lying and being and situate in said Village of Buchanan, Town of Cortlandt, County of Westchester and State of New York; and

WHEREAS, for the purpose of aiding, facilitating and simplifying construction and extension of said sanitary and storm water sewer systems, lines, ditches and appurtenances, Grantee desires to construct lines, mains and appurtenances of the said sanitary and storm water sewer systems across the lands owned by Grantor and has requested Grantor for permission to (1) to so construct the same and (2) to enter from time to time for purposes of a construction right-of-way; and

WHEREAS, Grantor is agreeable that said lines, mains and appurtenances be so constructed across a portion of its lands and that Grantee may so enter across a portion of its lands,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to Grantor in hand paid by Grantee, receipt whereof is hereby acknowledged, and in consideration of the mutual agreements herein contained, Grantor hereby grants and conveys unto Grantee forever, the perpetual easement, right, privilege and authority to enter upon, excavate, construct, install, repair, operate, maintain and remove sanitary and storm water sewer lines, mains, ditches and appurtenances in, upon, under, through and across that portion of Grantor's lands designated and described in Schedule A hereunto annexed and made a part hereof, hereinafter referred to as the "easement strip" and the perpetual easement, right, privilege and authority to enter upon, through and across that portion of Grantor's lands designated and described in Schedule B hereunto annexed and made a part hereof, hereinafter referred to as the "construction right-of-way";

TO HAVE AND TO HOLD said easements, rights, privileges, and authority hereby granted unto Grantee forever upon the following terms and conditions:

(a) That upon the completion of the installation of the said lines, mains, ditches or appurtenances above referred to, the premises shall be restored to same or better condition as or than prior to said installation.

(b) Grantee shall indemnify and save harmless Grantor, its successors and assigns, of and from any and all fines, suits, proceedings, claims, demands and actions of any kind or nature of anyone whomsoever, arising or growing out of or in any wise connected with the occupation, use, maintenance, construction, excavation, installation, repair or removal of and by Grantee of the said easement, strip, construction right-of-way and/or said lines, mains, ditches and appurtenances thereto, and the sidewalks along or in any wise connected therewith or by reason of any breach, violation or non-performance of any of the covenants or conditions hereof on Grantee's part to be performed.

(c) Grantee shall hold Grantor harmless from any and all damages which may come or arise to the buildings, structures, equipment or other improvements on said premises resulting from the installation, excavation, construction, maintenance, repair or removal of said lines, mains, ditches or appurtenances.

(d) Grantee may at all reasonable times, upon twenty-four (24) hours prior notice, enter upon the easement strip or construction right-of-way across other lands of Grantor for the purpose of inspecting, repairing or removing said lines, mains, ditches or appurtenances and in the event the same shall become damaged or partially destroyed, may enter upon said easement strip or construction right-of-way to repair or reconstruct the same; Grantee may construct, build and install suitable appurtenances, foundation beds and buttresses within said easement strip as protection against damage, settlement and slipping of said lines, mains, ditches or appurtenances.

(e) In constructing said sewer pipe and in its subsequent maintenance and repair, the Grantee may place excavated matter and construction materials and equipment on the land within the limits of the said easement strip or construction right-of-way and to the extent reasonably necessary. Grantee shall exercise the right herein granted in such manner only as shall be reasonably required for the purposes herein set forth, and so as not to interfere with the use by either Grantor, its successors or assigns, or its or their respective agents, employees, servants, representatives, licensees and invitees, of Grantor's land immediately adjoining said easement strip.

(f) In the event Grantor desires to construct a road or driveway over said easement strip or construction right-of-way, Grantor shall give not less than thirty (30) days prior notice of such intention and of the nature of such road or driveway construction to the Board of Trustees of Grantee, and Grantee shall thereupon, at its own cost and expense, take such steps as shall be necessary and proper to protect and safeguard said lines, mains, ditches or appurtenances from damage which might be caused by such construction. If necessary, Grantee shall relay or relocate such lines, mains, ditches or appurtenances within said easement strip or remove the same in order to permit employment of a road grade or building level satisfactory to Grantor and acceptable to all municipal authorities having jurisdiction.

