

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **MANDORLA GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation organized and existing under the Private Housing Finance Law and the Not-for-Profit Corporation Law of New York State, with offices at 700 East Brighton Avenue, Syracuse, New York 13205 (**Owner**), party of the first part, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) lawful money of the United States, to the party/parties of the first part in hand paid, at or before the ensealing and delivery of these presents by the **TOWN OF CICERO, NY**, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these present does/do grant and convey unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof **ALL OF ITS RIGHTS, TITLE AND INTEREST** in and to all public utilities as constructed and installed pursuant to the plans and specification of the Town of Cicero in the **Cottages at Garden Grove (a/k/a Mandorla Gardens)** as petitioned for in said Town of Cicero, including but not limited to the sewer facilities and all appurtenances thereto located within the project.

TO HAVE AND TO HOLD the same unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof forever. And the party/parties of the first part does/do covenant and agree to and with the said party of the second part, to **WARRANT** and **DEFEND** the sale of the said goods and chattels hereby sold unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof against all and every person and persons whomsoever.

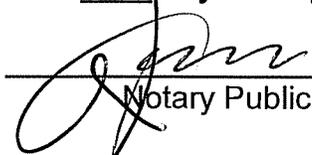
Whenever the text hereof requires the singular number used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the party of the first part has duly executed this bill of sale on the 30th day of July, 2014.

MANDORLA GARDENS HOUSING
DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By: 
Kimberly M. Townsend, President and CEO

Subscribed and sworn to before me
This 30 day of July, 2014


Notary Public

JOHN R. BRENNAN
NOTARY PUBLIC, State of New York
No. 02BR4883409
Qualified in Onondaga County
Commission Expires December 29, 2014

Space Above This Line for Recorder's Use

Mandorla Gardens
Cicero, New York
FHA Project No. 012-43293

RELEASE OF PART OF MORTGAGED PREMISES

THIS RELEASE OF PART OF MORTGAGED PREMISES (this "**Partial Release**") given as of the ____ day of August, 2014, by CENTURY HEALTH CAPITAL, INC., a corporation organized and existing under and by virtue of the laws of the State of New York having its principal place of business at 18 Division St., Suite 309, Saratoga Springs, New York 12866 (the "**Mortgagee**") and U.S. SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner ("**HUD**"), to MANDORLA GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC., a not-for-profit corporation organized and existing under the Private Housing Finance Law and the Not-for-Profit Corporation Law of the State of New York and having its principal place of business at 700 East Brighton Avenue, Syracuse, New York 13205 (the "**Owner**"), and PLAZA NURSING HOME COMPANY, INC., a not-for-profit corporation organized and existing under Article 28 of the Public Health Law and the Not-for-Profit Corporation Law of the State of New York and having its principal place of business c/o St. Joseph's Hospital Health Center, 301 Prospect Ave., Syracuse, New York 13203 (the "**Operator**"),

WITNESSETH:

WHEREAS, the Owner holds title to a certain nursing home project (a) originally known as "Mandorla Gardens" and hereafter known (or to be known) as "The Cottages at Garden Grove", FHA Project No. 012-43293 (the "**Project**"), and (b) located at or about 5460 Meltzer Court in the Towns of Cicero and Clay in Onondaga County, New York 13039, on real property more particularly described and set forth in Schedule "A" attached hereto and made a part hereof (the "**Premises**");

Record and Return To:

John R. Brenman, Esq.
Byrne, Costello & Pickard, P.C.
Tower I, Suite 1600, 100 Madison St.
Syracuse, New York 13202-2721

WHEREAS, the Operator leases the Project from the Owner pursuant to the terms of a certain Small House Nursing Home Lease Agreement more particularly described in a certain Subordination Agreement among the Owner, the Operator and the Mortgagee recorded on March 29, 2013, in the Office of the Clerk of Onondaga County, New York, in Mortgage Book 17135 at page 566 (the **“Lease”**);

WHEREAS, the Project was financed pursuant to the terms of a certain mortgage loan in the original principal amount of \$25,418,200.00 made by the Mortgagee to the Owner (the **“Loan”**);

WHEREAS, the Loan is evidenced by a mortgage note of the Owner in the original principal amount of \$25,418,200.00 dated March 27, 2013, in favor of the Mortgagee (the **“Note”**) and is secured by, among other things, a certain mortgage encumbering the Project and granted by the Owner to the Mortgagee dated March 27, 2013, in the original principal amount \$25,418,200.00 and recorded on March 29, 2013, in the Office of the Clerk of Onondaga County, New York, in Mortgage Book 17135 at page 525 (the **“Mortgage”**);

WHEREAS, the Owner’s repayment of the Loan pursuant to the terms of the Note and the Mortgage is insured by HUD under the provisions of § 232 of the National Housing Act, as amended (the **“FHA Mortgage Insurance”**);

WHEREAS, in consideration of the Loan and the FHA Mortgage Insurance, the Owner did make, execute and deliver to HUD a certain Regulatory Agreement Housing for the Elderly, Nursing Homes, Intermediate Care Facilities and/or Board and Care Homes (Nonprofit Only) dated March 27, 2013, and recorded on March 29, 2013, in the Office of the Clerk of Onondaga County, New York, in Mortgage Book 17135 at page 535 (the **“Regulatory Agreement”**);

WHEREAS, in consideration of HUD’s consent to the Lease, the Operator did make, execute and deliver to HUD a certain Regulatory Agreement Nursing Homes dated March 27, 2013, and recorded on March 29, 2013, in the Office of the Clerk of Onondaga County, New York, in Mortgage Book 17135 at page 551 (the **“Nursing Home Regulatory Agreement”**);

WHEREAS, for purposes of the Project, the Owner has constructed certain roads over a certain portion of the Premises more particularly described and set forth in Schedule **“B”** attached hereto and made a part hereof (the **“Roads”**) and now desires to dedicate, release and convey the Roads to the Town of Cicero, New York (the **“Town”**) for highway purposes;

WHEREAS, the Mortgagee and HUD, at the request of the Owner, have agreed to give up and surrender the Roads more particularly described and set forth in Schedule **“B”** attached hereto and made a part hereof unto the Town, and to hold and retain the remainder of the Project and the Premises as security for the repayment of the Loan.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) lawful money of the United States paid by the Owner and other good and valuable consideration in hand paid, the receipt and

sufficiency of which are hereby acknowledged, the Mortgagee and HUD do hereby release, grant and quitclaim the Roads more particularly described and set forth in Schedule "B" attached hereto and made a part hereof unto the Owner, the Operator and/or the Town free and clear of the Mortgage, the Regulatory Agreement, the Nursing Home Regulatory Agreement and the Lease,

TOGETHER WITH the all hereditaments, appurtenances and improvements belonging to the Mortgagee and/or HUD, and all right, title and interest of the Mortgagee and/or HUD in and to the same, to the intent that the Roads and lands more particularly described and set forth in Schedule "B" attached hereto and made a part hereof be and hereby are released and discharged from the Mortgage, the Regulatory Agreement, the Nursing Home Regulatory Agreement and the Lease, *provided* that the remainder of the lands specified the Mortgage, the Regulatory Agreement, the Nursing Home Regulatory Agreement and the Lease shall remain encumbered and subject to the Mortgage, the Regulatory Agreement, the Nursing Home Regulatory Agreement and the Lease.

