



Part II:
**THE TITLE INSURANCE RATE MANUAL
(TIRSA) REVISED EFFECTIVE
OCTOBER 1, 2024: A CONTINUING
OVERVIEW OF MAJOR CHANGES IN
POLICIES, ENDORSEMENTS AND
COVERAGES**

Hosted by All New York Title Agency, Inc.

Presenters:

Joseph S. Petrillo, Esq.

John M. Martin, Esq.

Tyler H. Gablenz, Esq.



JOSEPH S. PETRILLO, ESQ.
President
All New York Title Agency

With over 40 years of legal experience in title insurance and real property law, Joe has coordinated, cleared, and closed many complex, sophisticated transactions.

In addition to being a principal of All New York Title, Joe has held positions in the title industry as VP Regional Counsel, as Claims Counsel and Vice President/New York area manager for a major title insurance underwriter. Joe was active in the formation of the Title Insurance Rate Service Association (TIRSA) of NY State serving as its first President and contributed to developing the policies and procedures in the current TIRSA rate manual.

Prior to his involvement with the title industry, Joe was involved in preparing and submitting condominium and cooperative offering plans, bank closings, real estate acquisitions, construction financing and many other real property matters including multi-state and shopping center transactions.

He is a member of the Bar Associations of New York and Virginia, is a former Vice President and Executive Committee member of the New York State Land Title Association (NYSLTA) and currently sits on the Board of Directors of the New York State Association For Affordable Housing (NYSFAFH)



JOHN M. MARTIN, ESQ.
VP & General Counsel
All New York Title Agency

John M. Martin, Esq. is vice president and general counsel at All New York Title Agency, Inc. He has over 38 years legal experience in title insurance and real property matters. His responsibilities involve the legal operation of the company from review of routine title issues to closing the most complex commercial transactions.

Mr. Martin has handled the title insurance for numerous affordable housing matters involving the City of New York, including HPD, HDC, and NYCHA, the State of New York, including HFA, HCR and SONYMA, as well as many local and county housing agencies throughout New York. These affordable housing transactions involved non-profits, faith-based organizations as well as for-profit developers totaling hundreds of millions of dollars resulting in many thousands of new or rehabilitated housing units across the City and State of New York. Most of these matters involved complex financing including tax credits and state or city agency bonds and regulatory agreements.

John has chaired the Law Committee of New York State Land Title Association and served for 10 years as Chair of the Westchester County Bar Association's Real Property Section. Prior to All New York Title, Mr. Martin held positions in the title industry as claims counsel, New York and New Jersey state counsel and vice president of operations for a major title insurance underwriter.



TYLER GABLENZ, ESQ.
Vice President
Senior Underwriting Counsel
All New York Title Agency

Since joining All New York Title in 2015, Tyler has focused his work on identifying and resolving title issues for both the residential and commercial branches of the business. His responsibilities include preparing and reviewing title reports, assisting clients and attorneys with clearing title issues and serving as escrow agent for complex commercial closings.

Prior to joining All New York, Tyler gained experience in real estate transactions working for a top real estate law firm in Connecticut, while attending Quinnipiac University School of Law.

Tyler earned a law degree from Quinnipiac University School of Law in 2015 and was admitted to the New York State Bar in 2016.

- (E) Any dwelling described in (A), (B) or (C) above may be Residential Real Property notwithstanding the use of a portion thereof for office purposes. The use of a portion of a dwelling for a use other than dwelling or office use shall preclude a determination that the same is Residential Real Property.

Residential Real Property does not include land that is vacant land at Date of Policy.

Simultaneous or Simultaneously: occurring on the same calendar day.

SECTION 2: RULES

- (A) All charges, fees and premiums set forth in this manual, pursuant to Section 2314 of the Insurance Law, are mandatory upon each Company upon approval by the Superintendent of the Department of Financial Services, and cannot be waived, reduced or increased, except as provided in Section 2339 of the Insurance Law.
- (B) Any rate, premium, fee or other charge set forth in this manual shall apply to any transaction closed on or after the effective date of any change in such rate, premium, fee or other charge, even though application may have been made prior to the effective date of this manual.
- (C)
 - (1) No form of Policy, Endorsement, or other coverage may be issued which varies the covered risks, conditions, or exclusions of a Policy unless first approved by the Superintendent of the Department of Financial Services. Approved Policies and Endorsements are set forth in Part IV below. No form of Policy not approved by the Department of Financial Services may be issued or updated by Endorsement or otherwise. Notwithstanding the above, nothing herein shall limit a Company from deleting or limiting a covered risk.
 - (2) Except by Endorsement set forth in Part IV of this Rate Manual and as expressly authorized in this Rate Manual, no affirmative coverage, no additional insurance or no express insurance may be added to or provided in the Policy, whether on Schedule B, by Endorsement or otherwise.
- (D) Except as otherwise specifically set forth in this manual, the premium charged may not be less than the minimum premium set forth in Part II of this manual.
- (E) Premiums for each Policy and each Endorsement shall be charged in whole-dollar amounts, rounded to the nearest dollar. In calculating any premium, a remainder of less than fifty cents shall be rounded down and fifty cents and above shall be rounded up.
- (F) Upon notification to the applicant, a Company may decline to search, examine or insure any title, or to issue any Endorsement. A Company may, at any time, and at its sole discretion, refuse an application or cancel any unclosed application, without liability on the part of the Company.
- (G) Extra charges may be levied at or after the receipt of the application for an examination of title that may involve additional tax lots, multiple chains of title, land under water, land in bed of streets, rights-of-way, driveways, easements, strips and gores, foreclosures, proceedings under

PART IV: APPROVED FORMS

SECTION 1: CURRENT APPROVED TITLE INSURANCE POLICY FORMS

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<u>ALTA Loan Policy (03/08/2024) with Standard New York Endorsement</u>	Mar 8, 2024	75
<u>ALTA Short Form Residential Loan Policy (05/01/2007) with TIRSA Amendments</u>	May 1, 2007	97
<u>TIRSA Owner’s Extended Protection Policy (01/11/2001)</u>	Jan. 11, 2001	Error! Bookmark not defined.
<u>TIRSA Junior Loan Policy (10/21/97)</u>	Oct. 21, 1997	111
<u>TIRSA Short Form Junior Loan Policy (10/21/97)</u>	Oct. 21, 1997	119
<u>ALTA U.S. Policy (12/3/12)</u>	Dec. 3, 2012	121

