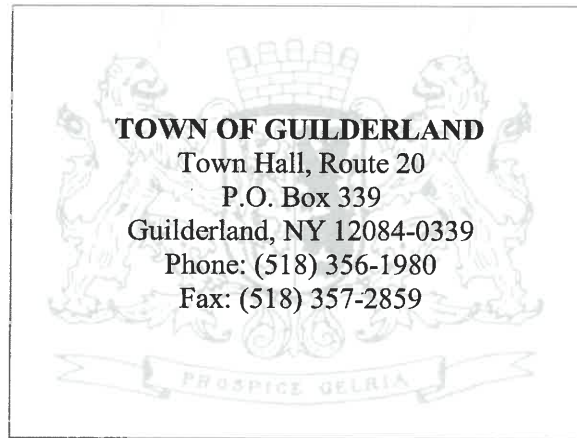


AGENDA ITEM #2

**PETER G. BARBER
SUPERVISOR**



**STEPHEN J. FEENEY
CHAIRMAN
PLANNING BOARD**

MEMORANDUM



TO: Peter G. Barber, Supervisor
& Town Board

FROM: Kenneth Kovalchik, AICP

DATE: November 28, 2023

SUBJ: Consideration of Acceptance of Relocated Westmerè Terrace Cul de Sac

In October 2020 the Planning Board approved a 222-unit apartment and townhouse style residential development on Rapp Road near Gipp Road. In August 2022 the Planning Board approved an amendment to the site plan. As part of the development of the site the cul de sac on Westmere Terrace was relocated approximately 200 feet to the south. A condition of the site plan approval required the applicant to relocate the cul de sac on Westmere Terrace and then convey the new right-of-way to the Town once the cul de sac was constructed. The relocated cul de sac has been constructed and is ready for consideration of acceptance by the Town Board.

Enclosed are the following documents for review by the Town Board and for consideration of acceptance of the easement:

1. Completed TP584 and RP5217 forms.
2. Legal description and exhibit map associated with the relocated cul de sac.
3. Title report.

Once accepted it will be the responsibility of the applicant to record the documents with the Albany County Clerk and provide filing receipts to the town once recorded.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes for conditions of conveyance (Conveyance of fee interest, Acquisition of a controlling interest, etc.).

Table for recording officer's use with columns for Amount received, Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		00
2.		00
3.		00
4.		00
5.		00
6.		00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e Other (attach detailed explanation).
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

_____ Grantor signature	Manager _____ Title	_____ Grantee signature	Town Attorney _____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with columns: Tax map designation – Section, block & lot (include dots and dashes), SWIS code (six digits), Street address, City, town, or village, County. Row 1: a portion of 52.01-3-4.2, [blank], [blank], Guilderland, Albany.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9) and a date of conveyance field (12/06/2023). Percentage of real property conveyed which is residential real property: 0%.

Condition of conveyance (mark an X in all that apply)

- List of conditions a-s with checkboxes. a. [X] Conveyance of fee interest. f. [] Conveyance which consists of a mere change of identity or form of ownership or organization. i. [] Option assignment or surrender.

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 \$, Schedule B, Part 2 \$), Date received, Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		00
2.		00
3.		00
4.		00
5.		00
6.		00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
 - e. Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

_____ Grantor signature	Supervisor _____ Title	_____ Grantee signature	Manager _____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



FOR COUNTY USE ONLY

C1. SWIS Code _____
C2. Date Deed Recorded _____
C3. Book _____ C4. Page _____

PROPERTY INFORMATION

1. Property Location 28 Westmere Terrace
* STREET NUMBER * STREET NAME
Guilderland 12084
* CITY OR TOWN * VILLAGE * ZIP CODE

2. Buyer Name Town of Guilderland
* LAST NAME/COMPANY * FIRST NAME
* LAST NAME/COMPANY * FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)
* LAST NAME/COMPANY * FIRST NAME
* STREET NUMBER AND NAME * CITY OR TOWN * STATE * ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 2 # of Parcels OR Part of a Parcel (Only If Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Exists
4B. Subdivision Approval was Required for Transfer
4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size X * FRONT FEET OR 0.00 * DEPTH * ACRES
4B. Subdivision Approval was Required for Transfer
4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name UG Family, LLC
* LAST NAME/COMPANY * FIRST NAME
* LAST NAME/COMPANY * FIRST NAME

*7. Select the description which most accurately describes the use of the property at the time of sale:
D. Non-Residential Vacant Land
Check the boxes below as they apply:
8. Ownership Type is Condominium
9. New Construction on a Vacant Land
10A. Property Located within an Agricultural District
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date _____
* 12. Date of Sale/Transfer 12/06/2023
*13. Full Sale Price 0.00
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00
Dedication of land to Town of Guilderland

15. Check one or more of these conditions as applicable to transfer:
 A. Sale Between Relatives or Former Relatives
 B. Sale between Related Companies or Partners in Business.
 C. One of the Buyers is also a Seller
 D. Buyer or Seller is Government Agency or Lending Institution
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)
 F. Sale of Fractional or Less than Fee Interest (Specify Below)
 G. Significant Change in Property Between Taxable Status and Sale Dates
 H. Sale of Business is Included in Sale Price
 I. Other Unusual Factors Affecting Sale Price (Specify Below)
 J. None
*Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 20 *17. Total Assessed Value _____
*18. Property Class 330 *19. School District Name Guilderland CSD
*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))
52.09 - 4 - 43.2

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

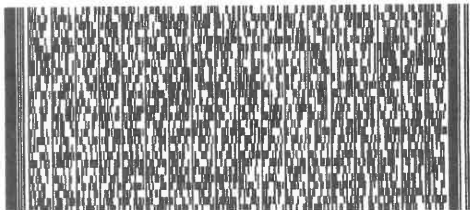
SELLER SIGNATURE

SELLER SIGNATURE _____ DATE _____
BUYER SIGNATURE _____
BUYER SIGNATURE _____ DATE _____

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Town of Guilderland
* LAST NAME * FIRST NAME
(518) 356-1980
* AREA CODE * TELEPHONE NUMBER (Ex: 9999999)
5209 Western Turnpike
* STREET NUMBER * STREET NAME
Guilderland NY 12084
* CITY OR TOWN * STATE * ZIP CODE
BUYER'S ATTORNEY
Melita James
* LAST NAME * FIRST NAME
(518) 356-1980
* AREA CODE * TELEPHONE NUMBER (Ex: 9999999)



FOR COUNTY USE ONLY

C1. SWIS Code _____

C2. Date Deed Recorded _____
Month Day Year

C3. Book _____ **C4. Page** _____



New York State Department of Taxation and Finance
 Office of Real Property Tax Services
RP- 5217-PDF
 Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location

* STREET NUMBER: Guilderland * STREET NAME: _____

* CITY OR TOWN: _____ VILLAGE: _____ * ZIP CODE: 12084

2. Buyer Name

UG Family, LLC

* LAST NAME/COMPANY: _____ FIRST NAME: _____

LAST NAME/COMPANY: _____ FIRST NAME: _____

3. Tax Billing Address

Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)

LAST NAME/COMPANY: _____ FIRST NAME: _____

STREET NUMBER AND NAME: _____ CITY OR TOWN: _____ STATE: _____ ZIP CODE: _____

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels **OR** Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

4B. Subdivision Approval was Required for Transfer

4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size * FRONT FEET X * DEPTH OR 0.00 *ACRES

Town of Guilderland

* LAST NAME/COMPANY: _____ FIRST NAME: _____

LAST NAME/COMPANY: _____ FIRST NAME: _____

***7. Select the description which most accurately describes the use of the property at the time of sale:**

D. Non-Residential Vacant Land

Check the boxes below as they apply:

8. Ownership Type is Condominium

9. New Construction on a Vacant Land

10A. Property Located within an Agricultural District

10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date _____

* 12. Date of Sale/Transfer 12/06/2023

*13. Full Sale Price 0.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property Included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:

A. Sale Between Relatives or Former Relatives

B. Sale between Related Companies or Partners in Business.

C. One of the Buyers is also a Seller

D. Buyer or Seller is Government Agency or Lending Institution

E. Deed Type not Warranty or Bargain and Sale (Specify Below)

F. Sale of Fractional or Less than Fee Interest (Specify Below)

G. Significant Change in Property Between Taxable Status and Sale Dates

H. Sale of Business is Included in Sale Price

I. Other Unusual Factors Affecting Sale Price (Specify Below)

J. None

*Comment(s) on Condition: _____

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 22 *17. Total Assessed Value _____

*18. Property Class 330 *19. School District Name Guilderland CSD

*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))
52.01 - 3 - 4.2

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

SELLER SIGNATURE _____ DATE _____

BUYER SIGNATURE

BUYER SIGNATURE _____ DATE _____

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

UG Family, LLC

* LAST NAME: _____ FIRST NAME: _____

(518) 687-7300 *TELEPHONE NUMBER (Ex: 9999999)

300 Jordan Road

* STREET NUMBER: _____ * STREET NAME: _____

Troy NY 12180

*CITY OR TOWN: _____ *STATE: _____ *ZIP CODE: _____

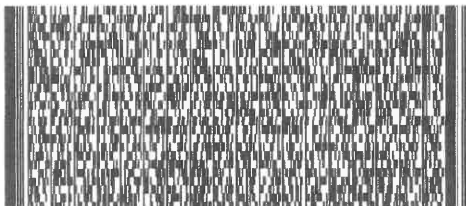
BUYER'S ATTORNEY

Mineaux John

LAST NAME: _____ FIRST NAME: _____

(518) 464-8911 TELEPHONE NUMBER (Ex: 9999999)

AREA CODE: _____ TELEPHONE NUMBER (Ex: 9999999)



QUITCLAIM DEED

THIS INDENTURE, made the ___ day of December, 2023

Between **TOWN OF GUILDERLAND**, a New York municipal corporation, with an address at 5209 Western Turnpike, Guilderland, New York 12084, party of the first part, and

UG FAMILY, LLC, a New York limited liability company, with an address at 300 Jordan Road, Troy, New York 12180, party of the second part,

Witnesseth that the party of the first part, in consideration of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the successors and assigns of the party of the second part forever,

All that certain lot, piece or parcel of land situate, lying and being in the Town of Guilderland, County of Albany and State of New York, more particularly described on Schedule "A" attached hereto, subject to all easements, covenants and restrictions of record.

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 successors and assigns of the party of the second part forever.

The party of the first part, in compliance with Section 13 of the Lien Law, hereby 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 party of the first part, by resolutions adopted December __, 2023, is authorized to convey title to that certain lot, piece or parcel of land situate, lying and being in the Town of Guilderland, County of Albany and State of New York, more particularly described on Schedule "A" attached hereto.

