



Department of  
Environmental  
Conservation

## BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site?  Yes  No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

- Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]
- Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]
- Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.
- Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

Current Volunteer Cottage International Development Group LLC is no longer the developer of the site. A new owner, 1219 Yonkers Ave LLC, which recently acquired the BCP site, is willing to assume responsibility under the BCA to perform the required investigation and remediation of the BCP site. The current volunteer will be substituted with 1219 Yonkers Ave LLC on the BCA, which will assume the volunteer's role in the BCA.

#### VOLUNTEER CERTIFICATION

The Requestor certifies it is a Volunteer since it is a party that took ownership of the Site after the disposal; and further certifies that the Requestor has exercised appropriate care with respect to the hazardous material found at the facility by taking reasonable steps to secure and maintain the Site; and by agreeing to assume responsibility for the Site demolition, investigation and remediation to address on-Site contamination through the BCP and assumption of the existing BCA. Toward this end, the Requestor has already prepared an Interim Remedial Measure and Remedial Investigation Work Plan. The Requestor also recently performed a drum removal operations associated with drums abandoned on the site.

**\*Please refer to the attached instructions for guidance on filling out this application\***

Section I. Existing Application Information		
BCP SITE NAME: Kimball Gardens		BCP SITE NUMBER: C360141
NAME OF CURRENT APPLICANT(S): Cottage International Development Group LLC		
INDEX NUMBER OF EXISTING AGREEMENT: c360141-07		DATE OF EXISTING AGREEMENT: 8/29/14
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME 1219 Yonkers Ave LLC		
ADDRESS c/o Titan Capital, 845 Third Ave., 20th Floor		
CITY/TOWN New York, NY		ZIP CODE 10023
PHONE 212-888-0004	FAX NA	E-MAIL david@titancapital.com
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.</li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE David Saferstein		
ADDRESS 1219 Yonkers Ave LLC c/o Titan Capital 845 Third Ave., 20th Floor		
CITY/TOWN New York, NY		ZIP CODE 10023
PHONE 212-888-0004	FAX NA	E-MAIL david@titancapital.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Paulus Sokolowski & Sartor (PS&S)		
ADDRESS c/o Janos Szeman, PE 55 Main Street, 3rd Floor		
CITY/TOWN Yonkers, NY		ZIP CODE 10701
PHONE 732-584-0437	FAX 732-271-4890	E-MAIL jszeman@psands.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Linda Shaw, Esq.		
ADDRESS Knauf Shaw LLP, 1400 Crossroads Building, 2 State Street		
CITY/TOWN Rochester, NY		ZIP CODE 14614
PHONE 585-546-8430	FAX 585-546-4324	E-MAIL lshaw@nyenvlaw.com
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant:		
Requestor has no relationship to the existing applicant. Requestor acquired the property in a foreclosure sale not directly from the existing applicant.		

**Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)**

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

**Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)**

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site?  Yes  No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?  Yes  No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site?  Yes  No  
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment.  Yes  No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information.  Yes  No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?  Yes  No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?  Yes  No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?  Yes  No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?  Yes  No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?  Yes  No
11. Have all known bulk storage tanks on-site been registered with DEC?  Yes  No



THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

**PARTICIPANT**  
 A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

**VOLUNTEER**  
 A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Requestor's Relationship to Property (check one):

Prior Owner  Current Owner  Potential /Future Purchaser  Other \_\_\_\_\_

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached?  Yes  No

**Note: a purchase contract does not suffice as proof of access.**

**Section V. Property description and description of changes/additions/reductions (if applicable)**

ADDRESS					
CITY/TOWN				ZIP CODE	
TAX BLOCK AND LOT (TBL) (in existing agreement )					
Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

Check appropriate boxes below:

- Changes to metes and bounds description or TBL correction
- Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: \_\_\_\_\_

**ADDITIONAL PARCELS:**

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

- Reduction of property

Approximate acreage removed: \_\_\_\_\_

**PARCELS REMOVED:**

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

**Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.**

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From 6 NYCRR 375- 3.2(a) as of July 1, 2015:</b></p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, that sets affordable units aside for tenants at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	


**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**

Existing Agreement Information	
BCP SITE NAME: Kimball Gardens	BCP SITE NUMBER: C360141
NAME OF CURRENT APPLICANT(S): Cottage International Development Group LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360141-07-14	
EFFECTIVE DATE OF EXISTING AGREEMENT: 8/29/14	

**Declaration of Amendment:**

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Member</u>) of (entity <u>1219 Yonkers Ave LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>6/2/2016</u> Signature: </p> <p>Print Name: <u>Dave Saferstein</u></p>



**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

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

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am Managing Member (title) of Cottage International Development Group LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Thomas Conneally's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/6/16 Signature: 

Print Name: Thomas Conneally

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: August 29, 2014

Signature by the Department:

DATED:

JUN 28 2016

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:   
\_\_\_\_\_  
Robert W. Schick, P.E., Director  
Division of Environmental Remediation



**SUBMITTAL INFORMATION:**

- **Two (2) copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:**

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233-7020

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**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_



May 18, 2016

**VIA FEDEX**

Site Control Section  
Attn: Bernadette Anderson  
New York State Division of Environmental Conservation  
625 Broadway, 11th Floor  
Albany, NY 12233-7020

**RE: Revised BCA Amendment & Change of Party Form  
1219 Yonkers Ave LLC  
Kimball Gardens BCP Site #C360141  
1209, 1213, and 1217 Yonkers Avenue and 445, 447, 449, and 453 Bronx  
River Road, Yonkers, Westchester County, NY**

Dear Ms. Lewandowski and Ms. Rusinko:

In response to your May 12, 2016 comment letter, enclosed please find a revised Brownfield Cleanup Agreement (“BCA”) Amendment Application and Change of Party Application with support documentation for Requestor, 1219 Yonkers Ave LLC, in relation to the aforementioned Site, in both electronic and hardcopy form. This letter outlines the revisions that have been made, and provides answers to the questions you asked, and information that you have requested.

- The Word “Substitute” has now been checked on the first page of the BCA Amendment Application, rather than “Add” and “Remove”.
- The names of all members/owners of the new Requestor 1219 Yonkers Ave LLC are:
  - Titan Yonkers LLC - 50% Owner, Dave Saferstein Co-Manager Member
  - WA Special 8 LLC - 50% Owner, Kit McQuiston, Co-Manager Member
- A certified statement has been added to the BCA Amendment Application describing why the New Requestor should be considered a volunteer, including the appropriate care taken.

- The Written Consent now includes the correct Site name and does not include Block 6383, Lot 14 (1221 Yonkers Avenue) which is not part of the existing Brownfield Cleanup Program (“BCP”) Site. *See* Exhibit A. However, the Interim Remedial Measure and Remedial Investigation Work Plan (“IRM/RIWP”) does include this Site in order to determine if this parcel, which is directly in the center of the BCP Site, and which has a history of dry cleaning, should be added to the BCP Site.
- The Written Consent, authorizing Mr. Saferstein to bind the Requestor, now includes the other 50% member authorizing Mr. Saferstein to sign all BCP documents. *See* attached Written Consent in Exhibit A.
- There are discrepancies between the tax parcels identified in the BCA for the subject Site and those described in the deeds included with the amendment application. *See* Exhibits C, E, F, and H. The discrepancies are a result of both errors in the deeds and reliance on historic tax map lot numbers, not the description on the BCA. These discrepancies are described below.

#### **Discrepancies between the Historic Official Tax map and Westchester County GIS Tax Map**

Per the BCA, the parcels comprising the site are: Block 6383, Lots 6, 8, 9, 10, 15.16, 17.18 and 19.20. These tax parcels correspond to the Westchester County GIS Tax Map (“GIS Tax Map”) updated in 2013 and attached hereto in Exhibit B. The official Yonkers Tax Map, last updated in 1954 (“Historic Tax Map”), which is also included in Exhibit B, lists the tax parcels as: 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, and 20. The GIS Tax Map reflects the tax block and lot consolidations that have occurred since the last update to the Historic Tax Map.

The addresses also historically overlapped. The current 1209 Yonkers Avenue, Lots 19.20, historically consisted of three addresses—1207, 1209 and 1211 Yonkers Avenue—and Lots 20 and 19 were separate lots on the Historic Tax Map. 1207 Yonkers Avenue housed the Tivey’s dry cleaner operation and was merged into 1209 Yonkers Avenue prior to the most recent edit to the official tax map. Historically, 1217 Yonkers Avenue, Lots 15.16, consisted of two addresses—1217 and 1219 Yonkers Avenue—and Lots 15 and 16 were separate lots on the Historic Tax Map. 1213 Yonkers Avenue, Lots 17.18, consisted of two addresses—1213 and 1215 Yonkers Avenue—and Lots 17 and 18 were separate lots on the Historic Tax Map. In addition, 453 Bronx River Road, Lot 6, consisted of two addresses—451 and 453 Bronx River Road—and Lots 6 and 7 were separate lots on the Historic Tax Map.

The following chart summarizes the different tax lot numbers between the historic tax map and the new GIS Tax Map and the different addresses that the tax lots have been named:





**BCP Site Parcel Information**

<b>Current Parcel Address</b>	<b>Historic Parcel Addresses</b>	<b>Section</b>	<b>Block</b>	<b>Current GIS Tax Map Lot</b>	<b>Historic Tax Map Lot</b>
1209 Yonkers Avenue	1207 Yonkers Avenue; 1209 Yonkers Avenue; 1211 Yonkers Avenue	6	6383	19.20	19, 20
1213 Yonkers Avenue	1213 Yonkers Avenue; 1215 Yonkers Avenue	6	6383	17.18	17, 18
1217 Yonkers Avenue	1217 Yonkers Avenue; 1219 Yonkers Avenue	6	6383	15.16	15, 16
445 Bronx River Road	445 Bronx River Road	6	6383	10	10
447 Bronx River Road	447 Bronx River Road	6	6383	9	9
449 Bronx River Road	449 Bronx River Road	6	6383	8	8
453 Bronx River Road	453 Bronx River Road; 451 Bronx River Road	6	6383	6	6, 7

**Deed Discrepancies:** On May 22, 2015, Cathay Bank’s referee held a public auction and Titan Yonkers LLC (“Titan”) was the winning bidder of seven lots—6, 9, 10, 14, 17.18, 19.20, and 38—previously owned by Blue Real Estate Holdings, LLC. *See* Exhibit C, Referee’s Deed. Two of the lots conveyed during this transfer—1221 Yonkers Avenue (Lot 14) and 1210 Yonkers Avenue (Lot 38), are not currently part of the BCP Site, although 1221 Yonkers Avenue, a former dry cleaning station, will be investigated in the IRM/RIWP. 1210 Yonkers Ave is across the street from the Site and is not known to be a brownfield, nor is it anticipated to be part of this project.

The Deed lists 445 Bronx River Road, Lot 10 with the description of Lot 9 (“445-447 Bronx River Road, Yonkers, New York 10704 (Tax Map Designation: Section 6, Block 6383, Lots 9 and 10”). *See* Exhibit C. Lot 9 and Lot 10 have not been consolidated, and should be listed as separate addresses, 445 Bronx River Road and 447 Bronx River Road, and lots (Lot 9 and Lot 10) as described in the above chart and in the BCA.

Nevertheless, an “Amendment to modify description of the properties listed in the Brownfield Cleanup Agreement” is not required because the BCA accurately identified the current tax ID numbers reflected in the current GIS tax map.

- With respect to Site ownership, you are correct that according to the BCA and deeds included with the application, Cottage International Development Group, LLC (“CIDG”) never owned the Site parcels, *see* Original BCP Application, although Blue Real Estate Holdings did own five of the seven Site parcels (Lots 6, 9, 10, 17.18, and 19.20), *see* Exhibit C, and CIDG owned Blue Real Estate Holdings, LLC in its entirety. Titan Yonkers LLC eventually took ownership to these five parcels and transferred to 1219 Yonkers Ave LLC.

CIDG or Blue Real Estate Holdings never took ownership of Lot 15.16 or Lot 8. Chiu Sam Chin Kwan owned Lot 8, before Titan Yonkers LLC took ownership, *see* Exhibit E, eventually transferring to 1219 Yonkers Ave LLC, *see* Exhibit H. Curban Realty Corp owned Lot 15.16, *see* Exhibit F, before WA Special 8 LLC took ownership eventually transferring to 1219 Yonkers Ave LLC, *see* Exhibit H.

The BCA Amendment Application and Change of Use form have been corrected to state that previous Volunteer CIDG was the previous developer of the site parcels, not the developer and owner. The Change of Use form has been corrected and documentation of the change in ownership from Curban Realty Corp to WA Special 8 LLC and from Chiu Sam Chin Kwan to Titan is attached to this letter, *see* Exhibits E and F, and described below in the summary of site ownership changes.

### **Summary of Site Ownership Changes**

As mentioned above, on May 22, 2015, Cathay Bank’s referee held a public auction and Titan was the winning bidder of the seven lots—9, 10, 6, 19.20, 38, 17.18, and 14—previously owned by Blue Real Estate Holdings, LLC, five of which are part of the Site (6, 9, 10, 17.18, and 19.20). *See* Exhibit C, Referee’s Deed. As disclosed in the BCP Application for this Site, Blue Real Estate Holdings, LLC was owned in its entirety by Cottage International Development Group, LLC (“CIDG”), the prior Requestor. CIDG is solely owned by member Thomas Conneally.

In 2013, a year prior to submission of the BCP Application, Cathay Bank, which had provided a mortgage to Blue Real Estate Holdings LLC, had already commenced a foreclosure action against Blue Real Estate Holdings LLC. *See* Exhibit D, Cathay Bank Terms of Sale. Titan was not put on notice of the existence of the BCA at the auction. *Id.* The closing on these lots did not take place until one month later on July 22, 2015.

Titan attempted to purchase the other two critical lots, 449 Bronx River Road (Lot 8) and 1217 Yonkers Avenue (Lot 15.16), in order to complete the Site assemblage. On August 26, 2015, Titan was able to purchase 449 Bronx River Road (Lot 8) from Chiu Sam Chin Kwan, *see* Exhibit E, Deed, but WA Special 8 LLC had already purchased 1217 Yonkers Avenue (Lot 15.16) from Curban Realty Corp on June 24, 2015. *See* Exhibit F, Deed.



Since 1217 Yonkers Avenue (Lot 15.16) was a crucial parcel in the assemblage, Titan approached WA Special 8 LLC to buy 1217 Yonkers Avenue (Lot 15.16). The two LLCs decided to partner on the project instead, forming 1219 Yonkers Ave LLC on October 28, 2015. *See* Exhibit G, Department of State Entity Information for 1219 Yonkers Ave LLC. On November 23, 2015, WA Special 8 LLC contributed 1217 Yonkers Avenue (Lot 15.16), and Titan contributed the remaining six parcels to the final Site assemblage (6, 8, 9, 10, 17.18, and 19.20). *See* Exhibit H, Deeds.

- Please see the revised New Requestor entity signature pages.
- Finally, in Section IV of the BCA Amendment Application, the answer “yes” to #11 is now the same in both the hardcopy and the electronic copy.

For the convenience of Site Control, we have included a single PDF of the entire BCP Application, “Complete App Package PDF,” as well as the individual application files. Finally, the new Requestor has enclosed an IRM/RIWP since the Requestor plans to start the work as quickly as possible. We respectfully request that the IRM/RIWP be reviewed as quickly as possible since this is an active BCP project.

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,

**KNAUF SHAW LLP**

A handwritten signature in black ink that reads "Linda R. Shaw".

LINDA R. SHAW

Encl.

cc: David Saferstein  
Kit McQuiston  
Larry Schnapf, Esq.



# **EXHIBIT A**

**WRITTEN CONSENT**

The undersigned, being a fifty (50%) Member of 1219 Yonkers Ave LLC, does hereby certify as follows:

1. 1219 Yonkers Ave LLC is the owner and prospective volunteer for the Kimball Gardens BCP Site located at 1209, 1213, and 1217 Yonkers Ave and 445, 447, 449 and 453 Bronx River Road, Yonkers, New York (the "Site");
2. The members of 1219 Yonkers Ave LLC are:
  - a. Titan Yonkers LLC – 50% Owner, Dave Saferstein Co-Manager Member
  - b. WA Special 8 LLC - 50% Owner, Kit McQuiston, Co-Manager Member
3. The following person, Dave Saferstein, as a Managing Member of 50% Owner Titan Yonkers LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of 1219 Yonkers Ave LLC, holding the office position in 1219 Yonkers Ave LLC indicated opposite his respective name:

Officer

Office Position

Dave Saferstein

Co-Manager Member of 1219 Yonkers Ave LLC

IN WITNESS WHEREOF, the undersigned has executed the Certificate on this 16<sup>th</sup> day of May 2016.