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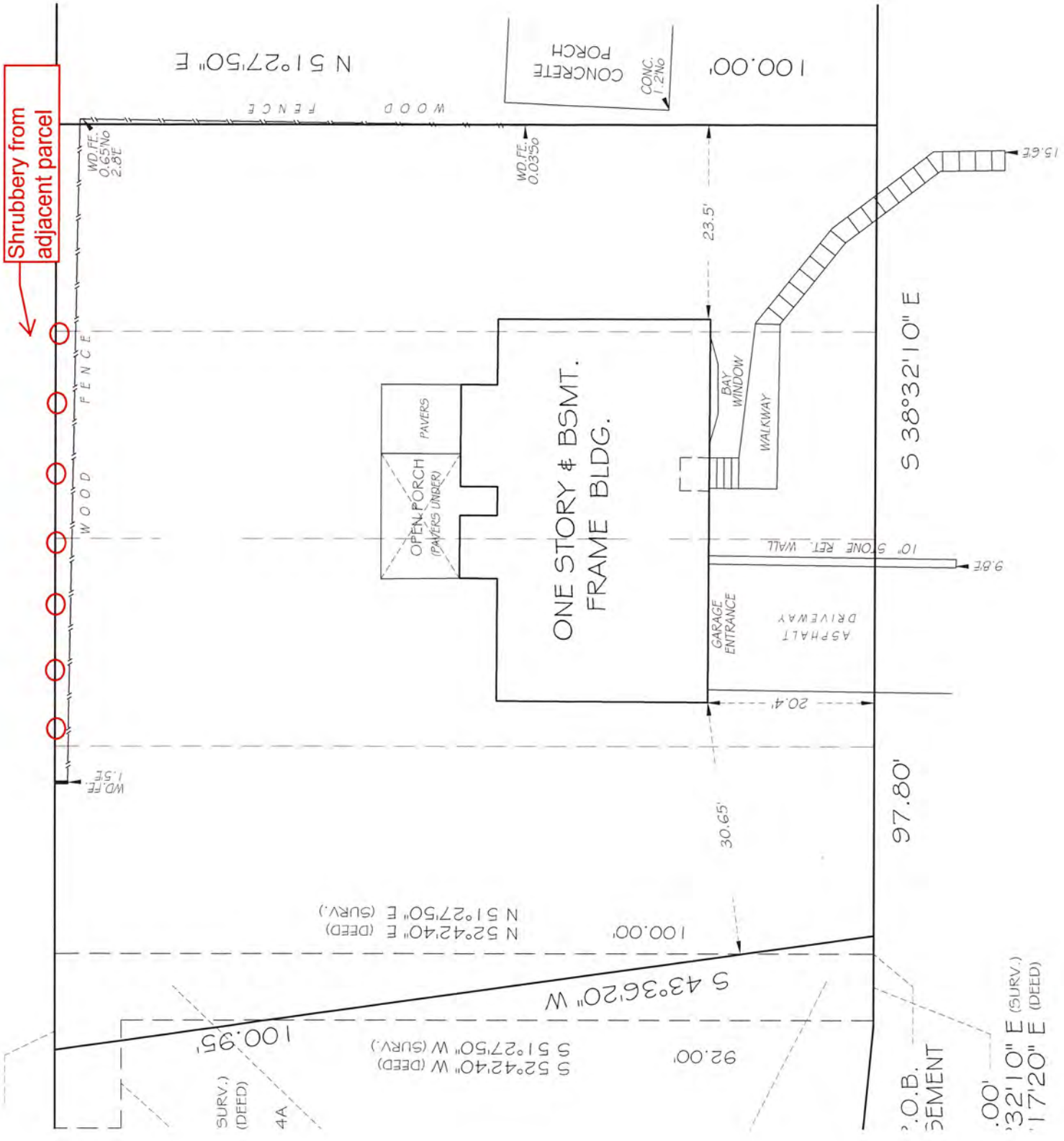
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Shrubbery from adjacent parcel



SURV. (DEED) 4A

S.O.B. CEMENT

100' 32'10" E (SURV.) 17'20" E (DEED)

All New York Title Agency, Inc.

Title Number:

Page 1

Survey Reading

Survey made by _____ dated September 10, 2024 shows a one (1) story and basement frame building with open porch with pavers underneath and paver patio on the premises and the following:

1. Walkway, stone retaining wall and asphalt driveway extend onto Lincoln Avenue.
2. Wood fence located between 1.5 feet and 2.8 feet east of a portion of the westerly line. Owner may be out of possession of the strip of land lying west of said fence. No title to said strip of land is insured.
3. Wood fence varies with a portion of the northerly line.
4. Sewer Easement area crosses the southerly area of the premises herein and the northerly area of the premises adjacent to the south.

Survey Reading

Survey made by _____ dated September 10, 2024 shows a one (1) story and basement frame building with open porch with pavers underneath and paver patio on the premises and the following:

1. Walkway, stone retaining wall and asphalt driveway extend onto Lincoln Avenue.
2. Wood fence varies with a portion of the northerly line.
3. Sewer Easement area crosses the southerly area of the premises herein and the northerly area of the premises adjacent to the south.



ALTA 28.2-06 ENCROACHMENTS - BOUNDARIES AND EASEMENTS - DESCRIBED IMPROVEMENTS ENDORSEMENT

Attached to and made a part of Policy Number

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means each improvement on the Land or adjoining land at Date of Policy, itemized below:
 - One (1) story and basement frame building with open porch.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B:

NONE

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

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A. Gugliotta Dev., Inc. v First Am. Tit. Ins. Co. of N.Y.
2013 NY Slip Op 08034
Decided on December 4, 2013
Appellate Division, Second Department
Published by <u>New York State Law Reporting Bureau</u> pursuant to Judiciary Law § 431.
This opinion is uncorrected and subject to revision before publication in the Official Reports.

Decided on December 4, 2013

SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION : SECOND JUDICIAL DEPARTMENT
WILLIAM F. MASTRO, J.P.
JOHN M. LEVENTHAL
LEONARD B. AUSTIN
SANDRA L. SGROI, JJ.

2012-10841
(Index No. 18330/10)

[*1]A. Gugliotta Development, Inc., respondent,

v

First American Title Insurance Company of New York, appellant.

Weber Law Group, LLP (Hofheimer Gartlir & Gross, LLP, New York, N.Y. [David L. Birch], of counsel), for appellant.
Michael G. Walsh, Water Mill, N.Y. (Kelly A. Doyle of counsel), for respondent.

DECISION & ORDER

In an action to recover damages for breach of a title insurance policy, the defendant appeals, as limited by its brief, from so much of an order of the Supreme Court, Suffolk County (Molia, J.), dated September 18, 2012, as denied that branch of its motion which was for summary judgment dismissing the complaint.

