

THE LAW OFFICE OF RICK S. COWLE, P.C.
Attorneys for Debtor
18 Fair Street
Carmel, New York 10512
(845) 225-3026

Hearing Date: March 7, 2016
Time: 10:00 A.M.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS DIVISION

-----X
In Re:

MARCUS J PEREZ, JR.,

Case No.16-22688 (rdd)

Chapter 11

Debtor(s).

-----X

NOTICE OF MOTION FOR AN ORDER PURSUANT TO 11 U.S.C. § 363(b)
AUTHORIZING DEBTOR'S SALE AND APPLICATION FOR PROFESSIONAL
COMPENSATION PURSUANT TO 11 U.S.C. § 330

SIRS:

PLEASE TAKE NOTICE that upon the annexed motion of Marcus Perez, ("Debtor"), the undersigned will move before the Honorable Robert D. Drain, United States Bankruptcy Judge at the United States Bankruptcy Court, Southern District of New York, located at 300 QUARROPAS STREET, WHITE PLAINS, NEW YORK, 10601-4140 on the 7th day of March, 2016 at 10:00 AM, or as soon thereafter as counsel can be heard, for an Order authorizing the Debtor to sell his rights, title and interest in the property located Shady Brook Lane, Cortlandt Manor, New York 10567 pursuant to 11 U.S.C. § 363(b) and (f) and application for professional compensation pursuant to 11 U.S.C. § 330.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion must be in writing, filed with the Bankruptcy Court, with a copy sent to the Chambers of the Honorable Robert D. Drain and served upon the undersigned, at least seven (7) days prior to the hearing.

PLEASE TAKE FURTHER NOTICE that the Proposed Order may be modified at or prior to the hearing to accommodate objections thereto by interest parties or for any other reason whatsoever and that, at the hearing, the Court may enter such Order as it deems appropriate in accordance with applicable law and required by the circumstances and equities of the case.

Dated: Carmel, New York
February , 2017

THE LAW OFFICE OF RICK S. COWLE, P.C.

By: /s/Rick S. Cowle
Rick S. Cowle, Esq.
Attorneys for Debtor
18 Fair Street
Carmel, New York, 10512
(845) 225-3026

TO:

ALL CREDITORS AND PARTIES OF INTEREST

Office of the United States Trustee
U.S. Federal Office Building
201 Varick Street, Room 1006
New York, NY 10014
Att: Serene Nakano

The United States Bankruptcy Court
Southern District of New York
White Plains Division
300 Quarropas Street
White Plains, NY 10601
Attn: Clerk of the Court

Marcus Perez
19 Shady Brook Lane
Cortlandt Manor, NY 10567

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346
Attn: President

JPMorgan Chase Bank, N.A
Shapiro DiCaro & Barak LLC
One Huntington Quadrangle
Suite 3N05
Melville, NY 11747-4468
Attn: President

CAPITAL ONE
PO BOX 30285
SALT LAKE CITY, UT 84130-0285
Attn: President

CHASE BANK
ATTN: BANKRUPTCY
PO BOX 15298
WILMINGTON, DE 19850-5298
Attn: President

CHASE CRAD SERVICES
PO BOX 15298
WILMINGTON, DE 19850-5298
Attn: President

CHASE MTG
P.O. BOX 24696
COLUMBUS, OH 43224-0696
Attn: President

CITIBANK/BEST BUY
CENTRALIZED BANKRUPTCY
PO BOX 790040
ST LOUIS, MO 63179-0040
Attn: President

CITIBANK/THE HOME DEPOT
PO BOX 790040
SAINT LOUIS, MO 63179-0040
Attn: President

Capital One Bank (USA), N.A.
by American InfoSource LP as agent
PO Box 71083
Charlotte, NC 28272-1083
Attn: President

Citibank, NA
c/o Select Portfolio Servicing, Inc.
P.O. Box 65250
Salt Lake City, UT 84165-0250
Attn: President

Citibank, NA, as trustee, for the WaMu Mortg
Rockville Centre, NY 11570
Attn: President

