## NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

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MTA:

Recording Fee:

Affidavit Fee:

NYCTA:

Additional MRT:

TOTAL:

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#### 2020112000560003004EE9A*5* RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 10** Document ID: 2020112000560003 Document Date: 11-17-2020 Preparation Date: 11-30-2020 Document Type: DEED Document Page Count: 8 PRESENTER: **RETURN TO:** LIBERTY LAND ABSTRACT, INC TERESA GREENBERG, ESO. 42-40 BELL BLVD. SUITE 103 THE LAW OFFICE OF YEUNG & WANG PLLC 29985 1500 BROADWAY, STE 901 BAYSIDE, NY 11361 NEW YORK, NY 10036 718-281-0505 JASON@LLABSTRACT.COM PROPERTY DATA Borough Block Lot Unit Address MANHATTAN 1114 1688 Entire Lot 11G 15 WEST 61ST STREET Property Type: SINGLE RESIDENTIAL CONDO UNIT **CROSS REFERENCE DATA** or Year Reel Page or File Number CRFN or DocumentID **PARTIES GRANTOR/SELLER: GRANTEE/BUYER:** AVB 1865 DEVELOPER, LLC YIXING MA C/O: AVALONBAY COMMUNITIES, INC., 671 NORTH 15 WEST 61ST STREET, UNIT 11G GLEBE ROAD, SUITE 800 NEW YORK, NY 10023 ARLINGTON, VA 22203 ☑ Additional Parties Listed on Continuation Page FEES AND TAXES Mortgage: Filing Fee: Mortgage Amount: 0.00 125.00 NYC Real Property Transfer Tax: Taxable Mortgage Amount: 0.00 Exemption: 22,372.50 TAXES: County (Basic): 0.00 NYS Real Estate Transfer Tax: City (Additional): \$ 0.00 \$6,280.00 + \$15,700.00 = \$21,980.00 Spec (Additional): \$ 0.00 RECORDED OR FILED IN THE OFFICE TASF: \$ 0.00

OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 12-02-2020 09:07

City Register File No.(CRFN):
2020000339749

City Register Official Signature

## NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2020112000560003004CFR25

### RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

**PAGE 2 OF 10** 

Document ID: 2020112000560003

Document Date: 11-17-2020

Preparation Date: 11-30-2020

Document Type: DEED

#### **PARTIES**

#### **GRANTEE/BUYER:**

FANG CAO 15 WEST 61ST STREET, UNIT 11G NEW YORK, NY 10023

#### UNIT DEED

THIS INDENTURE, made as of the <u>17</u> day of <u>November</u>, 2020, between AVB 1865 Developer LLC, a Delaware limited liability company, having an office at c/o AvalonBay Communities, Inc., 4040 Wilson Blvd., Suite 1000, Arlington, VA 22203 (the "Grantor") and **Yixing Ma and Fang Cao, wife and husband** (the "Grantee"), having an address at c/o Teresa Greenberg, Esq., Law Office of Yeung & Wang PLLC, 1500 Broadway, Suite 901, New York, NY 10036.

#### WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium unit (the "Unit") in the premises known as 15 West 61st Street Condominium (the "Condominium") and by the street number 15 West 61st Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit No. 11G in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 8, 2019 and recorded in the New York County Office of the Register of The City of New York (the "City Register's Office") on January 24, 2020 in City Register File Number 2020000029227, and also designated as Tax Lot(s) 1688 in Block 1114 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by Susan D. Acheson, on January 7, 2020, and filed in the Real Property Assessment Department of the City of New York on January 17, 2020 as Condominium Plan No. 2956 also filed in the City Register's Office on January 24, 2020, as CRFN No. 2020000029228. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided **0.2459%** percentage interest in the Common Elements (as such term is defined in the Declaration):

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has (have) been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

#### **GRANTOR:**

#### AVB 1865 DEVELOPER, LLC,

a Delaware limited liability company

By: 1865 BROADWAY RETAIL, LLC,

a Delaware limited liability company,

its Sole Member

By: AVB Development Transactions, Inc.,

a Maryland corporation

its Sole Member

y: ///

Title: Senior Vice President

Jixing Dia by Teresa P. Greenberg, AS Agent

Fangstao by Teresa J. Greenberg, As Agent

#### **RECORD AND RETURN TO:**

Teresa Greenberg, Esq. Law Office of Yeung & Wang PLLC 1500 Broadway, Suite 901 New York, NY 10036 Power of Attorney recorded simultaneously herewith.