ORDERED that the order is reversed insofar as appealed from, on the law, with costs, and that branch of the defendant's motion which was for summary judgment dismissing the complaint is granted.

In 2003, the defendant, First American Title Insurance Company of New York (hereinafter First American), issued a policy of title insurance in connection with the plaintiff's purchase of a nine-acre wooded parcel of land in Water Mill, New York. Among other things, the policy contained an exception referencing a survey reading, which, in turn, contained a notation regarding a trail running across the property. In 2009, after a third party withdrew from an agreement with the plaintiff to purchase the subject property, the plaintiff sent First American a notice of claim, asserting that the trail "encroaches over and upon the premises," that the property "cannot be subdivided without preserving the trail," and that the property cannot be conveyed "without removing the trail." First American denied the claim, inter alia, on the ground that the policy excepts the trail from coverage.

The plaintiff subsequently commenced this action to recover damages for breach of the title insurance policy. Among other things, the complaint alleges that the trail is an insured encumbrance or defect on the property because it prevents the property from being subdivided or conveyed.

After discovery, First American moved, inter alia, for summary judgment dismissing the complaint. The plaintiff opposed the motion, arguing that the subject policy, while mentioning the trail, did not specifically and clearly except the rights of third parties or other persons over and [*2]upon the trail. The Supreme Court denied the motion.

"Construction of an unambiguous contract is a matter of law, and the intention of the parties may be gathered from the four corners of the instrument and should be enforced according to its terms" (*Beal Sav. Bank v Sommer*, 8 NY3d 318, 324; *see Vermont Teddy*

Bear Co. v 538 Madison Realty Co., 1 NY3d 470, 475; W.W.W. Assoc. v Giancontieri, 77 NY2d 157, 162).

"[A] policy of title insurance is a contract by which the title insurer agrees to indemnify its insured for loss occasioned by a defect in title" (L. Smirlock Realty Corp. v Title Guar. Co., 52 NY2d 179, 188; see Appleby v Chicago Tit. Ins. Co., 80 AD3d 546, 549). "A policy of title insurance insures against loss by reason of defective titles and encumbrances and insur[es] the correctness of searches for all instruments, liens or charges affecting the title to such property" (Citibank v Commonwealth Land Tit. Ins. Co., 228 AD2d 635, 636, quoting Insurance Law § 1113[a][18]). Since the title insurer's liability to its insured is based, in essence, on contract law, that liability is governed and limited by the agreements, terms, conditions, and provisions contained in the title insurance policy (see Property Hackers, LLC v Stewart Tit. Ins. Co., 96 AD3d 818, 819; Citibank v Commonwealth Land Tit. Ins. Co., 228 AD2d at 637). In general, a title insurer " will be liable for hidden defects and all matters affecting title within the policy coverage and not excluded or specifically excepted from said coverage" (Citibank v Commonwealth Land Tit. Ins. Co., 228 AD2d at 637, quoting 5A Warren's Weed, New York Real Property, Title Insurance, § 1.03[6] [4th ed], at 15).

"An exclusion from coverage must be specific and clear in order to be enforced,' and an ambiguity in an exclusionary clause must be construed most strongly against the insurer" (Guachichulca v Laszlo N. Tauber & Assoc., LLC, 37 AD3d 760, 761 [citation omitted], quoting Seaboard Sur. Co. v Gillette Co., 64 NY2d 304, 311; see Ace Wire & Cable Co. v Aetna Cas. & Sur. Co., 60 NY2d 390, 398; Howard & Norman Baker, Ltd. v American Safety Cas. Ins. Co., 75 AD3d 533, 534; Bassuk Bros. v Utica First Ins. Co., 1 AD3d 470, 471).

Here, First American established its prima facie entitlement to judgment as a matter of law by submitting, inter alia, the title insurance policy, which specifically excepted the trail from coverage. In opposition, the plaintiff failed to raise a triable issue of fact as to whether the language of the policy is "susceptible of two reasonable interpretations" and, therefore, ambiguous (State of New York v Home Indem. Co., 66 NY2d 669, 671; see MDW Enters. v CNA Ins. Co., 4 AD3d 338, 340-341; see generally Alvarez v Prospect Hosp., 68 NY2d 320, 324). Contrary to the plaintiff's contention, while the relevant provisions of the policy could have theoretically been more precise by specifying the

rights of third parties which may arise from the trail, such lack of specificity does not render the policy provisions ambiguous (*see Greenfield v Philles Records, Inc.*, 98 NY2d 562, 573; *Henrich v Phazar Antenna Corp.*, 33 AD3d 864, 867; *see also Kasowitz, Benson, Torres & Friedman, LLP v Duane Reade*, 98 AD3d 403, 406; *RM Realty Holdings Corp. v Moore*, 64 AD3d 434, 438). Moreover, "extrinsic and parol evidence is not admissible to create an ambiguity in a written agreement which is complete and clear and unambiguous upon its face" (*W.W.W. Assoc. v Giancontieri*, 77 NY2d at 163 [internal quotation marks omitted]).

Accordingly, the Supreme Court should have granted that branch of First American's motion which was for summary judgment dismissing the complaint.

MASTRO, J.P., LEVENTHAL, AUSTIN and SGROI, JJ., concur.

ENTER:

Aprilanne Agostino

Clerk of the Court

[Return to Decision List](#)

BLANK TITLE INSURANCE COMPANY

TIRSA 3 ZONING ENDORSEMENT

Attached to and made a part of policy number: _____

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone _____;
 - b. The following use or uses are not allowed under that classification:
2. There shall be no liability under this endorsement based on
 - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
 - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
 - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the _____ day of _____, 20__.

Dated: _____

BLANK TITLE INSURANCE COMPANY

BY: _____



DataTrace®

T. 516.663.0600 F. 657.205.3795 E. All.NY.Customer.Service@datatracetitle.com

Zoning Report

TITLE #: N

DATE: 9/9/2024

PREPARED FOR:

ORDER ID:

PREMISES:

615 MAIN STREET, WESTBURY

State: NY **County:** NASSAU **Town:** NORTH HEMPSTEAD **Unincorp:** WESTBURY

Section: 11 **Block:** 178 **Lot:** 43 **Lot Group:** 43-46

A search of the records conducted by the Zoning Department indicates the following:
The above captioned premises has a **INDUSTRIAL B** zoning classification.

Please see attached.