FEIN, SUCH & CRANE, LLP
Attorneys for SELECT PORTFOLIO
SERVICING, INC.
7 Century Drive, Suite 201
Parsippany, NJ 07054-4609

Fein, Such & Crane, LLP
Attorneys for JPMORGAN CHASE BANK, N.A.
7 Century Drive, Suite 201
Parsippany, NJ 07054-4609

Herman Poritzky
c/o Robinowitz Cohlman Dubow & Doherty LL
199 Main Street, Suite 500
White Plains, NY 10601-3288

JPMorgan Chase Bank, N.A
Chase Records Center
Attn: Correspondence Mail
Mail Code LA4-5555
700 Kansas Lane
Monroe, LA 71203-4774
Attn: President
(p) PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

RUFINA PEREZ
19 SHADY BROOK LANE
CORTLANDT MANOR, NY 10567-6242

SELECT PORTFOLIO SERVICING
PO BOX 65250
SALT LAKE CITY, UT 84165-0250

Shapiro DiCaro & Barak
Attorneys for JPMorgan Chase Bank, N.A
One Huntington Quadrangle
Suite 3N05
Melville, NY 11747-4468

U.S. Bank National Association
c/o Chase Records Center
Attn: Correspondence Mail
Mail Code LA4-5555
700 Kansas Lane
Monroe, LA 71203-4774
Attn: President
United Real Estate, LLC
c/o Robinowitz Cohlman Dubow & Doherty LL
199 Main Street, Suite 500
White Plains, NY 10601-3288

UNITED REAL ESTATE
937 SOUTH STREET
PEEKSKILL, NY 10566-3426

United Real Estate LLC
c/o Robinowitz Cohlman Dubow & Doherty
199 Main Street, Suite 500
White Plains, NY 10601-3288

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS DIVISION

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In Re:

MARCUS J PEREZ, JR.,

Case No.16-22688 (rdd)

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**MOTION FOR AN ORDER PURSUANT TO 11 U.S.C. § 363(b) and (f) AUTHORIZING
DEBTOR'S SALE AND APPLICATION FOR PROFESSIONAL COMPENSATION
PURSUANT TO 11 U.S.C. § 330**

**TO HONORABLE ROBERT D. DRAIN, UNITED STATES BANKRUPTCY JUDGE
SOUTHERN DISTRICT OF NEW YORK:**

RICK S. COWLE, duly admitted to practice law before this Court, alleges upon information and belief:

1. On May 20, 2016, Marcus Perez, ("Debtor") filed a petition for relief under Chapter 13 of the United States Bankruptcy Code (the "Petition") in the Southern District of New York, White Plains Division.
2. The said Chapter 13 case was converted to a Chapter 11 case pursuant to 11 U.S.C. § 1307(d) by an Order converting Case from Chapter 13 to Chapter 11 signed by Hon. Robert D. Drain on December 28, 2016.
3. The Debtor owns and resides at the property commonly known as 19 Shady Brook Lane, Cortlandt Manor, NY 10567 which is his principal residence.

4. The Debtor also owns investment real property (vacant land) located at 0 Shady Brook Lane, Cortlandt Manor, New York 10567, Section 12.19, Lot 6, Block 3 (the "Property").

5. The Debtor has entered into a Contract of Sale (subject to bankruptcy court approval) which provides for the sale of his interest in the Property to Pro-Built Construction Company, Inc. Attached hereto and made apart hereof is a copy of the executed Contract of Sale as Exhibit A.

6. The Debtor makes this Application for an Order authorizing him to sell his right, title and interest in and to the Property, and to distribute the proceeds approximately, as follows:

Purchase Price	\$75,000.00
Estimated Property Taxes:	(\$2,300.91)
Estimated Settlement Charges:	(\$570.00)
Attorney Closing Fees payable to Edward D. Schmitt & Assoc., LLC:	<u>(\$1,250.00)</u>
Estimated Net Proceeds (payable to DIP)	\$70,879.09

LEGAL ANALYSIS

7. Pursuant to 11 U.S.C. §§ 363(b)(1), 363(f)(3) and supported by § 1107, the Debtor in Possession may sell the property of the estate "not in the ordinary course of business" if the DIP demonstrates that he has employed good business judgment and the sale of estate property is beneficial to the estate and its creditors.