Kit McQuiston, Co-Manager

WA Special 8 LLC

Member of 1219 Yonkers Ave LLC

# **EXHIBIT B**



# Tax Map

**Kimball Gardens Site, BCP Site No. C360141**

1209, 1213, and 1217 Yonkers Avenue, and 445, 447, 449, and 453 Bronx River Road, City of Yonkers, Westchester County, New York

**Source:** Westchester County Clerk

All feature locations are approximate. This map is intended as a schematic to be used in conjunction with associated Application and Support Information, and should not be relied upon as a survey for planning and other activities.

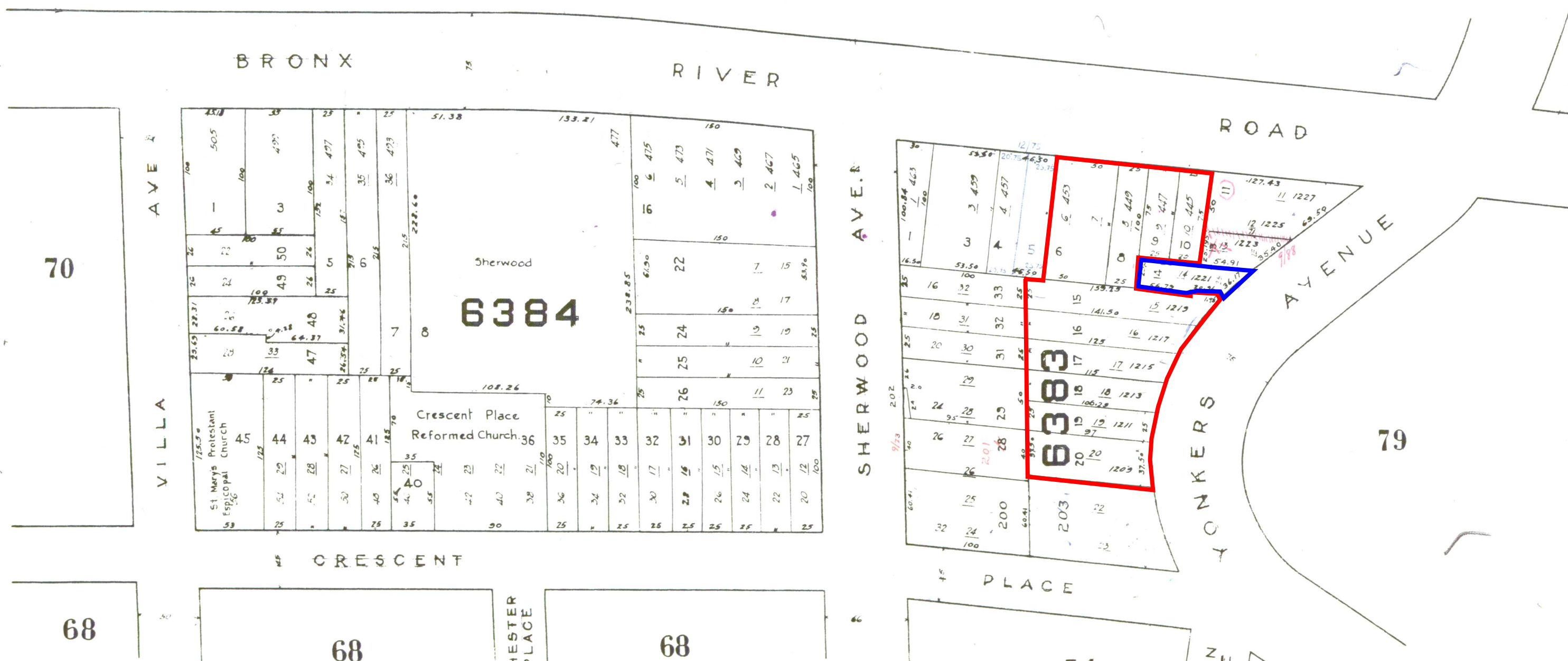
**Legend:**

- Site Property Boundary
- 1221 Yonkers Avenue, parcel undergoing investigation to be potentially added to Site



71

46



70

79

68

68

68

54

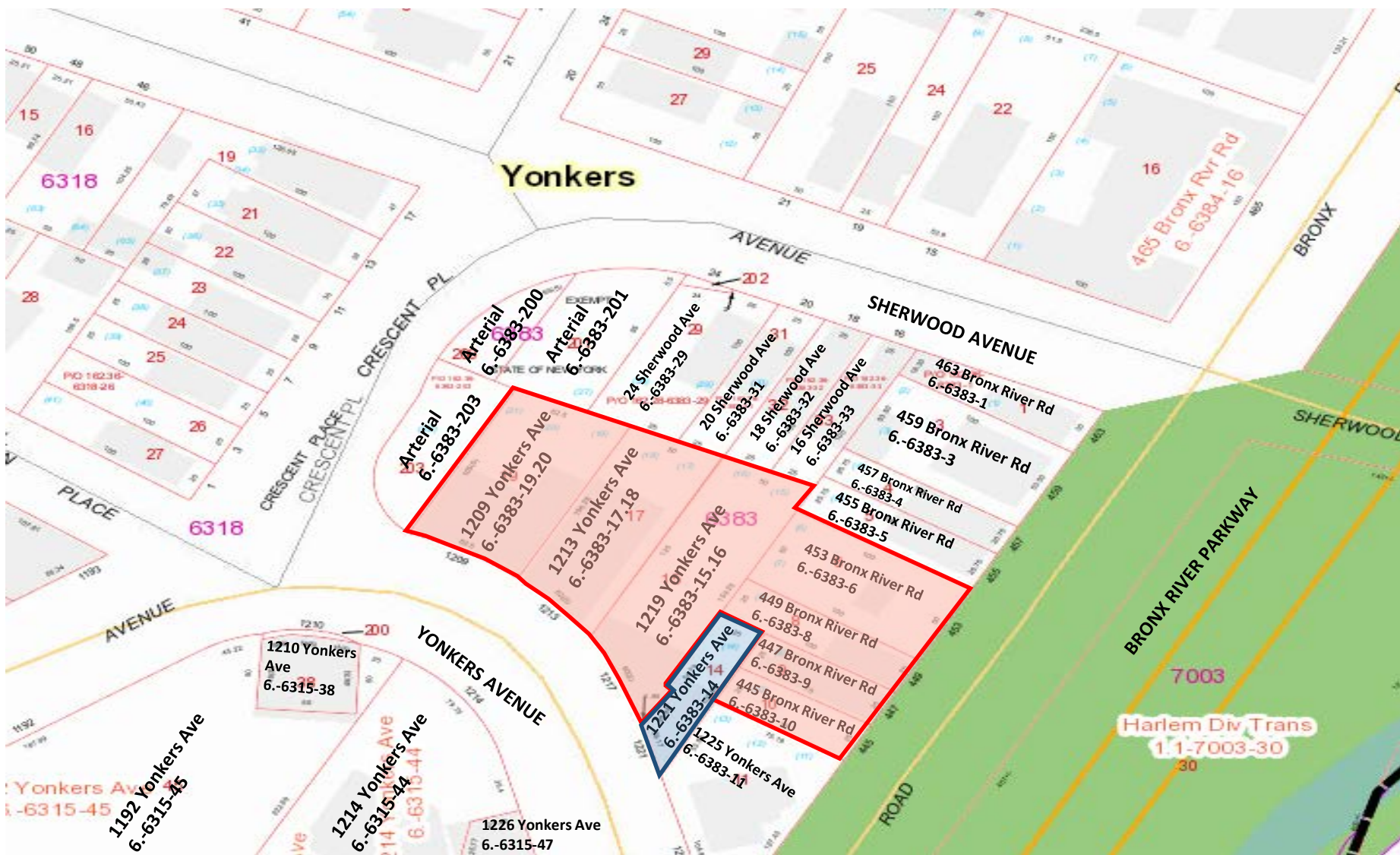
54

Revised 1924  
1927  
1929  
1930  
1935  
1941  
1950  
1951  
1954

Scale 1 = 80

*Lawrence J. ...* City Engineer  
1926

69



## Updated Tax Map

Kimball Gardens Site, BCP Site No. C360141  
 1209, 1213, and 1217 Yonkers Avenue, and  
 445, 447, 449, and 453 Bronx River Road  
 Yonkers, Westchester County, New York

**February 2016**

**Source:** Westchester County GIS

**Scale:** 1" = 100' approximately

All feature locations are approximate. This map is intended as a schematic to be used in conjunction with associated Application and Support Information, and should not be relied upon as a survey for planning and other activities.



# **EXHIBIT C**

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.



\*551983268DED006B\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	first american	Phone:	212-850-0652
Address 1:	666 third avenue	Fax:	
Address 2:		Email:	ascarpa@firstam.com
City/State/Zip:	new york NY 10017	Reference for Submitter:	735527

#### Document Details

Control Number:	<b>551983268</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2015071700123001002	Document Page Count:	<b>9</b>
		Total Page Count:	<b>13</b>

#### Parties

<b>1st PARTY</b>		<input checked="" type="checkbox"/> Additional Parties on Continuation page			
1:	KHADER MICHAEL J	- Individual	1:	TITAN YONKERS LLC	- Other
2:	CONNELLY THOMAS	- Individual	2:		
<b>2nd PARTY</b>					

#### Property

Street Address:	445 BRONX RIVER ROAD	Tax Designation:	6-6383-10
City/Town:	YONKERS	Village:	

#### Cross-References

1:	470740709	2:	470750154	3:	480980010	4:	480980163
----	-----------	----	-----------	----	-----------	----	-----------

#### Supporting Documents

1:	RP-5217	2:	TP-584	3:	TP-584.1
----	---------	----	--------	----	----------

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$50.00
Cross-Reference Fee:	\$3.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$250.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$348.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,830,000.00
Transfer Tax:	\$7,320.00
Mansion Tax:	\$0.00
Transfer Tax Number:	87

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/04/2015 at 10:40 AM  
 Control Number: **551983268**  
 Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Roy C. Justice, Esq.**  
 600 Third Avenue  
 2nd Floor  
 New York, NY 10016

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

\*551983268DED006B\*

## Westchester County Recording & Endorsement Page

### Document Details

Control Number: **551983268**

Document Type: **Deed (DED)**

Package ID: 2015071700123001002

Document Page Count: 9

Total Page Count: 13

### 1st PARTY Addendum

### 2nd PARTY Addendum

BLUE REAL ESTATE HOLDINGS LLC	Other
COTTAGE INTERNATIONAL DEVELOPMENT GROUP LLC	Other
REGENCY DECORATORS	Other
ARAI REALTY GROUP LLC	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

\*551983268DED006B\*

## Westchester County Recording & Endorsement Page

### Document Details

Control Number: **551983268**

Document Type: **Deed (DED)**

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Document Page Count: 9

Total Page Count: 13

### Properties Addendum

447 BRONX RIVER ROAD 10704	YONKERS	6 6383 9
453 BRONX RIVER ROAD 10704	YONKERS	6 6383 6
1209 YONKERS AVENUE 10704	YONKERS	6 6383 19-20
1210 YONKERS AVENUE 10704	YONKERS	6 6315 38
1213 YONKERS AVENUE 10704	YONKERS	6 6383 17-18
1221 YONKERS AVENUE 10704	YONKERS	6 6383 14

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

\*551983268DED006B\*

## Westchester County Recording & Endorsement Page

### Document Details

Control Number: **551983268**

Document Type: **Deed (DED)**

Package ID: 2015071700123001002

Document Page Count: 9

Total Page Count: 13

### Cross References Addendum

480980036

480980225

**REFEREE'S DEED**

**THIS REFEREE'S DEED**, made the 22<sup>nd</sup> day of July, 2015, by **MICHAEL J. KHADER, ESQ.**, the referee duly appointed in an action hereinafter mentioned (hereinafter referred to as "**Grantor**"), having an address at 733 Yonkers Avenue, Suite 200, Yonkers, New York 10704, to **TITAN YONKERS LLC**, a Delaware limited liability company (hereinafter referred to as "**Grantee**"), having an address at 19 Ludlow Road, Suite 301, Westport, Connecticut 06880.

**WITNESSETH**, that the Grantor, the referee appointed in an action pending in the Supreme Court of the State of New York, County of Westchester under Index Number 52801/2013, between Cathay Bank, as plaintiff, and Blue Real Estate Holdings, LLC, Thomas Conneally, Cottage International Development Group LLC and Regency Decorators, ARAI Realty Group, LLC, as defendants, foreclosing a mortgage made by Blue Real Estate Holdings, LLC, dated February 22, 2007 and recorded in the Office of the County Clerk of Westchester County on March 23, 2007 in Control Number 470740709, a mortgage made by Blue Real Estate Holdings, LLC, dated February 22, 2007 and recorded in the Office of the County Clerk of Westchester County on March 23, 2007 in Control Number 470750154, a mortgage made by Blue Real Estate Holdings, LLC, dated March 24, 2008 and recorded in the Office of the County Clerk of Westchester County on April 14, 2008 in Control Number 480980010, a mortgage made by Blue Real Estate Holdings, LLC, dated March 24, 2008 and recorded in the Office of the County Clerk of Westchester County on April 14, 2008 in Control Number 480980163, a mortgage made by Blue Real Estate Holdings, LLC, dated March 24, 2008 and recorded in the Office of the County Clerk of Westchester County on April 15, 2008 in Control Number 480980036 and a mortgage made by Blue Real Estate Holdings, LLC, dated March 24, 2008 and recorded in the Office of the County Clerk of Westchester County on April 15, 2008 in Control Number 480980225, pursuant to a Judgment of Foreclosure and Sale, made by the Supreme Court of the State of New York, County of Westchester, dated December 18, 2013, and in consideration of One Million Nine Hundred Seventy-Five Thousand and 00/100 (\$1,975,000.00) Dollars paid by the Grantee, being the highest sum bid at the sale under said judgment, does hereby grant and convey unto the grantee forever;

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "**Premises**"); the Premises are also known by the street addresses 1209 Yonkers Avenue, Yonkers, New York 10704 (Tax Map Designation: Section 6, Block 6383, Lots 19 and 20), 1210 Yonkers Avenue, Yonkers, New York 10704 (Tax Map Designation: Section 6, Block 6315, Lot 38), 1213 Yonkers Avenue, Yonkers, New York 10704 (Tax Map Designation: Section 6, Block 6383, Lots 17 and 18), 1221 Yonkers Avenue, Yonkers, New York 10704 (Tax Map Designation: Section 6, Block 6383, Lot 14), 445-447 Bronx River Road, Yonkers, New York 10704 (Tax Map Designation: Section 6, Block 6383, Lots 9 and 10) and 451-453 Bronx River Road, Yonkers, New York 10704 (Tax Map Designation: Section 6, Block 6383, Lot 6).

**TOGETHER WITH** all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof.

**TOGETHER WITH** the appurtenances and all the estate and rights of Grantor in and to the Premises.

Sec: 6  
Blk: 6383  
Lots: 6, 9, 10, 14, 17-18 and 19-20  
Sec: 6  
Blk: 6315  
Lot: 38

**BEING** the same premises conveyed to Blue Real Estate Holdings, LLC by deed recorded on: February 13, 2007 in Control Number 470230482 as to Lots 9 and 10; March 23, 2007 in Control Number 470740695 as to Lots 19 and 20; March 26, 2007 in Control Number 470780559 as to Lot 38; April 23, 2007 in Control Number 471060241 as to Lot 14; April 15, 2008 in Control Number 480980208 as to Lot 6; and May 30, 2008 in Control Number 481430701 as to Lots 17 and 18.

**TO HAVE AND TO HOLD** the Premises unto Grantee, the heirs or successors and assigns of Grantee forever.

**AND** Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor 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 improvements at the Premises before using any part of the total of the same for any other purpose.

[Signature page follows]

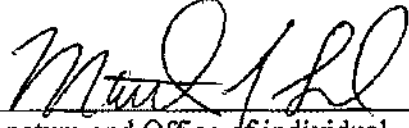
IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

GRANTOR:

  
\_\_\_\_\_  
MICHAEL J. KHADER, ESQ.

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

On the 22 day of July in the year 2015 before me, the undersigned, personally appeared **MICHAEL J. KHADER, ESQ.**, 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 or entity upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

**Matthew J. Smith**  
Notary Public State of New York  
Qualified in Westchester County  
02SM6107267 March 22, 20 16



**Schedule A**

Legal Description

[See attached]



Title No. 3020-735527

**SCHEDULE "A"**

PARCEL I (FOR INFO ONLY: SECTION 6 BLOCK 6383 LOT 6)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOT NUMBERS 6 AND 7, ON A CERTAIN MAP ENTITLED "MAP OF SHERWOOD PARK BELONGING TO THE NORTH END LAND AND IMPROVEMENT COMPANY", MADE BY PURDY G. SANDS, C.E. & S AND FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON DECEMBER 19, 1889 IN VOLUME 8 OF MAPS AT PAGE 53.