SEARCH INFORMATION SEARCH INFORMATION SEARCH INFORMATION SEARCH INFORMATION

Chapter 70. Zoning

Article XX. Industrial B District

§ 70-185. Application of provisions.

The provisions of this Article shall apply in an Industrial B District.

§ 70-186. Permitted and prohibited uses.

[Amended 6-13-1983 by L.L. No. 6-1983; 12-3-1985 by L.L. No. 12-1985]

A building may be erected, altered or used and a lot or premises may be used for any lawful purposes except those listed in this section which are hereby prohibited:

Abattoir

Acetylene manufacture

Acid manufacture

Albumin powder manufacture, or storage in quantities exceeding 20 pounds

Ammonia, bleaching powder or chlorine manufacture

Amusement arcade except as authorized in § 70-189C

[Amended 5-29-2012 by L.L. No. 8-2012]

Arsenal

Asphalt manufacture, refining, mixing or treating

Assaying other than gold or silver

Auto or metal shredder

"Big-box commercial use" as defined in § 70-140B

[Added 9-27-2005 by L.L. No. 7-2005]

Blast furnace

Boiler works

Candle manufacture

Celluloid or plastic manufacture

Circuses, exhibition or display tents

Coke manufacture

Composting

[Added 3-19-2019 by L.L. No. 6-2019]

Crematory, other than a crematory in a cemetery

Creosote treatment or manufacture

Dextrin, glucose or starch manufacture

Disinfectant, insecticide or poison manufacture

Distillation of coal, petroleum, refuse, grain, wood or bone, except in the manufacture of gas
Dyestuff manufacture
Emery cloth and sandpaper manufacture
Fat, grease, lard or tallow manufacture, rendering or refining
Fertilizer manufacture
Fireworks manufacture or storage
Fish smoking and curing^[1]
Gelatin, glue or size manufacture, which includes products from fish, animal refuse or offal
Grain drying or food manufacture from refuse, mash or grain
Hazardous waste dump
Incineration, reduction, storage or dumping of slaughterhouse refuse, rancid fats, garbage, dead animals or offal
Incinerator of any kind or type
Iron, steel, brass or copper foundry
Junkyards
Lampblack manufacture, animal black or bone black
Lime, cement or plaster of paris manufacture
Linoleum or oilcloth manufacture
Manufacture, fabrication or assembly of structural steel or iron products
Match manufacture
Oiled or rubber goods manufacture
Open-air, drive-in or automobile theater
Paint, oil, shellac, turpentine or varnish manufacture
Potash works
Power forging, riveting, hammering, punching, cutting, chipping, grinding, drawing or tumbling of iron, steel, brass, copper or other metals
Printing and other ink manufacture
Proxyline or other plastic manufacture
Raw hides or skins, storage, cleaning, curing or tanning
Rubber, synthetic rubber, caoutchouc or gutta percha manufacture or treatment
Sauerkraut or pickle manufacture
Shoe blacking or stove polish manufacture
Smelting
Soap manufacture
Soda and compound manufacture
Steel furnaces, blooming or rolling mill
Stockyards
Stone or material crushing, unless as authorized as a concrete recycling operation by § 70-188B.
[Amended 8-9-2016 by L.L. No. 6-2016]
Structural steel or pipe works
Sugar refining
Tar distillation or manufacture
Tar roofing and waterproofing manufacture
Transfer stations, and/or any garbage or dump use
[Amended 7-9-1991 by L.L. No. 10-1991]

Vinegar manufacture

Woolpulling or scouring

Yard waste acceptance and processing, except when in accordance with § 70-188

[Added 3-19-2019 by L.L. No. 6-2019]

Yeast plant

Use for other than business or industrial purposes

Any other trade that is noxious or offensive by reason of the emission of odor, dust, smoke, gas or noise.

[1] *Editor's Note: Former entry "Garbage transfer stations," which immediately followed this entry, now appears as "Transfer stations" below, as amended by 7-9-1991 by L.L. No. 10-1991.*

§ 70-187. Conditional uses.

[Amended 9-13-1983 by L.L. No. 6-1983; 12-3-1985 by L.L. No. 12-1985; 5-19-1998 by L.L. No. 10-1998; 1-24-2006 by L.L. No. 2-2006; 10-3-2006 by L.L. No. 14-2006; 1-24-2012 by L.L. No. 2-2012; 5-29-2012 by L.L. No. 8-2012; 8-9-2016 by L.L. No. 7-2016; 3-18-2021 by L.L. No. 3-2021]

A building may be erected, altered or used and a lot or premises may be used for any of the purposes set forth in the following sections only when authorized by the Board of Zoning and Appeals pursuant to the provisions of Article XXIV and the requirements of § 70-189.2.

- A. Bag-cleaning establishment.
- B. Brick, pottery, tile, concrete block or terra-cotta manufacture, transit mix hopper or hopper for the storage and/or manufacture of sand, stone, cement or gravel or other materials used for the processing or manufacture of concrete mix.
- C. Burlap manufacture.
- D. Carpet-cleaning establishment.
- E. Dismantling of motor vehicles, storage and sale of used parts, only when carried on within an enclosed building.
- F. Dry-cleaning establishment conforming to the requirements of § 70-203R.
- G. Paper and pulp manufacture.
- H. Perfume and extract manufacture.
- I. Plating works.
- J. Sausage manufacture.
- K. Storage or baling of scrap paper, iron, bottles, rags or junk, only when carried on within an enclosed building.
- L. Tobacco manufacture or treatment.
- M. ~~Central station power plant.~~
- N. Gas; illuminating or heating, manufacture or storage, in excess of 10,000 cubic feet.
- O. Accessory building on the same lot with and customarily incidental to any of the above permitted uses in accordance with a plot plan approved by the Board of Zoning and Appeals.
- P. Food service.
- Q. Temporary care facility, as defined in § 70-231. Such facilities:
 - (1) May not be located within 500 feet of any residence district;

- (2) Must have qualified staff on premises 24 hours daily;
- (3) Shall provide on-site dining services;
- (4) May not house any individual for more than a twenty-four-month period; and
- (5) May not exceed a density of 72 beds/acre.

R. Indoor smoking establishment, as defined in §70-231, conforming to the following:

- (1) No such establishment shall be permitted within a radius of 500 feet of any area zoned for residential use nor within 1,000 feet of the lot line of any premises used for a school, church or other place of religious worship, park, playground or playing field, library, hospital or similar public or semipublic place of general congregation, or non-degree-granting instruction/programs, including tutoring centers, self-defense, dance, swimming, gymnastics and other sports.
- (2) No more than one indoor smoking establishment shall be located on any lot.

