

ROY A. HEISE
KEVIN G. JOHNSON



MARK H. KLAFEHN
(1927-2011)

Senders email: wmalsegna@khjlaw.com

August 8, 2022

VIA US MAIL
Village of Brockport
127 Main Street
brockport, NY 14420

Re: Sale of 65/67 Perry Street, Brockport (Village of Brockport), NY 1442 (Joshua Young)

To whom it may concern:

Our office represents Joshua Young in the sale of his rental property located at 65/67 Perry Street.

In order to provide proper title to the property, we must obtain a Boundary Line Agreement in regards to the fence that is located at the southwest corner of the northeast corner your common property line. I have enclosed a copy of the instrument survey showing the location of this fence and a Boundary Line Agreement, which needs your signature.

The Boundary Line Agreement states that the fence is not meant to establish the property line and that you make no claim to any property northeast of your property line and the fence as shown on the survey. ***Please note that this is a legal document and you may want to have it reviewed by your attorney before signing.***

After you have reviewed the enclosed document and agree with same, please execute the Boundary Line Agreement in front of a Notary Public and forward it to my attention in the enclosed self-addressed envelope. If you would prefer to return the document to us in person, rather than mailing, our office can notarize the document for you. We would appreciate it if you would return these documents to us in a timely manner since the closing on this property is imminent.

Page Two
Joshua Young
65/67 Perry Street
August 8, 2022

I have also enclosed a TP-584 form that must accompany the Boundary Line Agreement when we file it in the Monroe County Clerk's Office. Please place your EIN on the front page and sign the third and fourth page where indicated by the "Sign Here" tab, and return it to my office with the Boundary Line Agreement.

Upon our receipt of the signed documents, we will provide you with a copy of the signed agreement since you may need it if you ever decide to sell your property.

If you should have any questions, please do not hesitate to give me, or my Paralegal, Wendy M. Malsegna, a call. Thank you for your courtesies.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Johnson". The signature is written in a cursive style with a large initial "K".

Kevin G. Johnson

KGJ/wmm
Enclosures

BOUNDARY LINE AGREEMENT

Agreement dated this _____ day of _____, 2022, by and between **MATTHEW MERRICK AND MATTHEW IACCHETTA**, who are the owners of property located at **65/67 Perry Street, Brockport (Village of Brockport), New York 14420**, party of the first part, and **VILLAGE OF BROCKPORT** with an address of **127 Main Street, Brockport (Village of Brockport), New York 14420**, party of the second part.

WITNESSETH:

WHEREAS, party of the first part is the owner of real property commonly known as **65/67 Perry Street, Brockport (Village of Brockport), New York 14420, County of Monroe and State of New York**, having Tax Account No.: **068.60-4-11**, more particularly described in a Deed recorded in the Monroe County Clerk's Office on _____ in Liber _____ of Deeds at page _____. Which property (the "Premises") is shown on a survey map annexed hereto and made a part hereof dated **August 26th, 2019** made by **Maier Land Surveying**, Professional Land Surveyors (the "Survey"), and

WHEREAS, party of the second part is the owner of real property commonly known as of **0 Holley Street, Brockport, New York 14420 Village of Brockport, County of Monroe and State of New York**, having Tax Account No.: **068.60-4-3**, more particularly described in a Deed recorded in the Monroe County Clerk's Office on **May 11th, 1955** in Liber **3005** of Deeds at page **310**. **WHEREAS**, the Survey shows a fence located at the southwest corner of the northeast corner boundary line of the Premises (the "Fence"), and

WHEREAS, the parties hereto desire to fix and definitely establish the boundary line between the Premises as shown on the Survey, which is owned by the party of the first part, and the premises to the **northeast** owned by the party of the second part.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each of the parties hereto to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree as follows:

1. The boundaries of the Premises are as set forth on the Survey and the party of the second part recognize the boundary line between the parties' properties as shown on the Survey (the "Boundary Line").
2. The party of the second part hereby convey, release and quit claim unto the party of the first part, their heirs and assigns forever, all of their right, title and interest in and to any land lying inside the Boundary Line shown on the Survey, including, but not

limited to all lands lying between the Boundary Line and the Fence, as shown on the Survey.

3. The parties hereto agree this Agreement will inure to the benefit of the mortgagees, current or future, of their respective properties.

IT IS MUTUALLY COVENANTED AND AGREED, by the parties that this agreement shall run with the land and inure to the benefit of and be binding upon the parties hereto, their heirs, distributes, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this agreement has been signed as of the date and year first above written.

MATTHEW MERRICK

MATTHEW IACCHETTA

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

On _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **MATTHEW MERRICK AND MATTHEW IACCHETTA**, 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(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.

Notary Public

IN WITNESS WHEREOF, this agreement has been signed as of the date and year first above written.

By,
Village of Brockport

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

On _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



Notary Public
11/5/22



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

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

Schedule A - Information relating to conveyance

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

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot, SWIS code, Street address, City, town, or village, County.

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

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

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

Form with checkboxes for various conditions of conveyance (a. Conveyance of fee interest, f. Conveyance which consists of a mere change of identity, etc.).

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

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

Part 1 – Computation of tax due

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

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

1	Enter amount of consideration for conveyance (from Part 1, line 1)	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 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

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

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

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

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

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

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

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

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

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

Signature (both the grantors and grantees must sign)

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



_____ Grantor signature	_____ Title	_____ Grantee signature Matthew Merrick	N/A Title
_____ Grantor signature	_____ Title	_____ Grantee signature Matthew Iacchetta	N/A Title

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

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 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 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.


Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller 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, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 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 § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (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 § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, 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 Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (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 § 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 New York State, 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

Attachment to TP-584

Address:

65/67 Perry Street, Brockport (Village of Brockport), New York 14420

Tax ID:068.60-4-11

MATTHEW MERRICK,
residing at
31 Brockton Place
Rochester, New York 14624

S.S. No.: _____

Signature: _____

MATTHEW IACCHETTA,
residing at
6 Mondavi Circle
Spencerport, New York 14559

S.S. No.: _____

Signature: _____

ABSTRACT REFERENCES:
 CROSSROADS LAND OFFICES, INC.
 SEARCH NO: 42781
 DATED: 08/20/19

DEED REFERENCES:
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MAP REFERENCES:
 LIBER OF MAPS PAGE

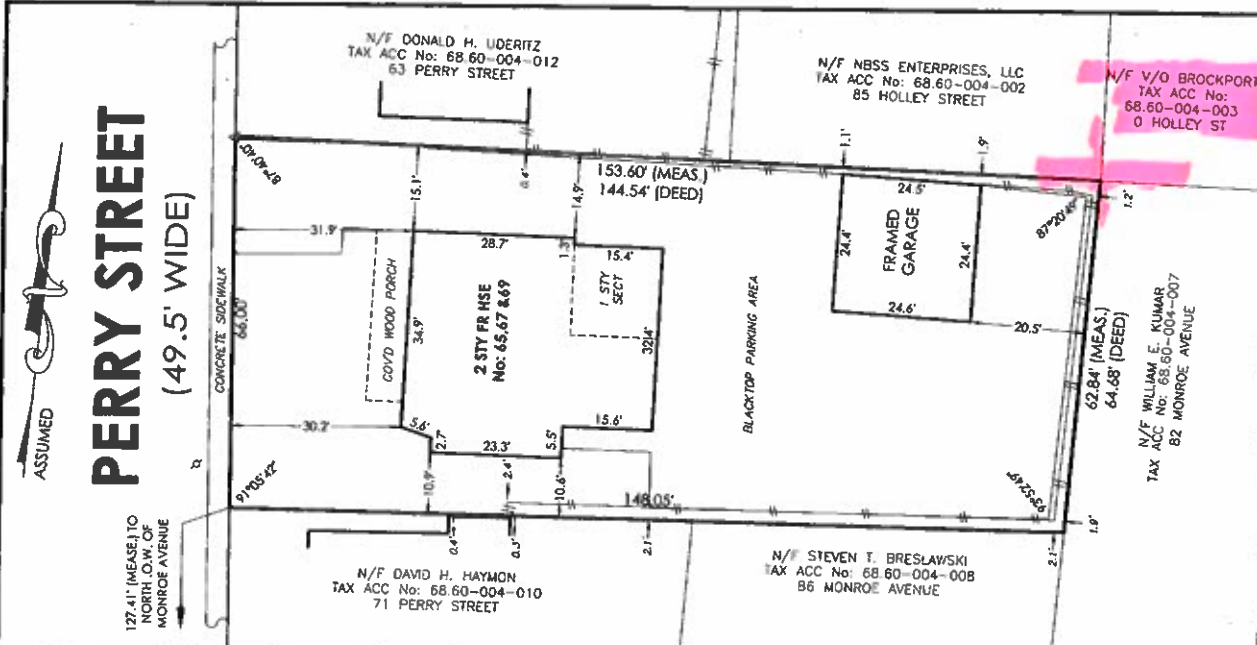
CERTIFICATIONS:
 JOSHUA M. YOUNG
 550 FORD STREET
 CREDIT UNION
 BOTOLAN ESTATES LLC
 CROSSROADS LAND OFFICES, INC.
 KLAFFEN HEISE & JOHNSON PLLC

- LEGEND**
- ▲ P.C. MARK FOUND
 - CONCRETE FOUNDATION
 - CONCRETE FOUNDATION
 - IRON PIN OR NAIL FOUND
 - IRON PIN OR NAIL FOUND
 - UTILITY POLE
 - CHAIN LINK FENCE
 - PAVEMENT LINE
 - UTILITY LINES
 - E.O.W. LINE
 - PROPERTY LINE
 - CENTERLINE

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. DIMENSIONS OF ALL PARTS ARE TO BE TAKEN AS SHOWN ON THIS PLAN. THE SURVEYOR'S FIELD BOOK IS KEPT IN HIS OFFICE AND IS AVAILABLE FOR INSPECTION BY THE PUBLIC. THE SURVEYOR'S FIELD BOOK IS KEPT IN HIS OFFICE AND IS AVAILABLE FOR INSPECTION BY THE PUBLIC. THE SURVEYOR'S FIELD BOOK IS KEPT IN HIS OFFICE AND IS AVAILABLE FOR INSPECTION BY THE PUBLIC.



MAIER
 LAND SURVEYING
 RICHARD E. MAIER, P.L.S.
 PROFESSIONAL LAND SURVEYOR
 539 MANITOU ROAD
 HILTON, NEW YORK 14468
 (565) 392-6134



MAP OF SURVEY SHOWING:
 LANDS OF
JOSHUA M. YOUNG
 SITUATED IN PART OF
 TOWN LOT 9, TOWNSHIP 3, SECTION 8
 VILLAGE OF BROCKPORT
 MONROE COUNTY
 STATE OF NEW YORK

SCALE: 1" = 30'
 DATE: 8/20/19 JOB NO.: 19-287 L.M. NO.: 68.60-004-011