(g) Grantor shall be under no duty or obligation to protect, maintain or repair said lines, mains, ditches or appurtenances.

(h) Grantor agrees that unless Grantee shall have failed to comply with the provisions of Paragraph (f) supra, the said lines, mains, ditches or appurtenances shall not be molested, moved or damaged by Grantor or anyone acting under Grantor's authority.

The easement hereby granted and the covenants herein contained shall run with the land and shall be binding upon and emure to the benefit of the respective successors and assigns of the Grantor and Grantee.

SCHEDULES A AND B:

All those certain pieces or parcels of land lying and being in the Village of Buchanan, Town of Cortlandt, Westchester County, New York, bounded and described as follows:

20 Foot Permanent Utility Easement: BEGINNING at a point on the division line between lands of Frank N. Reilly and James T. Curran and lands of Vernon Cole, said point being on the southerly property line of lands of Cole and being distant North  $53^{\circ} 12' 30''$  East as measured along said division line, 27.24 feet from the point where the aforesaid division line intersects the easterly side of the New York and Albany Post Road; Running thence from said point of beginning along lands of Cole, North  $53^{\circ} 12' 30''$  East 20.41 feet; thence through lands of Reilly and Curran, South  $25^{\circ} 21' 40''$  East 30.71 feet to lands of Edward V. and Annie Marie Agrest; thence south  $53^{\circ} 18' 30''$  West along lands of Agrest, 20.40 feet; thence north  $25^{\circ} 21' 40''$  West through lands of Reilly and Curran, 30.67 feet to the point and place of beginning.

10 Foot Temporary Construction Easements: TOGETHER WITH temporary construction easements 10 feet in width, as measured at right angles to the westerly and easterly sides of the permanent easement on the westerly and easterly sides of the permanent easement. Said temporary easements being for the purpose of construction only and are to revert to the grantors, their heirs and successors and assigns after the construction has been completed.

LIBER 6558 PAGE 58

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by their proper corporate officers and their corporate seals to be hereunto affixed the day and year first above written.

ATTEST:

*Harry W. Monroe*  
Village Clerk

*Frank N. Reilly*  
Frank N. Reilly

VILLAGE OF BUCHANAN

By *William J. Burke*  
Mayor

STATE OF NEW YORK  
COUNTY OF WESTCHESTER ) SS.:

*James T. Curran*  
James T. Curran

On this 22<sup>nd</sup> day of July, 1964, before me came William J. Burke to me known, who, being by me duly sworn, did depose and say that he resides at

188 Westchester Avenue, Buchanan, Westchester County, New York; that he is the Mayor of the Village of Buchanan, the corporation described in and which executed the foregoing instrument; that he knows the seal of said Village; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said Village; that he signed his name thereto by like order.

*Harry W. Monroe*  
HARRY W. MONROE  
Notary Public, State of New York  
No. 60-7992400  
Qualified in Westchester County  
Term Expires March 30, 1964

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) SS.:

On this 22<sup>nd</sup> day of July, 1964 before me personally appeared Frank N. Reilly

and James T. Curran to me known and known to me to be the person mentioned and described in, and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.

*Harry W. Monroe*  
HARRY W. MONROE  
Notary Public, State of New York  
No. 60-7992400  
Qualified in Westchester County  
Term Expires March 30, 1964

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF CORTLANDT County of Westchester, N. Y. A true copy of the original EASEMENT

RECORDED OCT. 27, 1965 at 10:56 AM at request of CARL R. D'ALVIA

FEE: \$ 8.50 No. 67130 EDWARD L. WARREN, County Clerk.