§ 70-188. Additional conditional uses.

A building may be erected, altered or used and a lot or premises may be used for any of the purposes set forth in the following section when authorized by the Town Board:

- A. Storage or sale of petroleum or other inflammable liquids; bulk storage of inflammable liquids.^[1]
 - [1] *Editor's Note: Former Subsection B, regarding drive-through facilities, added 1-24-2006 by L.L. No. 2-2006, which immediately followed this subsection, was repealed 10-3-2006 by L.L. No. 14-2006.*
- B. Concrete recycling operation conforming to the provisions of § 70-189.2 and the following: [Added 8-9-2016 by L.L. No. 6-2016; amended 3-18-2021 by L.L. No. 3-2021]
 - (1) The minimum plot area shall be no less than 30,000 square feet.
 - (2) All crushing operations shall be conducted within an enclosed building.
 - (3) Air quality, street cleaning and dust control measures shall comply with the following:
 - (a) Any stockpiled material capable of passing a No. 10 sieve must be in a building or enclosure and may not be stored outdoors;
 - (b) Storage piles and emissions from processing machinery shall be abated by water sprayers or other approved abatement method daily if contained indoors, twice daily if contained outdoors or more frequently when wind speeds are in excess of 20 miles per hour. All water or other substance generated from such abatement is required to remain on site;
 - (c) Outgoing trucks shall be washed prior to leaving the property of a crushing operation;
 - (d) No such facility shall be permitted to emit from any source an emission equal to or greater than 20% opacity as measured by an opacity-sensing device;
 - (e) The property shall be swept and cleaned daily, or more often if necessary, to prevent visible dust from leaving the property;
 - (f) All trucks transporting concrete and recycled concrete to and from the site are to be covered;
 - (g) All visible dirt tracked out of the property onto public roads shall be removed at least once daily employing methods to control fugitive dust. No material or discharge shall be deposited or caused to be deposited into the municipal separate storm sewer system (MS4) except as authorized under Chapter 47B of the Town Code;

- (h) All stormwater and water used for abating stockpiles and machine emissions is required to be retained on site and directed toward drainage infrastructure. Drainage infrastructure must be appropriately sized to handle the retention of five inches of rainfall, as well as the anticipated volume of water used for abatement;
 - (i) Idling times shall be minimized either by shutting off equipment when not in use or reducing the maximum idling time to five minutes; and
 - (j) In the event diesel generators/equipment are to be used within a building, the facility must be in compliance with the latest version of the New York State Uniform Fire Prevention and Building Code.
- (4) All concrete that is accepted for crushing shall meet the requirements of the NYSDEC definition of "uncontaminated," which is defined in 6 NYCRR 360 as construction and demolition debris that is not mixed or commingled with other solid waste at the point of generation, processing or disposal, and that is not contaminated with spills of a petroleum product, hazardous waste or industrial waste. Contamination from spills of a petroleum product does not include asphalt or concrete pavement that has come into contact with petroleum products through normal vehicle use of the roadway.
- (5) Crushing activities may only commence between the hours of 8:00 a.m. and 6:30 p.m. on weekdays, and 9:00 a.m. and 5:00 p.m. on Saturdays.
- (6) No building used for the housing of such use may exceed 50 feet in height.
- (7) Parking, truck queuing and on-site circulation shall conform to the following:
- (a) Off-street parking shall be provided at one stall per 800 square feet of building area;
 - (b) Truck queuing areas shall be provided for a minimum of three trucks; and
 - (c) Truck circulation plans depicting the necessary turning radii and clearances shall be submitted.
- (8) In addition to the above, compliance with § 70-189.2 shall be required.
- C. Yard waste acceptance and processing facility conforming to the provisions of § 70- 189.2 and the following:
[Added 3-19-2019 by L.L. No. 6-2019; amended 3-18-2021 by L.L. No. 3-2021]
- (1) No person or public agency other than the Town of North Hempstead Solid Waste Management Authority may conduct, operate or use any Piece or parcel of land within the Town of North Hempstead as a yard waste acceptance and processing facility without having first obtained a permit approved by the Town Board as described in § 70-225 of the Town Code and an authority transfer station license as described in § 46-4, along with any other permit required by law. Only those persons and entities possessing a license pursuant to Chapter 38A of the Town Code are permitted to dispose of yard wastes at a yard waste acceptance and processing facility.
- (2) A parcel used as a yard waste acceptance and processing facility shall conform to the following:
- (a) The minimum plot area shall be no less than 120,000 square feet; and
 - (b) The property must be no less than 100 feet from a residential district or use; and
 - (c) The property may not be within 1/2 mile of any surface water body, man-made or natural, or DEC-designated wetland; and
 - (d) Opaque fencing of 10 feet in height shall surround the perimeter of the yard waste acceptance and processing facility; and

- (e) The lot and on-site buildings shall be kept free of vectors, including, but not limited to, rodents, insects and other pests, and of any condition conducive to vectors. Written confirmation of engagement of a New York State certified exterminator at least quarterly and upon complaint shall be available at all times.
- (3) All activities involving loading or unloading trucks, grinding and/or chipping of wood and/or trees processing, and/or sorting of materials must be within a structure.
- (a) All indoor waste, tipping, sorting, processing, loading, and storage areas shall include fire detection and suppression in accordance with the most recent version of the New York State Uniform Fire Prevention and Building Code.
 - (b) The enclosure shall be thoroughly cleaned, swept, washed and deodorized within three hours at the end of each business day.
 - (c) All waste received at the yard waste acceptance and processing facility must be removed on the same day by 11:59 p.m.
 - (d) Ventilation shall be provided, capable of automatically neutralizing odors through the exhaust system as air is ventilated from the enclosed building. Perfuming agents are not permissible.
- (4) Air quality and dust control measures must be undertaken, including:
- (a) Odors shall be controlled by the use of Industrial odor-neutralizing spray misters installed at the property boundary of the yard waste acceptance and processing facility. The specific type of odor-neutralizing agent to be used must be identified to the Town Board at the time a permit is applied for pursuant to this section. Perfuming agents are not permissible; and
 - (b) All on-site drainage systems impacted by a yard waste acceptance and processing facility are to be kept clear of debris, and treated every three months with odor-neutralizing and bacteria-inhibiting solution; and
 - (c) All visible dirt tracked out of the yard waste acceptance and processing facility onto public roads shall be fully removed at least once per day, using wet power vacuum street sweepers or a power street sweeper. In the event that a power street sweeper is used, without a wet wash technology incorporated into its functionality, then the supplemental use of a power washer shall be required as well, to ensure the proper flushing of the roadway and right of ways; and
 - (d) Stockpiles of materials that create airborne fugitive dust shall be abated by water sprayers or other approved abatement method. All water or other substance generated from such abatement is required to remain on site.
- (5) Wastes to be received at a yard waste acceptance and processing facility shall be subject to the following:
- (a) A yard waste acceptance and processing facility may only accept yard waste as defined in § 70-231.
 - (b) Information regarding the disposal method of materials other than yard wastes found in wastes brought to the yard waste acceptance and processing facility must be provided, including method of transport and identities of receiving facilities.
 - (c) No hazardous wastes may be accepted at a yard waste acceptance and processing facility.
 - (d) No food wastes may be accepted by a yard waste acceptance and processing facility.
- (6) Composting or anaerobic digestion are not permitted at a yard waste acceptance and processing facility.