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

- Signatures on Following Pages -

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

UG FAMILY, LLC

By UG Family Manager, LLC, its Managing

Member

By: _____
Name: Michael J. Uccellini
Title: Manager

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

On the ___ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared, MICHAEL J. UCCELLINI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

TOWN OF GUILDERLAND

By: _____
Name:
Title:

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

On the ___ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

Record and Return To:

Town of Guilderland
5209 Western Avenue
P.O. Box 339
Guilderland, New York 12084
Attn.: _____

Schedule A

ALL that certain tract or parcel of land, situate lying and being in the Town of Guilderland, County of Albany, State of New York, being more particularly bounded and described as follows:

BEGINNING at the northwest corner of Westmere Terrace at its intersection with the property division line between lands now or formerly of UG Family LLC as described in Instrument #: 2023-4064 on the north; thence the following five (5) courses and distances through the said lands now or formerly of UG Family LLC: 1) North 54°32'41" West, 123.45 feet to a point; 2) North 31°43'30" East, 213.98 feet to a point; 3) South 55°51'05" East, 178.91 feet to a point; 4) South 32°50'12" West, 217.84 feet to a point on the northerly boundary of Westmere Terrace; thence North 54°32'41" West, 51.44 feet to the point of BEGINNING.

Containing 38,153.835 square feet OR 0.876 acres of land, being more or less.

Subject to covenants, easements, restrictions, conditions and agreements of record.

QUITCLAIM DEED

THIS INDENTURE, made the ___ day of December, 2023

Between **UG FAMILY, LLC**, a New York limited liability company, with an address at 300 Jordan Road, Troy, New York 12180, party of the first part, and

TOWN OF GUILDERLAND, a New York municipal corporation, with an address at 5209 Western Turnpike, Guilderland, New York 12084, party of the second part,

Witnesseth that the party of the first part, in consideration of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part and the successors and assigns of the party of the second part forever,

All that certain lot, piece or parcel of land situate, lying and being in the Town of Guilderland, County of Albany and State of New York, more particularly described on Schedule "A" attached hereto, subject to all easements, covenants and restrictions of record.

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 successors and assigns of the party of the second part forever.

And the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

And the party of the second part, by resolutions adopted December __, 2023, is authorized to accept and acquire title to that certain lot, piece or parcel of land situate, lying and being in the Town of Guilderland, County of Albany and State of New York, more particularly described on Schedule "A" attached hereto.

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

- Signatures on Following Pages -

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

UG FAMILY, LLC
By UG Family Manager, LLC,
its Managing Member

By: _____
Name: Michael J. Uccellini
Title: Manager

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

On the ___ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared, MICHAEL J. UCCELLINI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

TOWN OF GUILDERLAND

By: _____
Name:
Title:

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

On the ___ day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

Record and Return To:
Town of Guilderland
5209 Western Avenue
P.O. Box 339
Guilderland, New York 12084
Attn.: _____

Schedule A

ALL that certain tract or parcel of land, situate lying and being in the Town of Guilderland, County of Albany, State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly right of way of Westmere Terrace at its intersection with the property division line of lands now or formerly of UG Family LLC as described in Instrument #: 2023-406 on the north and an apparent gore, herein described on the west; thence South $32^{\circ}13'42''$ West, 10.55 feet to a point on the westerly right of way of Westmere Terrace at its intersection with the property division line between lands now or formerly of UG Family, LLC as described in Instrument #: 2023-4064 to be conveyed to the Town of Guilderland on the west and an apparent gore, herein described on the north; thence North $50^{\circ}54'37''$ West, 40.54 feet to a point on the property division line between said lands to be conveyed to the Town of Guilderland on the south, said lands now or formerly of UG Family LLC on the west, and an apparent gore to be quitclaimed by UG Family LLC on the north, and an apparent gore, herein described on the east; thence along a curve to the right having a radius of 60.00 feet, arc length of 20.15 feet and chord bearing of South $77^{\circ}56'45''$ East, 20.06 feet to a point on the property division line between an apparent gore to be quitclaimed by UG Family LLC on the west, said lands of UG Family LLC on the north and an apparent gore, herein described on the south; thence South $54^{\circ}32'41''$ East, 21.46 feet to the point of BEGINNING.

Containing 309.16 square feet or 0.007 acres of land, being more or less.

and

ALL that certain tract or parcel of land, situate lying and being in the Town of Guilderland, County of Albany, State of New York, being more particularly bounded and described as follows:

COMMENCING at a point on the westerly right of way of Westmere Terrace at its intersection with the property division line of lands now or formerly of UG Family LLC as described in Instrument #: 2023-406 on the north and an apparent gore to be quitclaimed by the Town of Guilderland on the west; thence South $32^{\circ}13'42''$ West, 10.55 feet to a point on the westerly right of way of Westmere Terrace at its intersection with the property division line between lands now or formerly of UG Family, LLC as described in Instrument #2023-64 to be conveyed to the Town of Guilderland on the west and an apparent gore to be quitclaimed to the Town of Guilderland on the north; thence from said point of beginning along the westerly right of way of Westmere Terrace South $32^{\circ}13'42''$ West, 109.43 feet to a point; thence the following two (2) courses and distances through the said lands now or formerly of UG Family LLC: 1) North $49^{\circ}20'07''$ West, 19.45 feet to a point; 2) along a curve to the right having a radius of 60.00 feet, arc length of 148.46 feet and chord bearing of North $21^{\circ}32'55''$ East, 113.38 feet to a point on the property division line between said lands now or formerly of UG Family LLC on the west, an apparent gore to be quitclaimed by UG Family LLC on the north, an apparent gore to be quitclaimed to the Town of Guilderland on the east and said lands of UG Family LLC to be conveyed to the Town of Guilderland, herein described on the south; thence South $50^{\circ}54'37''$ East, 40.54 feet to the point of BEGINNING.

Containing 6,583.45 square feet OR 0.151 acres of land, being more or less.

Subject to covenants, easements, restrictions, conditions and agreements of record.

SMPR TITLE AGENCY, INC.

Albany/Troy
50 Chapel St. Albany, NY 12207
Ph 518-434-0127 / Fax 518-434-9997

Hudson/Poughkeepsie
One Hudson City Centre, Hudson, NY 12534
Ph 518-828-4351 / Fax 518-828-7494

Saratoga/Schenectady
517 Broadway, Suite 204, Saratoga Springs, NY 12866
Ph 518-885-8700 / Fax 518-884-2564

e-mail — titles@smprtitle.com — website — www.smprtitle.com

APPLICANT		Title Number A-0142504
Michael Uccellini	Phone:	
	Fax:	
	Email: m.uccellini@ugoc.com	
Reference: Town of Guilderland from UG Family, LLC		
REPORTS HAVE BEEN SENT TO		
<u>Sellers Attorney</u> John R. Mineaux, Esq. Roemer Wallens Gold and Mineaux, LLP 13 Columbia Cir Albany NY 12203 (518) 464-1300 * FAX (518) 464-1010 E-Mail: JMineaux@rwgmlaw.com		
PROPERTY INFORMATION		
Westmere Terrace Cul-De-Sac, Guilderland, NY 12303		
County: Albany Town: Guilderland		
28 Westmere Terrace, Guilderland, NY 12303	Tax ID Sec. 52.09 Block 4 Lot 43.2	
County: Albany Town: Guilderland		
6 Crossgates Mall Road, Guilderland, NY 12303	Tax ID Sec. 52.01 Block 3 Lot 5.11	
County: Albany Town: Guilderland		
PARTIES		
Owner(s): UG Family, LLC		
Buyer(s): Town of Guilderland		
SERVICES		
TITLE POLICIES		
Owners Policy: \$0.00	Fee Simple	
Underwriter: First American Title Insurance Company		

SMPR TITLE AGENCY, INC.

COMMERCIAL OWNER / SELLER AFFIDAVIT

Title Report issued by SMPR Title Agency, Inc., as agent

Insurer: First American Title Insurance Company
SMPR Order No: A-0142504
Owner: UG Family, LLC
Purchaser: Town of Guilderland
Property: Westmere Terrace Cul-De-Sac, 28 Westmere Terrace and Part of 6 Crossgates Mall Road,
Town of Guilderland, NY

State of New York)
County of) ss.

_____ the undersigned (the "Deponent"), being duly sworn, deposes and says:

1. The Deponent is the _____ of the Owner of the Property described in the Title Report and as such is fully familiar with the facts and circumstances set forth herein.
2. The Owner has owned and occupied the Property, peaceably and undisturbed since February 2023. Owner's affiliate Gabely Development, LLC owned and occupied the Property, peaceably and undisturbed from June 2002 to February 2023. To my knowledge, title to the Property has never been questioned or disputed, nor insurance thereof refused. I know of no reason any other person might claim any right, title or interest in or to any portion of the Property.
3. There are no taxes, assessments, water charges or sewer rents against the Property now due and owing. Except as set forth in the Title Report, there are no unsatisfied judgments, liens, federal tax liens, state tax warrants, mechanics liens or mortgages filed against the Owner or the Property anywhere. The Owner has never been the subject of a bankruptcy proceeding.
4. The Property is has been redeveloped into the relocated Westmere Terrace cul-de-sac. 28 Westmere Terrace was a single family house and the part of 6 Crossgates Mall Road was the former Westmere Terrace cul-de-sac and vacant land. There are no tenants, lessees or other persons in possession of any portion of the Property.
5. Other than as set forth in the Title Report, the Owner has allowed no one to encroach on the Property, to have any easements therein, or to use any portion thereof for any purpose. There are no rights of way or common driveways running along or through the Property. The Owner has not encroached on any adjoining premises. I have no knowledge of any breach or violation of any covenants, restrictions or agreements affecting the Property.
6. A survey dated _____ made by _____ shows the Property as it exists today. There have been no changes to the Property that are not shown on the survey.
7. There have been no changes a) in the membership of the Owner limited liability company, or b) to its operating agreement since its formation. The person(s) executing the closing instruments are authorized to bind the Owner limited liability company.
8. If the Title Insurance Company is forwarding payment to the holder of an existing mortgage in satisfaction of the Owner's indebtedness, the Owner will pay any additional sums which may be required by such holder to obtain and record a discharge of such mortgage. The Title Insurance Company is appointed the Owner's agent for the purpose of taking any actions necessary to obtain such discharge.
9. The Owner is about to sell the Property. There are no facts known to me relating to the title to the Property which have not been set forth in this affidavit. The Deponent makes this affidavit to induce the Title Insurance Company to insure the title free and clear of the aforesaid, knowing they are relying hereon.