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, DISTANT 130 FEET SOUTHWESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD AND THE SOUTHWESTERLY SIDE OF SHERWOOD AVENUE;

RUNNING THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, SOUTH 37° 30' 00" WEST, 50 FEET;

THENCE NORTH 52° 30' 00" WEST, 100 FEET;

THENCE NORTH 37° 30' 00" EAST, 50 FEET;

THENCE SOUTH 52° 30' 00" EAST, 100 FEET TO THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, THE POINT OR PLACE OF BEGINNING.

PARCEL II (FOR INFO ONLY: SECTION 6 BLOCK 6383 LOTS 9 AND 10)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS LOTS NUMBERS NINE (9) AND TEN (10) ON A CERTAIN MAP ENTITLED, "MAP OF SHERWOOD PARK, BELONGING TO THE NORTH AND LAND IMPROVEMENT CO., CITY OF YONKERS, N.Y.," MADE BY PURDY G. SANDS, CIVIL ENGINEER AND SURVEYOR AND FILED IN THE OFFICE OF THE CLERK OF WESTCHESTER COUNTY, DIVISION OF LAND RECORDS, (FORMERLY KNOWN AS REGISTER'S OFFICE) ON DECEMBER 19, 1989, IN VOLUME 8 OF MAPS, AT PAGE 53.

PARCEL III (FOR INFO ONLY: SECTION 6 BLOCK 6383 LOT 14)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF YONKERS AVENUE (IT BEING ASSUMED YONKERS AVENUE RUNS IN A GENERALLY NORTHERLY AND SOUTHERLY DIRECTION), DISTANT 104.90 FEET NORTHERLY, AS MEASURED ALONG THE SAID EASTERLY SIDE OF YONKERS AVENUE FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD AND THE SAID EASTERLY SIDE OF YONKERS AVENUE;

RUNNING THENCE EASTERLY ON A COURSE FORMING AN ANGLE OF 76° 38' 00" ON ITS NORTHERLY OR INTERIOR SIDE WITH THE EASTERLY SIDE OF YONKERS AVENUE A DISTANCE OF 0.93 FEET;

CONTINUED...



TITLE NO. 3020-735527  
SCHEDULE "A" CONTINUED

THENCE NORTHEASTERLY ON A COURSE, WHICH IF EXTENDED SOUTHWESTERLY WOULD FORM AN ANGLE OF  $46^{\circ} 10' 20''$  ON ITS NORTHERLY OR INTERIOR SIDE WITH THE EASTERLY SIDE OF YONKERS AVENUE, WHICH COURSE ALSO FORMS A NORTHERLY OR INTERIOR ANGLE OF  $149^{\circ} 32' 20''$  WITH THE LAST COURSE, A DISTANCE OF 53.98 FEET;

THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST COURSE, A DISTANCE OF 0.12 FEET;

THENCE NORTHEASTERLY ON A COURSE AT RIGHT ANGLES TO THE LAST COURSE AND PARALLEL WITH A CONTINUATION NORTHEASTERLY OF THE SECOND COURSE, A DISTANCE OF 50.00 FEET;

THENCE NORTHWESTERLY ON A COURSE AT RIGHT ANGLES TO THE LAST COURSE, A DISTANCE OF 25.57 FEET;

THENCE SOUTHWESTERLY, ON A COURSE FORMING A SOUTHERLY OR INTERIOR ANGLE OF  $90^{\circ} 01' 40''$  WITH THE LAST COURSE, A DISTANCE OF 56.79 FEET;

THENCE SOUTHERLY ON A COURSE FORMING AN EASTERLY OR INTERIOR ANGLE OF  $145^{\circ} 48' 20''$  WITH THE LAST COURSE, A DISTANCE OF 1.22 FEET;

THENCE SOUTHWESTERLY ON A COURSE FORMING A SOUTHERLY OR INTERIOR ANGLE OF  $34^{\circ} 10' 00''$  WITH THE PROLONGATION SOUTHERLY OF THE LAST COURSE (AND ALSO FORMING AN ANGLE OF  $145^{\circ} 50' 00''$  WITH THE LAST COURSE ON ITS NORTHERLY OR EXTERIOR SIDE) A DISTANCE OF 20.96 FEET;

THENCE WESTERLY IN A COURSE FORMING AN ANGLE OF  $91^{\circ} 40' 00''$  WITH THE EASTERLY SIDE OF YONKERS AVENUE ON ITS SOUTHERLY OR INTERIOR SIDE (SAID COURSE ALSO FORMING AN ANGLE OF  $137^{\circ} 50' 20''$  WITH THE LAST COURSE ON ITS NORTHERLY OR EXTERIOR SIDE) A DISTANCE OF 1.93 FEET TO THE SAID EASTERLY SIDE OF YONKERS AVENUE; AND

THENCE SOUTHERLY ALONG THE SAID EASTERLY SIDE OF YONKERS AVENUE, A DISTANCE OF 35.52 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL IV (FOR INFO ONLY: SECTION 6 BLOCK 6383 LOTS 17 AND 18)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF YONKERS AVENUE, DISTANT 132.38 (130.04 PER SURVEY) FEET SOUTHEASTERLY MEASURED ALONG THE NORTHEASTERLY SIDE OF YONKERS AVENUE, AS IT CURVES FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHEASTERLY SIDE OF YONKERS AVENUE WITH THE SOUTHEASTERLY SIDE OF CRESCENT PLACE;

RUNNING THENCE NORTH  $37^{\circ} 30'$  EAST, 106.25 (111.08 PER SURVEY) FEET;

THENCE SOUTH  $60^{\circ} 00'$  EAST, 50.03 FEET;

THENCE SOUTH  $37^{\circ} 30'$  WEST, 125.25 (132.63 PER SURVEY) FEET TO THE NORTHEASTERLY SIDE OF YONKERS AVENUE;

CONTINUED...



TITLE NO. 3020-735527  
SCHEDULE "A" CONTINUED

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY SIDE OF YONKERS AVENUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 180.50 FEET, A DISTANCE OF 52.02 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL V (FOR INFO ONLY: SECTION 6 BLOCK 6383 LOTS 19 AND 20)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK COMPRISING LOTS 19, 20 AND THE SOUTHEASTERLY 12 1/2 FEET OF LOT 21 ON A CERTAIN MAP ENTITLED "MAP OF SHERWOOD PARK, BELONGING TO THE NORTH END LAND AND IMPROVEMENT COMPANY, CITY OF YONKERS" MADE BY PURDY G. SANDS AND FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, NOW THE OFFICE OF THE COUNTY CLERK OF WESTCHESTER COUNTY (DIVISION OF LAND RECORDS) ON DECEMBER 19, 1889 IN VOLUME 8 OF MAPS AT PAGE 53, SAID LOTS AND PORTION OF LOT WHEN TAKEN TOGETHER ARE MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF YONKERS AVENUE WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN LOTS 19 AND 18 ON SAID MAP, SAID POINT BEING ALSO DISTANT 250.82 FEET NORTHWESTERLY AS MEASURED ALONG SAID NORTHEASTERLY SIDE OF YONKERS AVENUE FROM THE CORNER FORMED BY SAID NORTHEASTERLY SIDE OF YONKERS AVENUE WITH THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD;

RUNNING THENCE FROM SAID POINT OF BEGINNING IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHEASTERLY SIDE OF YONKERS AVENUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 182.15 FEET A DISTANCE OF 62.41 FEET TO A POINT WHICH POINT IS DISTANT 67.085 FEET SOUTHEASTERLY AS MEASURED ALONG THE NORTHEASTERLY SIDE OF YONKERS AVENUE FROM THE CORNER FORMED BY SAID NORTHEASTERLY SIDE OF YONKERS AVENUE WITH THE SOUTHEASTERLY SIDE OF CRESCENT PLACE;

THENCE THROUGH LOT NUMBER 21 ON SAID MAP NORTH 37° 29' 00" EAST 106.18 FEET TO THE DIVISION LINE BETWEEN LOTS 21 AND 26;

THENCE ALONG SAID DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN LOTS 26 AND 27 AND 19 AND 28 ON SAID MAP SOUTH 59° 51' 30" EAST 62.50 FEET TO THE DIVISION LINE BETWEEN LOTS 19 AND 18 ON SAID MAP;

THENCE ALONG SAID DIVISION LINE SOUTH 37° 29' 00" WEST 112.62 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL VI (FOR INFO ONLY: SECTION 6 BLOCK 6315 LOT 38)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF YONKERS AVENUE, WHICH POINT IS REACHED BY MEASURING ALONG THE WESTERLY AND SOUTHERLY SIDE OF YONKERS AVENUE FROM THE POINT OF INTERSECTION THEREWITH OF THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, NORTH 8° 38' 30" WEST 199.98 FEET; AND

RUNNING THENCE ON A CURVE TO THE LEFT, NORMAL TO THE LINE JUST DESCRIBED, HAVING A RADIUS OF 107.15 FEET, A DISTANCE OF 104.75 FEET, THE BEARING OF A RADIAL LINE, EXTERNAL TO SAID CURVE AT SAID POINT OF BEGINNING, BEING NORTH 25° 20' 46" EAST;

CONTINUED...



TITLE NO. 3020-735527  
SCHEDULE "A" CONTINUED

THENCE CONTINUING ALONG THE SOUTHERLY SIDE OF YONKERS AVENUE, AND ON A CURVE ABOVE DESCRIBED, TO A POINT DISTANT AS MEASURED ALONG SAID SOUTHERLY SIDE OF YONKERS AVENUE, 50 FEET FROM THE POINT OF BEGINNING, THE BEARING OF A RADIAL LINE, EXTERNAL TO SAID CURVE AT SAID LAST MENTIONED POINT BEING NORTH 1° 23' 25" WEST;

THENCE SOUTH 11° 3' 5" WEST 50 FEET;

THENCE SOUTH 78° 1' 15" EAST 50 FEET; AND

THENCE NORTH 10° 32' 50" EAST 50 FEET TO THE SOUTHERLY SIDE OF YONKERS AVENUE AT THE POINT OF BEGINNING.

EXCEPTING SAID PREMISES AS TAKEN BY NOTICES OF APPROPRIATION(S) IN LIBER 6899 PAGE 89 AND LIBER 6899 PAGE 90.



**Referee's Deed**

---

**MICHAEL J. KHADER, ESQ.**

TO

**TITAN YONKERS LLC**

SECTION: 6  
BLOCK: 6383, 6315  
LOTS: 6, 9, 10, 14, 17, 18, 19, 20 and 38  
COUNTY: Westchester

STREET

ADDRESSES : 1209 Yonkers Avenue  
1210 Yonkers Avenue  
1213 Yonkers Avenue  
1221 Yonkers Avenue  
445-447 Bronx River Road  
451-453 Bronx River Road  
Yonkers, New York 10704

RETURN BY MAIL TO:

Roy C. Justice, Esq.  
600 Third Avenue, 2<sup>nd</sup> Floor  
New York, New York 10016

# **EXHIBIT D**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
CATHAY BANK,

Plaintiff,

-against-

BLUE REAL ESTATE HOLDINGS, LLC, THOMAS  
CONNEALLY, COTTAGE INTERNATIONAL  
DEVELOPMENT GROUP LLC, and REGENCY  
DECORATORS, ARA1 REALTY GROUP, LLC,

Defendants.  
-----X

Index No.: 52801/2013

TERMS OF SALE

The properties described in the annexed Exhibit "A" (collectively, the "Properties"), will be sold under the direction of Michael J. Khader, Esq., Referee (the "Referee") pursuant to the provisions of that certain Judgment of Foreclosure and Sale entered with the Clerk of the Court on December 20, 2013 ("Judgment") and upon the following terms:

1. FOR THE AVOIDANCE OF DOUBT, AND AS SET FORTH BELOW AND IN THE JUDGMENT, THE PROPERTIES SHALL BE SOLD TOGETHER, AS IF THEY ARE ONE PROPERTY, AT THE SAME TIME.

2. Ten (10%) percent of the purchase price of said Properties based on the successful bid at the auction (the "Purchase Price") will be required to be paid by the successful bidder (the "Purchaser") in certified funds payable to the order of the Referee, or such other form acceptable to the Referee, at the time and place of sale (the "Sale"), and for which the Referee's receipt will be given (the "Initial Payment"), except in the event that Plaintiff Cathay Bank or its assignee (the "Plaintiff") is the successful bidder at the Sale, in which case no such deposit shall be required. The Referee may accept a written or oral bid from Plaintiff or Plaintiff's attorneys, as if Plaintiff appeared in person, which written or oral bid shall be the opening bid.

3. The provisions of the Judgment, insofar as the same relate to such purchase by, or assignment, to Plaintiff, shall be deemed included in the terms and conditions of sale herein contained (collectively, the "Terms of Sale") with the same force and effect as if fully set force at length, a copy of said Judgment being annexed hereto as Exhibit "B".

4. The residue of the Purchase Price, after application of the Initial Payment, will be required to be paid by Purchaser to the Referee, in certified funds payable to the order of the Referee, or such other form acceptable to the Referee, at his office, located at 733 Yonkers Avenue, Suite 200, Yonkers, New York, 10704, or other location of the Referee's choosing, on or before June 22, 2015 at 2:00 P.M. (the "Closing Date"). At such time the Referee's deed (the "Deed") will be ready for delivery. TIME IS OF THE ESSENCE with respect to the Closing Date as to Purchaser only, unless Purchaser is Plaintiff or Plaintiff's assignee.

5. Neither the Referee nor his representatives are required to send any notice to Purchaser with respect to the Closing Date and if Purchaser fails to deliver the residue of the Purchase Price on the Closing Date or otherwise fails to complete the purchase on the Closing Date at the time and place above specified, Purchaser will be in default of its obligations hereunder and shall be deemed to have immediately forfeited, waived and surrendered any right in and to the Initial Payment and the Properties to the Referee and to Plaintiff.

6. All taxes, assessments, water charges and/or rates, sewer rents, municipal liens, and other encumbrances, together with all interest and penalties which have lawfully accrued thereon, which at the time of payment of the Initial Payment, are or may become liens or encumbrances upon the Properties, will be paid by the Referee, or will be allowed by the Referee, out of the purchase money, provided, however, that, prior to the delivery of the Deed, Purchaser shall produce to the Referee proof of payment of such liens, and duplicate receipts for the payment thereof. All taxes, assessments, water charges and/or rates, municipal liens, and other encumbrances which become liens after the Sale are the sole responsibility of Purchaser. Purchaser shall be liable for any and all interest due on any tax, assessment, water, municipal or emergency repair liens accruing after the thirty-fifth (35<sup>th</sup>) day following the Sale. In the event that Plaintiff advanced monies for any taxes, assessments, water charges and/or rates, sewer rents or insurance covering a period which is later in time than the date of the Sale, Purchaser herein agrees to adjust and reimburse Plaintiff for such advances. The provisions and requirements of this paragraph 6 shall not apply if Plaintiff or its assignee is Purchaser.

7. Purchaser, will, at the time and place of the Sale, sign a memorandum of the purchase, which shall constitute an agreement to the Terms of Sale, unless Plaintiff is Purchaser in which case a signature is not required.

8. In case any Purchaser shall fail to comply with any of the above conditions of sale, at the discretion of the Referee, the Properties may again put up for sale (or sold to the next highest bidder) under the direction of the Referee, without application to the Court, under the Terms of Sale, and in addition to any other liability of the Purchaser hereunder and/or under applicable law, such Purchaser will be held liable for any deficiency there may be between the Purchase Price on the sale and the Purchase Price on the resale, and also for any costs or expenses occurring on such resale, including but not limited to Plaintiff's reasonable attorneys' fees, disbursements and advertising costs.

9. In the event Purchaser fails for any reason to comply in any way with these Terms of Sale, then Purchaser shall have no further rights to any monies (including without limitation the Initial Payment and any payment made in connection with an extension) deposited with the Referee (collectively, the "**Forfeited Payment**"), and the Referee shall tender the Forfeited Payment to Plaintiff within five (5) days of the date of Purchaser's failure to comply.

10. Notwithstanding any provision contained herein to the contrary, in the event the Referee is unable to convey title to Purchaser for whatever reason whatsoever, except as a result of Purchaser's action or inaction, Purchaser shall have no right or claim as against Plaintiff and Purchaser's sole remedy shall be to seek a return of the Initial Payment from the Referee and Purchaser shall have no further rights against the Referee.

11. The Purchaser will execute any and all documents reasonably required by the Referee in connection with this transfer, including, without limitation, Real Property Transfer

Tax forms, New York State Transfer Gains Tax forms, New York State Equalization forms and indemnity agreements.

12. All of Purchaser's costs and expenses arising in connection with the Sale and/or any closing, including but not limited to attorneys' costs and fees, title insurance and deed recordation costs shall be paid by Purchaser.

13. The Properties are being sold on an "AS-IS"; "WHERE-IS"; "WITH-ALL-FAULTS" basis and in an "AS-IS" physical order and condition.