- (7) Delivery of yard wastes at a yard waste acceptance and processing facility may only occur between the hours of 6:00 a.m. and 7:00 p.m. during weekdays, 8:00 a.m. to 4:00 p.m. on weekends.
- (8) A truck queuing and on-site circulation plan shall be submitted with the special use application conforming to the following:
 - (a) Truck queuing areas shall be provided for a minimum of 20 landscaping trucks;
 - (b) The plan must show the ability of the site to handle the largest truck anticipated for the purposes of delivery or pickup of materials; and
 - (c) The circulation plan must demonstrate the site can accommodate emergency vehicles of any size and must show that the vehicles are able to access all portions of the property.
- (9) Truck routing plans are required to be submitted for the Town Board's consideration conforming to the following:
 - (a) A truck routing plan must show legal truck routes to and from a yard waste acceptance and processing facility and the nearest thoroughfare able to accommodate commercial vehicles; and
 - (b) The proposed truck routes must limit traffic through residential neighborhoods to the greatest extent practicable.
 - (c) A yard waste acceptance and processing facility must inform drivers who use the facility about the legal truck routing plan. The Town will not hold a yard waste acceptance and processing facility responsible for the actions of drivers who do not follow the legal truck routing plan unless the driver is employed by that same yard waste acceptance and processing facility.
- (10) In addition to the above, compliance with § 70-189.2 shall be required.

§ 70-189. Accessory uses.

- A. Accessory uses on the same lot with and customarily incidental to any permitted use will be allowed, except for accessory drive-through facilities, which shall be subject to the provisions of § 70-203T, and for below-grade parking structures, which shall be subject to the provisions of § 70-203U.
[Amended 1-24-2006 by L.L. No. 2-2006; 10-3-2006 by L.L. No. 14-2006]
- B. Signs, as permitted by the provisions of Article XXI.
- C. The operation of amusement devices in conjunction with a permitted commercial recreational use. Amusement devices may only be operated in accordance with the following conditions:
[Added 5-29-2012 by L.L. No. 8-2012]
 - (1) No amusement device shall be located outside of a building.
 - (2) Amusement devices shall be located in a separate room or area than the principal recreational use and may not occupy more than 15% of the gross floor area of the building or part thereof occupied by the principal recreational use (in the case of a multiple-use or multitenant building).
 - (3) Amusement devices shall only be available for use by patrons of the principal recreational use and may only be operated during the hours for which the principal recreational use is open for business.
 - (4) There shall be no separate entrance from the outside or separate admission fee for the amusement area. This restriction does not prohibit the provision of emergency exits where

required.

- (5) No amusement device shall be located in any premises within 500 feet of any public, private or parochial school.

§ 70-189.1. Parking requirements.

[Added 3-25-1986 by L.L. No. 3-1986; amended 8-9-2016 by L.L. No. 6-2016]

Parking shall be provided in accordance with the requirements set forth in § 70-103, except as provided in § 70-188B(7).

§ 70-189.2. Performance standards.

[Added 3-18-2021 by L.L. No. 3-2021]

No land, building or use may be used or occupied in any manner so as to create a dangerous, injurious, noxious or otherwise objectionable fire, explosive, radioactive or other hazardous condition; noise or vibration; smoke, dust, odor or other form of air pollution; electrical or other disturbances; glare or heat; liquid or solid refuse or wastes; conditions conducive to the breeding of rodents or insects; or other dangerous or objectionable elements in an amount or manner as to adversely affect the surrounding area. Any use of land permitted under this article may be undertaken and maintained if it conforms to all district regulations, including the regulations of this section referred to herein as "performance standards." All uses of land in an Industrial B District shall operate in conformance with the limitations set forth in each subsection below:

- A. **Vibration.** Uses shall not create continuous or intermittent vibrations, either earthborn or airborne, which become a nuisance or hazard beyond property lines. Such vibration shall be considered a hazard when a person is aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. This shall not apply to construction activities performed in compliance with all applicable federal, state and local laws and ordinances and which have been approved by the Department of Buildings.
- B. **Noise.** Except where otherwise specified in this chapter, and not applicable to construction activities performed in compliance with all applicable federal, state and local laws and ordinances and which have been approved by the Department of Buildings, nor applicable in the case of intermittent noise generated by safety devices and alarms, all noise shall be muffled so as not to be objectionable, and shall comply with the following:
 - (1) Sound attenuation walls are required to prevent noise levels from exceeding 70 decibels beyond property lines.
 - (2) When located within 200 feet of a residential district or use, sound attenuation walls are required to prevent noise levels from exceeding 70 decibels beyond property lines and no more than 60 decibels at the boundary of the nearest residential use or district.
- C. **Air pollution, smoke, dust, fumes, particulate matter, threshold values.** There shall not be discharged into the atmosphere from any source of emission whatsoever any air contaminant, combustion contaminant or particulate matter (excluding condense steam) in violation of the standards and limitations of the applicable regulations of the State of New York, Nassau County, or Town of North Hempstead.
 - (1) Any stockpiled material capable of passing a No. 10 sieve must be in a building or enclosure and may not be stored outdoors;
 - (2) Storage piles and emissions from machinery shall be abated by water sprayers or other approved abatement method. All water or other substance generated from such abatement is required to remain on site. Abatement shall take place daily if contained indoors, twice daily if contained outdoors or more frequent when wind speeds are in excess of 20 miles per hour;