Sworn to before me this _____
day of _____, 2023

Notary Public

the Deponent

print name

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

CERTIFICATE FOR TITLE INSURANCE

First American Title Insurance Company ("the Company") certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy and (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This agreement to insure shall terminate (1) if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

CONDITIONS AND STIPULATIONS

1. This Certificate shall be null and void:

A. if the fees therefore are not paid;

B. if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

C. when the policy shall issue provided that the failure to issue such policy is not the fault of the Company;

D. until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instrument for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

THIS REPORT IS NOT A TITLE INSURANCE POLICY!

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

YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

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

First American Title Insurance Company

By: SMPR Title Agency, Inc.

By: _____
Its Authorized Officer or Agent

Direct questions to: Robert J. Sneeringer

SMPR Order No.: A-0142504

First American Title Insurance Company - SMPR Title Agency, Inc.

Date: September 21, 2023

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE A

1. Effective Date: 9/8/2023
Redated:

2. Policy or Policies to be issued:
(a) ALTA Owners Policy – 2006

Proposed Insured: Town of Guilderland

TBD

(b) ALTA Loan Policy – 2006

Proposed Insured:

The following endorsements are a part of this policy:

Standard New York Endorsement Loan
TIRSA Policy Authentication Endorsement

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

UG Family, LLC acquired title by deed from Gabelry Development, LLC dated February 10, 2023 recorded in the Albany County Clerk's Office February 14, 2023 as Instrument No. R2023-3374, corrected by deed from Gabelry Development, LLC dated as of February 10, 2023 recorded in the Albany County Clerk's Office February 28, 2023 as Instrument No. R2023-4064, which deeds also conveyed additional premises.

4. The land referred to in this Commitment is described as follows:

"SEE SCHEDULE A DESCRIPTION ATTACHED"

For Information Only:

Address: Westmere Terrace Cul-De-Sac

Address: 28 Westmere Terrace, Town of Guilderland, Albany County, NY
Section 52.09 Block 4 Lot 43.2

Address: Part of 6 Crossgates Mall Road, Town of Guilderland, Albany County, NY
Part of Section 52.01 Block 3 Lot 5.11

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE A DESCRIPTION

Metes and bounds description of the relocated Westmere Terrace Cul-De-Sac to be provided.

Schedule A – Legal Description – Page 1 of 1

SMPR Order No.: A-0142504

First American Title Insurance Company – SMPR Title Agency, Inc. Date: September 21, 2023

**LEGAL
DESCRIPTION**

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – REQUIREMENTS

I. IDENTITY OF PARTIES.

Photo identification must be presented at closing for all parties (sellers, purchasers, borrowers) to the transaction to be insured herein.

II. SECTION 13 OF LIEN LAW

Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

III. ASSIGNMENT OF MORTGAGE OR OTHER LIENS

When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

IV. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

V. CONTRACT

If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

VI. PROOF OF NO OTHER NAME

Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

VII. PERSONAL PROPERTY

Title to any personal property, whether the same be attached to or used in connection with the premises. (The policy to be issued will contain an exception as to this item without change or modification).

VIII. MARKET VALUE ENDORSEMENT – APPLIES TO RESIDENTIAL OWNERS POLICY ONLY

Section 6409(c) of the Insurance Law requires that title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupant of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing below.

Purchaser

Purchaser

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

**SCHEDULE B – SECTION 1
MATTERS TO BE DISPOSED OF:**

Fee P Loan P The following are the requirements to be complied with:

1. Owner/Sellers Affidavit must be completed and submitted to this Company.
2. The Title Report and invoice must be revised if:
 - a) The Loan Policy will insure a construction loan, a refinance without change of ownership, the modification of a previously insured mortgage, the consolidation of an additional mortgage with an existing mortgage or the lender requires the original Loan Policy delivered at closing with recording information added by endorsement.
 - b) The lender requires any of the following Loan Policy Endorsements not set forth in Schedule A Number 2 herein: Access; Additional Interest; Assignment; Condominium (Form 4); Construction Loan; Contiguity; Cooperative; Environmental Protection Lien (Form 8.1); Fannie Mae Balloon Mortgage; First Loss; Land Same As Survey; Leasehold; Manufactured Housing Unit (Form 7); Mortgage Tax; Planned Unit Development; Policy Authentication; Residential Mortgage (1-4 Family); Restrictions, Encroachments, Minerals (Form 9); Reverse Mortgage; Revolving Credit Mortgage; Swap Agreement; Tax Parcel; Variable Rate Mortgage (Form 6); Variable - Fixed Rate Conversion; Variable - Negative Amortization (Form 6.2); Waiver of Arbitration.
 - c) The purchaser requires any of the following Owners Policy Endorsements not set forth in Schedule A Number 2 herein: Access; Condominium (Form 4); Contiguity; Contract Vendee; Cooperative; Increase in Amount of Insurance; Land Same As Survey; Leasehold; Manufactured Housing Unit (Form 7); Market Value Rider (1-4 Family); Non-Imputation; Option; Planned Unit Development; Policy Authentication; Tax Parcel; Waiver of Arbitration.
3. Searches for Judgments and Federal Tax Liens have been made in the indexes on file in the County Clerk's office in which the property is located against the following:

Names: UG Family, LLC
Returns: None.
4. Proof of compliance with §209 NYLLCL by UG Family, LLC, a New York Limited Liability Company. Copies of the Articles of Organization, Operating Agreement, any and all amendments thereto and a Certificate of Good Standing by Secretary of State to be supplied to this Company. Proof to be supplied that the transaction to be insured has been authorized in accordance with the Operating Agreement.
5. Deed from UG Family, LLC to the Town of Guilderland to be recorded. Executed Forms RP-5217 and TP-584 to be provided.
6. Resolutions of the Town of Guilderland authorizing the Town to acquire title to the relocated Westmere Terrace Cul-De-Sac to be provided and referred to in the closing

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

**SCHEDULE B – SECTION 1
MATTERS TO BE DISPOSED OF:**

Fee P Loan P The following are the requirements to be complied with:

deed.

7. The relocated Westmere Terrace Cul-De-Sac to be released from the lien of the Mortgage in the amount of \$58,000,000.00 made by UG Family, LLC to M&T Bank, dated February 10, 2023 recorded in the Albany County Clerk's Office February 14, 2023 as Instrument No. R2023-3375.
8. The relocated Westmere Terrace Cul-De-Sac to be released from the General Assignment of Rents made by UG Family, LLC to M&T Bank, dated February 10, 2023 recorded in the Albany County Clerk's Office February 14, 2023 as Instrument No. R2023-3376.
9. The Street Deed which conveyed Westmere Terrace to the Town of Guilderland, Book 933 page 423, makes no reference to the old cul-de-sac at the northern end of the street. The filed map referenced in the Street Deed, filed in Drawer 117 as Map 1530, does not show the old cul-de-sac at the northern end of the street.

Notwithstanding the foregoing, a quitclaim deed is required from the Town of Guilderland to UG Family, LLC to quitclaim all right, title and interest of the Town of Guilderland in and to the old cul-de-sac at the northern end of Westmere Terrace. The metes and bounds description of the relocated Westmere Terrace Cul-De-Sac is to be excepted from the quitclaim from the Town of Guilderland to UG Family, LLC.

10. Resolutions of the Town of Guilderland authorizing the Town to quitclaim the old Westmere Terrace cul-de-sac to UG Family, LLC be provided and referred to in the quitclaim deed.

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – SECTION 2

EXCEPTIONS:

The policy or policies to be issued will contain exceptions to the following
(unless the same are disposed of to the satisfaction of this Company):

Fee P Loan P

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer charges and assessments set forth herein.
3. Water and Sewer Rents, if any. Municipal department charges, if any, not returned to county tax enforcing officer for collection.
4. Rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises herein and streets adjacent thereto.
5. Subject to any state of facts that an accurate survey would show.
6. Exact location, courses and distances of the premises described in Schedule "A" cannot be guaranteed without an accurate survey.

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SMPR TITLE AGENCY, INC., ("SMPR") requires that all payoffs be handled through SMPR's Mortgage Payoff & Discharge Service in order for SMPR to issue title insurance.

REQUIREMENTS UNDER SMPR MORTGAGE PAYOFF & DISCHARGE SERVICE

1. The payoff letter must be provided to SMPR **5 days prior** to closing;
2. The payoff check must include **5 additional days of interest**, plus weekends and holidays;
3. The payoff check must be in compliance with the payoff letter; and
4. The payoff amount must be verified by the SMPR closer or employee **at or prior to closing**;
5. The Discharge recording fee must be made payable to SMPR, not to the County Clerk, if the recording fee is not included in the payoff amount.

MORTGAGE SCHEDULE

ONE

Mortgage in the amount of \$58,000,000.00 made by UG Family, LLC to M&T Bank, dated February 10, 2023 recorded in the Albany County Clerk's Office February 14, 2023 as Instrument No. R2023-3375.

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

**TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES
WHICH ARE LIENS ON REAL PROPERTY**

ASSESSED VALUATION: Land \$56,000
Total \$56,000^

SCHOOL DISTRICT: Guilderland

EXEMPTION: N/A

AMOUNT: N/A

ASSESSED TO: UG Family LLC

ASSESSED AS: 28 Westmere Ter

PROPERTY CODE & TYPE: 311 – Residential Vacant Land

ACRES OR DIMENSIONS: 126.73 x 149.78

COUNTY OF: Albany

MUNICIPALITY: Town of Guilderland

SWIS CODE: 013089

SBL OR GRID NO.: Section 52.09 Block 4 Lot 43.2

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2023/2024 School Tax (Period 7/1-6/30, Due 9/1)

Full Tax \$1,098.35 **PAID 9/18/2023**

*School Tax Bill Attached.

2023 General Tax (Period 1/1-12/31, Due 1/1)

Full Tax \$2,257.24 (includes Unpaid Water Rent of \$49.50) **PAID 1/24/2023**

^Above Property Tax is based on Total Assessment of \$282,000.

*Property Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

Tax Search – Page 1 of 2

SMPR Order No.: A-014170142504

First American Title Insurance Company - SMPR Title Agency, Inc.