STATE OF NEW YORK ) ) ss.:	
COUNTY OF NEW YORK )	
the basis of satisfactory evidence to be the instrument and acknowledged to me that he/	the year 2020 before me personally, personally known to me or proved to me on individual whose name is subscribed to the within she executed the same in his/her capacity, and that individual, or the person upon behalf of which the
STATE OF NEW YORK ) ) ss.: COUNTY OF NEW YORK )	RAECHEL HANNA RITZER Notary Public, State of New York No. 01RI6402131 Qualified in New York County Commission Expires 12/23/2023
the basis of satisfactory evidence to be the ir instrument and acknowledged to me that he/	the year 2020 before me personally berg as, personally known to me or proved to me on adividual whose name is subscribed to the within she executed the same in his/her capacity, and that adividual, or the person upon behalf of which the Notary Public
STATE OF NEW YORK ) ) ss.: COUNTY OF NEW YORK )	Alexander William Li NOTARY PUBLIC, STATE OF NEW YORK Registration No. 02L16329919 Qualified in KINGS County Commission Expires SEPTEMBER 08, 20 2
the basis of satisfactory evidence to be the in instrument and acknowledged to me that he/	the year 2020 before me personally as agent personally known to me or proved to me on individual whose name is subscribed to the within she executed the same in his/her capacity, and that individual, or the person upon behalf of which the  Notary Public  Alexander William Li NOTARY PUBLIC, STATE OF NEW YORK Registration No. 02L16329919 Qualified in KINGS County Commission Expires SEPTEMBER 08, 2023

#### SCHEDULE A LEGAL DESCRIPTION

The condominium unit (the "Unit") in the premises known as 15 West 61st Street Condominium (the "Condominium") and by the street number 15 West 61st Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit 11G in the declaration establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated October 8, 2019 and recorded in the New York County Office of the Register of The City of New York (the "City Register's Office") on January 24, 2020 as CRFN 2020000029227, and also designated as Tax Lot(s) 1688 in Block 1114 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the floor plans of the building, certified by Susan D. Acheson, Registered Architect, on January 7, 2020 and filed with the Real Property Assessment Department of the City of New York on January 17, 2020 as Condominium Plan 2956, and also filed in the City Register's Office on January 24, 2020, as 2020000029227 (which floor plans, and any amendments thereto, are collectively called the "Floor Plans").

Together with an undivided **0.2459%** interest in the Common Elements (as such terms are defined in the Declaration) of the 15 West 61st Street Condominium.

ALL that certain lot, piece or parcel of land, in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 61st Street, and the southwesterly side of Broadway;

RUNNING THENCE westerly, along the northerly line of West 61st Street, 256 feet 7 inches;

THENCE northerly, at right angles to the preceding course, 100 feet 5 inches to a point in the center line of block;

THENCE easterly, parallel with the northerly line of West 61st Street along the center line of the block 60 feet 0 inches;

THENCE southerly, at right angles to the preceding course, 1 foot 10 inches;

THENCE easterly, parallel with northerly line of West 61st Street, 139 feet 3 1/4 inches to a point in the southwesterly line of Broadway;

THENCE southeasterly, along the southwesterly line of Broadway, 114 feet 3/8 of an inch to the pint or place of BEGINNING.

(also known as)

ALL those certain plots, pieces or parcels of land, situate, lying and being in the Borough of Manhattan, City, County, and State of New York, bounded and described as follows:

#### PARCEL "A"

BEGINNING at the corner formed by the intersection or the southwesterly side of Broadway with the northerly side of 61st Street;

RUNNING THENCE westerly, along the northerly side 61st Street, 196 feet 7 inches; THENCE northerly, along a line parallel with Columbus Avenue, 98 feet 7 inches;

THENCE easterly on a line parallel with 61st Street, 139 feet 3 - 1/4 inches to the southwesterly side of Broadway; and

THENCE southerly, along the southwesterly side of Broadway, 114 feet 3/8ths of an inch to the point of place of BEGINNING.