14. The Properties will be sold subject to:

- (a) The state of facts an accurate survey will show;
- (b) All covenants, restrictions, easements, declarations, rights of way, agreements and reservations, if any, of record and to any and all violations thereof;
- (c) Any and all building and zoning regulations, restrictions, ordinances and amendments thereto of the municipality, the State, the Federal Government, or any agency, bureau, commission or department in which said premises are situated, and to any violations or notices of violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any;
- (d) Any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said Properties and violations of the same;
- (e) Any bankruptcy in which there is no automatic stay, pursuant to 11 USC section 362 (c)(4)(A). Plaintiff has no duty or obligation to obtain a comfort order pursuant to 11 USC section 362 (c)(4)(A)(ii);
- (f) Rights of tenants or persons in possession;
- (g) prior mortgages and judgments, which are now liens of record, if any;
- (h) The right of redemption of the United States of America to redeem the Properties within 120 days from the date of sale, if any;
- (i) Rights of any defendants pursuant to New York law, including pursuant to CPLR §§ 317, 2003 and 5015, if any;
- (j) Any and all Hazardous Materials in the Properties including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances;
- (k) Any outstanding condominium charges or other building maintenance charges;
- (l) Any prior liens of record, if any, except those liens addressed in section 1354 of the Real Property Actions and Proceedings Law; and



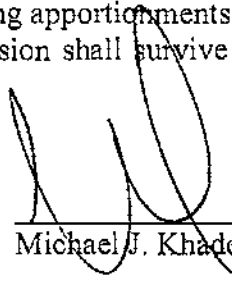
(k) All other conditions and provisions in the Judgment (including, without limitation, the amounts awarded to Plaintiff therein) to the extent that these terms do not contradict or vary any express and overt provisions of said Judgment.

15. The Referee and Plaintiff have not made and do not make any representations as to the physical condition, rents, leases, expenses, operation or any other matter or thing affecting or relating to the Properties, except as herein specifically set forth, and the Purchaser hereby expressly acknowledges that no representations have been made.

16. The Referee and Plaintiff shall not be liable or bound by any verbal or written statements, representations, promises, statements or guaranties, real estate broker's "set-ups" or information pertaining to the Properties furnished by any real estate broker, agent, employee or any other person. THE REFEREE AND PLAINTIFF ARE NOT LIABLE FOR ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, PROMISES OR STATEMENTS OF ANY KIND RELATING IN ANY MANNER TO THE PROPERTIES. All understandings and agreements heretofore had between the parties are merged in these Terms of Sale, which fully and completely express their agreement. These Terms of Sale cannot be changed or terminated orally and cannot be waived orally. These Terms of Sale shall be binding on Purchaser and any heirs, successors and assigns thereof.

17. Any errors or omissions in computing apportionments and/or allocation of closing costs at the Closing shall be corrected. This provision shall survive the closing and delivery of the Deed to the Purchaser.

Dated: May 22, 2015



Michael J. Khader, Esq.

MEMORANDUM OF SALE

The undersigned has on this the 22<sup>nd</sup> day of May, 2015 purchased the Properties described in Exhibit "A" annexed to the Terms of Sale, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and hereby promises and agrees to comply with the terms and conditions of the sale of said premises as above mentioned and set forth.

Dated: May 22, 2015

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone: \_\_\_\_\_

Received from \_\_\_\_\_, purchaser, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, being ten percent on the amount bid by the purchaser for properties sold by me under the judgment in the above entitled action.

Dated: May 22, 2015

\_\_\_\_\_  
Referee  
Michael J. Khader, Esq.

# **EXHIBIT A**

Schedule "A"

SCHEDULE A

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York comprising Lots 19, 20 and the southeasterly 12 ½ feet of Lot 21 on a certain map entitled "Map of Sherwood Park, belonging to the North End Land and Improvement Company, City of Yonkers" made by Purdy G. Sands and filed in the Westchester County Clerk's Office, now the Office of the County Clerk of Westchester County (Division of Land Records) on December 19, 1889 in Volume 8 of Maps at Page 53, said lots and portion of lot when taken together are more particularly bounded and described as follows:

Beginning at a point on the northeasterly side of Yonkers Avenue where the same is intersected by the division line between Lots 19 and 18 on said map, said point being also distant 250.82 feet northwesterly as measured along said northeasterly side of Yonkers Avenue from the corner formed by said northeasterly side of Yonkers Avenue with the northwesterly side of Bronx River Road;

Running thence from said point of beginning in a northwesterly direction along said northeasterly side of Yonkers Avenue on a curve to the left having a radius of 182.15 feet a distance of 62.41 feet to a point which point is distant 67.085 feet southeasterly as measured along the northeasterly side of Yonkers Avenue from the corner formed by said northeasterly side of Yonkers Avenue with the southeasterly side of Crescent Place;

Running thence through Lot Number 21 on said map north 37 degrees 29' 00" east 106.18 feet to the division line between lots 21 and 26;

Running thence along said division line and along the division line between Lots 26 and 27 and 19 and 28 on said map South 59 degrees 51' 30" east 62.50 feet to the division line between lots 19 and 18 on said map;

Running thence along said division line south 37 degrees 29' 00" west 112.62 feet to the point or place of Beginning.

Schedule "B"

SCHEDULE A

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, and known and designated as Lots Numbers Nine (9) and Ten (10) on a certain map entitled, "Map of Sherwood Park, belonging to the North and Land Improvement Co., City of Yonkers, N.Y.," made by Purdy G. Sands, Civil Engineer and Surveyor and filed in the Office of the Clerk of Westchester County, Division of Land Records, (formerly known as Register's Office) on December 19, 1989, in Volume 8 of Maps, at page 53.

A handwritten signature in black ink, appearing to read "J. A. [unclear]", is written below the text.



Schedule "C"

707 Westchester Ave., Suite 411  
White Plains, NY  
914-993-9393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

SCHEDULE A - DESCRIPTION

Title No: 08-35683-W(B)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly side of Yonkers Avenue, distant 132.38 (130.04 per survey) feet southeasterly measured along the northeasterly side of Yonkers Avenue, as it curves from the corner formed by the intersection of the northeasterly side of Yonkers Avenue with the southeasterly side of Crescent Place;

RUNNING THENCE North 37 degrees 30 minutes East, 106.26 (111.08 per survey) feet;

THENCE South 60 degrees 00 minutes East, 50.03 feet;

THENCE South 37 degrees 30 minutes West, 125.25 (132.63 per survey) feet to the northeasterly side of Yonkers Avenue;

THENCE northwesterly along the northeasterly side of Yonkers Avenue on a curve to the left having a radius of 180.50 feet, a distance of 52.02 feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

EXCEPTIONS

SCHEDULE B

SURVEY



Schedule D

White Plains Office  
107 Westchester Ave., Suite 411  
White Plains, NY  
914-993-9393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

SCHEDULE A – DESCRIPTION

Title No: 07-35683-W(A)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Yonkers Avenue, which point is reached by measuring along the westerly and southerly side of Yonkers Avenue from the point of intersection therewith of the northwesterly side of Bronx River Road, North 8 degrees 38 minutes 30 seconds West 199.98 feet; and

THENCE on a curve to the left, normal to the line just described, having a radius of 107.15 feet, a distance of 104.75 feet, the bearing of a radial line, external to said curve at said point of beginning, being North 25 degrees 20 minutes 46 seconds East;

THENCE continuing along the southerly side of Yonkers Avenue, and on a curve above described, to a point distant as measured along said southerly side of Yonkers Avenue, 50 feet from the point of beginning, the bearing of a radial line, external to said curve at said last mentioned point being North 1 degree 23 minutes 25 seconds West;

THENCE South 11 degrees 3 minutes 5 seconds West 50 feet;

THENCE South 78 degrees 1 minute 15 seconds East 50 feet; and

THENCE North 10 degrees 32 minutes 50 seconds East 50 feet to the southerly side of Yonkers Avenue at the point of BEGINNING.

EXCEPTING said premises as taken by notices of appropriation(s) in Liber 6899 Page 89 and Liber 6899 Page 90.

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-----  
**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.



Schedule "E"



707 Westchester Ave., Suite 411  
White Plains, NY  
914-993-9393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

### SCHEDULE A - DESCRIPTION

Title No: 08-35683-W(C)

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

BEGINNING at a point on the easterly side of Yonkers Avenue (it being assumed Yonkers Avenue runs in a generally northerly and southerly direction), distant 104.90 feet northerly, as measured along the said easterly side of Yonkers Avenue from the corner formed by the intersection of the northwesterly side of Bronx River Road and the said easterly side of Yonkers Avenue;

RUNNING THENCE easterly on a course forming an angle of 76 degrees 38 minutes 00 seconds on its northerly or interior side with the easterly side of Yonkers Avenue a distance of 0.93 feet;

THENCE northeasterly on a course, which if extended southwesterly would form an angle of 46 degrees 10 minutes 20 seconds on its northerly or interior side with the easterly side of Yonkers Avenue, which course also forms a northerly or interior angle of 149 degrees 32 minutes 20 seconds with the last course, a distance of 53.98 feet;

THENCE southeasterly, at right angles to the last course, a distance of 0.12 feet;

THENCE northeasterly on a course at right angles to the last course and parallel with a continuation northeasterly of the second course, a distance of 50.00 feet;

THENCE northwesterly on a course at right angles to the last course, a distance of 25.57 feet;

THENCE southwesterly, on a course forming a southerly or interior angle of 90 degrees 01 minutes 40 seconds with the last course, a distance of 56.79 feet;

THENCE southerly on a course forming an easterly or interior angle of 145 degrees 48 minutes 20 seconds with the last course, a distance of 1.22 feet;

THENCE southwesterly on a course forming a southerly or interior angle of 34 degrees 10 minutes 00 seconds with the prolongation southerly of the last course (and also forming an angle of 145 degrees 50 minutes 00 seconds with the last course on its northerly or exterior side ) a distance of 20.96 feet;

FOR CONVEYANCING ONLY: TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

Schedule "F"



White Plains Office  
707 Westchester Ave., Suite 411  
White Plains, NY  
914-993-9383  
914-997-1598 fax  
600-433-4696  
stewart.com  
NYSE: STC

**SCHEDULE A - DESCRIPTION**

Title No: 07-35683-W

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, known as designated as Lot Numbers 6 and 7, on a certain map entitled, "Map of Sherwood Park belonging to the North End Land and Improvement Company", made by Purdy G. Sands, C.E. & S. and filed in the Westchester County Clerk's Office, Division of Land Records on December 19, 1889 in Volume 8 of Maps at Page 53.

BEGINNING at a point on the northwesterly side of Bronx River Road, distant 130 feet southwesterly from the corner formed by the intersection of the northwesterly side of Bronx River Road and the southwesterly side of Sherwood Avenue;

RUNNING THENCE southwesterly along the northwesterly side of Bronx River Road South 37 degrees 30 minutes 00 seconds West, 50 feet;

THENCE North 52 degrees 30 minutes 00 seconds West, 100 feet;

THENCE North 37 degrees 30 minutes 00 seconds East, 50 feet;

THENCE South 52 degrees 30 minutes 00 seconds East, 100 feet to the northwesterly side of Bronx River Road, the point or place of BEGINNING.

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-----  
**FOR CONVEYANCING ONLY:** TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

# **EXHIBIT B**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

CATHAY BANK,

Plaintiff,

-against-

BLUE REAL ESTATE HOLDINGS, LLC, THOMAS  
CONNALLY, COTTAGE INTERNATIONAL  
DEVELOPMENT GROUP LLC, and REGENCY  
DECORATORS, ARAI REALTY GROUP, LLC,

Defendants.

-----X Index No.: 52801/2013

JUDGEMENT OF  
FORECLOSURE AND SALE

-----X

ON the Summons and Complaint dated March 4, 2013 and duly filed herein on March 4, 2013 (collectively, the "Complaint") (Dkt. Nos. 1-16), that certain Notice of Pendency dated March 4, 2013 and duly filed in the Westchester County Clerk's Office (the "Clerk's Office") on March 4, 2013 (Dkt. No. 17) ("Notice of Pendency No. 1"), that certain Notice of Pendency dated March 11, 2013 and duly filed in the Clerk's Office on March 11, 2013 (Dkt. No. 46) ("Notice of Pendency No. 2"), that certain Notice of Pendency dated March 11, 2013 and duly filed in the Clerk's Office on March 11, 2013 (Dkt. No. 47) ("Notice of Pendency No. 3"), that certain Notice of Pendency dated March 11, 2013 and duly filed in the Clerk's Office on March 11, 2013 (Dkt. No. 48) ("Notice of Pendency No. 4"), that certain Notice of Pendency dated March 11, 2013 and duly filed in the Clerk's Office on March 11, 2013 (Dkt. No. 49) ("Notice of Pendency No. 5"), that certain Notice of Pendency dated March 11, 2013 and duly filed in the Clerk's Office on March 11, 2013 (Dkt. No. 50) ("Notice of Pendency No. 6" and together with Notice of Pendency No. 1, Notice of Pendency No. 2, Notice of Pendency No. 3, Notice of Pendency No. 4, Notice of Pendency No. 5 and Notice of Pendency No. 6, collectively, the "Notice of Pendency");

AND ON the Order Appointing Temporary Receiver In Mortgage Foreclosure Action dated and entered in this Action on April 3, 2013 (the "April Order") (Dkt. 58) appointing Michael Padernacht, Esq. as a temporary receiver over the subject mortgaged premises, to wit: 1209 Yonkers Avenue, Yonkers, New York, Section 6, Block 6383, Lots 19 and 20 ("Mortgaged Premises No. 1"), 445-447 Bronx River Road, Yonkers, New York, Section 6, Block 6383, Lots 9 and 10 ("Mortgaged Premises No. 2"), 1213 Yonkers Avenue, Yonkers, New York, Section 6, Block 6383, Lots 17 and 18 ("Mortgaged Premises No. 3"), 1210 Yonkers Avenue, Yonkers, New York, Section 6, Block 6315, Lot 38 ("Mortgaged Premises No. 4"), 1224 Yonkers Avenue, Yonkers, New York, Section 6, Block 6383, Lot 14 ("Mortgaged Premises No. 5") and 451-453 Bronx River Road, Yonkers, New York, Section 6, Block 6383, Lot 6 ("Mortgaged Premises No. 6") and together with Mortgaged Premises No. 1, Mortgaged Premises No. 2, Mortgaged Premises No. 3, Mortgaged Premises No. 4, Mortgaged Premises No. 5, collectively, the "Properties");

AND ON the Decision & Order dated and entered in this Action on September 6, 2013 (the "September Order") (Dkt. 86) appointing Michael J. Khader, Esq. as Referee in this Action to ascertain and compute the amount due, and to examine and report whether the Properties should be sold in one or more parcels;

AND ON from all of which it appears that to this Court that this is an Action brought to foreclose on certain mortgages on certain real properties situate in the County of the Westchester, and that certain principal and interest, fees, and expenses are now due and payable to Plaintiff Cathay Bank (the "Plaintiff"), as more fully reported by the Referee heretofore appointed herein in that certain Referee's report dated September 26, 2013 (the "Referee's Report") (Dkt. 89);

AND ON the reading and filing of the Referee's Report, from which it appears that, as of September 5, 2013, the unpaid principal, interest, late charges and appraisal expenses due under

the terms of the subject note and mortgages totaled \$2,213,762.62, and that interest has accrued since then and will continue to accrue at the *per diem* rate of \$649.67 from and after September 6, 2013, and that each of the Properties should be sold as an undivided parcel;

AND ON the reading and filing of the Affirmation Of Regularity Of Michael H. Levison, Esq. In Support Of Entry Judgment Of Foreclosure And Sale dated October 9, 2013 (the "Levison Affirmation") (Dkt. 92), and the exhibits annexed thereto, all submitted in support of

~~entry of this judgment of foreclosure and sale, and the Levison Affirmation having shown and~~  
demonstrated that (i) all of the defendants herein were duly served with the Complaint in this action; (ii) Defendants Blue Real Estate Holdings, LLC, Thomas Connally, Cottage International Development Group LLC filed an Answer dated March 29, 2013 (Dkt. 57.) (the "Answer"); (iii) no other defendant responded to the Complaint; (iv) by the September Order, the Answer was deemed stricken and the affirmative defenses interposed therein were dismissed; (v) no defendant is an infant, incompetent, absentee or is in the military service; (vi) the Notice of Pendency contains correctly and truly all of the particulars required by law to be stated in such notice; and (vii) since the filing of the Notice of Pendency, the Complaint has not been amended so as to make new parties defendant to this action or so as to embrace real property other than that described in the Complaint or so as to extend the claim of Plaintiff against the property affected thereby;

AND ON all proceedings had and papers filed herein;

NOW on motion of Pryor Cashman LLP, attorneys for Plaintiff, it is:

ORDERED, ADJUDGED AND DECREED that said Referee's Report be, and the same is hereby, in all respects, ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED that the each of the Properties described in the Complaint in this Action and as described herein, shall be sold together as if they are one

property, at the same time, and in accordance with the procedure hereinafter directed by the Court, any applicable terms of sale and otherwise in accordance with the Real Property Actions And Proceedings Law at public auction <sup>in the lobby of the AMJ/BCL</sup> ~~to be held on any~~ at ~~in a Room~~