Date: September 21, 2023

**TAX & OTHER
SEARCHES**

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

**TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES
WHICH ARE LIENS ON REAL PROPERTY**

ASSESSED VALUATION: Land \$367,100
Total \$367,100

SCHOOL DISTRICT: Guilderland

EXEMPTION: N/A

AMOUNT: N/A

ASSESSED TO: UG Family LLC

ASSESSED AS: 6 Crossgates Mall Rd

PROPERTY CODE & TYPE: 330 - Vacant Commercial

ACRES OR DIMENSIONS: 19.42 Acres

COUNTY OF: Albany

MUNICIPALITY: Town of Guilderland

SWIS CODE: 013089

SBL OR GRID NO.: Section 52.01 Block 3 Lot 5.11

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2023/2024 School Tax (Period 7/1-6/30, Due 9/1)

Full Tax \$7,200.08 **PAID 9/18/2023**

*School Tax Bill Attached.

2023 General Tax (Period 1/1-12/31, Due 1/1)

Full Tax \$2,465.54 **PAID 1/24/2023**

*Property Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

Tax Search – Page 2 of 2

SMPR Order No.: A-014170142504

First American Title Insurance Company - SMPR Title Agency, Inc.

Date: September 21, 2023

**TAX & OTHER
SEARCHES**

First American Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

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

Certificate of Occupancy: NOT ORDERED.

Housing and Building Violations: NOT ORDERED.

Street Report: Westmere Terrace is a Town highway.

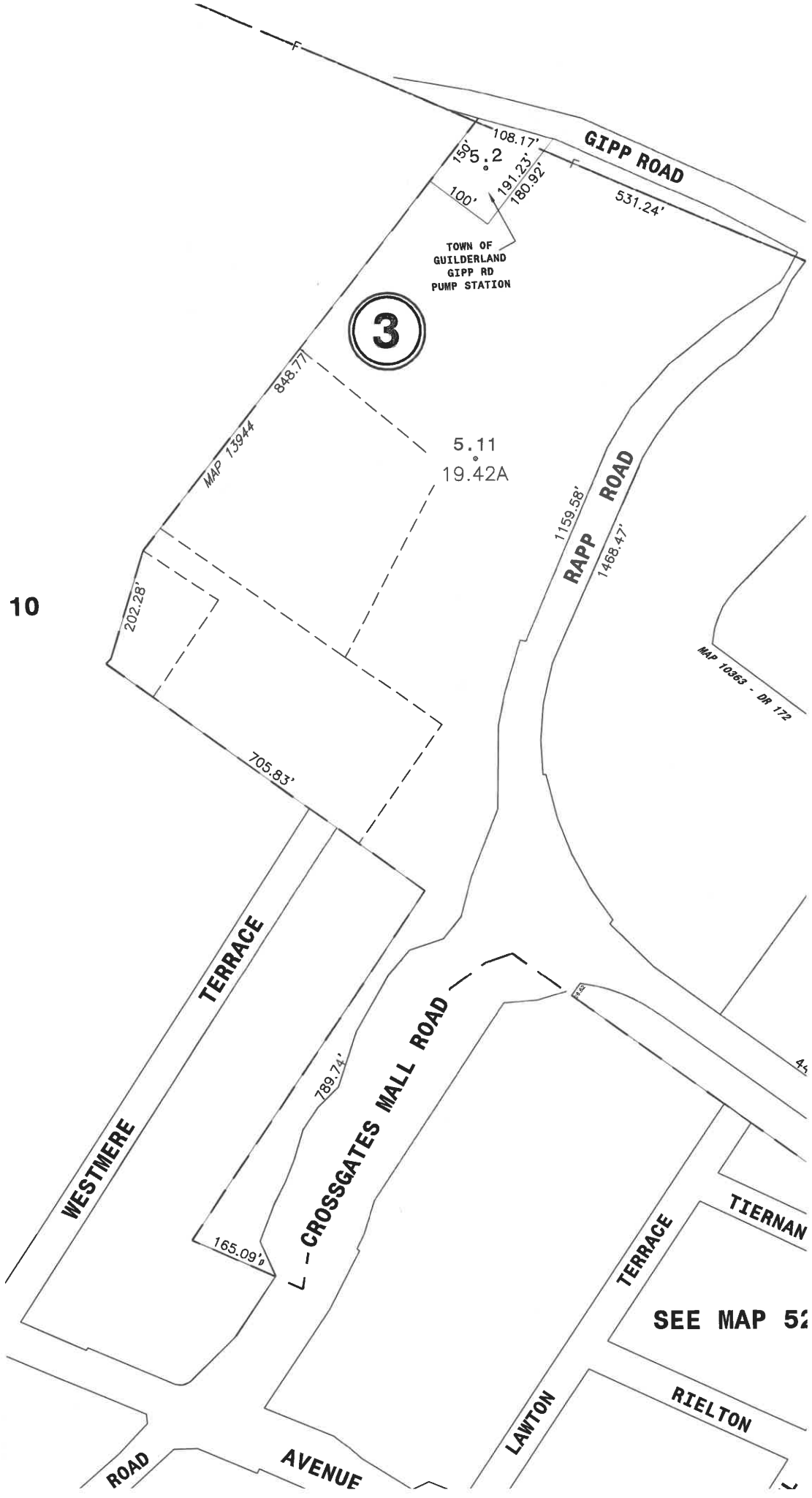
Fire Department: NOT AVAILABLE.



North

52.01-3-5.11

Town of
Guilderland



10



52.09-4-43.2
Town of Guiderland

SEE MAP 52.10



TOWN OF GUILDERLAND

Payment is made to: Lynne M. Buchanan, Receiver of Taxes
 Mail To: Guilderland Tax Office
 PO Box 339, Guilderland, NY 12084
 buchananl@togny.org 518-356-1980

Property Address: 6 Crossgates Mall Rd
Account #: 2021s/m#011
Bill #: 8918
Tax Map #: 52.01-3-5.11
SWIS Code: 013089
School Code: 013002
School District:

Land Assessment: \$367,100.00
Total Assessment: \$367,100.00
Tax Before Star: \$2,465.54
Star Savings: \$0.00
Front: 1949
Depth: 0
Acreage: 19.42
Bank:
Book #: 2022
Page #: 15047
Roll Section: 1
Class: 330

Exemptions: There are currently no exemptions applied to this property.

Levy Description	Tax Value	Tax Rate	Tax Amount
General Fund	367100.00	0.199624	\$73.28
NYS Retirement	367100.00	0.13144	\$48.25
Highway	367100.00	0.816372	\$299.69
Alb Co Election	367100.00	0.017458	\$6.41
County	367100.00	3.536894	\$1,298.39
Guild ambulance dst	367100.00	0.092848	\$34.08
Westmere f.d.	367100.00	1.179878	\$433.13
Guilderland water	367100.00	0.7418	\$272.31

Total Tax: \$2,465.54

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Amount	Paid By
12/30/2022	Tax Bill	\$2,465.54	
01/24/2023	Payment	(\$2,465.54)	Owner

Tax Due: \$0.00 *

* Does not include penalties or fees, if any.

Penalty Schedule

This table shows the penalties that will be due for late payments on this property.

Pay By	Penalty	Fee	Total Due
01/31/2023	\$0.00	\$0.00	\$2,465.54 **
02/28/2023	\$24.66	\$0.00	\$2,490.20 **
03/31/2023	\$49.31	\$0.00	\$2,514.85 **

** Does not include returned check fees, if any.

TOWN OF GUILDERLAND

Payment is made to: Lynne M. Buchanan, Receiver of Taxes
 Mail To: Guilderland Tax Office
 PO Box 339, Guilderland, NY 12084
 buchananl@togny.org 518-356-1980

Property Address: 28
 Westmere Ter

Account #: 2023
Bill #: 9366
Tax Map #:
 52.09-4-43.2

SWIS Code: 013089
School Code: 013002
School District:

Land Assessment:
 \$56,000.00

Total Assessment:
 \$282,000.00

Tax Before Star: \$2,257.24

Star Savings: \$0.00

Front: 127
Depth: 149.78
Acres: 0
Bank:

Book #: 2022
Page #: 15048
Roll Section: 1
Class: 210

Exemptions: There are currently no exemptions applied to this property.

Levy Description	Tax Value	Tax Rate	Tax Amount
General Fund	282000.00	0.199624	\$56.29
NYS Retirement	282000.00	0.13144	\$37.07
Highway	282000.00	0.816372	\$230.22
Alb Co Election	282000.00	0.017458	\$4.92
County	282000.00	3.536894	\$997.40
Guild ambulance dst	282000.00	0.092848	\$26.18
Westmere f.d.	282000.00	1.179878	\$332.73
Guild sewer zone a	5.00	9.885897	\$49.43
Sewer oper & maint	3.00	88.10439	\$264.31
Guilderland water	282000.00	0.7418	\$209.19
Unpaid water rent	49.50	1	\$49.50

Total Tax: \$2,257.24

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Amount	Paid By
12/30/2022	Tax Bill	\$2,257.24	
01/24/2023	Payment	(\$2,257.24)	Owner

Tax Due: \$0.00 *

* Does not include penalties or fees, if any.

Penalty Schedule

This table shows the penalties that will be due for late payments on this property.

Pay By	Penalty	Fee	Total Due
01/31/2023	\$0.00	\$0.00	\$2,257.24 **
02/28/2023	\$22.57	\$0.00	\$2,279.81 **
03/31/2023	\$45.14	\$0.00	\$2,302.38 **

** Does not include returned check fees, if any.

For Properties located within the Town of Guilderland border

Make Checks Payable to: Lynne M. Buchanan, Receiver of Taxes
 Mail to: Lynne M. Buchanan, Receiver of Taxes
 PO Box 339, Guilderland, NY 12084
 (518) 356-1980 BuchananL@togny.org

Property Address: 6 Crossgates Mall Rd	Account #: 2021s/m#011 Bill #: 8398 Tax Map #: 52.01-3-5.11	SWIS Code: 013089 School Code: 013002 School District:
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Land Assessment: \$367,100.00 Total Assessment: \$367,100.00 Tax Before Star: \$7,200.08 Star Savings: \$0.00	Front: 1949 Depth: 0 Acreage: 19.42 Bank:	Book #: 2023 Page #: 4064 Roll Section: 1 Class: 330
--	--	---

Exemptions: There are currently no exemptions applied to this property.

Levy Description	Tax Value	Tax Rate	Tax Amount
School Tax	367100.00	18.6185	\$6,834.85
Library Tax	367100.00	0.9949	\$365.23

Total Tax: \$7,200.08

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Amount	Paid By
09/01/2023	Tax Bill	\$7,200.08	
09/18/2023	Payment	(\$7,200.08)	Owner

Tax Due: \$0.00 *

* Does not include penalties or fees, if any.