- (3) No facility shall be permitted to emit from any source an emission equal to or greater than 20% opacity as measured by an opacity sensing device;
 - (4) All trucks transporting materials to and from a site are to be covered;
 - (5) All properties shall be swept and cleaned daily or more often, if necessary, to prevent visible dust from leaving the property;
 - (6) Outgoing trucks shall be washed prior to leaving a property where there is a likelihood the trucks may have picked up dirt and/or dust while on site;
 - (7) All visible dirt tracked out of the property onto public roads shall be removed at least once daily, employing methods to control fugitive dust. No material or discharge shall be deposited or caused to be deposited into the municipal separate storm sewer system (MS4) except as authorized under Chapter 47B of the Town Code;
 - (8) All stormwater and water used for abating stockpiles and machine emissions is required to be retained on site and directed toward drainage infrastructure. Drainage infrastructure must be appropriately sized to handle the retention of five inches of rainfall, as well as the anticipated volume of water used for abatement;
 - (9) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes; and
 - (10) In the event diesel generators/equipment are to be used within a building, the facility must be in compliance with the latest version of the New York State Uniform Fire Prevention and Building Code.
- D. Odors and gas. No odor shall be discharged or permitted to escape into the atmosphere that is offensive to the public or which endangers public comfort, repose, health or safety, or violates the standards and limitations of the applicable regulations of the State of New York, Town of North Hempstead and Nassau County. Odors shall be controlled by the use of industrial, nontoxic, odor-neutralizing spray misters installed at the property boundaries. No gas shall be emitted which is deleterious to public health, safety or general welfare, including but not limited to sulfur dioxide, hydrogen sulfide, fluorine, nitrous fumes, and carbon monoxide.
- E. Electromagnetic radiation.
- (1) It shall be unlawful to operate any equipment which as a source of electromagnetic radiation does not comply with the pertinent current rules and regulations of the Federal Communications Commission, or any pertinent laws or ordinances of the State of New York and the County of Nassau.
 - (2) If, in the opinion of the Building Official of the Town of North Hempstead, any equipment is believed to be a potential hazard or nuisance due to electromagnetic radiation, then such equipment shall not be operated without their approval, unless certification is presented to the Building Commissioner indicating that no hazard or nuisance does, in effect, exist as a result of the operation of said equipment.
 - (3) All certifications regarding electromagnetic radiation shall indicate the measurements and the interpretation of the field strengths. Certifications shall be made by a professional engineer skilled in this field. The Town shall require such engineer to furnish proof of their qualifications.
- F. Fire and explosion. All activities and all storage of flammable and explosive materials shall be provided with adequate safety and firefighting devices in accordance with the most recent Uniform Fire Prevention Code, Building Code of the Town of North Hempstead and the Nassau County Fire Marshal's ordinance. Storage of such materials shall require all permits necessary from the State of New York, Nassau County, and Town of North Hempstead.
- G. Radioactive materials. The handling of radioactive materials, the discharge of such materials into air and water, and the disposal of radioactive wastes shall be in conformance with the regulations of

the Atomic Energy Commission as set forth in Title 10, Chapter One, Part 20, Standards for Protection Against Radiation, as amended, and all applicable regulations of the State of New York, Nassau County, and Town of North Hempstead.

- H. Glare and heat. Any operation producing intense glare or heat shall be performed within an enclosure so as to completely obscure and shield such operation from direct view from any point along the property lines, except during the period of construction of facilities to be used and occupied, provided such construction is done in accordance with all applicable federal, state and local laws and ordinances and has been approved by the Department of Buildings. All lighting on the exterior of buildings and within parking lots or outdoor storage areas shall be shielded so as not to allow light to trespass onto neighboring properties or light from shining upward.
- I. Nonradioactive liquid or solid wastes. No industrial sewage or wastes shall be discharged into sewers that will cause a chemical reaction, either directly or indirectly, with the materials of such pipe or other structure to impair the strength and durability of sewer structures; cause mechanical action that will destroy or damage sewer structures; cause restriction of the hydraulic capacity of sewer structures; cause limitation of the effectiveness of the sewage treatment process; cause danger to public health and safety or cause obnoxious conditions. Sewage wastes shall conform to the following:
- (1) All sewage disposal shall be in accordance with the applicable regulations of the State of New York, Nassau County, and Town of North Hempstead. In addition, all permits shall be required from the applicable water pollution control district.
 - (2) The acidity or alkalinity shall be neutralized within an average pH range between five and 7 1/2 as a daily average on a volumetric basis.
 - (3) Wastes shall contain no cyanides; no chlorinated solvents in excess of 0.1 ppm; no fluorides in excess of 10 ppm; no more than five ppm of hydrogen sulfide; and shall contain no more than 10 ppm of chromates.
 - (4) Wastes shall not contain any insoluble substance in excess of 1,000 ppm; exceed a daily average of 500 ppm; fail to pass a No. 8 sieve; or have a dimension greater than 1/2 inch.
 - (5) Wastes shall not have a chlorine demand greater than 15 ppm.
 - (6) Wastes shall not contain phenols in excess of 0.05 ppm.
- J. All properties and buildings shall be kept free of vectors, including, but not limited to, rodents, insects and other pests, and any condition conducive to vectors.
- K. Compliance with performance standards.
- (1) All uses in the Industrial B Zoning District, including existing uses, shall comply with the performance standards described in this section.
 - (2) An application for a building permit, certificate of completion, certificate of occupancy or certificate of existing use for a use subject to the performance standards in this section shall include a plan of the proposed construction and a description of the proposed machinery, operations and products and specifications for the mechanisms and techniques to be used in restricting the emission of any dangerous and objectionable elements listed under § 70-189.2. The applicant shall also file with such plans and specifications an affidavit acknowledging their understanding of the applicable performance standards and stating their agreement to conform to the same at all times. No applicant will be required to reveal any secret processes. Upon the satisfactory filing of the required plans, specifications and affidavit, and upon demonstrating compliance with all applicable codes, the Building Commissioner shall proceed to issue a building permit and certificate of occupancy in accordance with the procedures set forth in Chapter 2 of the Town Code.
 - (3) The Building Commissioner may require a report by one or more expert consultants retained by the applicant and approved by the Building Commissioner to advise as to whether the

proposed use will conform to the applicable performance standards. The consultant shall report to the Building Department within 20 days of said request, and a copy of their report shall be promptly furnished to the applicant. Approval of time extensions may be allowed by mutual agreement between the Building Commissioner and the applicant.

- (4) The standards in this section may be modified by the Board of Zoning and Appeals where: a) modification is necessary for the commercial viability of the use; or b) where there is a specific federal or state standard with which the use is in compliance and compliance with the standards in this section is impracticable or otherwise inappropriate under the circumstances. In either instance, it must be shown that the variance request will not adversely affect neighboring land uses.

