

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

NY Title Ins. Lic. No.: TLA-1353623

## Commitment for Title Insurance

Issued By



755 Jefferson Road – Suite 300

Rochester, NY 14623

Phone: (888) 250-9056 / (585) 454-4770

Fax: (888) 250-9057 / (585) 454-4943

[www.webtitle.us](http://www.webtitle.us)

A handwritten signature in black ink that reads "John V. Villani".

By: \_\_\_\_\_

**John V. Villani, Esq.**  
Title Counsel

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**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.**

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## AGREEMENT TO ISSUE POLICY

WebTitle Agency ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Special Note: Please be advised that WebTitle Agency, as authorized issuing agent, utilizes title insurance rate calculators available to the general public on the internet free of charge. Please feel free to contact WebTitle Agency for a list of these website addresses.



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Title No: WTA-23-012836

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. Commitment Effective Date: **November 6, 2023**
2. Date of issuance: **December 22, 2023**
3. Policy (or Policies) to be issued and Proposed Insured:

Owners Policy with Leasehold Endorsement ALTA OWNERS (6-17-06):

Proposed Insured: **NY Lansing II, LLC**  
Policy Amount: **\$116,808.41**

THIS COMMITMENT IS FURNISHED BY WEBTITLE AGENCY AS AUTHORIZED ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

4. The estate or interest in the land described or referred to in this Commitment is **Leasehold**.
5. THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

### Parcel A – North Triphammer Road

**John F. Young, Susan M. Barnett, James R. Young and Julie R. Young**

Source of Title: Quit Claim Deed dated May 5, 1998 by and between County of Tompkins, Grantor, and John F. Young, Susan M. Barnett, James R. Young and Julie R. Young, Grantee, and recorded on May 11, 1998 in Liber 818, Page 292.

*Note: Above Deed also conveys Tax Lot 41.-1-28, which is not certified herein.*

### Parcel B – North Triphammer Road

**John F. Young and Susan M. Barnett, husband and wife, as tenants by the entirety as to an undivided one-half interest, and James R. Young and Julie R. Young, husband and wife, as tenants by the entirety as to the remaining undivided one-half interest**

Source of Title: Warranty Deed dated March 30, 2001 by and between Po Family Limited Partnership, Grantor, and John F. Young and Susan M. Barnett, husband and wife, as tenants by the entirety as to an undivided one-half interest, and James R. Young and Julie R. Young, husband and wife, as tenants by the entirety as to the remaining undivided one-half interest, Grantee, and recorded on March 30, 2001 in Liber 900, Page 17.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

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

**SEE SCHEDULE "A" CONTINUED ATTACHED HERETO AND MADE A PART HEREOF**

7. The land referred to in this Commitment is situated in the State of New York and is identified as follows:

### Parcel A

Property Address:	North Triphammer Road, Lansing, NY 14882 (Town of Lansing)
County:	Tompkins
SWIS Code:	503289
Tax ID No.	44.-1-1.2
Property Type:	NON-RESIDENTIAL

### Parcel B

Property Address:	North Triphammer Road, Lansing, NY 14882 (Town of Lansing)
County:	Tompkins
SWIS Code:	503289
Tax ID No.	44.-1-3.3
Property Type:	NON-RESIDENTIAL

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

### Parcel A – North Triphammer Road, Tax Lot No. 44.-1-1.2

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Lansing, County of Tompkins, State of New York, at North Triphammer Road, being parcel number 44.-1-1.2, serial number 78 on the list of delinquent taxes for the 1997(A) Tax Foreclosure Proceedings, being approximately 23.9 acres, which parcel was formerly assessed to Elizabeth R. Biss and acquired by the County of Tompkins in the 1997(A) Tax Foreclosure Proceedings by deed recorded in the Tompkins County Clerk's Office on April 3, 1998 in Deed Book 816 at Page 177.