AMJ  
BCL

at the Westchester County Supreme Courthouse, 111 Dr. Martin Luther King, Jr. Blvd. White Plains, New York, 10601, by and under the direction of

Michael J. Khader, Esq., 733 Yonkers Ave., Suite 200, Yonkers, NY  
(914) 963-5529 10704

who is hereby appointed Referee for that purpose; that said Referee shall conduct a sale of the

Properties, said Properties being fully described in Schedules "A" through "F" annexed hereto (said schedules being incorporated herein by reference) and in the Notice of Pendency; that said Referee give public notice of the time and place of such sale in accordance with R.P.A.P.L. § 231 in the Journal News

AMJ  
BCL

and that the Plaintiff or Plaintiff's assignee or any other parties to this action may become the purchaser at said sale; that in case the Plaintiff or Plaintiff's assignee shall become the purchaser at said sale, Plaintiff or Plaintiff's assignee shall not be required to make any deposit thereon; that said Referee at the time of said sale may accept a written bid from the Plaintiff or Plaintiff's assignee or the Plaintiff's attorneys or Plaintiff's assignee's attorneys, just as though the Plaintiff or Plaintiff's assignee were physically present to submit said bid; that said Referee shall execute to the purchaser deeds of the Properties said; that in the event a party other than the Plaintiff or Plaintiff's assignee becomes the purchaser at such sale, the closing of title shall be had thirty (30) days after such sale, unless otherwise stipulated by all parties to the sale, time being of the essence with respect to said closing; and it is further

ORDERED, ADJUDGED AND DECREED that that in case any party other than the Plaintiff or Plaintiff's assignee shall become the purchaser at said sale, said party shall be required to make a deposit equal to ten (10%) percent of the purchase price of said Properties in



certified funds payable to the order of said Referee, or such other form acceptable to the Referee, at the time and place of sale, and for which the Referee's receipt will be given; and it is further

**ORDERED, ADJUDGED AND DECREED** that the Properties are to be sold together on an "as-is"; "where-is"; "with-all-faults" basis and in an "as-is" physical order and condition, subject to (a) the state of any facts that an accurate survey will show; (b) all covenants, restrictions, easements, declarations, rights of way, agreements and reservations, if any, of record and to any and all violations thereof; (c) any and all building and zoning regulations, restrictions, ordinances and amendments thereto of the municipality, the State, the Federal Government, or any agency, bureau, commission or department in which said premises are situated, and to any violations or notices of violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; (d) any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and violations of the same; (e) any bankruptcy in which there is no automatic stay, neither Plaintiff nor its assignee having any duty or obligation to obtain a comfort order pursuant to 11 U.S.C. § 362 (c)(4)(A)(ii); (f) rights of tenants or persons in possession, if any; (g) prior mortgages and judgments, if any, any liens of record; (h) the right of redemption of the United States of America to redeem the Properties within 120 days from the date of sale, if any; (i) rights of any defendants pursuant to New York law, including C.P.L.R. §§ 317, 2003 and 5015, if any; (j) outstanding condominium charges or other building maintenance charges, if any; (k) any and all hazardous materials including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and; (l) any prior liens of record, if any, except those liens addressed in section 1354 of the Real Property Actions and Proceedings Law; and it is further.

ORDERED, ADJUDGED AND DECREED that said Referee on receiving the proceeds of such sale at the closing of title shall forthwith pay therefrom, in accordance with their priority according to law, the taxes, assessments, sewer, rents or water rates which are, or may, become liens on the Properties at the time of the closing of title with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee then deposit the balance of said proceeds of sale in his own name as Referee in

*MJ  
SL*

~~the Referee's IOLA account in an FDIC insured bank of the Referee's~~  
*choice*

and shall thereafter make the following payments and his checks drawn for the purpose shall be paid by said depository:

- FIRST: The statutory fees of said Referee in the amount of \$500.00.
- SECOND: The expenses of the sale and the advertising expenses as shown on the bills presented by Plaintiff to said Referee and certified by said Referee to be correct, duplicate copies of which shall be annexed to the Referee's report of sale (the "Report of Sale").
- THIRD: All real property transfer taxes due in connection with closing of title to the Properties.
- FOURTH: As directed by Plaintiff or Plaintiff's attorney, to the Plaintiff or Plaintiff's attorney, the sum of \$2,213,762.62, said amount so reported due as set forth in the Referee's Report, together with interest thereon at the *per diem* rate of \$649.67 from and after September 6, 2013, the date after interest was calculated to in the Referee's Report, through and including the date of entry of this judgment, plus the sum of \$\_\_\_\_\_ adjudged to the Plaintiff for attorneys' fees, costs and expenses due to

*AM*  
*BSL*

Plaintiff under the terms of the subject note and mortgages as of the date  
of the Levison Affirmation and also the sum  
\$ 200 *to be entered by the clerk of*  
adjudged to the Plaintiff for costs in *the court*  
this Action, with interest thereon from the date of entry of this judgment of *based on*  
foreclosure and sale at the statutory rate of nine percent (9%) per annum, *the*  
together an amount equal to any advances which Plaintiff has made as *answred*  
*Bill of*  
*Costs*

~~provided for in the subject note and mortgages subsequent to the date of~~  
the Referee's Report, including for taxes, penalties, insurance, or *AM*  
maintain the Properties pending consummation of the foreclosure sale, not *BSL*  
previously included in Referee's Report, and upon presentation of receipts  
for said expenditures to said Referee, all together with interest thereon  
computed at the rate provided for in the note and mortgages foreclosed  
herein, or so much thereof as the purchase money of the Properties will  
pay of the same.

FIFTH: If such Referee intends to apply for a further allowance for his fees in  
addition to those provided for herein, an application shall be made to the  
Court therefore upon due notice to those parties entitled thereto; and it is  
further

ORDERED, ADJUDGED AND DECREED that in case the Plaintiff or its assignee be  
the purchaser of said Properties at said foreclosure sale, or in the event that the rights of the  
purchaser at said sale and the terms of sale under this judgment shall be assigned to and be  
acquired by the Plaintiff or its assignee, and a valid assignment thereof filed with said Referee,  
said Referee shall not require the Plaintiff or its assignee to pay in cash the entire amount bid at  
said sale, but shall execute and deliver to the Plaintiff or its assignee, deeds of the Properties sold

upon the payment to said Referee of the amounts specified above in the items marked "FIRST" and "THIRD" above, and the amounts of the aforesaid taxes, assessments, sewer rents and water rates, with interest and penalties thereon, or in lieu of the payment of said taxes, assessments, sewer rents and water rates, upon filing with said Referee receipts of the proper municipal authorities showing payment thereof; and that the balance of the amount bid, after deducting therefrom the aforesaid amounts paid by the Plaintiff or its assignee, shall be allowed to the Plaintiff or its assignee and applied by said Referee upon the amounts due to the Plaintiff or its assignee as specified in the items marked "SECOND" and "FOURTH" above; that if after so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due to the Plaintiff or its assignee, the Plaintiff shall pay to said Referee, upon delivery to Plaintiff of said Referee's deeds, the amount of such surplus, that said Referee on receiving said several amounts from the Plaintiff shall forthwith pay therefrom said taxes, assessments, sewer rents, water rates, with interest and penalties thereon, unless the same have already been paid, and shall then deposit the balance in said depository as herein above directed; and it is further

**ORDERED, ADJUDGED AND DECREED** that said Referee take the receipt of the Plaintiff or its assignee or Plaintiff's attorney or Plaintiff's assignee's attorney for the amounts paid as hereinbefore directed in item marked "THIRD" and "FOURTH", if any, and file it with the Report of Sale; that said Referee deposit surplus monies, if any, with the Westchester County Clerk within five days after the same shall be received and be ascertainable, to the credit to this Action, to be withdrawn only on the order of this Court, signed by a Justice of this Court; that said Referee make said Report of Sale under oath showing the disposition of the proceeds of the sale and accompanied by the vouchers of the persons to whom the payment were made and file it with the Westchester County Clerk within thirty (30) days after completing the sale and executing the deeds to the purchaser; and it is further

ORDERED, ADJUDGED AND DECREED that if the proceeds of such sale be insufficient to pay the amounts due to the Plaintiff or its assignee as aforesaid with interest thereon, Plaintiff or its assignee shall recover of and from each of Blue Real Estate Holdings, LLC, Thomas Connally, Cottage International Development Group LLC, jointly and severally, the whole deficiency, or so much thereof as the Court may determine to be just and equitable, of the residue of the mortgaged debt remaining unsatisfied after the sale of the Properties and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as prescribed by section 1371 of the Real Property Actions And Proceedings Law within the time limited therein, and the amount thereof is determined and awarded by an order of this Court as provided for in said section; and it is further

ORDERED, ADJUDGED AND DECREED that the purchaser at said sale be let into possession of the Properties on production or delivery of the applicable Referee's deeds; and it is further

ORDERED that the receivership established in accordance with the terms of the April Order shall continue pending the issuance of the aforementioned Referee's deeds; and it is further:

ORDERED, ADJUDGED AND DECREED that defendants Blue Real Estate Holdings, LLC, Thomas Connally, Cottage International Development Group LLC, ARA1 Realty Group LLC and Regency Decorators, and all persons or entities claiming under them, or any of them, after the filing of the Notice of Pendency, be and they are hereby forever barred and foreclosed of all right, claim, lien, title, interest, (including any purported occupancy right or leasehold interest, and equity of redemption in any or all of the Properties, and each and every part thereof; and it is further

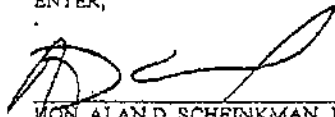
ORDERED that by accepting the appointment as Referee to conduct a sale of the Properties, said Referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge, and if said Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, said Referee shall notify the appointing Judge forthwith; and it is further

ORDERED that the Referee is prohibited from accepting or retaining any funds for himself/herself or paying funds to himself/herself without compliance with Part 36 of the Rules of the Chief Judge; and it is further

ORDERED that a copy of this Judgment with Notice of Entry shall be served upon counsel for defendants, if any, the Referee and any other party entitled to notice; and it is further

Dated: White Plains, NY  
December 18, 2013

ENTER,

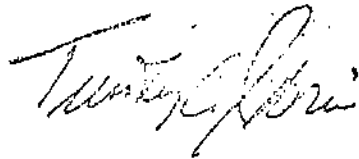


MON. ALAN D. SCHEINKMAN, J.S.C.

AM  
BCL

ORDERED that a follow up conference is hereby scheduled for May 22, 2014, at 9:30 am. but that this conference may be canceled if prior to the date of this conference, the Court receives from the Referee the Foreclosure Action Surplus Monies Form and in the event that there were surplus monies, notice that the surplus monies have been deposited with the County Treasurer or Finance Officer.

10



December 19, 2013

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X Index No.: 52801/2013

CATHAY BANK,

Plaintiff,

BILL OF COSTS

-against-

BLUE REAL ESTATE HOLDINGS, LLC, THOMAS  
CONNELLY, COTTAGE INTERNATIONAL  
DEVELOPMENT GROUP LLC, REGENCY  
DECORATORS and ARA REALTY GROUP LLC

Defendants.

-----X

Proceedings before Note of Issue is filed (CPLR §8201(1)) \$ 200.00

TOTAL COSTS \$ 200.00

The undersigned, an attorney duly authorized to practice in the courts of this state, affirms that I am a member of the firm of PRYOR CASHMAN LLP, attorneys for Plaintiff and that the foregoing costs are due. The undersigned affirms that the foregoing statement is true, under the penalties of perjury.

Dated: New York, New York  
October 9, 2013

  
\_\_\_\_\_  
MICHAEL H. LEVISON, ESQ.



Schedule "A"

SCHEDULE A

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York comprising Lots 19, 20 and the southeasterly 12 ½ feet of Lot 21 on a certain map entitled "Map of Sherwood Park, belonging to the North End Land and Improvement Company, City of Yonkers" made by Purdy G. Sands and filed in the Westchester County Clerk's Office, now the Office of the County Clerk of Westchester County (Division of Land Records) on December 19, 1889 in Volume 8 of Maps, at Page 53, said lots and portion of lot when taken together are more particularly bounded and described as follows:

Beginning at a point on the northeasterly side of Yonkers Avenue where the same is intersected by the division line between Lots 19 and 18 on said map, said point being also distant 250.82 feet northwesterly as measured along said northeasterly side of Yonkers Avenue from the corner formed by said northeasterly side of Yonkers Avenue with the northwesterly side of Bronx River Road;

Running thence from said point of beginning in a northwesterly direction along said northeasterly side of Yonkers Avenue on a curve to the left having a radius of 182.15 feet a distance of 62.41 feet to a point which point is distant 67.085 feet southeasterly as measured along the northeasterly side of Yonkers Avenue from the corner formed by said northeasterly side of Yonkers Avenue with the southeasterly side of Crescent Place;

Running thence through Lot Number 21 on said map north 37 degrees 29' 00" east 106.18 feet to the division line between lots 21 and 26;

Running thence along said division line and along the division line between Lots 26 and 27 and 19 and 28 on said map South 59 degrees 51' 30" east 62.50 feet to the division line between lots 19 and 18 on said map;

Running thence along said division line south 37 degrees 29' 00" west 112.62 feet to the point or place of Beginning.

Schedule 'B'

SCHEDULE A

All that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, and known and designated as Lots Numbers Nine (9) and Ten (10) on a certain map entitled, "Map of Sherwood Park, belonging to the North and Land Improvement Co., City of Yonkers, N.Y.," made by Purdy G. Sands, Civil Engineer and Surveyor and filed in the Office of the Clerk of Westchester County, Division of Land Records, (formerly known as Register's Office) on December 19, 1989, in Volume 8 of Maps, at page 53.

*J. B. [Signature]*



Schedule C

707 Westchester Ave., Boardman  
White Plains, NY  
914-993-9393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

SCHEDULE A -- DESCRIPTION

Title No: 08-35583-W(B)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the in the City of Yonkers, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly side of Yonkers Avenue, distant 132.38 (130.04 per survey) feet southeasterly measured along the northeasterly side of Yonkers Avenue, as it curves from the corner formed by the intersection of the northeasterly side of Yonkers Avenue with the southeasterly side of Crescent Place;

~~RUNNING THENCE North 37 degrees 30 minutes East, 106.25 (111.08 per survey) feet;~~

THENCE South 60 degrees 00 minutes East, 50.03 feet;

THENCE South 37 degrees 30 minutes West, 125.25 (132.63 per survey) feet to the northeasterly side of Yonkers Avenue;

THENCE northwesterly along the northeasterly side of Yonkers Avenue on a curve to the left having a radius of 180.50 feet, a distance of 62.02 feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

EXCEPTIONS

SCHEDULE B

SURVEY



White Plains Office  
 107 Westchester Ave., Suite 411  
 White Plains, NY  
 914-993-9393  
 914-997-1698 fax  
 800-433-4898  
 stewart.com  
 NYSE: STC

Schedule D

SCHEDULE A - DESCRIPTION

Title No: 07-35683-W(A)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Yonkers Avenue, which point is reached by measuring along the westerly and southerly side of Yonkers Avenue from the point of intersection therewith of the northwesterly side of Bronx River Road, North 8 degrees 38 minutes 30 seconds West 199.98 feet; and

THENCE on a curve to the left, normal to the line just described, having a radius of 107.15 feet, a distance of 104.75 feet, the bearing of a radial line, external to said curve at said point of beginning, being North 25 degrees 20 minutes 46 seconds East;

THENCE continuing along the southerly side of Yonkers Avenue, and on a curve above described, to a point distant as measured along said southerly side of Yonkers Avenue, 50 feet from the point of beginning, the bearing of a radial line, external to said curve at said last mentioned point being North 1 degree 23 minutes 25 seconds West;

THENCE South 11 degrees 3-minutes 5 seconds West 50 feet;

THENCE South 78 degrees 1 minute 15 seconds East 50 feet; and

THENCE North 10 degrees 32 minutes 50 seconds East 50 feet to the southerly side of Yonkers Avenue at the point of BEGINNING.

EXCEPTING said premises as taken by notices of appropriation(s) in Liber 8899 Page 89 and Liber 6899 Page 90.