#### "PARCEL "B"

BEGINNING at a point on the northerly side of West 61st Street, distant 140 feet easterly from the corner formed by the intersection of the easterly side of Columbus Avenue and the northerly side of West 61st Street;

RUNNING THENCE northerly, parallel with Columbus Avenue, 100 feet 5 inches;

THENCE easterly, parallel with the northerly side of West 61st Street, 60 feet;

THENCE southerly and again parallel with Columbus Avenue 100 feet 5 inches to the northerly side of West 61st Street; and

THENCE westerly, along the northerly side of West 61st Street, 60 feet to the point or place or beginning.

## SCHEDULE B PERMITTED ENCUMBRANCES

- 1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.
- 2. Any state of facts which an accurate survey of the Building and the Unit would show, or such other items as a personal inspection of the Property would show, provided such facts would not make title to the Unit unmarketable, except as otherwise permitted herein.
- 3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Grantee to the Board and other parties, and the Floor Plans; as all of the same may be amended from time to time.
- 4. Consents by the Grantor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.
- 5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.
  - 6. Revocability of licenses for vault space, if any, under the sidewalks and streets.
- 7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.
- 8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.
- 9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.
- 10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that the Grantor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Grantee shall pay all assessments due from and after the Closing Date.
- 11. Any declaration or other instrument affecting the Property which the Grantor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

- 12. Any encumbrance as to which First American Title Insurance Company (or such other New York Board of Title Underwriters member title insurance company which insures the Grantee's title to the Unit) would be willing, in a fee policy issued by it to the Grantee, to insure the Grantee that such encumbrance (1) will not be collected out of the Unit if it is a lien or (2) will not be enforced against the Unit if it is not a lien.
- 13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of a Unit for residential purposes.
  - 14. Any lease covering the Unit made from the Grantor to the Grantee.
- 15. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board or another Unit Owner to correct.
- 16. Terms, covenants, conditions and agreements contained in a lease made by and between AVB Broadway LLC, Lessor, and Target Corporation, Lessee, a memorandum of which dated 10/24/2018 was recorded on 11/02/2018 in (as) CRFN 2020000029227. (term commenced 10/24/2018 and expires 10/24/2033 with option to extend for three terms of five years each).
  - 17. Covenants, conditions, easements, leases, agreements of record, if any:
    - a. ZONING LOT EXHIBIT I recorded under CRFN 2016000280738
    - b. ZONING LOT EXHIBIT III recorded under CRFN 2016000280739
    - c. REVOCABLE CONSENT AGREEMENT recorded under CRFN 2019000385978

## NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2020112000560003004S2724

#### SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2020112000560003

Document Date: 11-17-2020

Preparation Date: 11-30-2020

Document Type: DEED

ASSOCIATED TAX FORM ID: 2020072100286

#### SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT SMOKE DETECTOR AFFIDAVIT

Page Count

1 1

# AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York				
County of New York SS.:				
The undersigned, being duly sworn, of the real property or of the cooperative 15 V	e shares in a cooperative WEST 61ST STREET		•	-
MANUA TOTAN	Street Address Unit/Apt.	1114	1.600	
MANHATTAN Borough	New York,	1114 Block	1688 Lot	the "Premises");
two-family dwelling, and that install compliance with the provisions of Ar the City of New York concerning smooth that they make affidavit in complisignatures of at least one grantor and AND 1865 DEVELOPOY, LLC	ticle 6 of Subchapter 17 oke detecting devices; ance with New York 0	of Chapter 1 of Tit	le 27 of the Ad	dministrative Code of
Jon voel  Name of Grantor (Type or P	Print)	Yixin Name	G MA of Grantee (Type o	or Print)
By: Signature of Ovantor		figing Masig	gnadure of Grante	en Greens
Sworn to before me	Sv	orn to before me		
this 25 day of August  RAECHEL HANNA Notary Public, State No. 01 RI6402 Qualified in New Yo Commission Expires	of New York 2131 ork County	A NOTARY F	lexander William L PUBLIC, STATE OF NE Istration No. 02L163299 alified in KINGS Coun on Expires SEPTEMBE	i w York U 2

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as

a crime of perjury under Article 210 of the Penal Law.