### Parcel B – North Triphammer Road, Tax Lot No. 44.-1-3.3

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins and State of New York, and being a part of Military Lot #95 in said Town, and more particularly bounded and described as follows:

BEGINNING at a point marked by a pin, which point is located the following four courses and distances from the intersection of the center line of North Triphammer Road with the center line of Triphammer Terrace;

1. Southerly along North Triphammer Road a chord distance of 2,398 feet, more or less, to a point in the center line of North Triphammer Road;
2. South 02 degrees 11' 35" east 299.59 feet to a point in the center line of North Triphammer Road;
3. South 02 degrees 07' 20" east 342.32 feet to a point in the center line of North Triphammer Road;
4. North 86 degrees 18' 07" east, passing through a pin set in the easterly line of North Triphammer Road at 25 feet, and continuing along this course a total distance of 440.13 feet to the point or place of beginning (which point marks the northwesterly corner of Parcel B and the northeasterly corner of Parcel E as shown on the survey map hereinafter referenced);

Running thence south 02 degrees 12' 53" east, passing through pins at 186 feet, at a further distance of 118.07 feet, for a total distance on this course of 550.07 feet to an existing pin at the southeasterly corner of premises reputedly of Milligan (643 Deeds at page 417);

Running thence north 87 degrees 17' 07" east along the north line of premises now or formerly of Cornell University (439/452), passing through pins at 300 feet, 600 feet, 900 feet, 1,250 feet, and 1,500 feet, and continuing on this course a total distance of 3,227.40 feet to a pipe;

Running thence north 02 degrees 49' 26" west along the west line of premises reputedly of Hillcrest Associates (643 Deeds at page 1069) a distance of 432.09 feet to a pipe;

Running thence north 03 degrees 33' 46" west along the west line of premises reputedly of Krizek (835 Deeds at page 25) a distance of 130.14 feet to a pipe;

*-continued-*



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

### Parcel B – North Triphammer Road, Tax Lot No. 44.-1-3.3

Running thence south 87 degrees 26' 46" west along said premises reputedly of Krizek (835 Deeds at page 25) a distance of 1,812.15 feet to a pipe;

Running thence south 87 degrees 27' 22" west a distance of 1,160.95 feet to a pin (this and the next two courses being along the southerly boundary of other premises of the grantees);

Running thence south 00 degrees 00' 22" east a distance of 16.50 feet to a pin;

Running thence south 86 degrees 18' 07" west a distance of 246.02 feet to the point or place of beginning.

The above-described premises are shown as Parcel B on a survey map entitled "Survey Map showing lands of Po Limited Partnership and Young et al., No. 2665-No. 2677 North Triphammer Road, Town of Lansing, Tompkins County, New York", prepared by T.G. Miller, P.C., Engineers and Surveyors, dated February 13, 2001.

The above-described parcel is being expressly conveyed without access (ingress or egress) to North Triphammer Road and there shall be no implied easement of access or easement of necessity over the portion of the premises being retained by the grantor for the benefit of the premises hereby conveyed (the premises being retained being shown on the T.G. Miller survey being filed concurrently herewith as Parcel C and D/E thereon).

BEING A PORTION OF PARCEL 4(A) described and conveyed in the deed from Ching Po and Liang Chun Po to Po Family Limited Partnership dated January 1, 1999 and recorded January 19, 1999 in the Tompkins County Clerk's Office in Liber 839 of Deeds at page 1.

Also being a portion of the parcel shown and designated as Parcel 2 on a certain survey map entitled "Arthur Milligan, Sr., and Viola Milligan, N. Triphammer (Mil #95), Town of Lansing, Tompkins County, New York", dated October 20, 1988, and drawn by Gary Bruce Davison, a copy of which was filed in said Clerk's Office on November 29, 1988 in Drawer L, Page 71, said Parcel 2 having been conveyed to Liang Chun Po and Ching Po (formerly) Maxim by deed dated November 23, 1988 and recorded November 29, 1988 in said Clerk's Office in Liber 642 of Deeds at page 186.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B-I, REQUIREMENTS