Penalty Schedule

This table shows the penalties that will be due for late payments on this property.

Pay By	Penalty	Fee	Total Due
10/02/2023	\$0.00	\$0.00	\$7,200.08 **
10/31/2023	\$144.00	\$0.00	\$7,344.08 **

** Does not include returned check fees, if any.

For Properties located within the Town of Guilderland border

Make Checks Payable to: Lynne M. Buchanan, Receiver of Taxes
 Mail to: Lynne M. Buchanan, Receiver of Taxes
 PO Box 339, Guilderland, NY 12084
 (518) 356-1980 BuchananL@togny.org

Property Address: 28
 Westmere Ter

Account #: 2023BP
Bill #: 8848
Tax Map #:
 52.09-4-43.2

SWIS Code: 013089
School Code: 013002
School District:

Land Assessment:
 \$56,000.00
Total Assessment:
 \$56,000.00
Tax Before Star: \$1,098.35
Star Savings: \$0.00

Front: 127
Depth: 149.78
Acreage: 0
Bank:

Book #: 2023
Page #: 4064
Roll Section: 1
Class: 311

Exemptions: There are currently no exemptions applied to this property.

Levy Description	Tax Value	Tax Rate	Tax Amount
School Tax	56000.00	18.6185	\$1,042.64
Library Tax	56000.00	0.9949	\$55.71

Total Tax: \$1,098.35

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Amount	Paid By
09/01/2023	Tax Bill	\$1,098.35	
09/18/2023	Payment	(\$1,098.35)	Owner

Tax Due: \$0.00 *

* Does not include penalties or fees, if any.

Penalty Schedule

This table shows the penalties that will be due for late payments on this property.

Pay By	Penalty	Fee	Total Due
10/02/2023	\$0.00	\$0.00	\$1,098.35 **
10/31/2023	\$21.97	\$0.00	\$1,120.32 **

** Does not include returned check fees, if any.



ALBANY COUNTY – STATE OF NEW YORK
 BRUCE A. HIDLEY COUNTY CLERK
 16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R2023-3374

Receipt#: 20230596520
 Clerk: TR
 Rec Date: 02/14/2023 02:49:21 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 8
 Rec'd Frm: UG FAMILY LLC

Party1: GABELRY DEVELOPMENT LLC
 Party2: UG FAMILY LLC
 Muni: GUILDERLAND TOWN

Recording:

Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	10.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 345.00

Transfer Tax	
Transfer Tax - State	24800.00

Sub Total: 24800.00

Total: 25145.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 4660
 Commercial Transfer Tax

Transfer Tax - State	24800.00
----------------------	----------

Total: 24800.00

Record and Return To:

BOX 8

Bruce A. Hidley
 Albany County Clerk

7
Guild

WARRANTY DEED

THIS INDENTURE, made the 10th day of February, 2023,

BETWEEN,

GABELRY Development, LLC with a principal place of business at 300 Jordan Road, Troy, New York 12180,

Party of the First Part,

and

UG Family, LLC with a principal place of business at 300 Jordan Road, Troy, New York 12180,

Party of the Second Part,

WITNESSETH:

THAT the Party of the First Part, in consideration of TEN AND NO/100 DOLLARS (\$10.00), lawful money of the United States of America, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, its successors and assigns forever,

ALL that certain piece or parcel of land, with the improvements thereon contained, situate, lying and being in the Town of Guilderland and City of Albany County, New York, as more particularly described in Schedule "A" attached hereto and made a part hereof (the "Premises"),

BEING the premises conveyed to GABELRY Development, LLC by (i) deed from the Crossgates Releasco, LLC, dated June 7, 2022, and recorded June 17, 2022 in the Albany County Clerk's Office as Instrument No. R2022-15047, and (ii) deed from Brooks Realty Partners, LLC, dated June 7, 2022, and recorded June 17, 2022 in the Albany County Clerk's Office as Instrument No. R2022-15048.

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises,

PROVIDED, HOWEVER, that the Premises shall be forever restricted for use and operation of student housing; and,

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, its successors and assigns forever.

AND said Party of the First Part covenants as follows:

FIRST, that the Party of the Second Part shall quietly enjoy the said premises.

SECOND, that said Party of the First Part will forever warrant the title to said premises.

THIRD, that in compliance with Section 13 of the Lien Law, 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.

SCHEDULE A

Town of Guilderland Tax Map Parcel No. 52.01-3-5.11 and City of Albany Tax Map Parcel No. 52.06-2-8.1

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

COMMENCING at a point at the intersection of the Northeasterly boundary of U.S. Route 20, Western Avenue, Albany-Guilderland State Highway No. 5155 with the Northwesterly boundary of said highway, thence South 33 deg. 59 min. 00 sec. West along the said Northwesterly highway boundary 21.43 feet to its point of intersection with the Northeasterly boundary of U.S. Route 20, Western Avenue, Albany Guilderland State Highway No. 5155; thence North 67 deg. 27 min. 21 sec. West along said Northeasterly highway boundary 51.39 feet to its point of intersection with the division line between the lands now or formerly of the Town of Guilderland by Order of Condemnation on the Southeast and the lands now or formerly of Anthony J. Pietrosanto and Santina Pietrosanto as described in Book 1883 of Deeds at Page 379 on the Northwest; thence along said division line the following three (3) courses: 1) in a generally Easterly direction along a curve to the left having a radius of 35.00 feet a chord bearing of North 79 deg. 25 min. 39 sec. East 38.24 feet, an arc distance of 40.46 feet to a point of tangency; thence 2) North 46 deg. 18 min. 38 sec. East 108.30 feet to a point; and 3) North 33 deg. 59 min. 00 sec. East 135.65 feet to its intersection with the division line between the said lands of Pietrosanto on the Southwest and the said lands of the Town of Guilderland on the Northeast and the POINT OF BEGINNING; thence from said point of beginning North 66 deg. 37 min. 40 sec. West along said division line 165.09 feet to its point of intersection with the division line between the said lands of the Town of Guilderland on the Southeast and the lands now or formerly of the Windmere Corporation as described in Book 2353 of Deeds at Page 773 on the Northwest; thence North 33 deg. 59 min. 00 sec. East along said division line 763.36 feet to its point of intersection with the division line between the said lands of the Town of Guilderland on the Southwest and the said lands of Windmere Corporation on the Northeast; thence South 54 deg. 26 min. 52 sec. East along said division line 80.00 feet to a point; thence through the said lands of the Town of Guilderland the following thirteen (13) courses, said thirteen (13) courses to be granted WITHOUT ACCESS: 1) South 38 deg. 07 min. 48 sec. West 27.24 feet to a point; thence 2) South 33 deg. 59 min. 00 sec. West 26.00 feet to a point; thence 3) South 72 deg. 05 min 27 sec. West 64.82 feet to a point; thence 4) South 41 deg. 50 min. 12 sec. West 58.55 feet to a point; thence 5) South 30 deg. 06 min. 17 sec. West 118.27 feet to a point; thence 6) South 19 deg. 09 min. 25 sec. West 105.51 feet to a point; thence 7) South 44 deg. 52 min. 08 sec. West 52.95 feet to a point; thence 8) South 32 deg. 50 min. 15 sec. West 50.01 feet to a point; thence 9) South 16 deg. 16 min. 58 sec. West 49.34 feet to a point; thence 10) South 21 deg. 19 min 51 sec. West 50.22 feet to a point; thence 11) South 27 deg. 00 min. 08 sec. West 49.37 feet to a point; thence 12) South 22 deg. 00 min. 08 sec. West 67.47 feet; and 13) South 25 deg. 26 min. 20 sec. East 69.99 feet to the point of beginning, containing 1.118± acres of land.

ALSO ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Guilderland and City of Albany, County of Albany and State of New York, described as follows:

PORTION OF LANDS NOW OR FORMERLY OF PYRAMID CROSSGATES COMPANY,
WEST OF RAPP ROAD, TOWN OF GUILDERLAND, COUNTY OF ALBANY, STATE OF NEW
YORK ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE IN THE TOWN
OF GUILDERLAND, COUNTY OF ALBANY, STATE OF NEW YORK, LYING GENERALLY

MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE COMMON DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF PYRAMID CROSSGATES COMPANY AS DESCRIBED IN BOOK 2510 OF DEEDS AT PAGE 664, BOOK 2210 OF DEEDS AT PAGE 667 AND BOOK 2462 OF DEEDS AT PAGE 401 ON THE NORTHEAST AND LANDS NOW OR FORMERLY OF THE TOWN OF GUILDERLAND, LANDS NOW OR FORMERLY OF JOHN M. GIPP AS DESCRIBED IN BOOK 2450 OF DEEDS AT PAGE 409, THE NORTHEASTERLY TERMINUS OF WESTMERE TERRACE, LANDS NOW OR FORMERLY OF DAVID A. WEISER AS DESCRIBED IN BOOK 2642 OF DEEDS AT PAGE 107 AND LANDS NOW OR FORMERLY OF SAID BAC BUILDING CORP. AS DESCRIBED IN BOOK 2552 OF DEEDS AT PAGE 988 ON THE SOUTHWEST WITH THE DIVISION LINE BETWEEN LANDS OF SAID PYRAMID CROSSGATES COMPANY AND LANDS NOW OR FORMERLY OF SAID BAC BUILDING CORP. ON THE SOUTHEAST AND LANDS NOW OR FORMERLY OF NIAGARA MOHAWK POWER CORPORATION AS DESCRIBED IN BOOK 1936 OF DEEDS AT PAGE 168 ON THE NORTHWEST; AND RUNS THENCE FROM SAID POINT OF BEGINNING AND ALONG THE LAST MENTIONED DIVISION LINE NORTH 34° 09' 47" EAST 16.28 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF SAID PYRAMID CROSSGATES COMPANY ON THE EAST AND LANDS NOW OR FORMERLY OF SAID NIAGARA MOHAWK POWER CORPORATION ON THE WEST; THENCE NORTH 16° 31' 37" EAST ALONG THE LAST MENTIONED DIVISION LINE 202.28 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF SAID PYRAMID CROSSGATES COMPANY ON THE SOUTHEAST AND LANDS NOW OR FORMERLY OF SAID NIAGARA MOHAWK POWER CORPORATION ON THE NORTHWEST; THENCE NORTH 37° 56' 26" EAST ALONG THE LAST MENTIONED DIVISION LINE 823.88 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS OF SAID PYRAMID CROSSGATES COMPANY ON THE SOUTHWEST AND THE LANDS NOW OR FORMERLY OF THE TOWN OF GUILDERLAND AS DESCRIBED IN BOOK 2622 OF DEEDS AT PAGE 194 ON THE NORTHEAST; THENCE ALONG THE LAST MENTIONED DIVISION LINE SOUTH 52° 03' 34" EAST 100.00 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS OF SAID PYRAMID CROSSGATES COMPANY ON THE SOUTHEAST AND THE LANDS OF SAID TOWN OF GUILDERLAND ON THE NORTHWEST; THENCE ALONG THE LAST MENTIONED DIVISION LINE NORTH 37° 56' 26" EAST 191.23 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY ROAD BOUNDARY OF GIPP ROAD; THENCE ALONG SAID SOUTHERLY ROAD BOUNDARY SOUTH 74° 27' 59" EAST 36.03 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY ROAD BOUNDARY OF GIPP ROAD; THENCE ALONG SAID SOUTHWESTERLY ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 66° 05' 59" EAST 312.19 FEET TO A POINT; AND 2) SOUTH 62° 17' 24" EAST 174.55 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY HIGHWAY BOUNDARY OF RAPP ROAD; THENCE ALONG SAID NORTHWESTERLY HIGHWAY BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 56° 55' 22" WEST 27.35 FEET TO A POINT OF CURVATURE; 2) IN A GENERALLY SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET, AN ARC LENGTH OF 194.19 FEET AND A CHORD BEARING OF SOUTH 44° 35' 41" WEST 193.60 FEET TO A POINT OF REVERSE CURVATURE; 3) IN A GENERALLY SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 265.61 FEET AND A CHORD BEARING OF SOUTH 37° 57' 51" WEST 262.84 FEET TO A POINT OF TANGENCY; AND 4) SOUTH 23° 36' 26" WEST 356.95 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHEASTERLY HIGHWAY BOUNDARY OF RAPP ROAD;

