



## Commitment for Title Insurance

**TO: Gilbride Tusa Last & Spellane**  
**ATTN: John Tesei, Esq.**  
**TO: Old Republic National Title Insurance Company**  
**ATTN: Kevin Huben, Esq.**  
**Title No.: WES- 249533**

Old Republic National Title Insurance Company, a Florida corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**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:**  
**Old Republic National Title Insurance Company**  
**521 Fifth Avenue, 23<sup>rd</sup> Floor**  
**New York, NY 10175**  
**Phone (212) 599-1300**

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

By  *President*  
Attest  *Secretary*



**Privacy Policy Notice**  
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

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 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 nonpublic 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.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

521 Fifth Avenue, New York, NY 10175

(212) 599-1300

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLE NO. WES- 249533- L

Proposed Insured: Effective Date: June 9, 2017, at 9:00 AM

Redated:

Purchaser: FARERI ASSOCIATES LP

Mortgagee:

AMOUNT OF INSURANCE

Fee (Leasehold Endorsement)

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:

**As to a Fee Interest:**

THE COUNTY OF WESTCHESTER , a municipal corporation of the State of New York

SOURCE OF TITLE: Deed from John J. Dietz and Grace A. Dietz, his wife, dated 6/19/1930 and recorded 6/19/1930 in [Liber 3048 page 113](#).

**(Proposed) As to a Leasehold Interest:**

The Company further certifies that the lease made by The County of Westchester to Fareri Associates, L.P., a New York Limited Partnership, dated as of \_\_\_\_\_ , as evidenced by a Memorandum of Lease dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in Control No. \_\_\_\_\_ is a valid and subsisting leasehold for the unexpired term thereof, subject to the terms and conditions therein contained, which may be surrendered, assigned or mortgaged by:

The record holder thereof, Fareri Associates, L.P., a New York Limited Partnership

Premises described in Schedule "A" are known as:

Address: Old Saw Mill River Road

Town: Mount Pleasant

County: Westchester

TAX MAP: SECTION 116.8, BLOCK 1, LOT 9

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For any title clearance questions on this report please call

AL STORK, ESQ., AT 212-599-1300, EXT 19650

[ASTORK@OLDREPUBLICTITLE.COM](mailto:ASTORK@OLDREPUBLICTITLE.COM)

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

521 Fifth Avenue, New York, NY 10175

(212) 599-1300

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLE NO. WES- 249533- L

**SCHEDULE A – DESCRIPTION – page one of six**

All that certain plot, piece or parcel of land situate in the Town of Mount Pleasant, County of Westchester, State of New York, more particularly described as follows:

Commencing at the point on the westerly side of Bradhurst Avenue, where prior to the taking for the lands of the Sprain Brook Parkway, it was formerly intersected by the southerly side of Stevens Avenue;

Thence South 89 degrees 38 minutes 38 seconds West, 318.24 feet;

Thence North 88 degrees 31 minutes 37 seconds West, 163.00 feet to the southerly bounds of Stevens Avenue to the point and place of beginning;

Thence South 89 degrees 25 minutes 53 seconds West, 225.18 feet along the southerly bounds of Stevens Avenue;

Thence North 89 degrees 22 minutes 02 seconds West, 340.87 feet along the southerly bounds of Stevens Avenue;

Thence North 80 degrees 34 minutes 12 seconds West, 19.40 feet along the southerly bounds of Stevens Avenue;

Thence South 81 degrees 59 minutes 03 seconds West, 42.22 feet along the southerly bounds of Stevens Avenue;

Thence North 85 degrees 54 minutes 17 seconds West, 92.55 feet along the southerly bounds of Stevens Avenue;

Thence South 85 degrees 38 minutes 13 seconds West, 47.03 feet along the southerly bounds of Stevens Avenue;

Thence North 87 degrees 34 minutes 52 seconds West, 159.31 feet along the southerly bounds of Stevens Avenue;

Thence North 03 degrees 42 minutes 54 seconds West, 44.60 feet along the southerly bounds of Stevens Avenue;

Thence North 45 degrees 33 minutes 59 seconds West, 79.19 feet along the southerly bounds of Stevens Avenue;

Thence North 82 degrees 16 minutes 39 seconds West, 54.47 feet along the southerly bounds of Stevens Avenue;

Thence North 59 degrees 22 minutes 29 seconds West, 36.39 feet along the southerly bounds of Stevens Avenue;

Thence North 40 degrees 40 minutes 29 seconds West, 29.57 feet along the southerly bounds of Stevens Avenue;

Thence North 07 degrees 38 minutes 49 seconds West, 50.33 feet along the southerly bounds of Stevens Avenue;

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**SCHEDULE A – DESCRIPTION – page two of six**

Thence North 40 degrees 30 minutes 09 seconds West, 57.07 feet along the southerly bounds of Stevens Avenue;

Thence North 32 degrees 51 minutes 19 seconds West, 127.15 feet along the southerly bounds of Stevens Avenue;

Thence North 66 degrees 58 minutes 59 seconds West, 26.60 feet;

Thence South 89 degrees 49 minutes 21 seconds West, 48.03 feet;

Thence South 49 degrees 34 minutes 01 second West, 286.39 feet along the southerly bounds of Old Saw Mill River Road South;

Thence South 45 degrees 58 minutes 21 seconds West, 190.67 feet along the southerly bounds of Old Saw Mill River Road South;

Thence South 25 degrees 52 minutes 52 seconds East, 158.42 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 19 degrees 39 minutes 49 seconds East, 195.08 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 19 degrees 21 minutes 39 seconds East, 199.09 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 09 degrees 08 minutes 29 seconds East, 488.39 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 14 degrees 15 minutes 09 seconds East, 57.49 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 07 degrees 51 minutes 49 seconds East, 252.72 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 89 degrees 52 minutes 51 seconds West, 36.32 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 04 degrees 41 minutes 59 seconds East, 689.88 feet along the lands now or formerly of 81 Holly Hill Lane LLC;

Thence South 82 degrees 16 minutes 41 seconds East, 52.35 feet;

Thence on a curve to the right with an arc length of 46.08 feet, a radius of 1199.00 feet, a delta angle of 02 degrees 12 minutes 07 seconds, and a chord bearing of North 42 degrees 49 minutes 57 seconds East, 46.08 feet;

Thence North 43 degrees 56 minutes 01 second East, 31.05 feet;