8. Section 363(b) of the Bankruptcy Code provides:

(b) (1) The trustee, after notice and a hearing, may use, sell, or lease other than in the ordinary course of business, property of the estate....

(f)(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property.

9. In *In re Lionel Corp.*, 722 F.2d 1063, 1072 (2d Cir. 1983), the Second Circuit, held that a Court must apply the following standard when determining whether a sale out of the ordinary course of business should be approved:

[T]he application of section 363(b) must be supported by 'some articulated business justification, other than appeasement of a major creditor and that 'a judge determining a §363(b) application [must] expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.'

Id.; see also *In re Borders Group, Inc.*, 453 B.R. 459 (Bkrtcy.S.D.N.Y. 2011).

11. Under § 1107 (a) ... a debtor in possession shall have all the rights, other than the right to compensation under section 330 of this title, and powers, and shall perform all of the functions and duties, except the duties specified in sections 1106(a)(2),(3),and (4) of this title, of a trustee serving in a case under this chapter.

10. Here, the sale of the Debtor's Property maximizes the benefit to the estate by providing the Debtor with funds to pay secured creditors, releasing the Debtor from his financial obligation to maintain the Property.

11. Accordingly, this Court should approve the sale of the Property by the Debtor under 11 U.S.C. §§ 363(b)(1) and 363(f)(3) and approve the real estate and legal fees pursuant to 11 U.S.C. §330 to be paid at closing out of the proceeds.

WHEREFORE, the Debtor respectfully requests the Court grants his motion in its entirety and for such other and further relief as to the Court may seem just and proper.

THE LAW OFFICE OF RICK S. COWLE, P.C.

By: /s/Rick S. Cowle
Rick S. Cowle, Esq.
Attorneys for Debtor
18 Fair Street
Carmel, New York, 10512
(845) 225-3026

Exhibit A

CONTRACT OF SALE
(Vacant Land)

THIS AGREEMENT is dated the 3RD day of ~~SEPTEMBER~~ NOVEMBER, 2016 and is between

MARCUS J. PEREZ, JR. whose address is 1st Shady Brook Lane, Cortlandt Manor, New York ("Seller") SOCIAL SECURITY #: -5920

and

PRO-BUILT CONSTRUCTION COMPANY, INC. whose address is 31 Meadow Sweet Road, Cortlandt Manor, New York ("Purchaser"), EIN #: _____

1. Seller shall sell and Purchaser shall buy the real property hereinbelow described for the sum of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, payable as follows: All money payable under this Contract shall be paid by good certified check of Purchasers drawn on or an official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York.

On the signing of this Contract, the sum of \$7,500.00, the receipt of which is hereby acknowledged and which is subject to collection

At closing, by bank or certified check, the sum of \$67,500.00.

2. The real property is described as follows: **0 Shady Brook Lane, Cortlandt Manor, New York.**

Tax Map Number: (Section 12.19, Lot 6, Block 3) Legal Description & Survey attached hereto.

3. Upon receipt of the purchase price at the times and in the amounts set forth in "1" above, Seller shall execute and deliver to Purchaser, a Bargain and Sale Deed With Covenants against Grantor's Act, in recordable form, so as to convey a fee simple absolute title to the real property described in "2" above, free and clear of all encumbrances except as to those set forth in this Contract. Seller shall pay all transfer tax due as a result of the sale of the real property. The deed shall contain a clause which complies with Section 13 of the Lien Law.

4. All adjustments of real estate taxes, assessments and water/sewer charges, if any, shall be conducted in the normal manner for real estate transaction in the locality in which the real property is situated.

5. The Purchaser shall have possession of the real property on the date of the transfer of the title unless otherwise agreed to, in writing, by the parties hereto or their attorneys, in which event, all adjustments shall be calculated from the date that the Purchaser took possession of the real property and Purchaser shall be obligated to maintain the real property from said date.