THENCE NORTH 66° 23' 34" WEST ALONG SAID NORTHEASTERLY HIGHWAY BOUNDARY 7.22 FEET TO ITS POINT OF INTERSECTION WITH THE WESTERLY HIGHWAY BOUNDARY OF RAPP ROAD; THENCE ALONG SAID WESTERLY HIGHWAY BOUNDARY THE FOLLOWING FIVE (5) COURSES: 1) IN A GENERALLY SOUTHERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 452.62 FEET, AN ARC LENGTH OF 192.42 FEET AND A CHORD BEARING OF SOUTH 13° 12' 33" WEST 190.97 FEET TO A POINT OF TANGENCY; 2) SOUTH 01° 01' 50" WEST 129.90 FEET TO A POINT; 3) SOUTH 22° 00' 58" WEST 123.60 FEET TO A POINT; 4) SOUTH 12° 48' 57" WEST 17.77 FEET TO A POINT; AND 5) SOUTH 21° 02' 40" WEST 68.76 FEET TO ITS POINT OF INTERSECTION WITH THE ABOVE FIRST MENTIONED COMMON DIVISION LINE; THENCE ALONG SAID ABOVE FIRST MENTIONED COMMON DIVISION LINE NORTH 54° 26' 52" WEST 803.01 FEET TO THE POINT OR PLACE OF BEGINNING.

28 Westmere Terrace, Town of Guilderland Tax Map Parcel Nos. 52.09-4-43.2

ALL that lot, piece or parcel of land situate in the Town of Guilderland, County of Albany and State of New York being more particularly bounded and described as follows:

Beginning at a point at the intersection of the division line between lands now or formerly of Kiernan P. Curley (L. 2376 P. 343) on the southwest and lands now or formerly of Donna L. Gipp (L. 2355 P. 1003) on the northeast with the northwesterly road boundary of Westmere Terrace; thence S 45°-54'-00" W, along said road boundary, a distance of 126.73 feet to a point; thence N 35°-39'-49" W, through lands now or formerly of Kiernan P. Curley, a distance of 149.78 feet to a point located at its intersection with the division line between lands now or formerly of STP, Inc. on the northwest and the herein described parcel on the southeast; thence N 47°-37'-30" E, along said division line, a distance of 122.19 feet to a point located at its intersection with the above mentioned division line between lands now or formerly of Donna L. Gipp on the northeast and lands now or formerly of Kiernan P. Curley on the southwest; thence S 37°-14'-19" E, along said division line, a distance of 145.52 feet to the point of beginning.

Together with all right, title and interest in and to any strips and gores of land lying within and/or between the above described parcels and lying between the perimeter boundaries of the above described parcels and the streets, lots and parcels surrounding and adjacent thereto.

THE ABOVE DESCRIBED PARCELS ARE TOGETHER BOUNDED AND DESCRIBED AS FOLLOWS:

ALL that tract, piece or parcel of land situate, lying and being in the City of Albany and Town of Guilderland, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point at the intersection of the northwesterly line of Rapp Road with the southerly line of Gipp Road and running thence from said point of beginning along said northwesterly line of Rapp Road the following seven courses and distances: 1) S 56° 49' 33" W 27.35 feet to a point; 2) thence southwesterly on the arc of a curve to the right having a radius of 720.00 feet, a chord running S 44° 29' 52" W 193.60 feet, for an arc distance of 194.19 feet to a point; 3) thence southwesterly on the arc of a curve to the left having a radius of 530.00 feet, a chord running S 37° 52' 02" W 262.84 feet, for an arc distance of 265.61 feet to a point; 4) thence S

23° 30' 37" W 356.95 feet to a point; 5) thence N 66° 29' 23" W 7.22 feet to a point; 6) thence southerly on the arc of a curve to the left having a radius of 452.62 feet, a chord running S 13° 06' 44" W 190.97 feet, for an arc distance of 192.42 feet to a point; and 7) thence S 00° 56' 01" W 129.90 feet to a point; thence along the intersection of said northwesterly line of Rapp Road with the northwesterly line of Crossgates Mall Road the following four courses and distances: 1) S 21° 55' 09" W 123.60 feet to a point; 2) thence S 12° 43' 08" W 17.77 feet to a point; 3) thence S 20° 56' 51" W 68.76 feet to a point; and 4) thence N 54° 32' 41" W 1.11 feet to a point; thence along said northwesterly line of Crossgates Mall Road the following thirteen courses and distances: 1) S 38° 00' 45" W 27.57 feet to a point; 2) thence S 33° 51' 57" W 26.00 feet to a point; 3) thence S 71° 58' 24" W 64.82 feet to a point; 4) thence S 41° 42' 09" W 58.55 feet to a point; 5) thence S 29° 59' 14" W 118.27 feet to a point; 6) thence S 19° 02' 22" W 105.51 feet to a point; 7) thence S 44° 45' 05" W 52.95 feet to a point; 8) thence S 32° 43' 12" W 50.01 feet to a point; 9) thence S 16° 09' 55" W 49.34 feet to a point; 10) thence S 21° 12' 48" W 50.22 feet to a point; 11) thence S 26° 53' 05" W 49.37 feet to a point; 12) thence S 21° 53' 05" W 67.47 feet to a point; and 13) thence S 25° 33' 23" E 69.99 feet to a point; thence N 66° 44' 43" W, along the northeasterly boundary line of lands now or formerly of Pilarinos Real Estate LLC (Liber 3035 page 901), 165.09 feet to a point; thence along the southeasterly and northeasterly boundary lines of lands now or formerly of Gipp (Liber 849 page 92) the following two courses and distances: 1) N 33° 51' 57" E 763.73 feet to a point; and 2) thence N 54° 32' 41" W 269.76 feet to a point on the northwesterly line of Westmere Terrace; thence S 32° 13' 42" W, along said northwesterly line of Westmere Terrace, 137.27 feet to a point; thence N 49° 20' 07" W, along the northeasterly boundary line of lands now or formerly of Breslin and Cozine (Liber 2827 page 392), 149.78 feet to a point; thence along the southeasterly and northeasterly boundary lines of lands now or formerly of BAC Building Corporation (Liber 2552 page 988) the following two courses and distances: 1) N 33° 57' 12" E 122.19 feet to a point; and 2) thence N 54° 32' 41" W 307.52 feet to a point; thence along the southeasterly boundary lines of lands now or formerly of Niagara Mohawk Power Corporation (Liber 1414 page 89 and Liber 1936 cp 168) the following three courses and distances: 1) N 34° 03' 58" E 16.28 feet to a point; 2) thence N 16° 25' 48" E 202.28 feet to a point; and 3) thence N 37° 50' 37" E 823.88 feet to a point; thence along the southwesterly and southeasterly boundary lines of lands now or formerly of the Town of Guilderland (Liber 2622 page 194) the following two courses and distances: 1) S 52° 09' 23" E 100.00 feet to a point; and 2) thence N 37° 50' 37" E 191.23 feet to a point on said southerly line of said Gipp Road; thence along the southerly line of said Gipp Road the following three courses and distances: 1) S 74° 33' 48" E 36.03 feet to a point; 2) thence S 66° 11' 48" E 312.19 feet to a point; and 3) thence S 62° 23' 13" E 174.55 feet to the point and place of beginning. Containing 20.211± acres of land.



ALBANY COUNTY – STATE OF NEW YORK
 BRUCE A. HIDLEY COUNTY CLERK
 16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R2023-4064

Receipt#: 20230598978
 Clerk: LF
 Rec Date: 02/28/2023 09:02:46 AM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 9
 Rec'd Frm: UG FAMILY LLC

Party1: GABELRY DEVELOPMENT LLC
 Party2: UG FAMILY LLC
 Muni: GUILDERLAND TOWN

Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 340.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 340.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 4878
 Transfer Tax

Total: 0.00

THIS PAGE CONSTITUTES THE CLERK'S
 ENDORSEMENT, REQUIRED BY SECTION 316-a (5)
 & 319 OF THE REAL PROPERTY LAW OF THE
 STATE OF NEW YORK.

Record and Return To:

JOHN R MINEAUX ESQ
 ROEMER WALLENS GOLD & MINEAUX LLP
 13 COLUMBIA CIRCLE
 ALBANY NY 12203

Bruce A. Hidley
 Albany County Clerk

#8
(guild)

CORRECTION WARRANTY DEED

THIS INDENTURE, made as of the 10th day of February, 2023,

BETWEEN,

GABELRY Development, LLC with a principal place of business at 300 Jordan Road, Troy, New York 12180,

Party of the First Part,

and

UG Family, LLC with a principal place of business at 300 Jordan Road, Troy, New York 12180,

Party of the Second Part,

WITNESSETH:

THAT the Party of the First Part, in consideration of TEN AND NO/100 DOLLARS (\$10.00), lawful money of the United States of America, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, its successors and assigns forever,

ALL that certain piece or parcel of land, with the improvements thereon contained, situate, lying and being in the Town of Guilderland and City of Albany County, New York, as more particularly described in Schedule "A" attached hereto and made a part hereof (the "Premises"),

BEING the premises conveyed to GABELRY Development, LLC by (i) deed from the Crossgates Releasco, LLC, dated June 7, 2022, and recorded June 17, 2022 in the Albany County Clerk's Office as Instrument No. R2022-15047, and (ii) deed from Brooks Realty Partners, LLC, dated June 7, 2022, and recorded June 17, 2022 in the Albany County Clerk's Office as Instrument No. R2022-15048.