TO HAVE AND TO HOLD the Roads and lands hereby released and quitclaimed to the Owner, the Operator and/or the Town, and to the respective successors and/or assigns of the Owner, the Operator and/or the Town forever, free, clear and discharged of and from all lien and claim under and by virtue of the Mortgage, the Regulatory Agreement, the Nursing Home Regulatory Agreement and/or the Lease.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, this Partial Release shall not waive, compromise, impair or prejudice any right that HUD may have to seek recourse for any breach of the Regulatory Agreement and/or the Nursing Home Regulatory Agreement which may have occurred prior to the date hereof, except that HUD shall have no recourse pursuant to the Regulatory Agreement and/or the Nursing Home Regulatory Agreement against any portion of the Roads and lands more particularly described and set forth in Schedule "B" attached hereto and made a part hereof.

This Partial Release may be executed in counterparts, each of which shall be an original regardless of whether all parties sign the same document. Regardless of the number of counterparts, they shall constitute only one agreement. It shall not be necessary in making proof of this Partial Release to produce or account for more than one counterpart.

[the remainder of this page is intentionally left blank]

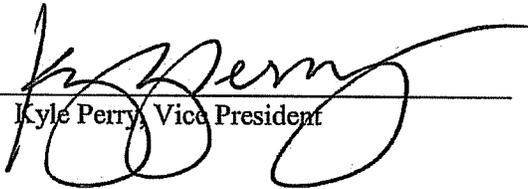
[signatures appear on following pages]

IN WITNESS WHEREOF, the undersigned have caused this Partial Release to be duly executed the day and year first above written.

Mortgagee:

CENTURY HEALTH CAPITAL, INC.,
a New York corporation

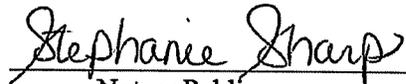
By:



Kyle Perry, Vice President

STATE OF NEW YORK)
COUNTY OF SARATOGA) SS:

On the 6th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Kyle Perry, 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

STEPHANIE SHARP
NOTARY PUBLIC, STATE OF NEW YORK
01SH5048705
QUALIFIED IN SARATOGA COUNTY
COMMISSION EXPIRES AUG. 28, 2017

[Signature of HUD Appears on next Page]

IN WITNESS WHEREOF, the undersigned have caused this Partial Release to be duly executed the day and year first above written.

HUD:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the FEDERAL HOUSING COMMISSIONER

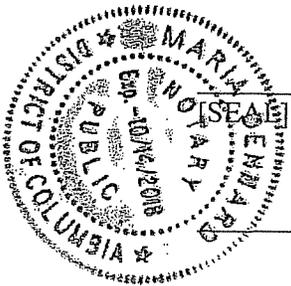
By: [Signature]
Carol S. Jun
Authorized Agent
Office of Residential Care Facilities

ACKNOWLEDGEMENT

CITY OF WASHINGTON, DISTRICT OF COLUMBIA

On this 6 day of August, 2014, before me, a notary public in and for the jurisdiction aforesaid, personally appeared Carol S. Jun, who acknowledged that she is the Authorized Agent of the Secretary of U.S. Department of Housing and Urban Development, acting by and through the Federal Housing Commissioner, and a Supervisory Account Executive in the Office of Residential Care Facilities, U.S. Department of Housing and Urban Development, and that she, being authorized to do so by virtue of such office, executed the foregoing instrument on behalf of the Federal Housing Commissioner, acting for the Secretary of the U.S. Department of Housing and Urban Development.

Witness my hand and official seal.



Notary Public

[Signature]

(Print Name)

Mana Dennard

My commission expires: 10-14-18

SCHEDULE "A"

Legal Description of Premises

Parcel 1:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga State of New York, being part of Lot 28 in said Town and being more particularly described as follows:

BEGINNING at a point in the common line between lands now or formerly owned by New Dimensions Properties, LLC as file in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by Northern Nurseries of New York, Inc. as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3135, Page #271, said point being S.83°02'13"E., 2354.62 feet from the intersection of the common line between said New Dimensions Properties, LLC and Northern Nurseries of New York Inc., with the easterly line of Burnet Road;

thence N.06°21'57"E., a distance of 848.00 feet to a point for corner;

thence S.83°38'03"E., a distance of 122.10 feet to a point in the common line the Town of Clay and the Town of Cicero;

thence S.06°21'57"W., along the common line between the Town of Clay and the Town of Cicero, a distance of 849.28 feet to a point for corner, said point being the northeasterly corner of said Northern Nurseries of New York, Inc.;

thence N.83°02'13"W., along the northerly line of said Northern Nurseries of New York, Inc. property a distance of 122.11 feet to the POINT OF BEGINNING.

Parcel 2:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero and the Town of Clay, County of Onondaga, State of New York, being part of Lot 29 in said Town of Cicero and Lot 28 in said Town of Clay and being more particularly described as follows:

BEGINNING at a point in the westerly line of Jamboree Drive, said point being N.84°06'42"W., 1530.82 feet, N.06°42'55"E., 412.52 feet, N.84°06'52"W., 1110.03 feet and S.05°53'08"W., 160.00 feet from the intersection of the common line between lands now or formerly owned by Blase LaRocca as filed in the Onondaga County Clerk's Office in Liber of Deed #4589, Page #86 and lands now or formerly owned by New Dimension Properties, LLC as filed in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862, with the westerly line of New York State Route 11;

thence S.05°53'08"W., along the westerly line of said Jamboree Drive a distance of 4.18 feet to the beginning of a curve to the right having a central angle of 09°50'13", a radius of 420.00 feet and a chord bearing and distance of S.10°48'07"W., 72.02 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive, an arc distance of 72.11 feet to a point of tangency;

thence S.15°43'13"W., along the westerly line of said Jamboree Drive, a distance of 89.87 feet to the beginning of a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of S.60°43'13"W., 35.36 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 39.27 feet to a point for corner;

thence S.16°21'32"W., along the westerly line of said Jamboree Drive a distance of 60.00 feet to the beginning of a curve to the right having a central angle of 92°00'21", a radius of 25.00 feet and a chord bearing and distance of S.28°16'36"E., 35.97 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 40.15 feet to a point of compound curve to the right having a central angle of 06°30'12", a radius of 1116.00 feet and a chord bearing and distance of S.20°58'41"W., 126.60 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 126.67 feet to a point of tangency;

thence S.24°13'47"W., along the westerly line of said Jamboree Drive, a distance of 86.12 feet to the beginning of a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of S.69°13'47"W., 35.36 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 39.27 feet to a point for corner;

thence S.24°13'47"W., along the westerly line of said Jamboree Drive a distance of 60.00 feet to the beginning of a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of S.20°46'13"E., 35.36 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 39.27 feet to a point for corner in the southerly line of Dixieland Drive;

thence S.65°46'13"E., along the southerly line of said Dixieland Drive a distance of 60.00 feet to a point for corner;

thence S.26°25'09"W., a distance of 811.72 feet to a point for corner in the northerly line of lands now or formerly owned by the Northern Nurseries of New York, Inc. as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3135, Page #271;

thence N.83°07'58"W., along the northerly line of said Northern Nurseries of New York, Inc. property, a distance of 329.67 feet to a point for corner in the common line between Lot 29 in the Town of Cicero and Lot 28 in the Town of Clay;

thence N.06°21'57"E., along the common line between Lot 29, Town of Cicero and Lot 28, Town of Clay, a distance of 1,238.09 feet to a point for corner;

thence S.83°38'03"E., a distance of 104.87 feet to a point for corner;

thence N.72°11'56"E., a distance of 294.28 feet to a point for corner;

thence S.84°06'52"E., a distance of 308.48 feet to the POINT OF BEGINNING.