FOR CONVEYANCING ONLY; TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

Schedule "E"

**stewart**  
title insurance company

707 Westchester Ave., Suite 411  
White Plains, NY  
914-993-5393  
914-997-1698 fax  
800-433-4698  
stewart.com  
NYSE: STC

SCHEDULE A - DESCRIPTION

Title No: 08-35683-W(C)

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

~~BEGINNING at a point on the easterly side of Yonkers Avenue (it being assumed Yonkers Avenue runs in a generally northerly and southerly direction), distant 104.90 feet northerly, as measured along the said easterly side of Yonkers Avenue from the corner formed by the intersection of the northwesterly side of Bronx River Road and the said easterly side of Yonkers Avenue;~~

RUNNING THENCE easterly on a course forming an angle of 78 degrees 38 minutes 00 seconds on its northerly or interior side with the easterly side of Yonkers Avenue a distance of 0.93 feet;

THENCE northeasterly on a course, which if extended southwesterly would form an angle of 46 degrees 10 minutes 20 seconds on its northerly or interior side with the easterly side of Yonkers Avenue, which course also forms a northerly or interior angle of 149 degrees 32 minutes 20 seconds with the last course, a distance of 53.88 feet;

THENCE southeasterly, at right angles to the last course, a distance of 0.12 feet;

THENCE northeasterly on a course at right angles to the last course and parallel with a continuation northeasterly of the second course, a distance of 50.00 feet;

THENCE northwesterly on a course at right angles to the last course, a distance of 25.57 feet;

THENCE southwesterly, on a course forming a southerly or interior angle of 90 degrees 01 minutes 40 seconds with the last course, a distance of 56.79 feet;

THENCE southerly on a course forming an easterly or interior angle of 145 degrees 48 minutes 20 seconds with the last course, a distance of 1.22 feet;

THENCE southwesterly on a course forming a southerly or interior angle of 34 degrees 10 minutes 00 seconds with the prolongation southerly of the last course (and also forming an angle of 145 degrees 50 minutes 00 seconds with the last course on its northerly or exterior side) a distance of 20.96 feet;

FOR CONVEYANCING ONLY: TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

Schedule "F"



White Plains Office  
707 Westchester Ave., Suite 411  
White Plains, NY  
914-983-8383  
914-987-1688 fax  
800-433-4698  
stewart.com  
NYSE: STC

SCHEDULE A - DESCRIPTION

Title No: 07-35683-W

ALL that certain plot, place or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, known and designated as Lot Numbers 6 and 7, on a certain map entitled, "Map of Sherwood Park belonging to the North-End Land and Improvement Company", made by Purdy G. Sands, C.E. & S. and filed in the Westchester County Clerk's Office, Division of Land Records on December 19, 1889 in Volume 8 of Maps at Page 53.

BEGINNING at a point on the northwesterly side of Bronx River Road, distant 130 feet southwesterly from the corner formed by the intersection of the northwesterly side of Bronx River Road and the southwesterly side of Sherwood Avenue;

RUNNING THENCE southwesterly along the northwesterly side of Bronx River Road South 37 degrees 30 minutes 00 seconds West, 50 feet;

THENCE North 52 degrees 30 minutes 00 seconds West, 100 feet;

THENCE North 37 degrees 30 minutes 00 seconds East, 50 feet;

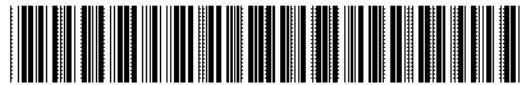
THENCE South 52 degrees 30 minutes 00 seconds East, 100 feet to the northwesterly side of Bronx River Road, the point or place of BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all the rights, title and interest of the party of the first part, if any, of, in and to the land lying in the street in front of and adjoining said premises.

# **EXHIBIT E**



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.



\*552313345DED001V\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	first american title	Phone:	2128500675
Address 1:	666 Third Ave	Fax:	7144814507
Address 2:	5th Floor	Email:	abatres@firstam.com
City/State/Zip:	New York NY 10017	Reference for Submitter:	CL-11971-W

#### Document Details

Control Number:	<b>552313345</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2015081900157001002	Document Page Count:	<b>3</b>
		Total Page Count:	<b>4</b>

#### Parties

<b>1st PARTY</b>		<input type="checkbox"/> Additional Parties on Continuation page	
		<b>2nd PARTY</b>	
1:	KWAN CHIU S C - Individual	1:	TITAN YONKERS LLC - Other
2:		2:	

#### Property

Street Address:	449 BRONX RIVER ROAD	Tax Designation:	6-6383-8
City/Town:	YONKERS	Village:	

#### Cross-References

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: RP-5217	2: TP-584
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#### 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
<b>Total Recording Fees Paid:</b>	<b>\$315.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$475,000.00
Transfer Tax:	\$1,900.00
Mansion Tax:	\$0.00
Transfer Tax Number:	3826

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 10/16/2015 at 12:27 PM  
 Control Number: **552313345**  
 Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Titan Yonkers LLC**  
**19 Ludlow Rd**  
**Suite 301**  
**Westport, CT 06880**

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

THIS INDENTURE, made <sup>as of</sup> the 26 day of August in the year 2015

BETWEEN Chiu Sam Chin Kwan as Surviving Spouse, having an address at 449 Bronx River Road, Yonkers, New York 10704

party of the first part, and Titan Yonkers LLC having an address at ~~449 Bronx River Road, Yonkers, New York 10704~~ 19 Ludlow Rd, Suite 301 Westport, CT 06880

party of the second part, WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable 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 the County of Westchester and State of New York, bounded and described as follows:

See Attached Schedule A

Being the same premises conveyed to grantor from Marie Allen, executrix of the Estate of Bing Nam Gee a/k/a Henry Fong a/k/a Bing Namgee on Deed Dated December 11, 1975 and recorded December 16, 1975 in Liber 7304, Page 121.

The said premises known as 449 Bronx River Road, Yonkers, New York 10704

Section: 6  
Block: 6383  
Lot: 8

TOGETHER with all right, title and interest, if any, of the party of the first part of, 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:

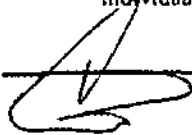
Chiu Sam Chin Kwan  
Chiu Sam Chin Kwan

AS WITNESS

USE ACKNOWLEDGEMENT FROM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of Queens } ss.:

On the 21 day of August in the year 2015, before me the undersigned, personally appeared **Chiu Sam Chin Kwan** 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 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.

 **CHUPEING TSUI**  
Notary Public, State of New York  
No. 01TS6204175  
Qualified in Queens County  
Commission Expires April 13, 2017

ACKNOWLEDGEMENT FROM FOR USE WITHIN NEW YORK STATE ONLY:  
(New York subscribing Witness Acknowledgment Certificate)

State of New York, County of QUEENS } ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they resides(s) in \_\_\_\_\_

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said \_\_\_\_\_

execute the same; and that said witness at the same time subscribed his/her/their names(s) as a witness thereto.

**BARGAIN & SALE DEED**  
WITH COVENANTS AGAINST GRANTOR'S ACTS  
Title No.:

**Chiu Sam Chin Kwan as Surviving Spouse**  
**TO**

USE ACKNOWLEDGEMENT FROM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of QUEENS } ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me the undersigned, personally 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 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.

ACKNOWLEDGEMENT FROM FOR USE WITHIN NEW YORK STATE ONLY:  
(Out of State or Foreign General Acknowledgment Certificate)

..... } ss.:  
{Complete Venue with State, Country, Province or Municipality}

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_

personally know to me or proved to me on the basis of satisfactory evidence to be 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), 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 name such appearance before the undersigned in the \_\_\_\_\_

DISTRICT \_\_\_\_\_  
SECTION 6  
BLOCK 6383  
LOT 8  
COUNTY OR TOWN Westchester

**RETURN BY MAIL TO:**

RESERVE THIS SPACE FOR RECORDING OFFICE





Title No. 3020-741544

**SCHEDULE "A"**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, WESTCHESTER COUNTY, NEW YORK, DESIGNATED AS LOT NO. 8 ON A CERTAIN MAP ENTITLED "MAP OF SHERWOOD PARK BELONGING TO NORTH END LAND IMPROVEMENT CO." MADE BY PURDY G. SANDS, C.E. AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESTCHESTER, DIVISION OF LAND RECORDS, FORMERLY REGISTER'S OFFICE OF SAID COUNTY, ON DECEMBER 19, 1899, IN VOLUME 8 OF MAPS, PAGE 53 AND WHICH SAID PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, DISTANT AS MEASURED ALONG SAID SIDE OF BRONX RIVER ROAD, 180 FEET SOUTHWESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF SAID NORTHWESTERLY SIDE OF BRONX RIVER ROAD WITH THE SOUTHWESTERLY SIDE OF SHERWOOD AVENUE, AS SAID ROAD AND AVENUE ARE LAID DOWN ON SAID MAP;

RUNNING THENCE ALONG A LINE RUNNING NORTHWESTERLY AND AT RIGHT ANGLES TO BRONX RIVER ROAD AND ALONG THE SOUTHWESTERLY SIDE OF LOT NO. 7 ON SAID MAP, 100 FEET TO THE SOUTHEASTERLY SIDE OF LOT NO. 15 ON SAID MAP;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY SIDE OF SAID LOT NO. 15, TWENTY-FIVE (25) FEET TO LOT NO. 14 ON SAID MAP;

THENCE SOUTHEASTERLY AND AGAIN AT RIGHT ANGLES TO BRONX RIVER ROAD AND ALONG THE NORTHEASTERLY SIDE OF LOT NO. 14 AND CONTINUING ALONG THE NORTHEASTERLY SIDE OF LOT NO. 9 ON SAID MAP, 100 FEET TO THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD;

THENCE NORTHEASTERLY ALONG THE SAID NORTHWESTERLY SIDE OF BRONX RIVER ROAD, 25 FEET TO THE POINT OR PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

**FOR CONVEYANCING ONLY: TOGETHER** with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

*W. A. M.*

# **EXHIBIT F**

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.



\*551743432DED002Y\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: Stewart Title Insurance Company (pick up by Ramon) Phone: 914-993-9393  
 Address 1: 707 Westchester Avenue, Ste 411 Fax: 914-997-1698  
 Address 2: Email: nymetrorecordings@stewart.com  
 City/State/Zip: White Plains NY 10604 Reference for Submitter: 1421857-D

#### Document Details

Control Number: **551743432** Document Type: **Deed (DED)**  
 Package ID: 2015062300175001001 Document Page Count: **4** Total Page Count: **6**

#### Parties

Additional Parties on Continuation page

1st PARTY 2nd PARTY  
 1: CURBAN REALTY CORP - Other 1: WA SPECIAL 8 LLC - Other  
 2: 2:

#### Property

Additional Properties on Continuation page

Street Address: 1217 YONKERS AVENUE Tax Designation: 6-6383-15  
 City/Town: YONKERS Village:

#### 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: \$25.00  
 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: **\$320.00**

#### 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**

#### Transfer Taxes

Consideration: \$1,000,000.00  
 Transfer Tax: \$4,000.00  
 Mansion Tax: \$0.00  
 Transfer Tax Number: 13835

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/13/2015 at 03:19 PM  
 Control Number: **551743432**  
 Witness my hand and official seal

Timothy C. Idoni  
 Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Cassin & Cassin LLP  
 711 Third Avenue  
 20th Floor  
 New York, NY 10017  
 Attn: Recording Department

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

\*551743432DED002Y\*

**Westchester County Recording & Endorsement Page**

**Document Details**

Control Number: **551743432**

Document Type: **Deed (DED)**

Package ID: 2015062300175001001

Document Page Count: 4

Total Page Count: 6

**Properties Addendum**

1217 YONKERS AVENUE 10704

YONKERS

6 6383 16

4  
#10  
Title #1421857

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

THIS INDENTURE, made the 24th day of June, 2015

**BETWEEN**

CURBAN REALTY CORP., a New York corporation,  
having an address at 4 Davis Avenue, Valhalla, New York 10595

party of the first part, and

WA SPECIAL 6 LLC, a New York limited liability company  
having an address at 405 Lexington Avenue, Suite 3503, New York, New York 10174

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) and no/100 dollars 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 the

See Schedule A for legal description which is attached hereto and by reference made a part hereof.

Being and intended to be the same premises conveyed to the grantor herein by virtue of a deed dated 7/11/1977 and recorded 7/15/1977 in Liber 7404, Page 639, in the Westchester County Clerk's Office.

This conveyance has been made with the unanimous consent of the shareholders of the company.

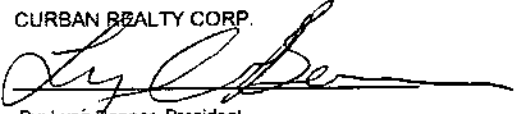
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; 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" when ever 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:

CURBAN REALTY CORP.  
  
By: Lynn Bonner, President

\_\_\_\_\_

\_\_\_\_\_



**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE**

State of New York, County of Westchester ss:

State of New York, County of ss:

On the 24th day of JUNE in the year 2015 before me, the undersigned, personally appeared LYNN BONNER 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.

On the day of in the year before me, the undersigned, personally 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.

*Jill K. Robertson*  
(signature and office of individual taking acknowledgment)  
**JILL K. ROBERTSON**  
Notary Public, State of New York  
No. 01RO4863819  
Qualified in Westchester County  
Commission Expires July 7, 2018

(signature and office of individual taking acknowledgment)

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, personally 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 or other political subdivision) in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

DISTRICT  
SECTION 6  
BLOCK 6383  
LOT 15 & 16

COUNTY OR TOWN Westchester

STREET ADDRESS 1217 Yonkers Avenue  
Yonkers, New York 10704

Recorded at Request of  
THE JUDICIAL TITLE INSURANCE AGENCY LLC

**BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. \_\_\_\_\_  
CURBAN REALTY CORP.

TO

WA SPECIAL 8 LLC

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
THE JUDICIAL TITLE INSURANCE AGENCY LLC  
550 MAMARONECK AVENUE  
HARRISON, NY 10528  
914-381-6700 • 800-281-TITLE

ANDREW ROSENBERG, ESQ.  
CASSIN & CASSIN, LLP  
711 Third Avenue, 20th Floor  
New York, NY 10017

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



**SCHEDULE A - DESCRIPTION**

**Title No.: ST14-21857**

**REVISED 6/23/2015**

ALL that certain lots of land with the buildings and improvements situate, lying and being in the City of Yonkers, County of Westchester and State of New York, designated as Lot 16 and Part of Lot 15 on a certain map entitled, "Map of Sherwood Park belonging to the North End Land Improvement Company, City of Yonkers, County of Westchester, New York" by Purdy G. Sands, Civil Engineer and Surveyor and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office Westchester County on December 19, 1889 in Volume 8 of Maps, Page 53 which said lot and part of a lot are bounded and described as follows:

BEGINNING at a point on the easterly side of Yonkers Avenue where the same is intersected by the division line between Lots 16 and 17 and which point is distant in a southerly direction measured along the easterly side of Yonkers Avenue from the corner formed by the intersection of the southerly side of Crescent Place with the easterly side of Yonkers Avenue on a curve to the right having a radius of 180.50 feet a distance of 182.06 feet;

THENCE from said place of beginning running along the division line between Lots 16 and 17 in a northeasterly direction 132.81 feet per deed (132.63 feet per survey) to the division line between Lot 16 and 31 on said map;

THENCE in a southeasterly direction on a line forming an interior angle of 97 degrees 17 minutes 30 seconds with the last line and running along the division line between Lots 16 and 31 and continuing along the division line between Lots 15 and 32 a distance of 50.03 feet to the division line between Lots 15 and 5 as on said map;

THENCE in a southwesterly direction along a line forming an interior angle of 82 degrees 42 minutes 30 seconds with the last line and which line marks the division line between Lot 15 and Lots 5, 6, 7 and 8 on said map a distance of 92.21 feet to a point;

THENCE in a northwesterly direction through Lot 15 at right angles to the last course 0.555 feet to a point;

THENCE through Lot 15 and running in a southwesterly direction on a line forming an exterior angle of 90 degrees 01 minutes 40 seconds with the last course and running along the southerly wall of a building on premises, a distance of 56.79 feet to a point;

THENCE in a southerly direction on a line forming an exterior angle of 145 degrees 46 minutes 20 seconds with the last line, a distance of 1.22 feet to the division line between Lots 14 and 15;

THENCE along said division line in a southwesterly direction 20.96 feet to a point;

THENCE in a westerly direction through Lot 15 and on a line forming an interior angle of 137 degrees 50 minutes 20 seconds with the last line, a distance of 1.93 feet to the easterly side of Yonkers Avenue,

THENCE in a northerly direction along the easterly side of Yonkers Avenue on a curve to the left having a radius of 180.50 feet, a distance of 59 feet to the point or place of BEGINNING.

TOGETHER with the right to a perpetual easement of a strip of land 8 feet wide running along the northwesterly side of the building of the premises hereinbefore described which easement was made by the Sherwood River Corp. and duly filed in the Office of the Clerk of the County of Westchester.

The perpetual easement hereinabove mentioned being bounded and described as follows:

BEGINNING at a point in the easterly side of Yonkers Avenue where the same is intersected by the division line between Lots 16 and 17 on a aforementioned map;

THENCE in a northeasterly direction along said division line 132.81 feet per deed (132.63 feet per survey) to the division line between Lots 17 and 30 as on said map;

THENCE in a northwesterly direction along said division line 7.23 feet to a point;

RUNNING THENCE through Lot 17 and through a stone retaining wall and along the southerly face of a one story brick building and on a line forming an exterior angle of 82 degrees 29 minutes 10 seconds with the last course a distance of 128.51 feet to the easterly side of Yonkers Avenue;

THENCE in a southerly direction along the easterly side of Yonkers Avenue on a curve to the right having a radius of 180.50 feet a distance of 8.37 feet per deed (8.05 feet per survey) to the place of BEGINNING.