AND BEING the premises conveyed to UG Family, LLC by deed from GABELRY Development, LLC, dated February 10, 2023, and recorded February 14, 2023 in the Albany County Clerk's Office as Instrument No. R2023-3374.

THIS CORRECTION WARRANTY DEED is intended to correct the Warranty Deed made by GABELRY Development, LLC to UG Family, LLC recorded February 14, 2023 as Instrument No. R2023-3374 to delete the restriction that the Premises be used and operated for student housing.

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, its successors and assigns forever.

AND said Party of the First Part covenants as follows:

FIRST, that the Party of the Second Part shall quietly enjoy the said premises.

SECOND, that said Party of the First Part will forever warrant the title to said premises.

THIRD, that in compliance with Section 13 of the Lien Law, 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.

SCHEDULE A

Town of Guilderland Tax Map Parcel No. 52.01-3-5.11 and City of Albany Tax Map Parcel No. 52.06-2-8.1

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

COMMENCING at a point at the intersection of the Northeasterly boundary of U.S. Route 20, Western Avenue, Albany-Guilderland State Highway No. 5155 with the Northwesterly boundary of said highway, thence South 33 deg. 59 min. 00 sec. West along the said Northwesterly highway boundary 21.43 feet to its point of intersection with the Northeasterly boundary of U.S. Route 20, Western Avenue, Albany Guilderland State Highway No. 5155; thence North 67 deg. 27 min. 21 sec. West along said Northeasterly highway boundary 51.39 feet to its point of intersection with the division line between the lands now or formerly of the Town of Guilderland by Order of Condemnation on the Southeast and the lands now or formerly of Anthony J. Pietrosanto and Santina Pietrosanto as described in Book 1883 of Deeds at Page 379 on the Northwest; thence along said division line the following three (3) courses: 1) in a generally Easterly direction along a curve to the left having a radius of 35.00 feet a chord bearing of North 79 deg. 25 min. 39 sec. East 38.24 feet, an arc distance of 40.46 feet to a point of tangency; thence 2) North 46 deg. 18 min. 38 sec. East 108.30 feet to a point; and 3) North 33 deg. 59 min. 00 sec. East 135.65 feet to its intersection with the division line between the said lands of Pietrosanto on the Southwest and the said lands of the Town of Guilderland on the Northeast and the POINT OF BEGINNING; thence from said point of beginning North 66 deg. 37 min. 40 sec. West along said division line 165.09 feet to its point of intersection with the division line between the said lands of the Town of Guilderland on the Southeast and the lands now or formerly of the Windmere Corporation as described in Book 2353 of Deeds at Page 773 on the Northwest; thence North 33 deg. 59 min. 00 sec. East along said division line 763.36 feet to its point of intersection with the division line between the said lands of the Town of Guilderland on the Southwest and the said lands of Windmere Corporation on the Northeast; thence South 54 deg. 26 min. 52 sec. East along said division line 80.00 feet to a point; thence through the said lands of the Town of Guilderland the following thirteen (13) courses, said thirteen (13) courses to be granted WITHOUT ACCESS: 1) South 38 deg. 07 min. 48 sec. West 27.24 feet to a point; thence 2) South 33 deg. 59 min. 00 sec. West 26.00 feet to a point; thence 3) South 72 deg. 05 min 27 sec. West 64.82 feet to a point; thence 4) South 41 deg. 50 min. 12 sec. West 58.55 feet to a point; thence 5) South 30 deg. 06 min. 17 sec. West 118.27 feet to a point; thence 6) South 19 deg. 09 min. 25 sec. West 105.51 feet to a point; thence 7) South 44 deg. 52 min. 08 sec. West 52.95 feet to a point; thence 8) South 32 deg. 50 min. 15 sec. West 50.01 feet to a point; thence 9) South 16 deg. 16 min. 58 sec. West 49.34 feet to a point; thence 10) South 21 deg. 19 min 51 sec. West 50.22 feet to a point; thence 11) South 27 deg. 00 min. 08 sec. West 49.37 feet to a point; thence 12) South 22 deg. 00 min. 08 sec. West 67.47 feet; and 13) South 25 deg. 26 min. 20 sec. East 69.99 feet to the point of beginning, containing 1.118± acres of land.

ALSO ALL that certain plot, piece or parcel of land situate, lying and being in the Town of

Guilderland and City of Albany, County of Albany and State of New York, described as follows:

PORTION OF LANDS NOW OR FORMERLY OF PYRAMID CROSSGATES COMPANY, WEST OF RAPP ROAD, TOWN OF GUILDERLAND, COUNTY OF ALBANY, STATE OF NEW YORK ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF GUILDERLAND, COUNTY OF ALBANY, STATE OF NEW YORK, LYING GENERALLY WESTERLY OF RAPP ROAD, GENERALLY SOUTHERLY OF GIPP ROAD, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE COMMON DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF PYRAMID CROSSGATES COMPANY AS DESCRIBED IN BOOK 2510 OF DEEDS AT PAGE 664, BOOK 2210 OF DEEDS AT PAGE 667 AND BOOK 2462 OF DEEDS AT PAGE 401 ON THE NORTHEAST AND LANDS NOW OR FORMERLY OF THE TOWN OF GUILDERLAND, LANDS NOW OR FORMERLY OF JOHN M. GIPP AS DESCRIBED IN BOOK 2450 OF DEEDS AT PAGE 409, THE NORTHEASTERLY TERMINUS OF WESTMERE TERRACE, LANDS NOW OR FORMERLY OF DAVID A. WEISER AS DESCRIBED IN BOOK 2642 OF DEEDS AT PAGE 107 AND LANDS NOW OR FORMERLY OF SAID BAC BUILDING CORP. AS DESCRIBED IN BOOK 2552 OF DEEDS AT PAGE 988 ON THE SOUTHWEST WITH THE DIVISION LINE BETWEEN LANDS OF SAID PYRAMID CROSSGATES COMPANY AND LANDS NOW OR FORMERLY OF SAID BAC BUILDING CORP. ON THE SOUTHEAST AND LANDS NOW OR FORMERLY OF NIAGARA MOHAWK POWER CORPORATION AS DESCRIBED IN BOOK 1936 OF DEEDS AT PAGE 168 ON THE NORTHWEST; AND RUNS THENCE FROM SAID POINT OF BEGINNING AND ALONG THE LAST MENTIONED DIVISION LINE NORTH $34^{\circ} 09' 47''$ EAST 16.28 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF SAID PYRAMID CROSSGATES COMPANY ON THE EAST AND LANDS NOW OR FORMERLY OF SAID NIAGARA MOHAWK POWER CORPORATION ON THE WEST; THENCE NORTH $16^{\circ} 31' 37''$ EAST ALONG THE LAST MENTIONED DIVISION LINE 202.28 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF SAID PYRAMID CROSSGATES COMPANY ON THE SOUTHEAST AND LANDS NOW OR FORMERLY OF SAID NIAGARA MOHAWK POWER CORPORATION ON THE NORTHWEST; THENCE NORTH $37^{\circ} 56' 26''$ EAST ALONG THE LAST MENTIONED DIVISION LINE 823.88 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS OF SAID PYRAMID CROSSGATES COMPANY ON THE SOUTHWEST AND THE LANDS NOW OR FORMERLY OF THE TOWN OF GUILDERLAND AS DESCRIBED IN BOOK 2622 OF DEEDS AT PAGE 194 ON THE NORTHEAST; THENCE ALONG THE LAST MENTIONED DIVISION LINE SOUTH $52^{\circ} 03' 34''$ EAST 100.00 FEET TO ITS POINT OF INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS OF SAID PYRAMID CROSSGATES COMPANY ON THE SOUTHEAST AND THE LANDS OF SAID TOWN OF GUILDERLAND ON THE NORTHWEST; THENCE ALONG THE LAST MENTIONED DIVISION LINE NORTH $37^{\circ} 56' 26''$ EAST 191.23 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY ROAD BOUNDARY OF GIPP ROAD; THENCE ALONG SAID SOUTHERLY ROAD BOUNDARY SOUTH $74^{\circ} 27' 59''$ EAST 36.03 FEET

TO ITS POINT OF INTERSECTION WITH THE , SOUTHWESTERLY ROAD BOUNDARY OF GIPP ROAD; THENCE ALONG SAID SOUTHWESTERLY ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 66° 05' 59" EAST 312.19 FEET TO A POINT; AND 2) SOUTH 62° 17' 24" EAST 174.55 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY HIGHWAY BOUNDARY OF RAPP ROAD; THENCE ALONG SAID NORTHWESTERLY HIGHWAY BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 56° 55' 22" WEST 27.35 FEET TO A POINT OF CURVATURE; 2) IN A GENERALLY SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET, AN ARC LENGTH OF 194.19 FEET AND A CHORD BEARING OF SOUTH 44° 35' 41" WEST 193.60 FEET TO A POINT OF REVERSE CURVATURE; 3) IN A GENERALLY SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 265.61 FEET AND A CHORD BEARING OF SOUTH 37° 57' 51" WEST 262.84 FEET TO A POINT OF TANGENCY; AND 4) SOUTH 23° 36' 26" WEST 356.95 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHEASTERLY HIGHWAY BOUNDARY OF RAPP ROAD; THENCE NORTH 66° 23' 34" WEST ALONG SAID NORTHEASTERLY HIGHWAY BOUNDARY 7.22 FEET TO ITS POINT OF INTERSECTION WITH THE WESTERLY HIGHWAY BOUNDARY OF RAPP ROAD; THENCE ALONG SAID WESTERLY HIGHWAY BOUNDARY THE FOLLOWING FIVE (5) COURSES: 1) IN A GENERALLY SOUTHERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 452.62 FEET, AN ARC LENGTH OF 192.42 FEET AND A CHORD BEARING OF SOUTH 13° 12' 33" WEST 190.97 FEET TO A POINT OF TANGENCY; 2) SOUTH 01° 01' 50" WEST 129.90 FEET TO A POINT; 3) SOUTH 22° 00' 58" WEST 123.60 FEET TO A POINT; 4) SOUTH 12° 48' 57" WEST 17.77 FEET TO A POINT; AND 5) SOUTH 21° 02' 40" WEST 68.76 FEET TO ITS POINT OF INTERSECTION WITH THE ABOVE FIRST MENTIONED COMMON DIVISION LINE; THENCE ALONG SAID ABOVE FIRST MENTIONED COMMON DIVISION LINE NORTH 54° 26' 52" WEST 803.01 FEET TO THE POINT OR PLACE OF BEGINNING.