TOGETHER WITH THE BENEFITS AND SUBJECT TO THE BURDENS of a certain easement to erect and maintain one (1) identification sign at the corner of Meltzer Court and New York State Route 11, as provided in a certain Sign Easement dated March 27, 2013, between Mandorla Gardens Housing Development Fund Company, Inc., and New Dimensions Properties, LLC, to be recorded in the Office of the Clerk of Onondaga County, New York.

SCHEDULE "B"

Legal Description of Released Roads

ROAD RIGHT OF WAY ABANDONMENT
PART OF LOT 29
TOWN OF CICERO

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, County of Onondaga, State of New York, being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the westerly line of Jamboree Drive, said point being S.14°54'17"W., 645.58 feet from the intersection of the westerly line of said Jamboree Drive with the common line between lands now or formerly owned by New Dimensions properties, LLC, as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.24°13'47"W., a distance of 110.00 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N.20°46'13"W., 35.36 feet;

thence along said curve to the left an arc distance of 39.27 feet to a point;

thence N.24°13'47"W., a distance of 60.00 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N.69°13'47"E., 35.36 feet;

thence along said curve to the left an arc distance of 39.27 feet to the POINT OF BEGINNING.

The above described parcel is to be abandoned by the Town of Cicero from a right of way conveyed to the Town of Cicero and filed in the Onondaga County Clerk's Office in Liber of Deeds #5102, Page #258.

PART OF LOT 28, TOWN OF CLAY
PART OF LOT 29, TOWN OF CICERO

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot 28, Town of Clay and Lot 29, Town of Cicero, County of Onondaga, State of New York and being more particularly described as follows:

BEGINNING at the intersection of the common line between Lots 1 and 2 of Cicero Commons Subdivision, as filed in the Onondaga County Clerk's Office, Map # , with the westerly line of Jamboree Drive, said point being S.05°53'08"W., 160.00 feet from the intersection of said westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4036, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.05°53'08"W., along the westerly line of said Jamboree Drive a distance of 4.19 feet to the beginning of a curve to the right having a central angle of 09°15'13", a radius of 420.00 feet and a chord bearing and distance of S.10°48'07"W., 72.02 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 72.11 feet to a point of tangency;

thence S.15°43'13"W., continuing along the westerly line of said Jamboree Drive a distance of 89.87 feet to the beginning of a curve to the right having a central angle of 90°00'01", a radius of 25.00 feet and a chord bearing and distance of S.60°43'13"W., 35.36 feet;

thence along said curve to the right an arc distance of 39.37 feet to a point;

thence S.16°21'32"W., a distance of 60.00 feet to a point, said point being in a curve to the right having a central angle of 92°01'10", a radius of 25.00 feet and a chord bearing and distance of S28°16'37"E., 35.97 feet;

thence along said curve to the right and arc distance of 40.15 feet to a point of compound curve to the right having a central angle of 06°30'12", a radius of 1,116.00 feet and a chord bearing and distance of S.20°58'40"W., 126.60 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 126.67 feet to a point of tangency;

thence S.24°13'47"W., continuing along the westerly line of said Jamboree Drive, a distance of 196.12 feet to a point, said point being the southwest corner of the existing Jamboree Drive;

thence S.65°46'13"E., along the southerly line of said Jamboree Drive a distance of 60.00 feet to a point;

thence S.26°25'09"W., along the common line between said Lots 1 and 2, a distance of 811.72 feet to an iron rod with cap set in the common line between said New Dimensions Properties, LLC and lands now or formerly owned by Northern Nurseries of New York as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3135, Page #271;

thence N83°07'58"W., along the common line between said Lot 2 and the northerly line of said Northern Nurseries of New York and the common line between Lots 29 and 41, Town of Cicero, a distance of 329.67 feet to an iron pipe found, said iron pipe found being the common corner between Lots 20 and 41, Town of Cicero and Lots 28 and 40, Town of Clay;

thence N.06°21'57"E., along the common line between said Lots 28 Town of Clay and Lot 29, Town of Cicero, a distance of 388.81 feet to an iron pipe found;

thence N.83°02'13"W., along the common line between said Lot 2, Cicero Commons Subdivision, as filed in the Onondaga County Clerk's Office, Map #11669 and the northerly line of said Northern Nurseries of New York, a distance of 122.11 feet to an iron rod found;

thence N.06°21'27"E., along the common line between Lots 1 and 2, Cicero Commons Subdivision (Town of Clay), a distance of 848.00 feet to an iron rod with cap set;

thence S.83°38'03"E., along the common line between Lots 1 and 2 Cicero Commons Subdivision (Town of Clay) and Lots 1 and 2, Cicero Commons Subdivision (Town of Cicero), passing at 122.10 feet the common line between the Town of Clay and the Town of Cicero and continuing for a total distance of 226.97 feet to an iron rod with cap found;

thence N.72°11'56"E., continuing along the common line between said Lots 1 and 2, a distance of 294.28 feet to a point;

thence S.84°30'52"E., continuing along the common line between said Lots 1 and 2, a distance of 308.48 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, County of Onondaga, State of New York, being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the northerly line of of Meltzer Court, said point being S.05°53'08"W., 163.18 feet, S.10°48'07"W., 72.02 feet, S15°43'13"W., 89.87 feet and S60°43'13"W., 35.36 feet from the intersection of the westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4036, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.16°21'32"W., a distance of 60.00 feet to a point, said point being the beginning of a curve to the left having a central angle of 19°11'18", a radius of 102.33 feet and a chord bearing and distance of N.83°52'06"W., 34.11 feet;

thence along said curve to the left an arc distance of 34.27 feet to a point of tangency;

thence S.86°31'44"W., a distance of 72.31 feet to the beginning of a curve to the left having a central angle of 19°57'44", a radius of 220.00 feet and a chord bearing and distance of S.76°32'52"W, 72.26 feet;

thence along said curve to the left an arc distance of 76.65 feet to a point of tangency;

thence S66°34'00"W., a distance of 167.19 feet to the beginning of a curve to the left having a central angle of 60°11'56", a radius of 120.00 feet and a chord bearing and distance of S.36°27'55"W., 120.36 feet;

thence along said curve to the left an arc distance of 126.08 feet to a point of tangency;

thence S.06°21'57"W., a distance of 306.58 feet to the beginning of a curve to the left having a central angle of 69°56'48", a radius of 120.00 feet and a chord bearing and distance of S28°36'27"E., 137.57 feet;

thence along said curve to the left an arc distance of 146.50 feet to a point of tangency;

thence S.63°34'51"E., a distance of 88.01 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N.71°25'09"E., 35.35 feet;

thence along said curve to the left an arc distance of 39.26 feet to a point of tangency;

thence N.26°25'09"E., a distance of 342.12 feet to a point;

thence S.65°46'12"E., a distance of 60.00 feet to a point;

thence S.26°25'09"W., a distance of 458.92 feet to a point;

thence N63°34'51"W., a distance of 59.96 feet to a point;