Thence on a curve to the right with an arc length of 685.05 feet, a radius of 868.00 feet, a delta angle of 45 degrees 13 minutes 10 seconds and a chord bearing North 66 degrees 32 minutes 36 seconds East, 667.41 feet;

Thence (**Missing in original**) 89 degrees 09 minutes 11 seconds East, 551.93 feet;

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**SCHEDULE A –DESCRIPTION – page three of six**

Thence North 12 degrees 05 minutes 08 seconds West, 62.53 feet along the lands now or formerly of the New York State Department of Transportation;

Thence North 80 degrees 42 minutes 19 seconds East, 111.46 feet along the lands now or formerly of the New York State Department of Transportation;

Thence North 08 degrees 11 minutes 27 seconds West, 440.53 feet along the lands now or formerly of the New York State Department of Transportation;

Thence North 03 degrees 30 minutes 01 second East, 410.42 feet along the lands now or formerly of the New York State Department of Transportation;

Thence North 22 degrees 05 minutes 13 seconds East, 112.70 feet along the lands now or formerly of the New York State Department of Transportation;

Thence along the lands now or formerly of the New York State Department of Transportation on a curve to the right with an arc length of 80.73 feet, a radius of 4236.23 feet, a delta angle of 01 degree 05 minutes 30 seconds and a chord bearing North 07 degrees 43 minutes 15 seconds East, 80.72 feet;

Thence along the lands now or formerly of the New York State Department of Transportation on a curve to the right with an arc length of 69.04 feet, a radius of 3123.00 feet, a delta angle of 01 degree 16 minutes 00 seconds and a chord bearing North 08 degrees 54 minutes 00 seconds East, 69.04 feet;

Thence North 09 degrees 32 minutes 00 seconds East, 229.60 feet along the lands now or formerly of the New York State Department of Transportation;

Thence North 01 degree 46 minutes 10 seconds East, 162.75 feet along the lands now or formerly of the New York State Department of Transportation;

Thence North 88 degrees 13 minutes 05 seconds West, 100.00 feet;

Thence North 01 degree 46 minutes 55 seconds East, 46.00 feet;

Thence North 87 degrees 23 minutes 21 seconds West, 54.19 feet to the point and place of beginning.

The above description was prepared by Alan Gassman, Licensed Surveyor, being a Senior Surveyor with the Westchester County Department of Public Works + Transportation.

For Information Only: Containing 2,621,753.01 square feet or 60.19 Acres more or less.

Being alternately and more modernly described as follows:

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**SCHEDULE A – DESCRIPTION – page four of six**

All that certain plot, piece or parcel of land situate in the Town of Mount Pleasant, County of Westchester, State of New York, more particularly described as follows:

Commencing at the point on the westerly side of Bradhurst Avenue, where prior to the taking for the lands of the Sprain Brook Parkway, it was formerly intersected by the southerly side of Stevens Avenue;

RUNNING THENCE the following two courses and distances to the true point or place of beginning.:

- 1) South 89 degrees 38 minutes 38 seconds West, 318.24 feet;
- 2) North 88 degrees 31 minutes 37 seconds West, 163.00 feet to a point on the southerly bounds of Stevens Avenue, said point being the true point and place of beginning;

THENCE along the southerly bounds of Stevens Avenue the following fifteen courses and distances;

- 1) South 89 degrees 25 minutes 53 seconds West, 225.18 feet;
- 2) North 89 degrees 22 minutes 02 seconds West, 340.87 feet;
- 3) North 80 degrees 34 minutes 12 seconds West, 19.40 feet;
- 4) South 81 degrees 59 minutes 03 seconds West, 42.22 feet;
- 5) North 85 degrees 54 minutes 17 seconds West, 92.55 feet;
- 6) South 85 degrees 38 minutes 13 seconds West, 47.03 feet;
- 7) North 87 degrees 34 minutes 52 seconds West, 159.31 feet;
- 8) North 03 degrees 42 minutes 54 seconds West, 44.60 feet;
- 9) North 45 degrees 33 minutes 59 seconds West, 79.19 feet;
- 10) North 82 degrees 16 minutes 39 seconds West, 54.47;
- 11) North 59 degrees 22 minutes 29 seconds West, 36.39 feet;
- 12) North 40 degrees 40 minutes 29 seconds West, 29.57;
- 13) North 07 degrees 38 minutes 49 seconds West, 50.33 feet;
- 14) North 40 degrees 30 minutes 09 seconds West, 57.07 feet;
- 15) North 32 degrees 51 minutes 19 seconds West, 127.15 feet to a point;

THENCE North 66 degrees 58 minutes 59 seconds West a distance of 26.60 feet to a point;

THENCE South 89 degrees 49 minutes 21 seconds West a distance of 48.03 feet to a point on the southerly bounds of Old Saw Mill River Road South;

THENCE along the southerly bounds of Old Saw Mill River Road South the following two courses and distances:

- 1) South 49 degrees 34 minutes 01 second West, 286.39 feet;

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**SCHEDULE A –DESCRIPTION – page five of six**

- 2) South 45 degrees 58 minutes 21 seconds West, 190.67 feet to the land now or formerly of 81 Holly Hill Land LLC;

THENCE along the land now or formerly of 81 Holly Hill Land LLC the following eight courses and distances:

- 1) South 25 degrees 52 minutes 52 seconds East, 158.42 feet;
- 2) Thence South 19 degrees 39 minutes 49 seconds East, 195.08 feet;
- 3) Thence South 19 degrees 21 minutes 39 seconds East, 199.09 feet;
- 4) Thence South 09 degrees 08 minutes 29 seconds East, 488.39 feet;
- 5) Thence South 14 degrees 15 minutes 09 seconds East, 57.49 feet;
- 6) Thence South 07 degrees 51 minutes 49 seconds East, 252.72 feet;
- 7) Thence South 89 degrees 52 minutes 51 seconds West, 36.32 feet;
- 8) Thence South 04 degrees 41 minutes 59 seconds East, 689.88 feet to a point;

THENCE along a curve bearing to the right with an arc length of 46.08 feet, a radius of 1199.00 feet, a delta angle of 02 degrees 12 minutes 07 seconds, and a chord bearing of North 42 degrees 49 minutes 57 seconds East, 46.08 feet;

THENCE North 43 degrees 56 minutes 01 second East a distance of 31.05 feet to a point;

THENCE along a curve to the right with an arc length of 685.05 feet, a radius of 868.00 feet, a delta angle of 45 degrees 13 minutes 10 seconds and a chord bearing North 66 degrees 32 minutes 36 seconds East, 667.41 feet;