Proposed Insured agrees to Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured; Pay us the premiums, fees and charges for the policy; Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

**In addition to the above, the following requirements must be met:**

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Returns, if any, of title search continuation since the effective date shown on Schedule A herein.
3. The following endorsement(s) are to be added to the final policy:

**Fee Policy: NY Standard, Leasehold Owners**

**Note: This Company should be contacted prior to closing to provide any endorsement(s) required, and to calculate the applicable endorsement charge(s).**

4. Proof of payment of taxes, tax liens, tax sales, water rates, sewer rents, user fees and assessments:

**North Triphammer Road, 44.-1-1.2**

**2023 Town and County Taxes (due 01/31/23) PAID**

**2023-24 School Taxes (due 10/01/23) PAID**

**2024 Town and County Taxes – A lien as of 01/01/24, not yet due and payable**

**North Triphammer Road, 44.-1-3.3**

**2023 Town and County Taxes (due 01/31/23) PAID**

**2023-24 School Taxes (due 10/01/23) PAID**

**2024 Town and County Taxes – A lien as of 01/01/24, not yet due and payable**

5. Mortgage(s): NONE

**Note: See Attached Mortgage Schedule Herein**

6. Proposed insured documents not provided at the time of examination.
7. Proof is required that the seller is not a party to any matrimonial action pursuant to Domestic Relations Law Section 236. Attached affidavit is to be signed at closing.
8. PLEASE NOTE: Pursuant to NYCCR 35.7, this commitment includes a notice to the borrower(s). Buyer's Counsel should have this notice signed by their client(s) as soon as possible and returned to our office. Return instructions are included on the disclosure. Thank you.



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## COMMITMENT FOR TITLE INSURANCE SCHEDULE B-I, REQUIREMENTS

9. The following items must be submitted to this Company following closing:

- ALL Affidavits & Forms Attached to this Commitment
- Fully Executed HUD-1 Settlement Statement
- Purchaser/Borrower Identification
- Seller Identification, if the seller is a natural person
- Payment of Fee and/or Loan Premiums
- Curatives, as required, to omit Schedule B-II items.
- Proof of payment of all real estate taxes.
- Copies of Insured Documents, if this Company is not recording the same.

Receipt of requested items are required in order to issue final policy. Copies can also be emailed to [policies@webtitle.us](mailto:policies@webtitle.us).

10. Patriot searches have been made vs. the name(s) of **John F. Young, Susan M. Barnett, James R. Young, Julie R. Young, and NY Lansing II, LLC**, and the following returns have been found:

**NONE**

11. New York Northern District Bankruptcy searches have been made vs. the name(s) of **John F. Young, Susan M. Barnett, James R. Young, Julie R. Young, and NY Lansing II, LLC** and the following returns have been found:

**NONE**

12. NY Lansing II, LLC is a Limited Liability Company and the following is required:

- a) Copy of articles of organization, proof of filing with the Department of State and payment of filing fees, and proof of publication of the formation.
- b) Copy of operating agreement must be reviewed for authorization and dissolution provisions in particular.
- c) Proof is required that the party or parties executing instruments on behalf of the LLC have authority to act.
- d) Certificate of Good Standing from the New York Department of State.
- e) Affidavit must be obtained to the effect that none of its members are dead, bankrupt, incapacitated, or dissolved nor have any members been expelled nor have withdrawn from membership.
- f) If the entity is foreign (outside of NYS), authority to do business in the State of New York is required in the form of a Certificate of Authority.

Company reserves the right to raise additional exceptions upon examination of the same.