thence N.26°25'09"E., a distance of 4.50 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N18°34'51"W., 35.36 feet;

thence along said curve to the left an arc distance of 39.27 feet to a point of tangency;

thence N.63°34'51"W., a distance of 88.01 feet to the beginning of a curve to the right having a central angle of 69°56'48", a radius of 180.00 feet and a chord bearing and distance of N.28°36'27"W., 206.35 feet;

thence along said curve to the left an arc distance of 219.74 feet to a point of tangency;

thence N.06°21'57"E., a distance of 306.58 feet to the beginning of a curve to the left having a central angle of 60°12'03", a radius of 180.00 feet and a chord bearing and distance of N.36°27'59"E., 180.55 feet;

thence along said curve to the left an arc distance of 189.13 feet to a point of tangency;

thence N.66°34'00"E., a distance of 167.19 feet to the beginning of a curve to the left having a central angle of 19°57'44", a radius of 280.00 feet and a chord bearing and distance of N.76°32'52"E., 97.06 feet;

thence along said curve to the left an arc distance of 97.55 feet to a point of tangency;

thence N86°31'44"E., a distance of 72.31 feet to the beginning of a curve to the left having a central angle of 19°11'18", a radius of 162.33 feet and a chord bearing and distance of N83°52'06"E., 54.11 feet;

thence along said curve to the right an arc distance of 54.36 feet to a point of tangency;

thence S.73°57'27"E., a distance of 0.66 feet to the POINT OF BEGINNING.

The above described parcel is for dedication of road right of way to the Town of Cicero.

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 **Part of 5460** **Meltzer Court**
* STREET NUMBER **Cicero** * STREET NAME **13039**
* CITY OR TOWN **TOWN OF CICERO** VILLAGE * ZIP CODE
 2. Buyer Name **TOWN OF CICERO**
* 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 _____ # of Parcels OR Part of a Parcel (Only if Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists
 5. Deed Property Size **2.195** * ACRES 4B. Subdivision Approval was Required for Transfer
* FRONT FEET X * DEPTH OR 4C. Parcel Approved for Subdivision with Map Provided
 6. Seller Name **Mandorla Gardens Housing Development Fund Company, Inc.**
* LAST NAME/COMPANY FIRST NAME
 *7. Select the description which most accurately describes the use of the property at the time of sale:
Road
 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 **06/30/2014**
 * 12. Date of Sale/Transfer **06/30/2014**
 *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 **.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:

Dedication of roads for public purposes

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

16. Year of Assessment Roll from which information taken(YY) **14** *17. Total Assessed Value **\$300,000.00**
 *18. Property Class **330** *19. School District Name **North Syracuse**
 *20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))
part of 092-01-03.5

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

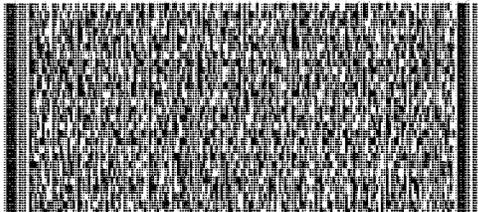
11/14/2013
SELLER SIGNATURE DATE
Jessica Zambrano, Supervisor
BUYER SIGNATURE

Kimberly M. Townsend, President and CEO
BUYER SIGNATURE DATE
11/14/2013

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 CICERO
* LAST NAME FIRST NAME
315 **699-1414**
* AREA CODE * TELEPHONE NUMBER (Ex: 9999999)
8236 **South Main Street**
* STREET NUMBER * STREET NAME
Cicero **NY** **13039**
* CITY OR TOWN * STATE * ZIP CODE
BUYER'S ATTORNEY
Germain **Robert**
LAST NAME FIRST NAME
315 **422-0314**
AREA CODE TELEPHONE NUMBER (Ex: 9999999)



**TOWN OF CICERO
GRANT OF RIGHT OF WAY AND EASEMENT
SANITARY SEWER AND DRAINAGE**

THIS INDENTURE, made this *30th* day of *July, 2014*, between **MANDORLA GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation organized and existing under the Private Housing Finance Law and the Not-for-Profit Corporation Law of New York State, with offices at *700 East Brighton Avenue, Syracuse, New York 13205*, hereinafter referred to as "Grantor" and **THE TOWN OF CICERO**, a municipal corporation with office located at *8236 South Main Street, Cicero, New York*, Onondaga County, Clay, New York, hereinafter referred to as "Grantee".

WITNESSETH:

That the Grantor, in consideration of One Dollar (\$1.00), paid by the Grantee, receipt of which is hereby acknowledged, does hereby, grant, sell and convey to the Grantee, its successors and assigns, a permanent right of way and easement on, over, in, under and across the premises of the Grantor, described and set forth in a certain **Final Plan of Cicero Commons Subdivision** made by CNY Land Surveying (Douglas Jay Reith, LLS) of **Baldwinsville, New York** dated **June 9, 2014**, and filed in Onondaga County Clerk's Office, _____ as **Map No.** _____ and legal description thereof made for the Town of Cicero by CNY Land Surveying (Douglas Jay Reith, LLS) of Baldwinsville, New York, dated July 18, 2014, copies of said legal description annexed hereto as Exhibit "A" and made a part hereof.

Said right of way and easement are for the purposes of constructing, reconstructing, repairing, operating and maintaining on, in, over, under and across said parcel of land, **sanitary sewer and drainage** facilities and appurtenances thereto, and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.

The Grantor hereby warrants title to said premises.

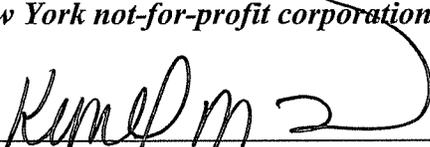
The Grantor, its successors and assigns, will not erect any structure on the aforesaid permanent easement and right of way and agrees not to do any act, which would interfere with or hinder the construction, reconstruction or maintenance of the proposed improvements. The Grantor, its successors and assigns, shall continue to have free and absolute access to and over the said easement and right of way, provided the improvements to be constructed by Grantee shall not be damaged or interfered with.

The Grantee, or its contractor, shall do the work in a good and workmanlike manner and shall restore the earth and any bushes, trees, shrubbery, lawn, driveway, or other things on the surface or beneath the soil as nearly as possible to its existing condition, except where changes of grade or contour may be necessary for construction purposes.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed the day and year first above written.

Grantor:

**MANDORLA GARDENS HOUSING
DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation**

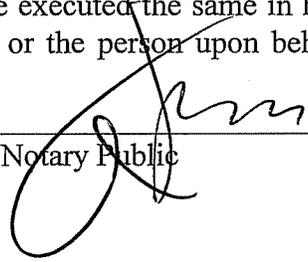
By: 

Kimberly M. Townsend, President and CEO

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On the 30 day of July, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Kimberly M. Townsend, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



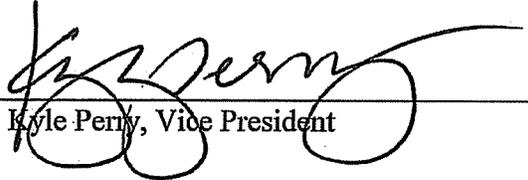
Notary Public

JOHN R. BRENNAN
NOTARY PUBLIC, State of New York
No. 02BR4883409
Qualified in Onondaga County
Commission Expires December 29, 2014

SUBORDINATION

The undersigned, mortgagee of the above described premises, hereby subordinates its mortgage recorded in the Onondaga County Clerk's Office in Mortgage Book 17135 at page 525, to the above easement.