THENCE (**Missing in original**) 89 degrees 09 minutes 11 seconds East, 551.93 feet to the lands now or formerly of the New York State Department of Transportation;

THENCE along the land now or formerly of the New York State Department of Transportation following nine courses and distances:

- 1) North 12 degrees 05 minutes 08 seconds West, 62.53 feet;
- 2) North 80 degrees 42 minutes 19 seconds East, 111.46 feet;
- 3) North 08 degrees 11 minutes 27 seconds West, 440.53 feet;
- 4) North 03 degrees 30 minutes 01 second East, 410.42 feet;
- 5) North 22 degrees 05 minutes 13 seconds East, 112.70 feet;
- 6) Along a curve to the right with an arc length of 80.73 feet, a radius of 4236.23 feet, a delta angle of 01 degree 05 minutes 30 seconds and a chord bearing North 07 degrees 43 minutes 15 seconds East, 80.72 feet;
- 7) Along a curve to the right with an arc length of 69.04 feet, a radius of 3123.00 feet, a delta angle of 01 degree 16 minutes 00 seconds and a chord bearing North 08 degrees 54 minutes 00 seconds East, 69.04 feet;
- 8) North 09 degrees 32 minutes 00 seconds East, 229.60 feet;

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**SCHEDULE A –DESCRIPTION – page six of six**

9) North 01 degree 46 minutes 10 seconds East, 162.75 feet;

THENCE North 88 degrees 13 minutes 05 seconds West a distance of 100.00 feet to a point;

THENCE North 01 degree 46 minutes 55 seconds East a distance of 46.00 feet to a point;

THENCE North 87 degrees 23 minutes 21 seconds West a distance of 54.19 feet to the point and place of beginning.

FOR CONVEYANCE ONLY: Premises being known as Old Saw Mill and Stevens Ave Mount Pleasant, New York and designated as Section 116.8 Block 1 Lot 9 as shown on the Westchester County Land and Tax Map.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLE NO. WES- 249533- L

**SCHEDULE B**

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

**DISPOSITION**

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
3. Mortgages returned herewith and set forth herein. ( None)
- 4a. Any state of facts an accurate survey and/or survey inspection of the premises would show.
- 4b. The description contained in Schedule A is not insured without a survey to be made and submitted to the company.
5. A portion of the premises as described in Schedule A appears to be within a wetlands area. These areas are subject to the Freshwater Wetlands Act of the State of New York. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.
7. Rights, if any, of any electric or telephone company to maintain guy wires extending from the premises described in Schedule A to poles located on the roads upon which said premises abut.
8. As to any brooks, streams, ponds or other bodies of water located within or on the premises herein, policy excepts riparian rights of others to use same.
9. Terms, covenants, conditions and agreements contained in a lease made by and between The County of Westchester, as Lessor, and Fareri Associates, L.P., as Lessee, a memorandum of which dated \_\_\_\_\_ was recorded on \_\_\_\_\_ as Control No. \_\_\_\_\_.
10. A copy of the aforementioned lease and any amendments thereto must be submitted to this Company for consideration prior to closing.
11. The original of the lease to be insured or a memorandum thereof must be recorded.
12. A duly acknowledged estoppel certificate is required from the landlord certifying that the lease is in full force and effect and that there is no existing default by the tenant in respect of any of the terms, covenants, conditions and agreements contained in said lease.
13. Proof required that:
  - i. All necessary statutory, legislative and administrative requirements of the County of Westchester, including but not limited to the approval of the County Board of Legislators, to enter into the proposed lease have been complied with, and;

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ii. That all necessary approvals by the County of Westchester to enter into the proposed lease have been requested and granted.

14. Proof that no portion of the premises is a part of a municipal parkland and that no portion of the premises is subject to the public trust doctrine of the State of New York.

NOTE: As to Exceptions 13 and 14 above, for the purposes of the issuance of a policy of title insurance, the Company is relying upon the representations made by the County of Westchester as set forth in Section 16.2 of the proposed lease agreement made by and between The County of Westchester, as Lessor, and Fareri Associates, L.P., as Lessee, that all necessary statutory, legislative and administrative requirements and approvals required by the County of Westchester to enter into the proposed lease have been met.

Additionally, the Company requires an opinion letter from the County Attorney of the County of Westchester that all necessary statutory, legislative and administrative requirements and approvals required by the County of Westchester to enter into the proposed lease have been met.

15. Judgment and lien searches (Westchester County) against **The County of Westchester**, the certified fee owner, show the following returns:

A) Numerous judgments against Westchester County of to be disposed of. (See attached)

16. Federal Tax Lien searches against the name, **The County of Westchester**, the name of the certified fee owner, completed in the Westchester County Clerk's Office disclosed no returns.

17. Uniform Commercial Code Financing Statement searches against the real property described on Schedule A disclosed no returns.

18. Judgment and lien searches (Westchester County) against **Fareri Associates L.P.**, the proposed lessee, show the following returns:

19. Federal Tax Lien searches against the name, **Fareri Associates L.P.**, the name of the proposed lessee, completed in the Westchester County Clerk's Office disclosed no returns.

20. A bankruptcy search was completed in the Office of the Clerk of the United States Bankruptcy Court of the Eastern and Southern Districts of New York, against the name, **Fareri Associates L.P.**, which disclosed no returns.

21. For Information Only: Uniform Commercial Code Financing Statement searches against the name, **Fareri Associates L.P.**, the certified owner, completed in the New York State Secretary of State's Office (as of 7/7/2017) disclosed the following return:

A) Secured Party: Webster Bank, National Association                      Filed: 2/4/2008

Debtor: Fareri Associates L.P.

File No: [200802040097077](#)

401 Columbus Avenue Co., LLC

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- i. 401 Columbus Avenue Co. LLC was released by UCC-3 filed 12/22/2008 as File No. [200812220841671](#).
- ii. Continued by UCC-3 filed 11/28/2012 as File No. [201211280664927](#).

**(See copy annexed)**

**22. Re Fareri Associates, L. P.**

- a) Proof is required of the filing of the Certificate of Limited Partnership pursuant to Partnership Law Section 91 or Section 121-206, whichever applies.
- b) Proof is required of compliance with the publication requirements set forth in Partnership Law Section 91 or Section 121-201, whichever applies.
- c) Consent of the general and limited partners as may be required by the Partnership Agreement and Partnership Law Section 98 or Section 121-403, whichever applies.