13. The documents creating the leasehold title interest to be insured herein must be recorded prior to or at closing.



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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B-I, REQUIREMENTS

14. This Company requires a metes and bounds legal description of the leasehold parcel and any easements for ingress and egress to the leasehold parcel, to replace the Schedule A legal description herein of the underlying fee parcel. Said description must be recited in the recorded leasehold documents.
15. If the easements for ingress and egress to the leasehold parcel burden the lands of adjoining owners, said adjoining owners must join in granting said easements.
16. The deed in Liber 818 Page 292 conveys Tax Lots 41.-1-28 and 44.-1-1.2 to John F. Young, Susan M. Barnett, James R. Young and Julie R. Young. Tax Lot 41.-1-28 is a lot of approximately 1 acre in size and adjoins Tax Lot 44.-1-1.2 to the north, but was not included in the client's title order. If said Tax Lot 41.-1-28 was intended to be included, please contact WebTitle Agency to amend this title commitment.
17. Questions about this report should be directed to John Villani at [jvillani@webtitle.us](mailto:jvillani@webtitle.us).



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B-II, EXCEPTIONS

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land, that a correct survey would show, and an inspection of the premises would disclose.
3. No title insured to any lands lying within the bounds of any street or highway.
4. Exact acreage is not insured herein.
5. Easement granted to New York State Electric & Gas Corporation as set forth by instrument dated July 2, 1953 and recorded on August 13, 1953 in Liber 360, Page 472. (Affects tax Lot 44.-1-1.2)
6. Easement granted to New York State Electric & Gas Corporation as set forth by instrument dated May 7, 1968 and recorded on July 30, 1968 in Liber 476, Page 857. (Affects tax Lot 44.-1-1.2)
7. Easement granted to New York Telephone Company as set forth by instrument dated May 26, 1976 and recorded on June 8, 1976 in Liber 551, Page 849. (Affects Tax Lot 44.-1-1.2)
8. Right of Way and Easement granted to Town of Lansing as set forth by instrument dated September 6, 1989 and recorded on January 23, 1990 in Liber 652, Page 268. (Affects Tax Lot 44.-1-1.2)
9. Right of Way granted to New York State Electric & Gas Corporation as set forth by instrument dated October 5, 1935 and recorded on March 4, 1936 in Liber 239, Page 106 (as recited in the Deed from Knettles to Milligan, recorded September 12, 1944 in Liber 272, page 238). (Affects 44.-1-3.3)
10. Right of Way granted to Ovid Electric Company as set forth by instrument dated August 20, 1919 and recorded on May 6, 1919 in Liber 5 of Miscellaneous Records, Page 83 (as recited in the Deed from Knettles to Milligan, recorded September 12, 1944 in Liber 272, Page 238). (Affects 44.-1-3.3)
11. Easement granted to New York State Electric & Gas Corporation as set forth by instrument dated May 7, 1968 and recorded on July 30, 1968 in Liber 476, Page 861. (Affects Tax Lot 44.-1-3.3)
12. Easement granted to New York Telephone Company as set forth by instrument dated June 5, 1976 and recorded on June 8, 1976 in Liber 551, Page 852. (Affects Tax Lot 44.-1-3.3)
13. Per language in the deed in Liber 900 Page 17, access from Tax Lot 44.-1-3.3 to a public road is not insured.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## COMMITMENT FOR TITLE INSURANCE MORTGAGE SCHEDULE

NONE



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## DOMESTIC RELATIONS LAW SECTION 236 AFFIDAVIT

**PREMISES:** North Triphammer Road and North Triphammer Toad, Lansing, NY 14882

The undersigned Buyer and/or Seller, being first duly sworn, severally depose(s) and say(s):

I am/We are this day refinancing, acquiring or selling the real estate referenced above (hereinafter, the "Premises").

That Deponent is the owner/mortgagor of real property more commonly referenced above, having taken title by Deed recorded in the County Clerk's Office.

That Deponent is not currently a party to any matrimonial action commenced on or after September 1, 2009.

This Affidavit is made for the purpose of inducing third parties to purchase and/or mortgage the real property referenced above knowing that such parties shall rely upon the truth of the above statements.

Further, this affidavit is executed to induce WebTitle Agency and its Underwriter to issue its policy of title insurance covering said premises, knowing that they will rely on the statements herein made are true.