CENTURY HEALTH CAPITAL, INC.,
a New York corporation

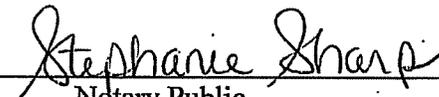
By: 

Kyle Perry, Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF SARATOGA)

On the 6th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Kyle Perry, 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

**STEPHANIE SHARP
NOTARY PUBLIC, STATE OF NEW YORK
01SH6048705
QUALIFIED IN SARATOGA COUNTY
COMMISSION EXPIRES AUG. 28, 2017**

CONSENT OF HUD

Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner (“HUD”) hereby acknowledges and consents to the foregoing easement for the purpose of subordinating the lien of the following to said easement:

(a) Regulatory Agreement Housing for the Elderly, Nursing Homes, Intermediate Care Facilities and/or Board and Care Homes (Nonprofit Only) dated March 27, 2013, between Mandorla Gardens Housing Development Fund Company, Inc., and HUD recorded on March 29, 2013, in the Office of the Clerk of Onondaga County, New York, in Mortgage Book 17135 at page 535; and

(b) Regulatory Agreement Nursing Homes dated March 27, 2013, between Plaza Nursing Home Company, Inc., and HUD and recorded on March 29, 2013, in the Office of the Clerk of Onondaga County, New York, in Mortgage Book 17135 at page 551.

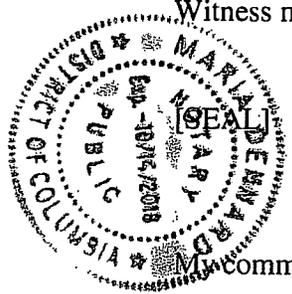
SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the FEDERAL HOUSING COMMISSIONER

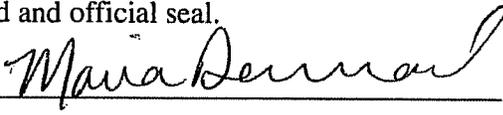
By: 
Carol S. Jun
Authorized Agent
Office of Residential Care Facilities

CITY OF WASHINGTON, DISTRICT OF COLUMBIA) SS:

On this 10 day of August, 2014, before me, a notary public in and for the jurisdiction aforesaid, personally appeared Carol S. Jun, who acknowledged that she is the Authorized Agent of the Secretary of U.S. Department of Housing and Urban Development, acting by and through the Federal Housing Commissioner, and a Supervisory Account Executive in the Office of Residential Care Facilities, U.S. Department of Housing and Urban Development, and that she, being authorized to do so by virtue of such office, executed the foregoing instrument on behalf of the Federal Housing Commissioner, acting for the Secretary of the U.S. Department of Housing and Urban Development.

Witness my hand and official seal.





Notary Public

Maria Dennard

(Print Name)

Commission expires: 10-14-18

PROPOSED SANITARY SEWER EASEMENTS
PART OF LOT 29
TOWN OF CICERO
PAGE 1 OF 4

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cicero, County of Onondaga and State of New York and being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the curving southerly line of Meltzer Court, said point being S.13°13'48"W., 410.57 feet from the intersection of the westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions Properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237, said point being in a curve to the right, having a central angle of 70°11'30", a radius of 25.00 feet and a chord bearing and distance of S.17°22'09"E., 28.75 feet;

thence along said curve to the right and southerly line of said Meltzer Court, an arc distance of 30.63 feet to a point of compound curve to the right, having a central angle of 06°30'12", a radius of 1,116.00 feet and a chord bearing and distance of S.20°58'41"W., 126.60 feet;

thence along said curve to the right and the westerly line of Jamboree Drive, an arc distance of 126.67 feet to a point of tangency;

thence S.24°13'47"W., along the westerly line of said Jamboree Drive, a distance of 196.12 feet to a point;

thence S.26°25'09"W., continuing along the westerly line of said Jamboree Drive, a distance of 342.12 feet to the beginning of a curve to the right, having a central angle of 72°48'16", a radius of 25.00 feet and a chord bearing and distance of S.62°49'17"W., 29.67 feet;

thence along said curve to the right and the northerly line of Meltzer Court, an arc distance of 31.77 feet to a point;

thence N.27°04'02"E., a distance of 387.14 feet to a point;

thence N.22°11'23"E., a distance of 65.65 feet to a point;

thence N.21°39'44"E., a distance of 257.07 feet to the POINT OF BEGINNING.

PROPOSED SANITARY SEWER EASEMENTS
PART OF LOT 29
TOWN OF CICERO
PAGE 2 OF 4

ALSO

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cicero, County of Onondaga and State of New York and being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the easterly line of Jamboree Drive, said point being S.16°36'49"W., 1,133.43 feet from the intersection of the westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions Properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.88°39'51"E., a distance of 46.11 feet to a point;

thence S.01°20'09"W., a distance of 30.00 feet to a point;

thence N.88°39'51"W., a distance of 60.15 feet to a point in the easterly line of said Jamboree Drive;

thence N.26°25'09"E., along the easterly line of said Jamboree Drive, a distance of 33.12 feet to the POINT OF BEGINNING.

ALSO

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cicero, County of Onondaga and State of New York and being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the southerly line of Jamboree Drive, said point being S.19°31'18"W., 1,207.87 feet from the intersection of the westerly line of Jamboree Drive with the common line between New Dimensions Properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

PROPOSED SANITARY SEWER EASEMENTS
PART OF LOT 29
TOWN OF CICERO
PAGE 3 OF 4

thence S.07°08'27"W., a distance of 32.79 feet to a point;

thence N.82°51'33"W., a distance of 60.00 feet to a point;

thence N.07°08'27"E., a distance of 60.00 feet to a point;

thence S.82°51'33"E., a distance of 23.59 feet to a point;

thence N.53°56'46"E., a distance of 17.78 feet to a point in the curving southerly line of Meltzer Court, said curve being to the right, having a central angle of 85°44'48", a radius of 25.00 feet and a chord bearing and distance of S.16°27'15"E., 34.02 feet;

thence along said curve to the right and the southerly line of said Meltzer Court, an arc distance of 37.41 feet to a point of tangency in the westerly line of said Jamboree Drive;

thence S.26°25'09"W., along the westerly line of said Jamboree Drive, a distance of 4.50 feet to a point;

thence S.63°34'51"E., along the southerly line of said Jamboree Drive, a distance of 11.99 feet to the POINT OF BEGINNING.