23. Premises are not located within a municipal water district. Company is unable to search the records for open water and sewer charges, assessments or hook-up fees. Final water and sewer bills to be presented at closing.

24. With respect to this transaction, the following exceptions must be disposed.

- A) Due to Section 253-b of the Tax Law and Part 404 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York, the Company will require, in order to record the insured deed, that the requisite Section 253-b of the Tax Law certification be duly executed and submitted at closing along with payment of the appropriate mortgage tax if any, where exemption is not claimed and the mortgage tax would otherwise be applicable. Failure to comply will result in the Company excepting all loss, cost, or damage sustained by reason of such noncompliance. (See Section 253-b of the Tax Law and Part 404 of Title 20 N.Y.C.R.R. for complete explanation.)

NOTE: Participation mortgages (where mortgagor and mortgagee enter into a participation agreement, eq.: Equity Source Account Mortgages) do not constitute revolving credit mortgages within the ambit of this exception or Section 253-b of the Tax Law (Chapter 925 of the Laws of 1985.)

- B) The closing instruments should recite the current Tax Map information for the County of Westchester.
- C) Attention is called to the fact that the New York State Board of Equalization and Assessment Real Property Transfer Report #EA-5217(7/95) must be completed in full by the buyer or the buyer's agent and must accompany any conveyance of real property to be recorded. (Note - see back of said form for instructions).
- D) Contract of Sale must be submitted to this company prior to closing.
- E) For Information Only:

"Possible effect of withholding obligation to transferee herein pursuant to Section 1445 of the Internal Revenue Code, as amended, effective January 1,

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1985. See annexed information sheet. This exception will not appear in the title policy, as it represents an obligation against which the policy does not protect."

- F) The closing mortgage(s) or a signed statement attached to such mortgages(s) must contain the following recital:

"The real property (insert here either: "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 1. The New York State Tax Commission has imposed the above requirement. No mortgage will be accepted for recording on or after August 1, 1987 unless the above is complied with.

Note 2. The \$10,000 mortgage exemption clause, (i.e. "The real property is improved or will be improved by a one or two family dwelling or residence") if applicable, and if recited in the mortgage will comply with the above requirement.

- G) NOTE: Company will not accept personal uncertified checks in payment of any of its closing charges or fees in an amount greater than \$1,000.00 nor personal checks of the seller in any amount without prior authorization from an officer of this Company.
- H) In order to record certain conveyances of Real Property or an interest therein (see definition of "conveyance" and "interest in real property" in Section 1401 (e)(f) of the Tax Law) New York State will require the proper execution, and delivery of the combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form T.P. 584) along with the payment of the taxes at time of closing, if any, set forth in said form.
- I) The Recording Office will not accept an assignment of mortgage unless there is set forth in the assignment document, or attached thereto and recorded as part thereof, a statement under oath signed by the mortgagor or any other party to the transaction having knowledge of the facts (provided he asserts such knowledge), " that the assignee is not acting as a nominee of the mortgagor and that the mortgage continues to secure a bona fide obligation".  
This requirement is not applicable to sales of mortgages by lenders trading or selling among themselves in the ordinary course on the secondary market, in such cases such assignments shall contain the statement:  
"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". (See Department of Taxation and Finance clarification memo dated 8/3/8-TS--8-(6.1-R).
- J) Attention is directed to the provisions of Section 1402-a of the Tax Law which provides for additional transfer tax paid by the grantee due upon

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transfer of certain residential real property when the consideration for the transfer is \$1,000,000.00 or more.

25. "Westchester County PREP tax forms (TP-584 and RP-5217) must be created prior to closing and executed prior to or at the closing by the grantor(s) and grantee(s) and submitted to the company closer at closing. Westchester County will not accept signed tax forms that are not created on the PREP system. In the event the PREP tax forms are not created by Old Republic Title then the PREP package must be assigned to Old Republic Title so that Old Republic Title can prepare the recording cover page. The title closer must obtain a copy of the PREP assignment confirmation from the party that prepared the PREP tax forms. Said confirmation can be printed from the PREP system."

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLE NO. WES- 249533- L

**MORTGAGE SCHEDULE**

**(None of Record)**

The herein mortgage(s), unless it is (they are) to be insured, will appear as an exception in our title policy if not satisfied or disposed of. If its status is in any way changed prior to closing, please notify the company. Inasmuch as the provisions of a mortgage are often modified by unrecorded agreements, as since all terms and conditions of the above mortgage are not set forth, we suggest that you contact the mortgagee for further information.

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**TAX SEARCH**

The tax search made herein covers only the premises  
as described, and no search is made against any  
part of the street on which said premises abut.

Some items returned hereon may have been paid but payment not officially posted. Receipted bills should be produced on closing. Policy does not insure against items not a lien up to the date of the policy, nor for installments for assessments due after date of this policy. Policy does not insure against pending assessments.

If premises are benefited by a Real Estate Tax Abatement personal to an exempt owner, additional taxes may accrue or may have accrued due to a change in ownership or possession. Any restored taxes from the date of transfer of title or possession from the exempt owner, must be fixed and paid prior to closing of title.

Policy will except water and sewer rent not entered and/or water and sewer rent entered subsequent to date of last reading.

NOTE: If meter entries herein indicated average or minimum readings, an actual should be obtained prior to closing of title or policy will except any possible charge that an actual reading may disclose.

See Attached -- Page 2

None ordered

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLE NO. WES- 249533- L

**MUNICIPAL, DEPARTMENTAL, INFORMATIONAL 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.

**Municipal Searches**

NY State UCC Search

See herein

**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.**

**New York State Department of State**  
**Uniform Commercial Code**  
Filing Data Report

Please note that this record report has been generated by an independent searcher, using the Department of State's Uniform Commercial Code On-Line Database. This report lists filing records on file as of July 07, 2017, 11:59 PM. However, the information contained in this report is NOT an official record of the Department of State and may contain filings filed after this date.