# **EXHIBIT G**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through January 14, 2016.

---

Selected Entity Name: 1219 YONKERS AVE LLC

Selected Entity Status Information

**Current Entity Name:** 1219 YONKERS AVE LLC

**DOS ID #:** 4841504

**Initial DOS Filing Date:** OCTOBER 28, 2015

**County:** NEW YORK

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

KIT A. MCQUISTON  
C/O WILFRID AUBREY LLC  
405 LEXINGTON AVENUE, STE 3503  
NEW YORK, NEW YORK, 10174

**Registered Agent**

KIT A. MCQUISTON  
WILFRID AUBREY LLC  
405 LEXINGTON AVENUE, STE 3503  
NEW YORK, NEW YORK, 10174

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies

must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

### \*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

\*Stock information is applicable to domestic business corporations.

### Name History

Filing Date	Name Type	Entity Name
OCT 28, 2015	Actual	1219 YONKERS AVE LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) | [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)  
[Homepage](#) | [Contact Us](#)

# **EXHIBIT H**

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.



\*553223551DED006V\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: First American (LS) Phone: 212-551-9416  
 Address 1: 666 Third Ave Fax:  
 Address 2: Email: Isanossian@firstam.com  
 City/State/Zip: New York NY 10017 Reference for Submitter: 763681(A)laura

#### Document Details

Control Number: **553223551** Document Type: **Deed (DED)**  
 Package ID: 2015111800273001002 Document Page Count: **8** Total Page Count: **10**

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1: TITAN YONKERS LLC	- Other	1: 1219 YONKERS AVE LLC	- Other
2: SAFERSTEIN DAVID	- Individual	2:	

#### Property

Additional Properties on Continuation page

Street Address: 445 BRONX RIVER ROAD Tax Designation: 6-6383-10  
 City/Town: YONKERS Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584 3: TP-584.1

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$45.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$250.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$340.00</b>

#### Mortgage Taxes

Document Date:  
 Mortgage Amount:

Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$1,237,500.00
Transfer Tax:	\$4,950.00
Mansion Tax:	\$0.00
Transfer Tax Number:	6451

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 12/16/2015 at 09:54 AM  
 Control Number: **553223551**  
 Witness my hand and official seal

Timothy C. Idoni  
 Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Phillip Brody, Esq  
 55 Fifth Ave, 15th Floor  
 New York, NY 10003



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

\*553223551DED006V\*

## Westchester County Recording & Endorsement Page

### Document Details

Control Number: **553223551**

Document Type: **Deed (DED)**

Package ID: 2015111800273001002

Document Page Count: 8

Total Page Count: 10

### Properties Addendum

447 BRONX RIVER ROAD 10704	YONKERS	6.-6383-9
449 BRONX RIVER ROAD 10704	YONKERS	6.-6383-8
453 BRONX RIVER ROAD 10704	YONKERS	6.-6383-6
1209 YONKERS AVE 10704	YONKERS	6 6383 19.20
1110 YONKERS AVENUE 10704	YONKERS	6.-6315-38
1213 YONKERS AVENUE 10704	YONKERS	6.-6383-17.18
1225 YONKERS AVENUE 10704	YONKERS	6.-6383-14

3020-763681

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS**

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

*THIS INDENTURE*, made November 23, 2015

between

**Titan Yonkers LLC**, a Delaware limited liability company, c/o Titan Capital, 845 Third Avenue, 20<sup>th</sup> Floor, New York, NY 10022 (the "Grantor"), and

**1219 Yonkers Ave LLC**, a New York limited liability company, having an address at c/o Wilfrid Aubrey LLC, 405 Lexington Avenue, Suite 3503, New York, NY 10174 (the "Grantee"), and

**WITNESSETH**, that the party of the first part, in consideration of ten (\$10) dollars and other valuable consideration, lawful money of the United States, 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 the City of Yonkers, County of Westchester and State of New York, as more particularly described in the attached Schedule A.

**TOGETHER** with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

**AND** the Grantor, covenants that, the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

**AND** the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor 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 any improvements before using any part of the total of the same for any other purpose.

Being the same premises described in the following deeds to the Grantor from:

- 1) Deed from Michael J. Khader, Esq., referee, dated 7/22/2015, and recorded 8/4/2015 as Control No. 551983268. (Parcels I – VI); and
- 2) Deed from Chiu Sam Chin Kwan as Surviving Spouse, dated as of 8/26/2015, and recorded 10/16/2015 as Control No. 552313345. (Parcel VII).

*(Signatures on next page)*

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

**Titan Yonkers, LLC**

By:   
\_\_\_\_\_  
David Saferstein  
Managing Member

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

On the 23<sup>rd</sup> day of November in the year 2015 before me, the undersigned, personally appeared **David Saferstein**, 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, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**PHILIP S. BRODY**  
Notary Public, State of New York  
No. 02BR5013796  
Qualified in New York County  
Commission Expires July 15, 2019



## SCHEDULE A

Real property in the City of Yonkers, County of Westchester, State of New York, described as follows:

### PARCEL I

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOT NUMBERS 6 AND 7, ON A CERTAIN MAP ENTITLED "MAP OF SHERWOOD PARK BELONGING TO THE NORTH END LAND AND IMPROVEMENT COMPANY", MADE BY PURDY G. SANDS, C.E. & S AND FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON DECEMBER 19, 1889 IN VOLUME 8 OF MAPS AT PAGE 53.

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, DISTANT 130 FEET SOUTHWESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD AND THE SOUTHWESTERLY SIDE OF SHERWOOD AVENUE;

RUNNING THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, SOUTH 37° 30' 00" WEST, 50 FEET;

THENCE NORTH 52° 30' 00" WEST, 100 FEET;

THENCE NORTH 37° 30' 00" EAST, 50 FEET;

THENCE SOUTH 52° 30' 00" EAST, 100 FEET TO THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, THE POINT OR PLACE OF BEGINNING.

### PARCEL II

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS LOTS NUMBERS NINE (9) AND TEN (10) ON A CERTAIN MAP ENTITLED, "MAP OF SHERWOOD PARK, BELONGING TO THE NORTH AND LAND IMPROVEMENT CO., CITY OF YONKERS, N.Y.," MADE BY PURDY G. SANDS, CIVIL ENGINEER AND SURVEYOR AND FILED IN THE OFFICE OF THE CLERK OF WESTCHESTER COUNTY, DIVISION OF LAND RECORDS, (FORMERLY KNOWN AS REGISTER'S OFFICE) ON DECEMBER 19, 1989, IN VOLUME 8 OF MAPS, AT PAGE 53.

### PARCEL III

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF YONKERS AVENUE (IT BEING ASSUMED YONKERS AVENUE RUNS IN A GENERALLY NORTHERLY AND SOUTHERLY DIRECTION), DISTANT 104.90 FEET NORTHERLY, AS MEASURED ALONG THE SAID EASTERLY SIDE OF YONKERS AVENUE FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD AND THE SAID EASTERLY SIDE OF YONKERS AVENUE;

RUNNING THENCE EASTERLY ON A COURSE FORMING AN ANGLE OF  $76^{\circ} 38' 00''$  ON ITS NORTHERLY OR INTERIOR SIDE WITH THE EASTERLY SIDE OF YONKERS AVENUE A DISTANCE OF 0.93 FEET;

THENCE NORTHEASTERLY ON A COURSE, WHICH IF EXTENDED SOUTHWESTERLY WOULD FORM AN ANGLE OF  $46^{\circ} 10' 20''$  ON ITS NORTHERLY OR INTERIOR SIDE WITH THE EASTERLY SIDE OF YONKERS AVENUE, WHICH COURSE ALSO FORMS A NORTHERLY OR INTERIOR ANGLE OF  $149^{\circ} 32' 20''$  WITH THE LAST COURSE, A DISTANCE OF 53.98 FEET;

THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST COURSE, A DISTANCE OF 0.12 FEET;

THENCE NORTHEASTERLY ON A COURSE AT RIGHT ANGLES TO THE LAST COURSE AND PARALLEL WITH A CONTINUATION NORTHEASTERLY OF THE SECOND COURSE, A DISTANCE OF 50.00 FEET;

THENCE NORTHWESTERLY ON A COURSE AT RIGHT ANGLES TO THE LAST COURSE, A DISTANCE OF 25.57 FEET;

THENCE SOUTHWESTERLY, ON A COURSE FORMING A SOUTHERLY OR INTERIOR ANGLE OF  $90^{\circ} 01' 40''$  WITH THE LAST COURSE, A DISTANCE OF 56.79 FEET;

THENCE SOUTHERLY ON A COURSE FORMING AN EASTERLY OR INTERIOR ANGLE OF  $145^{\circ} 48' 20''$  WITH THE LAST COURSE, A DISTANCE OF 1.22 FEET;

THENCE SOUTHWESTERLY ON A COURSE FORMING A SOUTHERLY OR INTERIOR ANGLE OF  $34^{\circ} 10' 00''$  WITH THE PROLONGATION SOUTHERLY OF THE LAST COURSE (AND ALSO FORMING AN ANGLE OF  $145^{\circ} 50' 00''$  WITH THE LAST COURSE ON ITS NORTHERLY OR EXTERIOR SIDE) A DISTANCE OF 20.96 FEET;

THENCE WESTERLY IN A COURSE FORMING AN ANGLE OF  $91^{\circ} 40' 00''$  WITH THE EASTERLY SIDE OF YONKERS AVENUE ON ITS SOUTHERLY OR INTERIOR SIDE (SAID COURSE ALSO FORMING AN ANGLE OF  $137^{\circ} 50' 20''$  WITH THE LAST COURSE ON ITS NORTHERLY OR EXTERIOR SIDE) A DISTANCE OF 1.93 FEET TO THE SAID EASTERLY SIDE OF YONKERS AVENUE; AND

THENCE SOUTHERLY ALONG THE SAID EASTERLY SIDE OF YONKERS AVENUE, A DISTANCE OF 35.52 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL IV

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF YONKERS AVENUE, DISTANT 132.38 (130.04 PER SURVEY) FEET SOUTHEASTERLY MEASURED ALONG THE NORTHEASTERLY SIDE OF YONKERS AVENUE, AS IT CURVES FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHEASTERLY SIDE OF YONKERS AVENUE WITH THE SOUTHEASTERLY SIDE OF CRESCENT PLACE;

RUNNING THENCE NORTH 37° 30' EAST, 106.25 (111.08 PER SURVEY) FEET;

THENCE SOUTH 60° 00' EAST, 50.03 FEET;

THENCE SOUTH 37° 30' WEST, 125.25 (132.63 PER SURVEY) FEET TO THE NORTHEASTERLY SIDE OF YONKERS AVENUE;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY SIDE OF YONKERS AVENUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 180.50 FEET, A DISTANCE OF 52.02 FEET TO THE POINT OR PLACE OF BEGINNING.

#### PARCEL V

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK COMPRISING LOTS 19, 20 AND THE SOUTHEASTERLY 12 ½ FEET OF LOT 21 ON A CERTAIN MAP ENTITLED "MAP OF SHERWOOD PARK, BELONGING TO THE NORTH END LAND AND IMPROVEMENT COMPANY, CITY OF YONKERS" MADE BY PURDY G. SANDS AND FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, NOW THE OFFICE OF THE COUNTY CLERK OF WESTCHESTER COUNTY (DIVISION OF LAND RECORDS) ON DECEMBER 19, 1889 IN VOLUME 8 OF MAPS AT PAGE 53, SAID LOTS AND PORTION OF LOT WHEN TAKEN TOGETHER ARE MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF YONKERS AVENUE WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN LOTS 19 AND 18 ON SAID MAP, SAID POINT BEING ALSO DISTANT 250.82 FEET NORTHWESTERLY AS MEASURED ALONG SAID NORTHEASTERLY SIDE OF YONKERS AVENUE FROM THE CORNER FORMED BY SAID NORTHEASTERLY SIDE OF YONKERS AVENUE WITH THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD;

RUNNING THENCE FROM SAID POINT OF BEGINNING IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHEASTERLY SIDE OF YONKERS AVENUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 182.15 FEET A DISTANCE OF 62.41 FEET TO A POINT WHICH POINT IS DISTANT 67.085 FEET SOUTHEASTERLY AS MEASURED ALONG THE NORTHEASTERLY SIDE OF YONKERS AVENUE FROM THE CORNER FORMED BY SAID NORTHEASTERLY SIDE OF YONKERS AVENUE WITH THE SOUTHEASTERLY SIDE OF CRESCENT PLACE;

THENCE THROUGH LOT NUMBER 21 ON SAID MAP NORTH 37° 29' 00" EAST 106.18 FEET TO THE DIVISION LINE BETWEEN LOTS 21 AND 26;

THENCE ALONG SAID DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN LOTS 26 AND 27 AND 19 AND 28 ON SAID MAP SOUTH 59° 51' 30" EAST 62.50 FEET TO THE DIVISION LINE BETWEEN LOTS 19 AND 18 ON SAID MAP;

THENCE ALONG SAID DIVISION LINE SOUTH 37° 29' 00" WEST 112.62 FEET TO THE POINT OR PLACE OF BEGINNING.

#### PARCEL VI

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF YONKERS AVENUE, WHICH POINT IS REACHED BY MEASURING ALONG THE WESTERLY AND SOUTHERLY SIDE OF YONKERS AVENUE FROM THE POINT OF INTERSECTION THEREWITH OF THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, NORTH 8° 38' 30" WEST 199.98 FEET; AND

RUNNING THENCE ON A CURVE TO THE LEFT, NORMAL TO THE LINE JUST DESCRIBED, HAVING A RADIUS OF 107.15 FEET, A DISTANCE OF 104.75 FEET, THE BEARING OF A RADIAL LINE, EXTERNAL TO SAID CURVE AT SAID POINT OF BEGINNING, BEING NORTH 25° 20' 46" EAST;

THENCE CONTINUING ALONG THE SOUTHERLY SIDE OF YONKERS AVENUE, AND ON A CURVE ABOVE DESCRIBED, TO A POINT DISTANT AS MEASURED ALONG SAID SOUTHERLY SIDE OF YONKERS AVENUE, 50 FEET FROM THE POINT OF BEGINNING, THE BEARING OF A RADIAL LINE, EXTERNAL TO SAID CURVE AT SAID LAST MENTIONED POINT BEING NORTH 1° 23' 25" WEST;

THENCE SOUTH 11° 3' 5" WEST 50 FEET;

THENCE SOUTH 78° 1' 15" EAST 50 FEET; AND

THENCE NORTH 10° 32' 50" EAST 50 FEET TO THE SOUTHERLY SIDE OF YONKERS AVENUE AT THE POINT OF BEGINNING.

EXCEPTING SAID PREMISES AS TAKEN BY NOTICES OF APPROPRIATION(S) IN LIBER 6899 PAGE 89 AND LIBER 6899 PAGE 90.

#### PARCEL VII

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF YONKERS, WESTCHESTER COUNTY, NEW YORK, DESIGNATED AS LOT NO. 8 ON A CERTAIN MAP ENTITLED "MAP OF SHERWOOD PARK BELONGING TO NORTH END LAND IMPROVEMENT CO." MADE BY PURDY G. SANDS, C.E. AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESTCHESTER, DIVISION OF LAND RECORDS,

FORMERLY REGISTER'S OFFICE OF SAID COUNTY, ON DECEMBER 19, 1899, IN VOLUME 8 OF MAPS, PAGE 53 AND WHICH SAID PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD, DISTANT AS MEASURED ALONG SAID SIDE OF BRONX RIVER ROAD, 180 FEET SOUTHWESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF SAID NORTHWESTERLY SIDE OF BRONX RIVER ROAD WITH THE SOUTHWESTERLY SIDE OF SHERWOOD AVENUE, AS SAID ROAD AND AVENUE ARE LAID DOWN ON SAID MAP;

RUNNING THENCE ALONG A LINE RUNNING NORTHWESTERLY AND AT RIGHT ANGLES TO BRONX RIVER ROAD AND ALONG THE SOUTHWESTERLY SIDE OF LOT NO. 7 ON SAID MAP, 100 FEET TO THE SOUTHEASTERLY SIDE OF LOT NO. 15 ON SAID MAP;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY SIDE OF SAID LOT NO. 15, TWENTY-FIVE (25) FEET TO LOT NO. 14 ON SAID MAP;

THENCE SOUTHEASTERLY AND AGAIN AT RIGHT ANGLES TO BRONX RIVER ROAD AND ALONG THE NORTHEASTERLY SIDE OF LOT NO. 14 AND CONTINUING ALONG THE NORTHEASTERLY SIDE OF LOT NO. 9 ON SAID MAP, 100 FEET TO THE NORTHWESTERLY SIDE OF BRONX RIVER ROAD;

THENCE NORTHEASTERLY ALONG THE SAID NORTHWESTERLY SIDE OF BRONX RIVER ROAD, 25 FEET TO THE POINT OR PLACE OF BEGINNING.