ALSO

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cicero, County of Onondaga and State of New York and being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the northerly line of Meltzer Court, said point being S.45°46'33"W., 584.18 feet from the intersection of the westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions Properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

PROPOSED SANITARY SEWER EASEMENTS
PART OF LOT 29
TOWN OF CICERO
PAGE 4 OF 4

thence S.66°34'00"W., along the northerly line of said Meltzer Court, a distance of 45.03 feet to the beginning of a curve to the left, having a central angle of 60°12'03", a radius of 180.00 feet and a chord bearing and distance of S.36°27'59"W., 180.55 feet;

thence along said curve to the left and the northerly line of said Meltzer Court, an arc distance of 189.13 feet to a point of tangency;

thence S.06°21'57"W., continuing along the westerly line of said Meltzer Court, a distance of 306.58 feet to the beginning of a curve to the left, having a central angle of 69°56'48", a radius of 180.00 feet and a chord bearing and distance of S.28°36'27"E., 206.35 feet;

thence along said curve to the left, an arc distance of 219.74 feet to a point of tangency;

thence S.63°34'51"E., along the southerly line of said Meltzer Court, a distance of 88.01 feet to a point;

thence N.69°01'52"W., a distance of 155.92 feet to a point;

thence N.23°40'49"W., a distance of 126.94 feet to a point;

thence N.06°21'57"E., a distance of 405.29 feet to a point;

thence N.35°31'54"E., a distance of 105.33 feet to a point;

thence N.65°03'07"E., a distance of 98.15 feet to a point;

thence S.24°56'53"E., a distance of 15.26 feet to the POINT OF BEGINNING.

#13.010 San
18 July 2014

PROPOSED DRAINAGE EASEMENT
PART OF LOT 29
TOWN OF CICERO
PAGE 1 OF 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, County of Onondaga, State of New York, being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the curving southerly line of Meltzer Courts, said point being S.28°46'21"W., 1,157.43 feet from the intersection of the westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions Properties LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237.

thence S.52°48'11"W. a distance of 189.34 feet to a point;

thence S.34°05'40"E., a distance of 53.67 feet to the beginning of a curve to the right having a central angle of 46°57'32", a radius of 245.91 feet and a chord bearing and distance of S.07°11'51"E., 195.95 feet;

thence along said curve to the right an arc distance of 201.55 feet to a point of compound curve to the right having a central angle of 15°46'32", a radius of 83.00 feet and a chord bearing and distance of S.24°10'11"W., 22.78 feet;

thence along said curve to the right an arc distance of 22.85 feet to a point of tangency;

thence S.31°21'14"W., a distance of 75.97 feet to a point in the common line between said New Dimensions Properties, LLC and lands now or formerly owned by Northern Nurseries of New York, Inc. as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3135, Page #271, said point also being in the common line between lots 29 and 41, Town of Cicero;

thence N.83°07'58"W., along the common line between said New Dimensions Properties, LLC and Northern Nurseries of New York, Inc., a distance of 143.82 feet to a point, said point being the intersection of Lots 28 and 40, Town of Clay and Lots 29 and 41, Town of Cicero;

thence N.06°21'57"E., along the easterly line of Lot 28, Town of Clay and the westerly line of Lot 29, Town of Cicero, a distance of 472.22 feet to a point;

thence S.83°38'03"E., a distance of 48.57 feet to a point;

DRAINAGE EASEMENT
PART OF LOT 29
TOWN OF CICERO
PAGE 2 OF 2

thence S.02°58'36"E., a distance of 111.55 feet to a point;

thence S.34°05'40"E., a distance of 24.55 feet to a point;

thence N.52°48'11"E., a distance of 187.96 feet to a point in the curving southerly line of Meltzer Court, said curve being to the left having a central angle of 09°33'38", a radius of 180.00 feet and a chord bearing and distance of S.36°44'48"E., 30.00 feet;

thence along said curve to the left and the southerly line of Meltzer Court an arc distance of 30.04 feet to the POINT OF BEGINNING.

13010 Drain 1
July 18, 2014

DRAINAGE EASEMENT
PART OF LOT 28, TOWN OF CLAY AND
PART OF LOT 29, TOWN OF CICERO
PAGE 1 OF 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay and Town of Cicero, Onondaga County, State of New York being part of Lot 28, Town of Clay and part of Lot 29, Town of Cicero, and being more particularly described as follows:

BEGINNING at a point in the northerly line of Meltzer Court, said point being S.46°36'01"W., 607.24 feet from the intersection of the westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions Properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.66°34'00"W., along the northerly line of Meltzer Court a distance of 20.42 feet to the beginning of a curve to the left having a central angle of 03°03'27", a radius of 180.00 feet and a chord bearing and distance of S.64°58'52"W., 9.61 feet.;

thence along said curve to the left and the northerly line of said Meltzer Court an arc distance of 9.60 feet to a point;

thence N.26°18'15"W., a distance of 144.90 feet to a point;

thence S.50°01'34"W., a distance of 136.23 feet to a point;

thence S.08°20'38"W., a distance of 60.56 feet to a point;

thence S.41°22'10"W., a distance of 55.47 feet to a point;

thence N.83°38'03"W., passing at 56.15 feet the common line between Lot 28, Town of Clay and Lot 29, Town of Cicero and continuing for a total distance of 178.25 feet to a point in the westerly line of Lot 2, Cicero Commons Subdivision, Town of Clay filed map #11669;

thence N.06°21'57"E., along the common line between Lots 1 and 2 Cicero Commons Subdivision, Town of Clay, a distance of 278.21 feet to a point;

DRAINAGE EASEMENT
PART OF LOT 28, TOWN OF CLAY AND
PART OF LOT 29, TOWN OF CICERO
PAGE 2 OF 2

thence S.83°38'03"E., passing at 122.10 feet the common line between said Lots 28, Town of Clay, and Lot 29 Town Cicero and continuing for a total distance of 226.97 feet to a point;

thence N.72°11'56"E., a distance of 57.56 feet to a point;

thence S.26°18'15"E., a distance of 242.44 feet to the POINT OF BEGINNING.

13010 Drain 2
July 18, 2014

PEDESTRIAN ACCESS EASEMENT
PART OF LOT 29
TOWN OF CICERO

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, County of Onondaga State of New York, being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point at the southeasterly corner of Jamboree Drive, said point being S.17°16'29" W., 1,214.57 feet from the intersection of the westerly line of said Jamboree Drive with the common line between lands now or formerly owned by New Dimensions Properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.26°25'09" W., a distance of 352.80 feet to an iron rod with cap set in the common line between said New Dimensions Properties, LLC and lands now or formerly owned by Northern Nurseries of New York, Inc. as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3135, Page #271. said point also being the common line between Lots 29 and 41, Town of Cicero;

thence N.83°07'58" W., along the common line between said New Dimensions Properties, LLC and Northern Nurseries of New York, Inc. and the common line between Lots 29 and 41, Town of Cicero, a distance of 10.61 feet to a point;

thence N26°25'09"E., a distance of 112.36 feet to a point;

thence N63°34'51"W., a distance of 28.91 feet to a point;

thence N.26°25'09"E., a distance of 10.00 feet to a point;

thence S.63°34'51"E., a distance of 28.91 feet to a point;

thence N.26°25'09"E., a distance of 234.00 feet to a point in the southerly line of said Jamboree Drive;

thence S.63°34'51"E., along the southerly line of said Jamboree Drive a distance of 10.00 feet to the POINT OF BEGINNING;

13.010 PED
July 18, 2014



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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Mandorla Gardens Housing Development Fund Company, Inc.	Social security number
	Mailing address 700 East Brighton Avenue	Social security number
	City State ZIP code Syracuse NY 13205	Federal EIN 27-3993174
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) TOWN OF CICERO	Social security number
	Mailing address 8236 South Main Street	Social security number
	City State ZIP code Cicero NY 13039	Federal EIN
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
part of 092-01-03.5	312289	5460 Meltzer Court	Cicero	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other <u>easement</u>	Date of conveyance <table style="border: 1px solid black; display: inline-table; text-align: center;"> <tr> <td style="width: 30px;">07</td> <td style="width: 30px;">30</td> <td style="width: 30px;">2014</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	07	30	2014	month	day	year	Percentage of real property conveyed which is residential real property _____ 0% (see instructions)
07	30	2014							
month	day	year							