**Name of Organizaton Searched:**

FARERI ASSOCIATES LP

1. Debtor Names:		<b>FARERI ASSOCIATES, L.P.</b>	<b>2 DEERFIELD DRIVE, GREENWICH, CT 06830, USA</b>			
		<b>401 COLUMBUS AVENUE CO., LLC</b>	<b>2 DEERFIELD DRIVE, GREENWICH, CT 06830, USA</b>			
Secured Party Names:		<b>WEBSTER BANK, NATIONAL ASSOCIATION</b>	<b>145 BANK STREET, WATERBURY, CT 06702, USA</b>			
	<b>File no.</b>	<b>File Date</b>	<b>Lapse Date</b>	<b>Filing Type</b>	<b>Pages</b>	<b>Image</b>
	200802040097077	02/04/2008	02/04/2013	Financing Statement	3	<a href="#">View</a>
	200812220841671	12/22/2008	02/04/2013	Termination	2	<a href="#">View</a>
	201211280664927	11/28/2012	02/04/2018	Continuation	1	<a href="#">View</a>

\* Images marked NA are not available on this webpage.

004535

2008 FEB -4 AM 9:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Suzanne E. Baldasare, Esq.  
 Pepe & Hazard LLP  
 30 Jelliff Lane  
 Southport, CT 06490

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
 FARERI ASSOCIATES, L.P.

OR  
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 2 Deerfield Drive Greenwich CT 06830 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION  
 limited liability company New York

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME  
 401 COLUMBUS AVENUE CO., LLC

OR  
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 2 Deerfield Drive Greenwich CT 06830 USA

ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION  
 limited liability compan New York

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
 WEBSTER BANK, NATIONAL ASSOCIATION

OR  
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 145 Bank Street Waterbury CT 06702 USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedules A and B attached hereto and made a part hereof re: 382 Greenwich Avenue, Greenwich, Connecticut.

To be filed with the New York Secretary of State.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
 27848/225

FILING NUMBER: 200802040097077

**DEBTOR: Fareri Assocaites, LP and 401 Columbus Avenue Co., Inc.**

**SECURED PARTY: Webster Bank, National Association**

**SCHEDULE B  
TO UCC-1 FINANCING STATEMENT**

The Debtor hereby grants to the Secured Party a security interest in and pledges and assigns to the Secured Party the following properties, assets and rights of the Debtor, related to or located in, upon or attached to the premises known as 382 Greenwich Avenue, in the Town of Greenwich, County of Fairfield and State of Connecticut, whether now or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"):

(A) All right, title and interest of Debtor in and to fixtures, machinery, equipment, apparatus, fittings and articles of personal property now or at any time hereafter attached to, stored upon or used in any way in connection with the use, operation and occupation of any part of the real property known as 382 Greenwich Avenue, Greenwich, Connecticut (the "Realty") as more particularly described in Schedule A attached hereto and made a part hereof, as well as those of the foregoing which shall hereafter be installed therein or in any building or buildings now existing or hereafter to be erected on said Realty or any part thereof including without limitation, furnaces, oil burners and other heating equipment, all sinks, tubs, lavatories and other plumbing equipment, lighting, laundry, incinerating and power equipment, engines, pipes, fans, pumps, tanks, boilers, motors, generators, conduits, switchboards, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, incinerating, ventilating, communications apparatus, air cooling and air conditioning apparatus, water heating equipment, elevators, escalators, shades, awnings, screens, storm doors, windows, attached cabinets, partitions, ducts and compressors and appliances, fixtures, appurtenances thereto, and all extensions, renewals or replacements of said items or any of them, or any substitutions for or additions or accessions to any of said items, all of which are hereby declared to be fixtures and an accession to the freehold and a part of the Realty, and are covered by this Mortgage (the "Fixtures"). If the lien of this Mortgage on any of said Fixtures be subject to a conditional Bill of Sale or Chattel Mortgage or other Security Agreement covering such Fixtures, then in the event of any default in this Mortgage all the right, title and interest of Debtor, in and to any and all such Fixtures is hereby assigned to Mortgagee, together with the benefits of any deposits or payments now or hereafter made thereon by Debtor or the predecessors or successors in title of Debtor in any part of said Fixtures; and

(B) All right, title and interest of Debtor in and to all and singular the buildings, improvements, ways, trees, waters, water courses, rights, liberties, privileges, tenements, hereditaments and appurtenances belonging to or in anywise appertaining to any part of said Realty whether or not described in said Schedule A; and

(C) All rents, profits, proceeds and products of and from the Premises (as defined below) and all leases of the Premises or portions thereof, now or hereafter existing, as the same may be extended or renewed, all guarantees and security relating thereto and the present right (whether or not an Event of Default (as defined herein) shall occur and be continuing) to collect and receive all rents, income, and other sums payable or receivable thereunder as rent or otherwise, such as rent, additional rent, damages, insurance payments, taxes, insurance proceeds, condemnation awards, and payments with respect to

options contained therein, and the right to bring proceedings for the enforcement of any lease and to do anything which any lessor is or may become entitled to do thereunder, but this Mortgage shall not impair any obligation of Debtor under any lease nor shall any such obligation be imposed upon Mortgagee; and

(D) All contracts and agreements, licenses, permits and approvals, and warranties and representations, relating to the use, operation, management, construction, repair or service of the Premises (as defined below); and

(E) All funds held by Secure Party as tax or insurance escrow payments; and

(F) All Proceeds relating to all or any portion of the foregoing collateral described in (A) through (E) above, whether such Proceeds take the form of Accounts, Inventory, Instruments (including Promissory Notes), Documents, Chattel Paper, Investment Property, Certificated Securities, Uncertificated Securities, Security Entitlements, General Intangibles, Payment Intangibles, Software, Deposit Accounts, Letter of Credit Rights, Equipment, Farm Products or Fixtures, or otherwise, and all Supporting Obligations relating to any of the foregoing (as each of those capitalized terms is defined in the Connecticut Uniform Commercial Code ("UCC") all in connection with or with respect to the Premises or the Property (as defined below) or arising or constituting Proceeds thereof); and

(G) All insurance proceeds relating to all or any portion of the foregoing collateral described in (A) through (F) above, all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing collateral described in (A) through (F) above, and all awards, damages, proceeds and refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the collateral described in clauses (A) through (F) above.