6. In the event that the Purchaser shall fail to perform any of the terms, conditions and provisions of this Contract on its behalf to be performed, Seller shall give Purchaser written notice of such default. If the default is for nonpayment of principal and/or interest, Seller shall have ten (10) days from the date of said notice to cure the default. If the default is for any other reason other than nonpayment, Purchaser shall have twenty (20) days to cure said

default. Notice of default shall be made by personal service or overnight courier service and shall be deemed given when personally delivered or delivered to the overnight courier service.

In the event that Purchaser shall fail to cure the default after notice has been duly given, Seller may avail itself of any of the following remedies:

- a. Seller may accelerate the entire balance of principal and interest and demand immediate payment;
- b. Seller may take immediate possession of the premises as permitted by law;
- c. Seller may perform any act on Purchaser's behalf to be performed, the cost of which shall be the Purchaser's responsibility which shall include interest and reasonable attorneys' fees, if any, for which Seller may demand immediate payment in full or add to the existing principal owed by Purchaser to Seller; and/or
- d. Seller may terminate this Contract by giving written notice in the same manner that the notice of default may be given and upon doing so, Seller may retain all moneys paid by Purchaser pursuant to this Contract. If purchaser shall be in possession of the real property, Purchaser shall immediately relinquish same to Seller. Upon written request by Purchaser, Seller shall execute a formal termination of contract. Purchaser hereby expressly appoints Seller as Purchaser's attorney-in-fact for the execution of the formal termination of contract if Purchaser fails to or refuses to execute same with fifteen (15) days and any improvements made to the real property, whether by Seller and/or Purchaser shall be Seller's. The rights afforded Seller hereunder shall be in addition to those afforded Seller by law.

7. This Contract may only be changed or amended in a writing signed by the parties hereto.

8. This Contract shall be binding upon the distributees, executors, administrators, successors and assigns of the parties hereto.

9. The words "Purchaser" and "Seller" shall include the plural thereof where applicable.

10. Riders attached to this Contract – SELLER'S RIDER.

11. The closing shall be on or about OCTOBER 30, 2016, or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the seller's attorney's office located at 2121 Albany Post Road in Montrose, New York, or as shall be agreed mutually by the parties.

12. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the property, based upon Purchasers' own inspection and investigation thereof, and that Purchasers agree to purchase the property (vacant land) "AS IS", with the following exceptions: Contingent upon Board of Health approval of the property, certifying that the property is fit to build a home with septic and fields. Approvals to be obtained within 2 months, or either party may terminate the Contract whereby seller would return any contract deposit.

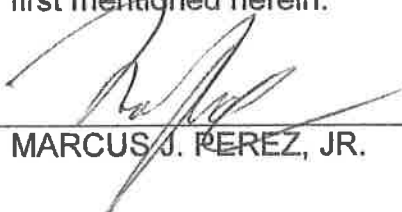
13. Seller's attorney ("Escrowee") shall hold the down payment for Seller's account in escrow in an attorney IOLA bank account at JP Morgan Trust, in Croton, New York until closing or sooner termination of this Contract and shall pay over or apply the down payment in accordance with the terms of this paragraph. Escrowee shall not hold the down payment in an interest bearing account for the benefit of the Parties.

14. Seller shall give an Purchaser shall accept such title as any reputable NY title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by New York State Insurance Department, subject only to the matters provided for in this Contract. Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the NY State Insurance Department or any agent for such title company promptly after the execution of this Contract. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney for Seller promptly after receipt thereof.


15. This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No oral agreements or promises will be binding. Seller's representations in this Contract of Sale shall not survive the closing.

16. Purchaser shall have no possession, right, title or interest of any nature in the property or any part thereof until delivery to Purchaser of the Deed to said property and the payment of the purchaser price as herein specified.

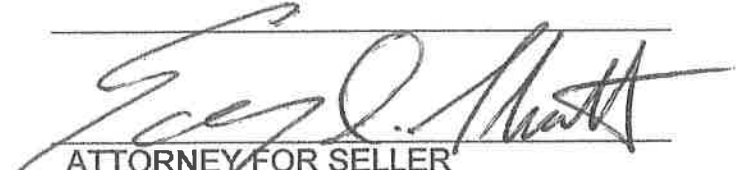
IN WITNESS WHEREOF the parties have signed this Contract on the date and year first mentioned herein.