Dated: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
**John F. Young**

\_\_\_\_\_  
**Susan M. Barnett**

\_\_\_\_\_  
**James R. Young**

\_\_\_\_\_  
**Julie R. Young**

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**STATE OF NEW YORK**

**COUNTY OF** \_\_\_\_\_

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

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

Commission Expires: \_\_\_\_\_



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No: WTA-23-012836

## LLC AFFIDAVIT (Purchaser)

**PREMISES: North Triphammer Road and North Triphammer Toad, Lansing, NY 14882**

\_\_\_\_\_, ("Deponent") Member/Manager of **NY Lansing II, LLC**, a New York limited liability company ("Purchaser"), being duly sworn, deposes and says:

That Deponent resides in the County of \_\_\_\_\_, State of \_\_\_\_\_ and is a citizen of the United States of America; that he (she) is over the age of twenty-one years, and is a member and/or manager of \_\_\_\_\_, a duly created limited liability company, organized and existing under and by virtue of the Laws of the State of New York, with its principal office located at \_\_\_\_\_, New York, and that Deponents, as such member/manager, is duly authorized to make this affidavit.

That the articles of organization of \_\_\_\_\_ were duly published for six (6) consecutive weeks in \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ and proof thereof was duly filed in the office of the New York Secretary of State and that Purchaser is now in good standing thereunder. That the articles of organization have not been modified since its formation, and that as member/manager I have authorization to execute closing documents for real estate transactions.

That I am the sole member/manager of said LLC and no other person or entity has any ownership interest in (or claim against any member's interest in) said LLC. Other members, if any, are stated here: \_\_\_\_\_.

That none of its members are dead, bankrupt, incapacitated, or dissolved nor have any members been expelled nor have withdrawn from membership.

That there are no judgments, injunctions, decrees, attachments, or orders of any court for the payment of money against said LLC or to which it is a party, unsatisfied or not cancelled of record in any of the federal or state courts of the United States of America or any suit or proceeding pending anywhere affecting the Property.

That no case or proceeding in bankruptcy has ever been instituted by or against said LLC or any of its members in any federal or state court of the United States of America nor has said LLC at any time made an assignment for the benefit of creditors. No filing in bankruptcy is contemplated by said LLC.

That no statement of fact has been omitted by Deponent(s) from this affidavit which would make this affidavit misleading or incorrect, or which, with the mere passage of time, would make this affidavit misleading or incorrect. This affidavit is intended to be relied on by induce WebTitle Agency and its Underwriter to issue a policy of insurance covering the above stated premises.

\_\_\_\_\_  
Member/Manager

**STATE OF NEW YORK**

**COUNTY OF \_\_\_\_\_**

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

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

Commission Expires: \_\_\_\_\_



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## INDIVIDUAL SELLER(S) AFFIDAVIT