004535

2009 FEB -4 AM 9:00



048455

2008 DEC 19 AM 9:00

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<b>FARERI ASSOCIATES, LP</b> <b>2 DEARFIELD DR., SUITE 3</b> <b>GREENWICH, CT 06831</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200802040097077	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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- 2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
- 3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
- 4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.
- 5.  **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
  - CHANGE name and/or address:** Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
  - DELETE name:** Give record name to be deleted in item 6a or 6b.
  - ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

OR	6a. ORGANIZATION'S NAME <b>FARERI ASSOCIATES, L.P.</b>				
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	

7. CHANGED (NEW) OR ADDED INFORMATION:

OR	7a. ORGANIZATION'S NAME				
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION		

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

OR	9a. ORGANIZATION'S NAME <b>WEBSTER BANK, NATIONAL ASSOCIATION</b>				
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	

562401

## FILING NUMBER: 200812220841671

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)  
200802040097077

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR WEBSTER BANK, NATIONAL ASSOCIATION

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME. SUFFIX

13. Use this space for additional information

ADDITIONAL DEBTOR BEING RELEASED:  
401 COLUMBUS AVENUE CO., LLC

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

048455

2008 DEC 29 AM 9:00

117986

2012 NOV 28 AM 9:00

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 7995 WEBSTER BANK

CT Lien Solutions	35777336
P.O. Box 29071	
Glendale, CA 91209-9071	NYNY

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
200802040097077 04-FEB-2008 SS NY

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  **DELETE** name: Give record name to be deleted in item 6a or 6b.  **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
WEBSTER BANK, NATIONAL ASSOCIATION

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**  
35777336 Debtor Name: 401 COLUMBUS AVENUE CO., LLC

## Judgment Details

Index Number 8108-04 [View Filings](#)

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Defendant WESTCHESTER COUNTY OF  
Defendant Address 148 MARTINE AVE  
WHITE PLAI NY 10601  
Plaintiff MEDLEY SHEQUELA  
Plaintiff Address 33 LINCOLN TERRACE  
YONKERS NY 10701

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Judgment Amount \$1754.00  
Attorneys MARTINO & WEISS  
22 W 1ST ST #306  
MT VERNON NY 0

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Docketed 2007/03/07 04:23 PM  
When perfected 2007/03/07 04:23 PM  
Where perfected WESTCHESTER SUPREME  
Transcript filed in

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Date/time filed 2007/03/07 04:23 PM

## Judgment Details

Index Number 13146-03 [View Filings](#)

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Defendant WESTCHESTER COUNTY OF  
Defendant Address C/O 148 MARTINE AVE  
WHITE PLAI NY 10601  
Defendant MANULI PHILIP J  
Defendant Address C/O 148 MARTNE AVE  
WHITE PLAI NY 10601  
Plaintiff MARTINEZ PAULA  
Plaintiff Address 185 NW 13TH AVE 125  
MIAMI FL 33125

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Judgment Amount \$26753.42  
Attorneys ARKADY FREKHTMAN  
60 BAY 26TH ST  
BROOKLYN NY 11214

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Docketed 2007/09/12 11:22 AM  
When perfected 2007/09/12 11:22 AM  
Where perfected WESTCHESTER SUPREME  
Transcript filed in

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Date/time filed 2007/09/12 11:22 AM

## Judgment Details

Index Number 15747-07 [View Filings](#)

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Defendant WESTCHESTER COUNTY OF  
Defendant Address 148 MARTINE AVE  
WHITE PLAI NY 10601

Plaintiff UNITED STATES FIDELITY & GUARANTY C  
Plaintiff Address 111 SCHILLING RD  
HUNT VALLE MD 21031

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Judgment Amount \$424568.43  
Attorneys WESTERMANN HAMILTON SHEEHY AYDELOTT  
222 BLOOMINGDALE RD  
WHITE PLAI NY 0

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Docketed 2008/05/29 10:47 AM  
When perfected 2008/05/29 10:47 AM  
Where perfected WESTCHESTER SUPREME  
Transcript filed in

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Date/time filed 2008/05/29 10:47 AM

## Judgment Details

Index Number 2487-06 [View Filings](#)

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Defendant	WESTCHESTER COUNTY DEPARTMENT OF PARKS R
Defendant Address	148 MARTINE AVE WHITE PLAI NY 10601
Defendant	WESTCHESTER COUNTY DEPARTMENT OF PUBLIC
Defendant Address	148 MARTINE AVE WHITE PLAI NY 10601
Defendant	WESTCHESTER COUNTY OF
Defendant Address	148 MARTINE AVE WHITE PLAI NY 10601
Plaintiff	GOMEZ VALERIE
Plaintiff Address	32 PARK RD IRVINGTON NY 10533

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Judgment Amount	\$5947.19
Attorneys	WESTCHESTER COUNTY ATTORNEY 148 MARTINE AVE WHITE PLAI NY 10601

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Docketed	2008/07/17 02:31 PM
When perfected	2008/07/17 02:31 PM
Where perfected	WESTCHESTER SUPREME
Transcript filed in	

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Date/time filed	2008/07/17 02:31 PM
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## Judgment Details

Index Number 419-05 [View Filings](#)

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Defendant	WESTCHESTER COUNTY OF
Defendant Address	148 MARTINE AVE WHITE PLAI NY 0
Defendant	LIBERTY LINES TRANSIT
Defendant Address	475 SAW MILL RIVER R YONKERS NY
Defendant	KING ROBBIE P
Defendant Address	620-8 BAYCHESTER AVE N TARRYTOW NY
Plaintiff	STEWART BEULAH
Plaintiff Address	2955 WHITE PLAINS RD BRONX NY 0

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Judgment Amount	\$16478.00
Attorneys	DAVID HOROWITZ P C CO 2955 WHITE PLAINS BRONX NY 0

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Docketed	2009/08/06 09:36 AM
When perfected	2009/08/06 09:36 AM
Where perfected	WESTCHESTER SUPREME
Transcript filed in	

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Date/time filed	2009/08/06 09:36 AM
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## Judgment Details

Index Number 418-05 [View Filings](#)

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Defendant	WESTCHESTER COUNTY OF
Defendant Address	148 MARTINE AVE WHITE PLAI NY 0
Defendant	LIBERTY LINES TRANSIT
Defendant Address	475 SAW MILL RIVER R YONKERS NY
Defendant	KING ROBBIE P
Defendant Address	620-8 BAYCHESTER AVE N TARRYTOWN NY
Plaintiff	MARTINEZ STELLA
Plaintiff Address	1269 GRAND CONCOURSE BRONX NY 0

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Judgment Amount	\$41727.50
Attorneys	DAVID HOROWITZ P C 276 FIFTH AVE SU 405 NEW YORK NY 10001

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Docketed	2009/10/19 08:00 AM
When perfected	2009/10/19 08:00 AM
Where perfected	WESTCHESTER SUPREME
Transcript filed in	

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Date/time filed	2009/10/19 08:00 AM
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## Judgment Details