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%) c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%) d. <input type="checkbox"/> Conveyance to cooperative housing corporation e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) h. <input type="checkbox"/> Conveyance of cooperative apartment(s) i. <input type="checkbox"/> Syndication j. <input type="checkbox"/> Conveyance of air rights or development rights k. <input type="checkbox"/> Contract assignment	l. <input type="checkbox"/> Option assignment or surrender m. <input type="checkbox"/> Leasehold assignment or surrender n. <input type="checkbox"/> Leasehold grant o. <input checked="" type="checkbox"/> Conveyance of an easement p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state r. <input type="checkbox"/> Conveyance pursuant to divorce or separation s. <input type="checkbox"/> Other (describe) _____
--	--	--

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

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

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input checked="" type="checkbox"/> Exemption claimed	1.		0 00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		
3	Taxable consideration (subtract line 2 from line 1)	3.		0 00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		
6	Total tax due* (subtract line 5 from line 4)	6.		0 00

Part II – 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 I, line 1)	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

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

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

I (we) certify that: (check 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:
 - 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.
 - 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).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 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.

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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) 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 his/her 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.

MANDORLA GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC.		TOWN OF CICERO	
Grantor signature	Title	Grantee signature	Title
	President		Supervisor
Grantor signature	Title	Grantee signature	Title
Kimberly M. Townsend, President and CEO		Jessica Zambrano, Supervisor	

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



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

Recording office time stamp

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

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Mandorla Gardens Housing Development Fund Company, Inc.	Social security number
	Mailing address 700 East Brighton Avenue	Social security number
	City State ZIP code Syracuse NY 13205	Federal EIN 27-3993174
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) TOWN OF CICERO	Social security number
	Mailing address 8236 South Main Street	Social security number
	City State ZIP code Cicero NY 13039	Federal EIN
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
part of 092-01-03.5	312289	5460 Meltzer Court	Cicero	Onondaga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other road	Date of conveyance <table border="1" style="display: inline-table; text-align: center;"> <tr> <td style="width: 30px;">07</td> <td style="width: 30px;">30</td> <td style="width: 30px;">2014</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	07	30	2014	month	day	year	Percentage of real property conveyed which is residential real property _____ 0% (see instructions)
07	30	2014							
month	day	year							

Condition of conveyance (check all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

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

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **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.		0 00
2.		
3.		
4.		
5.		
6.		0 00

Part II – 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 I, 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 III – Explanation of exemption claimed on Part I, line 1 (check any 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

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

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

I (we) certify that: (check 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:
 - 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.
 - 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).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 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.

- 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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) 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 his/her 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.

MANDORLA GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC. _____ TOWN OF CICERO _____
Grantor signature Title Grantee signature Title

By: Kimberly M. Townsend President By: _____ Supervisor
Grantor signature Title Grantee signature Title
 Kimberly M. Townsend, President and CEO Jessica Zambrano, Supervisor

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

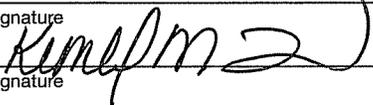
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Kimberly M. Townsend, President and CEO	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

RE: LAYING OUT TOWN HIGHWAYS IN
CICERO COMMONS SUBDIVISION
OF THE TOWN OF CICERO, ONONDAGA
COUNTY, NEW YORK

WARRANTY DEED,
DEDICATION, APPLICATION
AND RELEASE OF DAMAGES

THIS INDENTURE, made this 30th day of July, 2014, between the undersigned **MANDORLA GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation organized and existing under the Private Housing Finance Law and the Not-for-Profit Corporation Law of New York State, with offices at **700 East Brighton Avenue, Syracuse, New York 13205** (hereinafter referred to as "**GRANTOR**"), and **THE TOWN OF CICERO**, a municipal corporation, having its office at **8236 South Main Street, Cicero, New York** (hereinafter referred to as "**GRANTEE**");

WITNESSETH, that the Grantor in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns forever: **All that tract or parcel of land situate in the Town of Cicero, County of Onondaga, and State of New York, as more particularly described in Schedule "A" attached hereto and made a part hereof,**

TOGETHER with the appurtenances and all the estate and rights of the *Grantor* in and to said premises, to have and to hold said premises herein granted unto the *Grantee*, its successors and assigns forever.

The *Grantor* hereby covenants that nothing has been done or suffered whereby said premises have been encumbered in any way whatsoever and that the *Grantee* shall quietly enjoy the said premises; and further that the *Grantor* will forever warrant the title to said premises.

The *Grantor* hereby dedicates, releases and conveys the hereinbefore-described lands to the *Grantee* for **highway purposes**.

The *Grantor* hereby applies to the Town Superintendent of Highways to make an order laying out a highway over and on the lands hereinbefore described and dedicated above and further requests the Town Board of the Town of Clay to consent thereto.

The *Grantor* hereby releases the Town of Clay from any and all damages that it may suffer, directly or indirectly by reason of the laying, out and opening of said highway.

IN WITNESS WHEREOF, the *Grantor* has caused this instrument to be signed this 30th day of July, 2014.

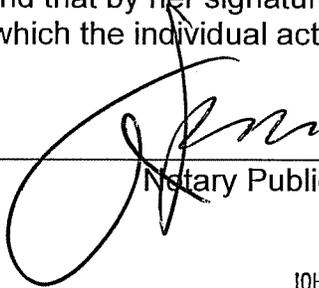
MANDORLA GARDENS HOUSING
DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By: 
Kimberly M. Townsend, President and CEO

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS:

On the 30 day of July, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Kimberly M. Townsend, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JOHN R. BRENNAN
NOTARY PUBLIC, State of New York
No. 02BR4883409
Qualified in Onondaga County
Commission Expires December 29, 2014

SCHEDULE "A"

Real Property Description for Road

ROAD RIGHT OF WAY ABANDONMENT
PART OF LOT 29
TOWN OF CICERO

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, County of Onondaga, State of New York, being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the westerly line of Jamboree Drive, said point being S.14°54'17"W., 645.58 feet from the intersection of the westerly line of said Jamboree Drive with the common line between lands now or formerly owned by New Dimensions properties, LLC, as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4936, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.24°13'47"W., a distance of 110.00 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N.20°46'13"W., 35.36 feet;

thence along said curve to the left an arc distance of 39.27 feet to a point;

thence N.24°13'47"W., a distance of 60.00 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N.69°13'47"E., 35.36 feet;

thence along said curve to the left an arc distance of 39.27 feet to the POINT OF BEGINNING.

The above described parcel is to be abandoned by the Town of Cicero from a right of way conveyed to the Town of Cicero and filed in the Onondaga County Clerk's Office in Liber of Deeds #5102, Page #258.