**Deed**

Titan Yonkers LLC

To

1219 Yonkers Ave LLC

**Section 6**

**Blocks 6383**

**Lots 6, 8, 9, 10, 14, 17, 18, 19 and 20**

**Block 6315**

**Lot 38**

**County of Westchester, City of Yonkers**

**Street Addresses: 445, 447, 449 and 453 Bronx River Road and 1209, 1210, 1213 and 1221 Yonkers Avenue, Yonkers, NY**

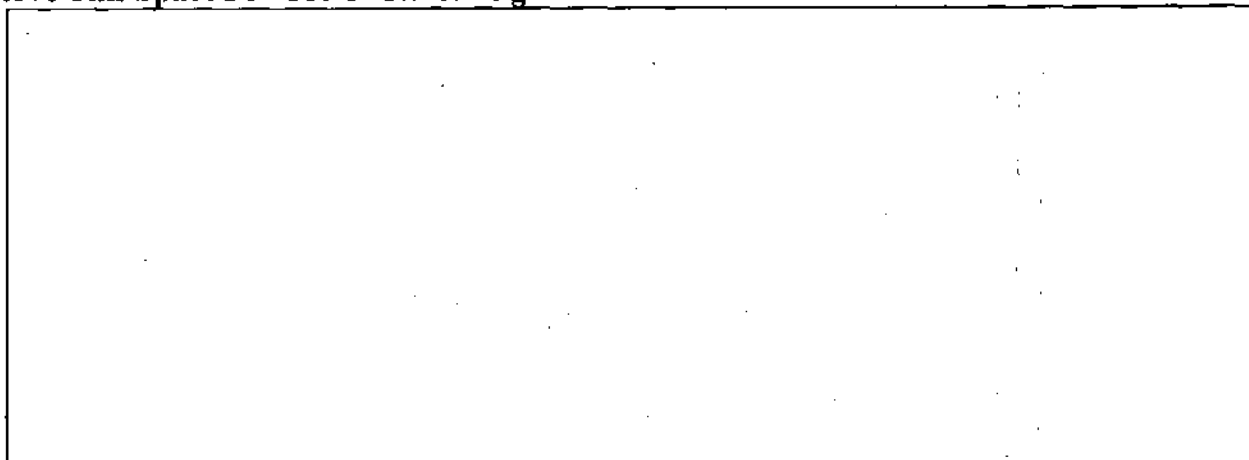
**Return By Mail To:**

Philip Brody

55 Fifth Avenue, 15<sup>th</sup> Floor

New York, NY 10003

**Reserve This Space For Use Of Recording Office**



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.



\*553233026DED005T\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: First American (LS) Phone: 212-551-9416  
 Address 1: 666 Third Ave Fax:  
 Address 2: Email: Isanossian@firstam.com  
 City/State/Zip: New York NY 10017 Reference for Submitter: 763681(B)laura

#### Document Details

Control Number: **553233026** Document Type: **Deed (DED)**  
 Package ID: 2015111900028001002 Document Page Count: **5** Total Page Count: **6**

#### Parties

Additional Parties on Continuation page

1st PARTY 2nd PARTY  
 1: WA SPECIAL 8 LLC - Other 1: 1219 YONKERS AVE LLC - Other  
 2: 2:

#### Property

Additional Properties on Continuation page

Street Address: 1217-1219 YONKERS AVENUE Tax Designation: 6-6383-15-16  
 City/Town: YONKERS Village:

#### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

#### Supporting Documents

1: RP-5217 2: TP-584 3: TP-584.1

#### Recording Fees

Statutory Recording Fee: \$40.00  
 Page Fee: \$30.00  
 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: **\$325.00**

#### 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**

#### Transfer Taxes

Consideration: \$500,000.00  
 Transfer Tax: \$2,000.00  
 Mansion Tax: \$0.00  
 Transfer Tax Number: 6449

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 12/16/2015 at 09:52 AM  
 Control Number: **553233026**  
 Witness my hand and official seal

Timothy C. Idoni  
 Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

Philip Brody Esq  
 55 Fifth Ave, 15th Floor  
 New York, NY 10003

3020-763681

## BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

**THIS INDENTURE**, made November 23, 2015

between

**WA Special 8 LLC**, a New York limited liability company, c/o Wilfrid Aubrey LLC, 405 Lexington Avenue, Suite 3503, New York, NY 10174 (the "**Grantor**"), and

**1219 Yonkers Ave LLC**, a New York limited liability company, having an address at c/o Wilfrid Aubrey LLC, 405 Lexington Avenue, Suite 3503, New York, NY 10174 (the "**Grantee**"), and

**WITNESSETH**, that the party of the first part, in consideration of ten (\$10) dollars and other valuable consideration, lawful money of the United States, 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 the City of Yonkers, County of Westchester and State of New York, as more particularly described in the attached Schedule A.

**TOGETHER** with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

**AND** the Grantor, covenants that, the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

**AND** the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor 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 any improvements before using any part of the total of the same for any other purpose.

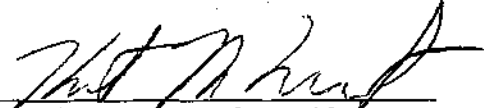
Being the same premises described in the following deeds to the Grantor from Cuban Realty Corp., by deed dated June 24, 2015 and recorded July 13, 2015 as Control No. 551743431.

*(Signatures on next page)*

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

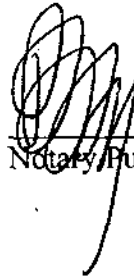
**WA Special 8 LLC**

By: Aubrey Capital LLC, as General Manager

By:   
Kit McQuiston, General Manager

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

On the 23<sup>rd</sup> day of November in the year 2015 before me, the undersigned, personally appeared **Kit McQuiston**, 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, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**PHILIP S. BRODY**  
Notary Public, State of New York  
No. 02BRJ013796  
Qualified in New York County  
Commission Expires July 13, 2019

## Schedule A

Real property in the City of Yonkers, County of Westchester, State of New York, described as follows:

PARCEL VIII (FOR INFO ONLY: SECTION 6 BLOCK 6383 LOTS 15 AND 16)

ALL THAT CERTAIN LOTS OF LAND SITUATE, LYING AND BEING IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, DESIGNATED AS LOT 16 AND PART OF LOT 15 ON A CERTAIN MAP ENTITLED, "MAP OF SHERWOOD PARK BELONGING TO THE NORTH END LAND IMPROVEMENT COMPANY, CITY OF YONKERS, COUNTY OF WESTCHESTER, NEW YORK" BY PURDY G. SANDS, CIVIL ENGINEER AND SURVEYOR AND FILED IN THE OFFICE OF THE COUNTY CLERK, DIVISION OF LAND RECORDS, FORMERLY REGISTER'S OFFICE WESTCHESTER COUNTY ON DECEMBER 19, 1889 IN VOLUME 8 OF MAPS, PAGE 53 WHICH SAID LOT AND PART OF A LOT ARE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF YONKERS AVENUE WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN LOTS 16 AND 17 AND WHICH POINT IS DISTANT IN A SOUTHERLY DIRECTION MEASURED ALONG THE EASTERLY SIDE OF YONKERS AVENUE FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF CRESCENT PLACE WITH THE EASTERLY SIDE OF YONKERS AVENUE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 180.50 FEET A DISTANCE OF 182.06 FEET;

RUNNING THENCE FROM SAID PLACE OF BEGINNING RUNNING ALONG THE DIVISION LINE BETWEEN LOTS 16 AND 17 IN A NORTHEASTERLY DIRECTION 132.81 FEET PER DEED (132.63 FEET PER SURVEY) TO THE DIVISION LINE BETWEEN LOT 16 AND 31 ON SAID MAP;

THENCE IN A SOUTHEASTERLY DIRECTION ON A LINE FORMING AN INTERIOR ANGLE OF  $97^{\circ} 17' 30''$  WITH THE LAST LINE AND RUNNING ALONG THE DIVISION LINE BETWEEN LOTS 16 AND 31 AND CONTINUING ALONG THE DIVISION LINE BETWEEN LOTS 15 AND 32 A DISTANCE OF 50.03 FEET TO THE DIVISION LINE BETWEEN LOTS 15 AND 5 AS ON SAID MAP;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE FORMING AN INTERIOR ANGLE OF  $82^{\circ} 42' 30''$  WITH THE LAST LINE AND WHICH LINE MARKS THE DIVISION LINE BETWEEN LOT 15 AND LOTS 5, 6, 7 AND 8 ON SAID MAP A DISTANCE OF 92.21 FEET TO A POINT;

THENCE IN A NORTHWESTERLY DIRECTION THROUGH LOT 15 AT RIGHT ANGLES TO THE LAST COURSE 0.555 FEET TO A POINT;

THENCE THROUGH LOT 15 AND RUNNING IN A SOUTHWESTERLY DIRECTION ON A LINE FORMING AN EXTERIOR ANGLE OF  $90^{\circ} 01' 40''$  WITH THE LAST MENTIONED COURSE AND RUNNING ALONG THE SOUTHERLY WALL OF A BUILDING ON PREMISES, A DISTANCE OF 56.79 FEET TO A POINT;

THENCE IN A SOUTHERLY DIRECTION ON A LINE FORMING AN EXTERIOR ANGLE OF  $145^{\circ}$

46° 20" WITH THE LAST LINE, A DISTANCE OF 1.22 FEET TO THE DIVISION LINE BETWEEN LOTS 14 AND 15;

THENCE ALONG SAID DIVISION LINE IN A SOUTHWESTERLY DIRECTION 20.96 FEET TO A POINT;

THENCE IN A WESTERLY DIRECTION THROUGH LOT 15 AND ON A LINE FORMING AN INTERIOR ANGLE OF 137° 50' 20" WITH THE LAST LINE, A DISTANCE OF 1.93 FEET TO THE EASTERLY SIDE OF YONKERS AVENUE

THENCE IN A NORTHERLY DIRECTION ALONG THE EASTERLY SIDE OF YONKERS AVENUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 180.50 FEET, A DISTANCE OF 59 FEET TO THE POINT OR PLACE OF BEGINNING.

TOGETHER WITH THE RIGHT TO A PERPETUAL EASEMENT OF A STRIP OF LAND 8 FEET WIDE RUNNING ALONG THE NORTHWESTERLY SIDE OF THE BUILDING OF THE PREMISES HEREINBEFORE DESCRIBED WHICH EASEMENT WAS MADE BY THE SHERWOOD RIVER CORP. AND DULY FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESTCHESTER.

THE PERPETUAL EASEMENT HEREINABOVE MENTIONED BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY SIDE OF YONKERS AVENUE WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN LOTS 16 AND 17 ON A AFOREMENTIONED MAP;

RUNNING THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID DIVISION LINE 132.81 FEET PER DEED (132.63 FEET PER SURVEY) TO THE DIVISION LINE BETWEEN LOTS 17 AND 30 AS ON SAID MAP;

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID DIVISION LINE 7.23 FEET TO A POINT;

THENCE THROUGH LOT 17 AND THROUGH A STONE RETAINING WALL AND ALONG THE SOUTHERLY FACE OF A ONE STORY BRICK BUILDING AND ON A LINE FORMING AN EXTERIOR ANGLE OF 82° 29' 10" WITH THE LAST COURSE A DISTANCE OF 128.51 FEET TO THE EASTERLY SIDE OF YONKERS AVENUE;

THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY SIDE OF YONKERS AVENUE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 180.50 FEET A DISTANCE OF 8.37 FEET PER DEED (8.05 FEET PER SURVEY) TO THE PLACE OF BEGINNING.

**Deed**

WA Special 8 LLC

To

1219 Yonkers Ave LLC

**Section 6**

**Block 6383**

**Lots 15 and 16**

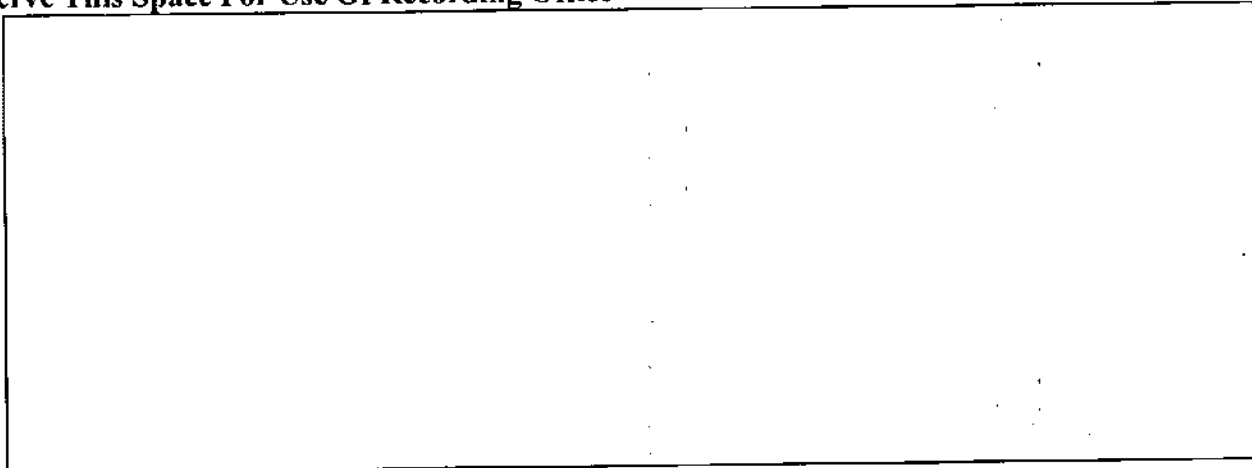
**County of Westchester, City of Yonkers**

**Street Address: 1217 and 1219 Yonkers Avenue,  
Yonkers, NY**

**Return By Mail To:**

Philip Brody  
55 Fifth Avenue, 15<sup>th</sup> Floor  
New York, NY 10003

**Reserve This Space For Use Of Recording Office**





**60-Day Advance Notification of Site Change of Use, Transfer of  
Certificate of Completion, and/or Ownership**  
Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation, 625 Broadway  
Albany NY 12233-7020

**I. Site Name:** Kimball Residences **DEC Site ID No.** C360141

**II. Contact Information of Person Submitting Notification:**

Name: Linda R. Shaw, Knauf Shaw LLP  
Address1: 1400 Crossroads Building  
Address2: 2 State Street, Rochester, NY 14614  
Phone: 585-546-8430 E-mail: lshaw@nyenvlaw.com

**III. Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- Change in Ownership or Change in Remedial Party(ies)  
 Transfer of Certificate of Completion (CoC)  
 Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy):

**IV. Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

~~Cottage International Development Group LLC is no longer the developer of the site. A new owner, 1219 Yonkers Ave LLC, which recently acquired the BCP site, is willing to assume responsibility under the BCA to perform the required investigation and remediation of the BCP site. See Support Letter and attachments for documentation of transfers relating to the change in ownership.~~

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

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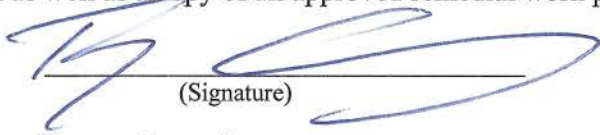
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V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name:  (Signature) 5/16/16 (Date)  
Thomas Conneally  
\_\_\_\_\_  
(Print Name)

Address1: Cottage International Development Group LLC  
Address2: 185 Riverdale Avenue, Suite 101, Yonkers, NY 10705  
Phone: 914-965-9127 E-mail: tconneally@cottageinternational.com

VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

Prospective Owner  Prospective Remedial Party  Prospective Owner Representative

Name: 1219 Yonkers Ave LLC c/o Titan Capital, David Saferstein  
Address1: 845 Third Ave., 20th Floor  
Address2: New York NY 10022  
Phone: 212-888-0004 E-mail: david@titancapital.com

Certifying Party Name: David Saferstein  
Address1: 845 Third Ave., 20th Floor  
Address2: New York NY 10022  
Phone: 212-888-0004 E-mail: david@titancapital.com

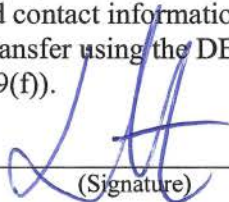
**VII. Agreement to Notify DEC after Transfer:** If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

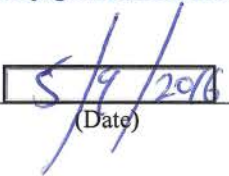
Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Date)

David Saferstein

\_\_\_\_\_  
(Print Name)

Address1: 1219 Yonkers Ave LLC c/o Titan Capital

Address2: 845 Third Ave., 20th Floor, New York, NY 10022

Phone: 212-888-0004

E-mail: [david@titancapital.com](mailto:david@titancapital.com)