Index Number 16573-08 [View Filings](#)


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Defendant	WESTCHESTER COUNTY OF
Defendant Address	CO ATTY 1221 AVE OF NEW YORK NY 10020
Defendant	WESTCHESTER COUNTY DEPARTMENT OF TRANSPOR
Defendant Address	CO ATTY 30 AVE B NEW YORK NY 10009
Defendant	WESTCHESTER COUNTY DEPARTMENT OF SANITAT
Defendant Address	CO ATTY 30 AVE B NEW YORK NY 10009
Defendant	GILLMAN DELWIN
Defendant Address	CO ATTY 30 AVE B NEW YORK NY 10009
Defendant	LIBERTY LINES
Defendant Address	CO ATTY 30 AVE B NEW YORK NY 10009
Plaintiff	PACE-MIRAGLIA CAMILLE
Plaintiff Address	CO ATTY 30 AVE B 1ST NEW YORK NY 10009

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Judgment Amount	\$164393.05
Attorneys	HOFFMAIER & HOFFMAIER P C 30 AVE B 1ST FL NEW YORK NY 10009

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Docketed	2011/04/28 01:57 PM
When perfected	2011/04/28 01:57 PM
Where perfected	WESTCHESTER SUPREME
Transcript filed in	

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Date/time filed	2011/04/28 01:57 PM
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## Judgment Details

Index Number 70017-12 [View Filings](#)

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Defendant WESTCHESTER COUNTY OF  
Defendant Address 148 MARTINE AVE ROOM 720  
WHITE PLAINS NY 10601

Plaintiff ANDRUS STEPHEN G  
Plaintiff Address 210 WESTCHESTER AVE  
WHITE PLAINS NY 10604

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Judgment Amount \$64.11  
Attorneys ASYA DOMASHITSKY  
CO 210 WESTCHESTER AVE  
WHITE PLAINS NY 10604

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Docketed 2012/12/05 09:09 AM  
When perfected 2012/12/05 09:09 AM  
Where perfected Westchester Supreme  
Transcript filed in

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Date/time filed 2012/12/05 09:09 AM

## Judgment Details

Index Number 21986-05 [View Filings](#)

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Defendant	WESTCHESTER COUNTY OF
Defendant Address	148 MARTINE AVE WHITE PLAI NY 10601
Defendant	LIBERTY TRANSIT LINES
Defendant Address	475 SAW MILL RIVER R YONKERS NY
Defendant	BENNETT CHARLES
Defendant Address	487 E 5TH ST MT VERNON NY
Plaintiff	BALONE ROBERT
Plaintiff Address	78 HAMILTON AVE YONKERS NY 0

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Judgment Amount	\$869317.65
Attorneys	POLLACK POLLACK ISAAC & DECICCO 225 BROADWAY SU 307 NEW YORK NY 10007

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Docketed	2013/03/01 01:09 PM
When perfected	2013/03/01 01:09 PM
Where perfected	WESTCHESTER SUPREME
Transcript filed in	

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Date/time filed	2013/03/01 01:09 PM
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## Judgment Details

Index Number 6531-09 [View Filings](#)

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Defendant	LIBERTY LINES TRANSIT INC
Defendant Address	475 SAW MILL RIVER R YONKERS NY 10703
Defendant	WESTCHESTER COUNTY OF
Defendant Address	148 MARTINE AVE WHITE PLAI NY 10601
Defendant	WESTCHESTER COUNTY DEPARTMENT OF TRANSPOR
Defendant Address	100 EAST FIRST ST MT VERNON NY 10550
Plaintiff	MCDONALD BERTHA
Plaintiff Address	641 EAST 225TH ST BRONX NY 10466

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Judgment Amount	\$52809.67
Attorneys	MARK B RUBIN P C 3413 WHITE PLAINS RD BRONX NY 10467

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Docketed	2013/08/29 03:28 PM
When perfected	2013/08/29 03:28 PM
Where perfected	WESTCHESTER SUPREME
Transcript filed in	

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Date/time filed	2013/08/29 03:28 PM
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## Judgment Details

Index Number 57512-11 [View Filings](#)

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Defendant	WESTCHESTER COUNTY OF
Defendant Address	148 MARTINE AVE WHITE PLAINS NY 10601
Defendant	LIBERTY LINES TRANSIT INC
Defendant Address	148 MARTINE AVE WHITE PLAINS NY 10601
Defendant	DOE JOHN
Defendant Address	148 MARTINE AVE WHITE PLAINS NY 10601
Plaintiff	ROURKE LISA
Plaintiff Address	22V SCENIC DRIVE CROTON ON HDSN NY 10520

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Judgment Amount	\$41858.29
Attorneys	BIRBROWER LAW FIRM P C ONE PARK PLACE STE 200 PEEKSKILL NY 10566

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Docketed	2014/09/19 11:33 AM
When perfected	2014/09/19 11:33 AM
Where perfected	Westchester Supreme
Transcript filed in	

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Date/time filed	2014/09/19 11:33 AM
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## Judgment Details

Index Number 59277-16 [View Filings](#)

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Defendant WESTCHESTER COUNTY OF  
Defendant Address 148 MARTINE AVE ROOM 720  
WHITE PLAINS NY 10601

Plaintiff BANK MICHAEL J  
Plaintiff Address PO BOX 358  
PARAMUS NY 07653

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Judgment Amount \$57.55  
Attorneys ASYA DOMASHITSKY  
XXX  
XXX NY XXX

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Docketed 2016/07/07 12:00 PM  
When perfected 2016/07/07 12:00 PM  
Where perfected Westchester Supreme  
Transcript filed in

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Date/time filed 2016/07/07 12:00 PM

## Judgment Details

Index Number 59276-16 [View Filings](#)

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Defendant WESTCHESTER COUNTY OF  
Defendant Address 148 MARTINE AVE  
WHITE PLAINS NY 10601  
Plaintiff BANK MICHAEL J  
Plaintiff Address PO BOX 358  
PARAMUS NY 07653

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Judgment Amount \$621.13  
Attorneys ASYA DOMASHITSKY  
XXX  
XXX NY XXX

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Docketed 2016/07/07 12:00 PM  
When perfected 2016/07/07 12:00 PM  
Where perfected Westchester Supreme  
Transcript filed in

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Date/time filed 2016/07/07 12:00 PM