1 inch = 100 feet  
0 50 100 200 feet

--- Open Space  
--- Utility Easement  
--- Right of Way

--- Driveway Easement  
--- Easement  
--- Right of Way

--- Alley  
--- Easement  
--- Conveyance Easement

--- Property Line  
--- Right of Way  
--- Easement  
--- Conveyance Easement

--- Dead End  
--- 1/4 Mile Road  
--- 1/2 Mile Road  
--- 3/4 Mile Road  
--- 1 Mile Road

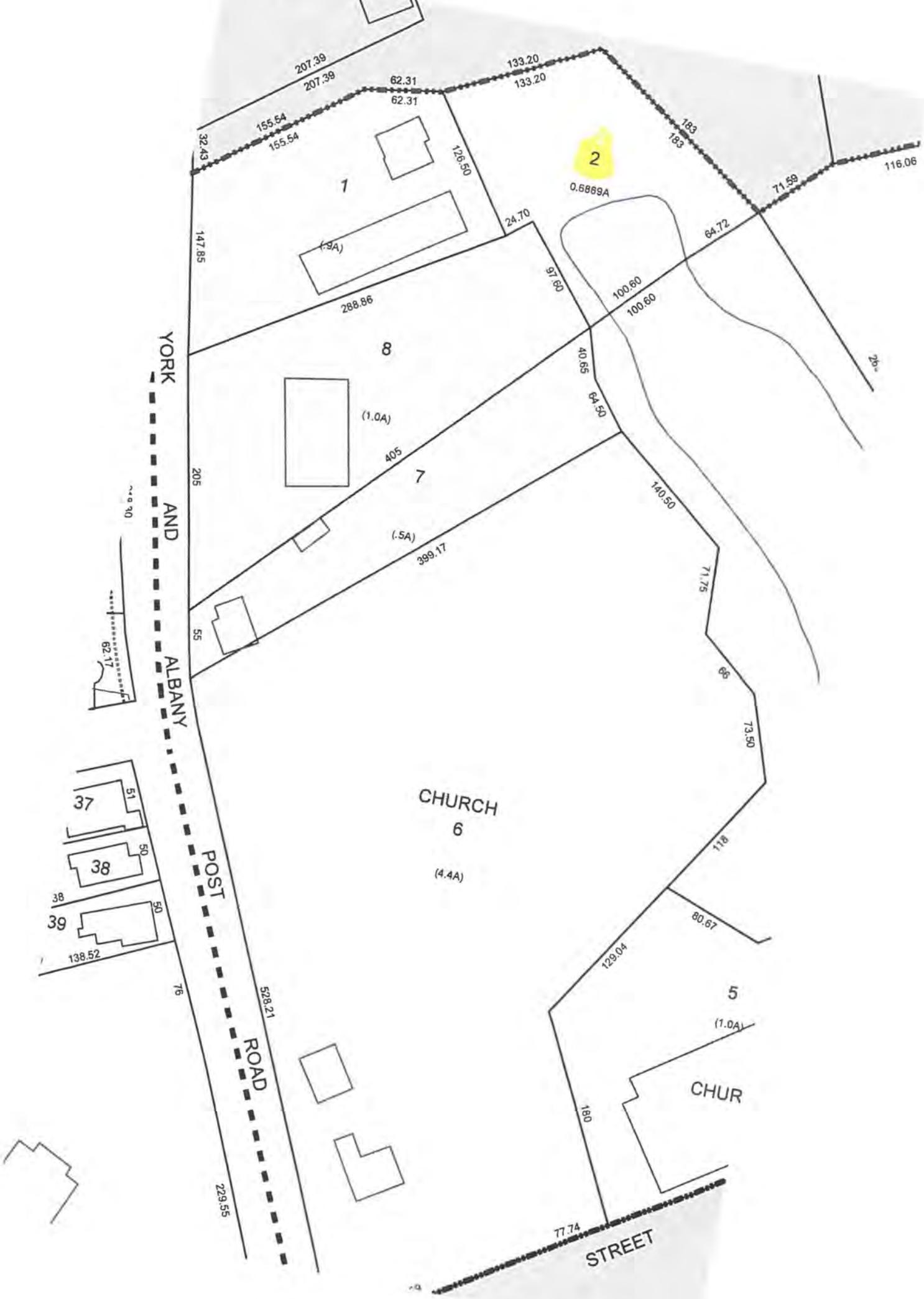
② No Map Block Number  
--- Dead End  
--- 1/4 Mile Road  
--- 1/2 Mile Road  
--- 3/4 Mile Road  
--- 1 Mile Road

Revised to October 2015  
Adopted by the Board of Trustees  
Westchester County, New York  
Map No. 43.20