MARCUS J. PEREZ, JR.



PRO-BUILT CONSTRUCTION
COMPANY, INC.
BY: Robert Gale, President



ATTORNEY FOR SELLER
Edward D. Schmitt, Esq.
2121 Albany Post Road
Montrose, New York 10548
Tel - (914) 737-2440
Fax - (914) 737-2442



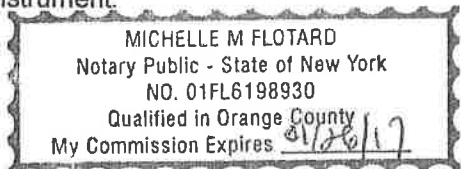
ATTORNEY FOR PURCHASERS

Tel - (914)
Fax - (914)

Acknowledgement taken in New York State

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

On the 30 day of November, in the year 2016, before me the undersigned, personally appeared MARCUS J. PEREZ, JR. personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
Notary Public

Acknowledgement taken in New York State

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

On the 18th day of November, in the year 2016, before me the undersigned, personally appeared ROBERT GALE personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

EDWARD D. SCHMITT
Notary Public, State of New York
No. 02SC6072054
Qualified in Westchester County
Commission Expires March 25, 2018

[Signature]
MARCUS J. PEREZ, JR., Seller

To

[Signature]
PRO-BUILT CONSTRUCTION COMPANY, INC., Purchaser

Dated: NOVEMBER 18, 2016

SELLER'S RIDER TO CONTRACT OF SALE

Seller: MARCUS J. PEREZ, JR.


Purchaser: PRO-BUILT CONSTRUCTION COMPANY, INC.

Dated: ~~SEPTEMBER~~ ^{NOVEMBER 3rd} 2016

1. This Rider is hereby made a part of the above-described Contract of Sale to which it is attached. The provisions of this Rider supplement and are in addition to, and not in limitation of, the provisions of the main body of said Contract of Sale. In each instance in which a provision of this Rider shall contradict or be inconsistent with a provision of the main body of the Contract of Sale as constituted without this Rider, the provisions contained in this Rider shall govern and prevail and the contradicted and inconsistent provisions on the main body of the Contract of Sale shall be deemed amended accordingly.
2. Any notice to be given under this Contract of Sale may be given by or between the parties respective attorneys.
3. Purchaser acknowledges receipt of the survey and original Board of Health approvals and will re-submit another application, with the cooperation of the Seller herein, to be obtained within 2 months or this contract may be terminated by either party, which would result in the return of the Purchaser's down payment.
4. Purchaser shall have no possession, right, title or interest of any nature in the property or any part thereof until delivery to Purchaser of the Deed to said property and the payment of the purchase price as herein specified. The parties hereby waive their right to a trial by jury in the event of any action or proceeding to enforce the terms of this Contract.
5. It is expressly understood and agreed that delivery of this Contract for inspection or otherwise by Seller to the Purchaser shall not constitute an offer or create any rights in favor of the Purchaser or other and shall in no way obligate or be binding upon the Seller, and this Contract shall have no force or effect unless and until the same is fully executed and delivered by Seller and Purchaser, and fully executed copies of this Contract are exchanged by the parties hereto.
6. OMIT.
7. This Contract shall not be recorded by the Purchaser and any recording or attempted recording by Purchaser hereof shall be void and shall constitute a default by the Purchaser hereunder.
8. The closing date in paragraph number 15 of the Contract of Sale is not a time of the essence closing date.