23 minutes east 484.13 feet; south 66 degrees 59 minutes 20 seconds east 122.02 feet; south 66 degrees 09 minutes 30 seconds east 529.72 feet to land now or formerly of James McCullough; thence along the westerly boundary line of said lands of McCullough and along a stone wall forming the boundary line between said lands and the premises herein described, the following courses and distances: North 12 degrees 54 minutes 50 seconds west 1023.37 feet; north 13 degrees 11 minutes 40 seconds west 273.03 feet to land now or formerly of D.W. Rohde; thence along said lands and along a stone wall forming the boundary line between said lands and the premises herein described, the following courses and distances: North 12 degrees 37 minutes 30 seconds west 362.73 feet; North 12 degrees 55 minutes 30 seconds west 666.46 feet; north 13 degrees 03 minutes 10 seconds west 387.96 feet; North 14 degrees 11 minutes 40 seconds west 311.26 feet; north 7 degrees 02 minutes 20 seconds east 57.58 feet; North 7 degrees 58 minutes 10 seconds east 9.65 feet; north 34 degrees 36 minutes 40 seconds west 79.19 feet; North 71 degrees 19 minutes 20 seconds west 54.47 feet; north 48 degrees 25 minutes 10 seconds west 36.39 feet; north 29 degrees 43 minutes 10 seconds west 29.57 feet; north 3 degrees 18 minutes 30 seconds east 50.33 feet crossing a brook and to the road or highway known as the Upper Cross Road; thence along said road and still along a stone wall north 29 degrees 32 minutes 50 seconds west 57.07 feet; thence north 21 degrees 54 minutes west 127.15 feet; north 56 degrees 01 minute 40 seconds west 26.60 feet; thence north 79 degrees 13 minutes 20 seconds west 48.03 feet to the State and County Highway hereinbefore mentioned; thence along said Highway and along a stone wall the following courses and distances: South 60 degrees 51 minutes 20 seconds west 286.39 feet; thence south 56 degrees 55 minutes 40 seconds west 190.67 feet to the point or place of beginning. Containing 69.59 acres, more or less.

Together with all the right, title and interest of the parties of the first part, of, in and to the land lying in the roads adjoining the premises to the centre line of said roads.

Being the same premises conveyed to Eleanor B. Smith by deed recorded in the office of the Register of Westchester County in Liber 2324 of deeds page 173 on August 29, 1921.

And being the same premises conveyed by said Eleanor B. Smith to John J. Dietz, one of the parties of the first part hereto, by deed dated June 30, 1926 and recorded July 3, 1926 in Liber 2678 of deeds page 455 in the Office of the Register of Westchester County.

ALSO ALL that lot of land in the Town of Mount Pleasant, County of Westchester and State of New York, with the buildings and improvements thereon, bounded and described as follows:

BEGINNING at a point on the westerly side of Bradhurst Avenue (or Maple Avenue) where same intersects the South-erly side of Stevens Avenue; thence running by and along the Southerly side of Stevens Avenue the following courses and distances: North 79° 06' 20" West 318.24 feet, North 77° 16' 35" West 163.00 feet, North 79° 19' 05" West 225.18 feet, North 78° 07' 00" West 340.87 feet, North 69° 19' 10" West 19.40 feet, North 86° 45' 55" West 42.22 feet, North 74° 39' 15" West 92.55 feet to a point and thence leaving Stevens Avenue and running North 83° 06' 45" West 47.03 feet, North 76° 19' 50" West 168.08 feet to a corner; thence South 14° 05' 50" East 312.18 feet, South 12° 29' 10" East 485.84 feet, South 18° 51' 20" East 49.01 feet, South 5° 43' 40" East 21.74 feet, South 13° 07' 40" East 146.02 feet, South 5° 50' 40" East 22.20 feet, South 12° 57' 00" East 643.28 feet, South 10° 20' 20" East 85.09 feet, South 13° 29' 00" East 225.01 feet, South 8° 47' 40" East 67.17 feet, South 13° 20' 40" East 208.06 feet to a corner and lands now or formerly of Kessman; thence along the lands now or formerly of Kessman the following courses and distances: South 85° 59' 00" East 314.33 feet, South 85° 40' 40" East 336.01 feet, South 88° 58' 40" East 68.88 feet to the Westerly side of Bradhurst Avenue; thence along the aforesaid Bradhurst Avenue the following courses and distances: North 5° 32' 20" East 414.11 feet, North 4° 18' 25" East 200.00 feet, North 3° 22' 20" East 601.01 feet, North 5° 44' 30" East 130.35 feet, North 5° 42' 30" East 631.58 to the point and place of beginning.

CONTAINING 49.403 acres more or less.

BEING the same premises conveyed by Addie L. Van Tassell to Diedrich W. Rohde by deed dated July 3, 1906, and recorded in the office of the Register of Westchester County in Liber 1760 of Deeds, page 415.

AND BEING the same premises conveyed by the executors of Diedrich W. Rohde, deceased, to John J. Dietz, one of the parties of the first part hereto, by deed dated October 8, 1926, and recorded November 27, 1926, in Liber 2721 of Deeds, page 345 in the office of the Register of Westchester County.

EXCEPTING from either of the above parcels any land heretofore taken by the State of New York, County of Westchester, or any municipality for highway purposes.

together with the appurtenances and all the estate and rights of the parties 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, its successor, successors

and assigns forever.

And said parties of the first part

covenant as follows:

FIRST, That said parties of the first part are

seized of the said premises in fee simple, and have good right to convey the same;

SECOND. That the party of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from encumbrances.

FOURTH. That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. That said John J. Dietz, one of the parties of the first part

will forever warrant the title to the said premises.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of

*[Signature]*

*John J. Dietz* (L.S.)

*Grace J. Dietz* (L.S.)

State of New York  
COUNTY OF Westchester

} ss.:

On the 19<sup>th</sup> day of June nineteen hundred and thirty, before me came JOHN J. DIETZ and GRACE A. DIETZ, his wife,

to me known to be the individuals described in, and who executed, the foregoing instrument and acknowledged that they executed the same.

*[Signature]*  
Notary Public,  
Westchester County.

State of

} ss.:

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the Town of MOUNT PLEASANT in the County of Westchester, N. Y. A true copy of the original DEED RECORDED June 19, 1930, at 3:50 P. M. at request of LAW. TITLE & GUARANTY CO. FEE: \$ EXEMPT No. 24347 ARTHUR S. MAUDLIN, Register.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.  
You may review a copy of the arbitration rules at: <http://www.alta.org/>.