Village of Buchanan  
Westchester County, New York





YORK  
AND  
ALBANY

POST  
ROAD

STREET

2

7

8

7

CHURCH  
6

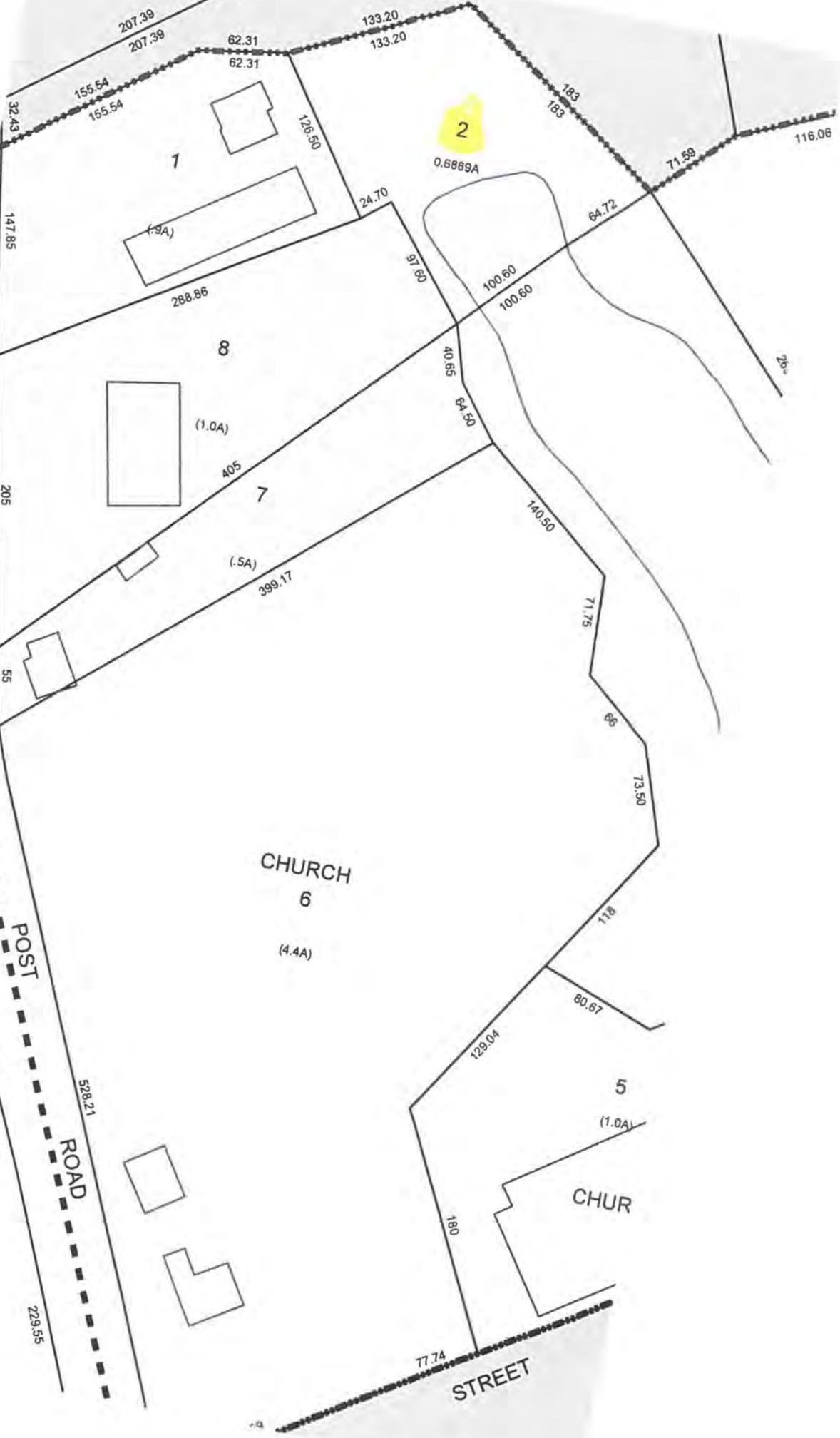
5

CHUR

37

38

39











A rough drawing of Area covered by Deed 1. The crossed out area was excepted.