9. Seller to deliver clear title at the time of the closing, free and clear of all liens and encumbrances.
10. The Purchaser acknowledges and agrees that the delivery of the Deed herein constitutes full compliance with the terms, covenants and conditions of this Contract, including any and all addendums and/or riders annexed thereto, and moreover that none of the terms hereof or of such addendum and/or rider, except those specifically made to survive title closing, shall survive title closing.
11. If for any reason whatsoever, the check given by Purchaser as the down payment hereunder is dis-honored, Seller shall have the right to cancel this Contract. Seller's election to cancel shall not be deemed a waiver by Seller of their right to pursue other remedies.
12. Both parties agree that this transaction is contingent upon approval of the Bankruptcy Court, to be obtained within 60 days from the receipt by Purchaser of the fully executed Contract of Sale. If Seller is unable to obtain said approval within the 60-day period, then Purchaser may cancel the transaction and receive return of the down payment.

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of the date first above written.



MARCUS J. PEREZ, JR.
Seller



PRO-BUILT CONSTRUCTION COMPANY, INC.
By: Robert Gale, President
Purchaser

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

THIS INDENTURE, made the 30th day of May, nineteen hundred and Eighty-six
BETWEEN

MARCUS J. PEREZ
Residing at 15 Hunter Street
Croton-on-Hudson,
New York 10520

party of the first part, and

MARCUS J. PEREZ
Residing at 15 Hunter Street
Croton-on-Hudson,
New York 10520

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----NONE AND 00/100----- dollars,

lawful money of the United States, paid

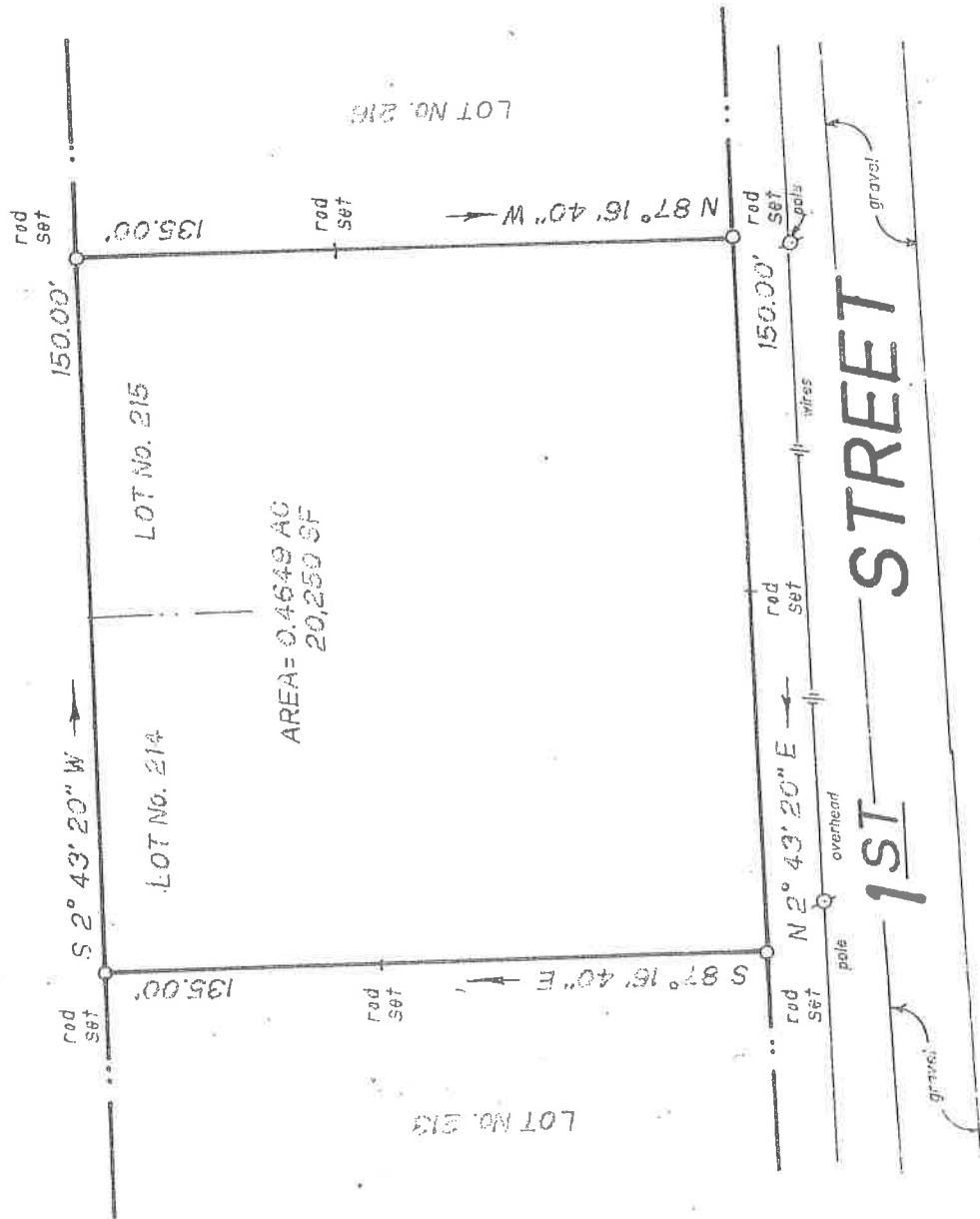
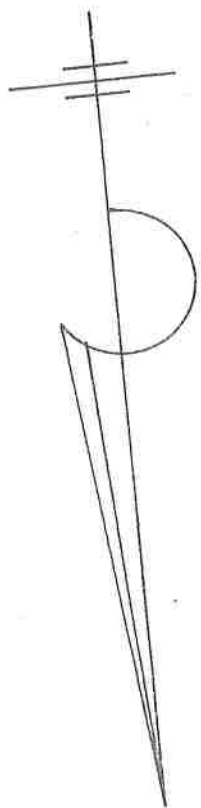
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