LAST NAME / COMPANY  3. Tax Billing if other than buyer address (at bottom of form) Address  LAST NAME / COMPANY  LAST NAME / COMPANY  LAST NAME / COMPANY  LAST NAME / COMPANY  4. Indicate the number of Assessment Roll parcels transferred on the deed  Property FRONT FEET DEPTH  ACRES  8. Seller AVB 1865 DEVELOPER, LLC	MANHATTAN 10023  BOROUGH ZIP CODE  ING  FIRST NAME  FIRST NAME  FIRST NAME  STATE ZIP CODE
2. Buyer Name   MA   YIXI	BOROUGH ZIP CODE  ING  FIRST NAME  FANG  FIRST NAME
Name  LAST NAME / COMPANY  CAO  LAST NAME / COMPANY  3. Tax Billing Address  Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  Address  LAST NAME / COMPANY  LAST NAME / COMPANY  LAST NAME / COMPANY  LAST NAME / COMPANY  ACRES  4. Indicate the number of Assessment Roll parcels transferred on the deed  Property Size  FRONT FEET  DEPTH  ACRES  AVB 1865 DEVELOPER, LLC	FANG FIRST NAME  FIRST NAME  FIRST NAME
3. Tax Indicate where future Tax Bills are to be sent Billing if other than buyer address (at bottom of form)  Address  STREET NUMBER AND STREET NAME  CITY OR TOWN  4. Indicate the number of Assessment Roll parcels transferred on the deed  Property  Size  FRONT FEET  ACRES  AVB 1865 DEVELOPER, LLC	FIRST NAME  FIRST NAME
3. Tax Billing if other than buyer address (at bottom of form) Address  LAST NAME / COMPANY  LAST NAME / COMPANY  LAST NAME / COMPANY  4. Indicate the number of Assessment Roll parcels transferred on the deed  Property FRONT FEET X DEPTH OR  ACRES  8. Seller AVB 1865 DEVELOPER, LLC	FIRST NAME
4. Indicate the number of Assessment Roll parcels transferred on the deed  1 # of Parcels OR Part of a Parcels OR Pa	STATE ZID CODE
Roll parcels transferred on the deed 1 # of Parcels OR Part of a P	STATE ZIP CODE
Property X DEPTH OR ACRES  8. Seller AVB 1865 DEVELOPER, LLC	4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
o. Sellel	Check the boxes below as they apply:  6. Ownership Type is Condominium  7. New Construction on Vacant Land
Name LAST NAME / COMPANY	
	RST NAME
LAST NAME / COMPANY FIR	RST NAME
9. Check the box below which most accurately describes the use of the property at the time of the property at the property at the time of the property at the prop	cial G Entertainment / Amusement I Industrial
10. Sale Contract Date   6 / 22 / 2020   A	Sale Between Relatives or Former Relatives
Month Day Year B C 11. Date of Sale / Transfer 11 / 17 / 2020 D Month Day Year	Sale Between Related Companies or Partners in Business One of the Buyers is also a Seller Buyer or Seller is Government Agency or Lending Institution
12. Full Sale Price \$   1 5 . 7 . 0 . 0 . 0 .	Deed Type <b>not</b> Warranty or Bargain and Sale (Specify Below )  Sale of Fractional or Less than Fee Interest ( Specify Below )
12. Full Sale Price \$	Significant Change in Property Between Taxable Status and Sale Date Sale of Business is Included in Sale Price Other Unusual Factors Affecting Sale Price ( Specify Below ) None
13. Indicate the value of personal property included in the sale	
SSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and	Tax Bill
15. Building Class $\lfloor R \rfloor 4 \rfloor$ 16. Total Assessed Value (of all parcels in transf	1
17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional MANHATTAN 1114 1688	fer) L , , , , , , , , , , , , , , , , , ,

FOR CITY USE ONLY

CERT	IFICATION

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 understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY		
AVELLIGNATOR A	eny !	Nov. 17,2028	LAST NAME	FIRST NAME	
WEST 61ST STREET WIT 116	ASAGONT		AREA CODE TE	ELEPHONE MMBER	
STREET NUMBER STREET NAMI	E (AFTER SALE)	10023	AVB 1860 CEVELORE		
CITY OR TOWN	STATE	ZIP CODE	Nome: Joh vogel Title: sup	DATE	