13010 ROAD ABAND.
July 18, 2014

DESCRIPTION
PART OF LOT 28, TOWN OF CLAY
PART OF LOT 29, TOWN OF CICERO

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot 28, Town of Clay and Lot 29, Town of Cicero, County of Onondaga, State of New York and being more particularly described as follows:

BEGINNING at the intersection of the common line between Lots 1 and 2 of Cicero Commons Subdivision, as filed in the Onondaga County Clerk's Office, Map # , with the westerly line of Jamboree Drive, said point being S.05°53'08"W., 160.00 feet from the intersection of said westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4036, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.05°53'08"W., along the westerly line of said Jamboree Drive a distance of 4.19 feet to the beginning of a curve to the right having a central angle of 09°15'13", a radius of 420.00 feet and a chord bearing and distance of S.10°48'07"W., 72.02 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 72.11 feet to a point of tangency;

thence S.15°43'13"W., continuing along the westerly line of said Jamboree Drive a distance of 89.87 feet to the beginning of a curve to the right having a central angle of 90°00'01", a radius of 25.00 feet and a chord bearing and distance of S.60°43'13"W., 35.36 feet;

thence along said curve to the right an arc distance of 39.37 feet to a point;

thence S.16°21'32"W., a distance of 60.00 feet to a point, said point being in a curve to the right having a central angle of 92°01'10", a radius of 25.00 feet and a chord bearing and distance of S28°16'37"E., 35.97 feet;

thence along said curve to the right and arc distance of 40.15 feet to a point of compound curve to the right having a central angle of 06°30'12", a radius of 1,116.00 feet and a chord bearing and distance of S.20°58'40"W., 126.60 feet;

thence along said curve to the right and the westerly line of said Jamboree Drive an arc distance of 126.67 feet to a point of tangency;

thence S.24°13'47"W., continuing along the westerly line of said Jamboree Drive, a distance of 196.12 feet to a point, said point being the southwest corner of the existing Jamboree Drive;

thence S.65°46'13"E., along the southerly line of said Jamboree Drive a distance of 60.00 feet to a point;

thence S.26°25'09"W., along the common line between said Lots 1 and 2, a distance of 811.72 feet to an iron rod with cap set in the common line between said New Dimensions Properties, LLC and lands now or formerly owned by Northern Nurseries of New York as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3135, Page #271;

thence N83°07'58"W., along the common line between said Lot 2 and the northerly line of said Northern Nurseries of New York and the common line between Lots 29 and 41, Town of Cicero, a distance of 329.67 feet to an iron pipe found, said iron pipe found being the common corner between Lots 20 and 41, Town of Cicero and Lots 28 and 40, Town of Clay;

thence N.06°21'57"E., along the common line between said Lots 28 Town of Clay and Lot 29, Town of Cicero, a distance of 388.81 feet to an iron pipe found;

thence N.83°02'13"W., along the common line between said Lot 2, Cicero Commons Subdivision, as filed in the Onondaga County Clerk's Office, Map #11669 and the northerly line of said Northern Nurseries of New York, a distance of 122.11 feet to an iron rod found;

thence N.06°21'27"E., along the common line between Lots 1 and 2, Cicero Commons Subdivision (Town of Clay), a distance of 848.00 feet to an iron rod with cap set;

thence S.83°38'03"E., along the common line between Lots 1 and 2 Cicero Commons Subdivision (Town of Clay) and Lots 1 and 2, Cicero Commons Subdivision (Town of Cicero), passing at 122.10 feet the common line between the Town of Clay and the Town of Cicero and continuing for a total distance of 226.97 feet to an iron rod with cap found;

thence N.72°11'56"E., continuing along the common line between said Lots 1 and 2, a distance of 294.28 feet to a point;

thence S.84°30'52"E., continuing along the common line between said Lots 1 and 2, a distance of 308.48 feet to the POINT OF BEGINNING. CONTAINING 18.528 Acres of land more or less.

SAVE AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, County of Onondaga, State of New York, being part of Lot 29 in said Town and being more particularly described as follows:

BEGINNING at a point in the northerly line of of Meltzer Court, said point being S.05°53'08"W., 163.18 feet, S.10°48'07"W., 72.02 feet, S15°43'13"W., 89.87 feet and S60°43'13"W.,35.36 feet from the intersection of the westerly line of Jamboree Drive with the common line between lands now or formerly owned by New Dimensions properties, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4036, Page #862 and lands now or formerly owned by FSK Enterprises, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4391, Page #237;

thence S.16°21'32"W., a distance of 60.00 feet to a point, said point being the beginning of a curve to the left having a central angle of 19°11'18", a radius of 102.33 feet and a chord bearing and distance of N.83°52'06"W., 34.11 feet;

thence along said curve to the left an arc distance of 34.27 feet to a point of tangency;

thence S.86°31'44"W., a distance of 72.31 feet to the beginning of a curve to the left having a central angle of 19°57'44", a radius of 220.00 feet and a chord bearing and distance of S.76°32'52"W, 72.26 feet;

thence along said curve to the left an arc distance of 76.65 feet to a point of tangency;

thence S66°34'00"W., a distance of 167.19 feet to the beginning of a curve to the left having a central angle of 60°11'56", a radius of 120.00 feet and a chord bearing and distance of S.36°27'55"W., 120.36 feet;

thence along said curve to the left an arc distance of 126.08 feet to a point of tangency;

thence S.06°21'57"W., a distance of 306.58 feet to the beginning of a curve to the left having a central angle of 69°56'48", a radius of 120.00 feet and a chord bearing and distance of S28°36'27"E., 137.57 feet;

thence along said curve to the left an arc distance of 146.50 feet to a point of tangency;

thence S.63°34'51"E., a distance of 88.01 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N.71°25'09"E., 35.35 feet;

thence along said curve to the left an arc distance of 39.26 feet to a point of tangency;

thence N.26°25'09"E., a distance of 342.12 feet to a point;

thence S.65°46'12"E., a distance of 60.00 feet to a point;

thence S.26°25'09"W., a distance of 458.92 feet to a point;

thence N63°34'51"W., a distance of 59.96 feet to a point;

thence N.26°25'09"E., a distance of 4.50 feet to the beginning of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing and distance of N18°34'51"W., 35.36 feet;

thence along said curve to the left an arc distance of 39.27 feet to a point of tangency;

thence N.63°34'51"W., a distance of 88.01 feet to the beginning of a curve to the right having a central angle of 69°56'48", a radius of 180.00 feet and a chord bearing and distance of N.28°36'27"W., 206.35 feet;

thence along said curve to the left an arc distance of 219.74 feet to a point of tangency;

thence N.06°21'57"E., a distance of 306.58 feet to the beginning of a curve to the left having a central angle of 60°12'03", a radius of 180.00 feet and a chord bearing and distance of N.36°27'59"E., 180.55 feet;

thence along said curve to the left an arc distance of 189.13 feet to a point of tangency;

thence N.66°34'00"E., a distance of 167.19 feet to the beginning of a curve to the left having a central angle of 19°57'44", a radius of 280.00 feet and a chord bearing and distance of N.76°32'52"E., 97.06 feet;

thence along said curve to the left an arc distance of 97.55 feet to a point of tangency;

thence N86°31'44"E., a distance of 72.31 feet to the beginning of a curve to the left having a central angle of 19°11'18", a radius of 162.33 feet and a chord bearing and distance of N83°52'06"E., 54.11 feet;

thence along said curve to the right an arc distance of 54.36 feet to a point of tangency;

thence S.73°57'27"E., a distance of 0.66 feet to the POINT OF BEGINNING.

CONTAINING 2.195 Acres of land more or less. The above described parcel is for dedication of road right of way to the Town of Cicero. 13010 June 30, 2014