TOWN OF CORTLANDT, STATE OF NEW YORK, Also described as follows:

Designated as lots 214 and 215 on a map entitled, "Section 1 Parkway Colony" filed in the office of the Clerk of Westchester County as map no. 6405

It is intended by both parties hereto that, by this conveyance, the lots conveyed hereunder shall and do hereby merge to form a single, undivided parcel.



hyd.

**SURVEY OF PROPERTY PREPARED FOR
MARCUS PEREZ, JR.**

BEING LOT No. 214 & 215 ON A FILED MAP ENTITLED
"PARKWAY COLONY SECTION 1" FILED IN THE WEST. CO.
CLERKS OFFICE ON AUG. 12, 1947 AS MAP No. 6405.

SITUATE IN

**TOWN OF CORTLANDT, WEST. CO., N.Y.
SCALE: 1"=40' DATE: DEC. 4, 1986**

DATE OF THIS MAP
JULY 1, 1985 DATE OF FIELD SURVEY
FEB. 6, 1986 REVISION

CERTIFICATIONS INDICATED HEREON SIGNIFY THIS
SURVEY WAS PREPARED IN ACCORDANCE WITH THE
EXISTING CODE OF PRACTICE FOR LAND SURVEYS
ADOPTED BY THE N.Y.S. ASSOC. OF PROFESSIONAL
LAND SURVEYORS.

CERTIFICATIONS SHALL RUN ONLY TO THE PERSON
FOR WHOM THIS SURVEY WAS PREPARED AND ON HIS
BEHALF TO THE TITLE CO. AND LENDING INSTITUTION
LISTED HEREON.

SAID CERTIFICATIONS ARE NOT TRANSFERABLE TO
ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.



DONALD J. DONNELLY, N.Y.S. LIC. NO. 49000

UNAUTHORIZED ALTERATION OR ADDITION TO THIS
SURVEY IS A VIOLATION OF N.Y.S. EDUC. LAW
SECTION NO. 7209.

UNDERGROUND STRUCTURES, IF ANY, NOT SHOWN.

ALL CERTIFICATIONS ARE VALID FOR THIS MAP
AND COPIES THEREOF ONLY IF SAID MAP OR COPIES
BEAR THE IMPRESSED SEAL OF THE SURVEYOR WHOSE
SIGNATURE APPEARS HEREON.

DONALD J. DONNELLY, L.S.

1929 COMMERCE STREET
YORKTOWN HEIGHTS, NEW YORK 10598
(914) 962-2215