28 Westmere Terrace, Town of Guilderland Tax Map Parcel Nos. 52.09-4-43.2

ALL that lot, piece or parcel of land situate in the Town of Guilderland, County of Albany and State of New York being more particularly bounded and described as follows:

Beginning at a point at the intersection of the division line between lands now or formerly of Kiernan P. Curley (L. 2376 P. 343) on the southwest and lands now or formerly of Donna L. Gipp (L. 2355 P. 1003) on the northeast with the northwesterly road boundary of Westmere Terrace; thence S 45°-54'-00" W, along said road boundary, a distance of 126.73 feet to a point; thence N 35°-39'-49" W, through lands now or formerly of Kiernan P. Curley, a distance of 149.78 feet to a point located at its intersection with the division line between lands now or formerly of STP, Inc. on the northwest and the herein described parcel on the southeast; thence N 47°-37'-30" E, along said division line, a distance of 122.19 feet to a point located at its intersection with the above mentioned division line between lands now or formerly of Donna L. Gipp on the northeast and lands now or formerly of Kiernan P. Curley on the southwest; thence S 37°-14'-19" E, along said division line, a distance of 145.52 feet to the point of beginning.

Together with all right, title and interest in and to any strips and gores of land lying within and/or between the above described parcels and lying between the perimeter boundaries of the above described parcels and the streets, lots and parcels surrounding and adjacent thereto.

THE ABOVE DESCRIBED PARCELS ARE TOGETHER BOUNDED AND DESCRIBED AS FOLLOWS:

ALL that tract, piece or parcel of land situate, lying and being in the City of Albany and Town of Guilderland, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point at the intersection of the northwesterly line of Rapp Road with the southerly line of Gipp Road and running thence from said point of beginning along said northwesterly line of Rapp Road the following seven courses and distances: 1) S 56° 49' 33" W 27.35 feet to a point; 2) thence southwesterly on the arc of a curve to the right having a radius of 720.00 feet, a chord running S 44° 29' 52" W 193.60 feet, for an arc distance of 194.19 feet to a point; 3) thence southwesterly on the arc of a curve to the left having a radius of 530.00 feet, a chord running S 37° 52' 02" W 262.84 feet, for an arc distance of 265.61 feet to a point; 4) thence S 23° 30' 37" W 356.95 feet to a point; 5) thence N 66° 29' 23" W 7.22 feet to a point; 6) thence southerly on the arc of a curve to the left having a radius of 452.62 feet, a chord running S 13° 06' 44" W 190.97 feet, for an arc distance of 192.42 feet to a point; and 7) thence S 00° 56' 01" W 129.90 feet to a point; thence along the intersection of said northwesterly line of Rapp Road with the northwesterly line of Crossgates Mall Road the following four courses and distances: 1) S 21° 55' 09" W 123.60 feet to a point; 2) thence S 12° 43' 08" W 17.77 feet to a point; 3) thence S 20° 56' 51" W 68.76 feet to a point; and 4) thence N 54° 32' 41" W 1.11 feet to a point; thence along said northwesterly line of Crossgates Mall Road the following thirteen courses and distances: 1) S 38° 00' 45" W 27.57 feet to a point; 2) thence S 33° 51' 57" W 26.00 feet to a point; 3) thence S 71° 58' 24" W 64.82 feet to a point; 4) thence S 41° 42' 09" W 58.55 feet to a point; 5) thence S 29° 59' 14" W 118.27 feet to a point; 6) thence S 19° 02' 22" W 105.51 feet to a point; 7) thence S 44° 45' 05" W 52.95 feet to a point; 8) thence S 32° 43' 12" W 50.01 feet to a point; 9) thence S 16° 09' 55" W 49.34 feet to a point; 10) thence S 21° 12' 48" W 50.22 feet to a point; 11) thence S 26° 53' 05" W 49.37 feet to a point; 12) thence S 21° 53' 05" W 67.47 feet to a point; and 13) thence S 25° 33' 23" E 69.99 feet to a point; thence N 66° 44' 43" W, along the northeasterly boundary line of lands now or formerly of Pilarinos Real Estate LLC (Liber 3035 page 901), 165.09 feet to a point; thence along the southeasterly and northeasterly boundary lines of lands now or formerly of Gipp (Liber 849 page 92) the following two courses and distances: 1) N 33° 51' 57" E 763.73 feet to a point; and 2) thence N 54° 32' 41" W 269.76 feet to a point on the northwesterly line of Westmere Terrace; thence S 32° 13' 42" W, along said northwesterly line of Westmere Terrace, 137.27 feet to a point; thence N 49° 20' 07" W, along the northeasterly boundary line of lands now or formerly of Breslin and Cozine (Liber 2827 page 392), 149.78 feet to a point; thence along the southeasterly and northeasterly boundary lines of lands now or formerly of BAC Building Corporation (Liber 2552 page 988) the following two courses and distances: 1) N 33° 57' 12" E 122.19 feet to a point; and 2) thence N 54° 32' 41" W 307.52 feet to a point; thence along the southeasterly boundary lines of lands now or formerly of Niagara Mohawk Power Corporation (Liber 1414 page 89 and Liber 1936 cp 168) the following three courses and distances: 1) N 34° 03' 58" E 16.28 feet to a point; 2) thence N 16° 25' 48" E 202.28

feet to a point; and 3) thence N 37° 50' 37" E 823.88 feet to a point; thence along the southwesterly and southeasterly boundary lines of lands now or formerly of the Town of Guilderland (Liber 2622 page 194) the following two courses and distances: 1) S 52° 09' 23" E 100.00 feet to a point; and 2) thence N 37° 50' 37" E 191.23 feet to a point on said southerly line of said Gipp Road; thence along the southerly line of said Gipp Road the following three courses and distances: 1) S 74° 33' 48" E 36.03 feet to a point; 2) thence S 66° 11' 48" E 312.19 feet to a point; and 3) thence S 62° 23' 13" E 174.55 feet to the point and place of beginning. Containing 20.211± acres of land.

That the said parties of the first part will forever warrant the title to
subject
in compliance with section 16 of the Highways of the State of New York the grant
of the said premises and the improvements thereon and the parties of the first part
of the part of improvements and that the grant of will apply to the same first to the
benefit of the said parties of the first part and secondly to the benefit of the
parties of the second part of the first part and secondly to the benefit of the
parties of the second part.

Witness my hand and seal of said Town of Guilderland, Albany County, New York, this
twentieth day of October, 1941.
John F. Gipp, Mayor of Guilderland, Albany County, New York.
Effic M. Gipp, his wife.
Town of Guilderland, Albany County, New York.

933-423

THIS INDENTURE Made the Twentieth day of October Nineteen Hundred and Forty-one,
BETWEEN John F. Gipp and Effic M. Gipp, his wife, of the Town of Guilderland, Albany County,
parties of the first part, and Town of Guilderland of the County of Albany and State of New York,
party of the second part,

WITNESSETH, that the parties of the first part, in consideration of One Dollar (\$1.00) lawful
money of the United States, and other good and valuable considerations paid by the party of the
second part, do hereby grant and release to the party of the second part, their heirs and assigns
forever,

All that certain tract or parcel of land situate, lying and being in the aforementioned Town,
known and distinguished as Westmore Terrace, bounded and described as follows: Starting at an
iron pipe on the Northernly side of the Great Western Turnpike at the intersection of the lands of
the parties of the first part and one now or formerly James Cameron and runs thence along the same
side of said road S53° 25' E - 180.5 ft. to an iron pipe, the Place of Beginning and runs thence
N. 45° 54' E 1075. ft thence S. 44° 8' E - 60 ft. thence South 45° 54' W - 1085.16 ft. to an iron pipe on
the Northernly side of the said Great Western Turnpike, thence N. 53° 25' W - 60 ft. to the place of
beginning. Be the aforesaid dimensions more or less. All as shown on a map titled "Property of
John F. Gipp, Town of Guilderland, Albany County, New York" made by P. M. Van Zile P.E. & S July
20, 1939 and revised Oct. 8, 1941.

Q-117
M 1530

This is given to the Town of a highway. Being a part of the lands deeded to the parties of the
first part by Anna Luella Ward and recorded April 5, 1932 in the Albany County Clerk's Office in
Liber 849 of Deeds at Page 92.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in
and to said premises,

TO HAVE AND TO HOLD the premises here in granted unto the party of the second part, their heirs
and assigns forever.

AND said parties of the first part covenant as follows:

- FIRST That the party of the second part shall quietly enjoy the said premises;
- SECOND That said parties of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

John F. Gipp L. S.

Effie M. Gipp L. S.

STATE OF NEW YORK COUNTY OF ALBANY TOWN OF GUILDFIELD SS: On this Twentieth day of October Nineteen Hundred and Forty-one, before me, the subscriber, personally appeared JOHN F. GIPP and EFFIE M. GIPP, his wife, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

John F. Gipp
Effie M. Gipp

Harold J. Hart,
Clerk of Deeds, Albany, N. Y.

Rec April 22, 1942, 11:52 A. M.

Clerk.

A Lease.

Know all men by these presents that the Ideal Explosives Company, Inc.

has hereunto set its hand and seal the date of the execution of this Instrument between it and the party of the first part and the party of the second part who accept the conditions described hereinafter for the term of ten years, beginning on the first day of January, 1942, and shall be payable in advance of each anniversary of the first day of January, 1942, and shall be paid at the same time that the first anniversary of the first day of January, 1942.

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Dr
 117
 Map
 1530

Property of John F. Gipp
 Town of Guilderland, Albany Co. N.Y.
 F. M. Van Zile P.E. L.S. July 20, 1939
 Scale 1"=50'
 Revised Oct. 8, 1941 F. M. Van Zile P.E. L.S.

Great Western Turnpike

I certify that this survey was completed July 15, 1939
 and that this map was completed July 20, 1939
 F. M. Van Zile P.E. L.S. No. 112 of Albany 2276