**PREMISES: North Triphammer Road and North Triphammer Toad, Lansing, NY 14882**

**John F. Young, Susan M. Barnett, James R. Young and Julie R. Young**, ("Deponent") being duly sworn, deposes and says:

1. I am / We are this day selling the above referenced premises.
2. I / We have not been known by any other name except: \_\_\_\_\_
3. That there is not any other contract to sell the Property or any part thereof nor granted any option or right of first refusal to any person or entity with respect to the Property. That there are no existing licenses, leases, oral or written, recorded or unrecorded, affecting the Property or any part thereof.
4. That there are no tenants at the premises.
5. Any fence(s), driveway(s), shed(s), deck(s), retaining wall(s), garage(s), swimming pool(s) and any other improvement(s) (hereinafter "Improvement") are located wholly within the perimeter of the property.
  - a. No demand has been made to remove any Improvement;
  - b. No Improvement has been intended to establish the boundary lines between the property and the adjoining properties;
  - c. No one else has claimed title to the property within the surveyed boundary lines;
  - d. No dispute exists with adjoining owners as to the ownership or location of any Improvement.
6. The property have continuously occupied openly and notoriously, exclusively, under claim of rightful ownership, adversely to any other claims for my / our entire ownership, and to the best of my / our knowledge for more than twenty (20) consecutive years, during which period the title has not been disputed and the possession of the property has been peaceable and undisturbed.
7. That all sewer or water rents, charges, meter charges or other utility charges or assessments have been or will be paid or discharged fully by as of the date of closing (unless otherwise agreed to with the Buyer by possession agreement or by closing adjustment credit to the Buyer at closing) with respect to the Property.
8. That no work has been performed upon or with respect to the Property within the past eight (8) months that could ripen into a mechanic's lien and that there are no outstanding liens or violations which have ripened to liens, against the Property or any part thereof, whether or not such liens or violations are reflected in the records of the County Clerk in said County.
9. That there are no judgments, injunctions, decrees, attachments, or orders of any court for the payment of money against me / us, unsatisfied or not cancelled of record in any of the federal or state courts of the United States of America or any suit or proceeding pending anywhere affecting the Property.
10. That no case or proceeding in bankruptcy has ever been instituted by or against me /us in any federal or state court of the United States of America nor has an assignment been made for the benefit of creditors.



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Title No: WTA-23-012836

## INDIVIDUAL SELLER(S) AFFIDAVIT

I hereby give this undertaking and indemnity to WebTitle Agency, Inc. and their Underwriter to issue its Title Policy. I realize they will rely on the truth of the statements herein contained.

\_\_\_\_\_  
**John F. Young**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Susan M. Barnett**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**James R. Young**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Julie R. Young**

Dated: \_\_\_\_\_

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STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

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

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

Commission Expires: \_\_\_\_\_





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No: WTA-23-012836

## MEMORANDUM OF TITLE FEES

**THIS IS NOT AN INVOICE. DO NOT PAY FROM THIS MEMORANDUM.**

New York State Insurance Law Section 2119 (f) & 35.6 (a) requires that we provide you with, and that you sign, this memorandum that specifies the cost of any ancillary services that we provide together with the title insurance premium being charged.

PROPERTY ADDRESS: North Triphammer Road and North Triphammer Toad, Lansing, NY 14882

<u>Seller Charge</u>	<u>Amount</u>		<u>Buyer / Borrower Charge</u>	<u>Amount</u>
Fee Premium		X	Fee Premium	\$688.00
Fee Endorsements			Fee Endorsements	
Loan Premium			Loan Premium	
Loan Endorsements			Loan Endorsements	
Land Records Search & Examination of Title		X	Land Records Search	\$900.00
Additional Work Charges, FC Abstract			Survey Locate and/or Inspection	
Bankruptcy, Tax and Patriot Searches			Bankruptcy, Tax and Patriot Searches	
Judgment & Lien Search			Judgment & Lien Search	
UCC Search			UCC Search	
Document Copies		X	Document Copies	\$88.00
Continuation Search & Examination			Continuation Search & Examination	
Departmental (Municipal) Searches			Departmental (Municipal) Searches	
ACRIS Preparation			ACRIS Preparation	
Overnight / Courier Fees			Overnight / Courier Fees	
Recording Service Fee			Recording Service Fee	
Abstract Locate Fee			Abstract Locate Fee	
Abstract Redate Fee			Abstract Redate Fee	
40 Year Abstract			40 Year Abstract	
Tax Escrow - Payoff Fee			Tax Escrow - Payoff Fee	
Franchise Tax Report				
<b>TOTAL</b>	<b>\$0.00</b>		<b>TOTAL</b>	<b>\$1,626.00</b>

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NY Lansing II, LLC



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## NOTICES

All of the recording information contained herein refers to the Public Records of the County shown on Schedule A herein, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

All notices required to be given and any statement in writing required to be furnished by the Company or to the Company shall include the number of this policy.

WebTitle Agency cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-866-932-6322. Office hours are from 8:00 a.m. through 5:00 p.m. Monday through Friday.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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Title No: WTA-23-012836

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our Underwriter, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or other means.
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