L. Elimination of nonconformities.

- (1) Except as provided for herein, each of the nonconforming features of the uses or activities specified in this section may be continued after the effective date of this section for an amortization period up to and including April 1, 2022, provided that after the expiration of such period of amortization, such nonconforming features shall then be terminated.
- (2) As of April 1, 2022, all existing uses, buildings and other structures shall comply with the applicable performance standards hereinabove set forth; provided, however, that if the Building Commissioner finds that, because of the nature of the corrective action required, compliance by April 1, 2022, is inappropriate, the Building Commissioner may, for good cause shown, grant not more than one extension for a period of not more than six months. An application to the Building Commissioner seeking an extension of time under this subsection shall be made at least three months prior to April 1, 2022.
- (3) Within 60 days after the effective date of this section, the Building Department shall issue a notice to all properties within the Industrial B Zoning District. The notice shall indicate that if compliance cannot be achieved by April 1, 2022, then, not later than January 1, 2022, the applicant must either:
 - (a) Submit a request for an extension of time to the Building Commissioner as set forth in this section; or
 - (b) File a building permit application and request the issuance of a notice of disapproval from the Building Department, and file an application with the Board of Zoning and Appeals for a variance from the applicable performance standards in this section.
- (4) Notwithstanding the above, nothing in this subsection shall be construed to authorize any use or activity that is otherwise in conflict or violates any applicable code, law or regulation of the State of New York, County of Nassau or Town of North Hempstead.

§ 70-190. Height

[Amended 2-15-1985 by L.L. No. 2-1985; 8-9-2016 by L.L. No. 6-2016]
No building shall exceed 40 feet in height, except as permitted in § 70-188B(6).

§ 70-191. Lot coverage.

[Amended 12-14-1999 by L.L. No. 14-1999; 8-9-2016 by L.L. No. 6-2016]
The lot coverage shall not exceed 80% of the lot area. The minimum lot area shall be 10,000 square feet, except where 30,000 square feet is required under § 70-188B(1).

§ 70-192. Yard requirements.

[Amended 4-28-1987 by L.L. No. 10-1987]

- A. There shall be a minimum front yard setback of 10 feet, except where a building has vehicular entrance doors facing a street, in which case, such entrance doors shall be set back a distance of at least 18 feet from the street line, and an open, unoccupied space shall be maintained between said doors and the street line. This provision shall likewise apply to front yard setbacks from both street fronts on a corner lot.
- B. There shall be a rear yard of not less than 20 feet.
- C. The minimum distance between a building and the nearest residence district shall be 25 feet.
- D. Other than access driveways and except as provided in § 70-192C, no side yards shall be required.

§ 70-193. Loading and unloading areas.

Provision shall be made on the premises for off-street loading and unloading in a location that will not interfere with accessory parking and means of ingress and egress thereto, and said areas shall be surfaced in the same manner as the parking areas. All open areas used for the storage of equipment or materials shall be at the rear of the premises and shall not encroach upon the off-street parking or loading areas as required in this section and in Article XII. There shall be no abandonment of any article upon the premises.

§ 70-194. Fences.

[Amended 5-21-1996 by L.L. No. 8-1996]
Fences shall not exceed seven feet in height.

§ 70-195. Sewage disposal.

All buildings used for manufacturing purposes not connected with a municipal sewerage system shall be equipped with an independent sewerage system and disposal facilities approved by the Nassau County Department of Health and/or Town of North Hempstead Building Department.



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ZONING SEARCH

COMPANY:
TITLE #: **ZONING SEARCH TEST**
PREMISES:
BLOCK: **3031** LOT: **12**

DATE: **9/17/2024**
COUNTY: **KINGS**
SJC REF: **109302024**

THE ABOVE PREMISES IS CLASSIFIED AS BEING IN A **R6B** ZONING DISTRICT.

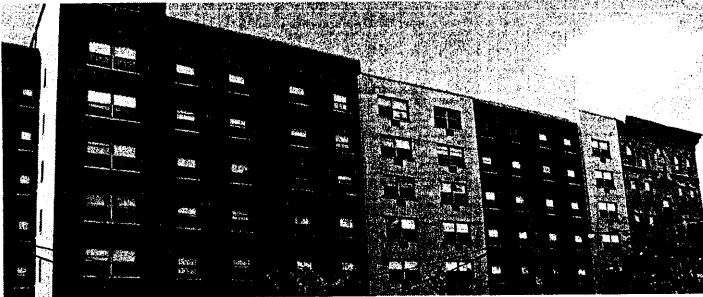
THIS CLASSIFICATION IS DESCRIBED AS: **RESIDENTIAL DISTRICT**

PLEASE SEE THE ATTACHED FOR A MORE DETAILED DESCRIPTION.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION

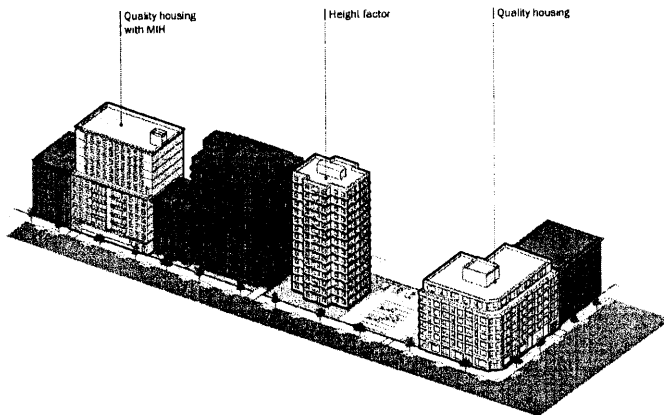
S.J. CARROLL JR., INC. DOES HEREBY STATE THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACURATE ABSTRACT OF THE INFORMATION CONTAINED THEREIN. THIS REPORT IS FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCY. THE LIABILITY UNDER THIS SEARCH SHALL NOT EXCEED \$1,000.00 AND SHALL BE CONFINED TO THE APPLICANT FOR WHOM THE SEARCH WAS MADE. THIS SEARCH DOES NOT INCLUDE FILINGS IN AREAS OTHER THAN THE MICROFICHE OR INDEX OF THE UNITED STATES BANKRUPTCY CLERK'S OFFICE.

Residence Districts: R6 - R6A - R6B



R6

R6 zoning districts are widely mapped in built-up, medium-density areas in Brooklyn, Queens and the Bronx. The character of R6 districts can range from neighborhoods with a diverse mix of building types and heights to large-scale “tower in the park” developments such as Ravenswood in Queens and Homecrest in Brooklyn. Developers can choose between two sets of bulk regulations. Standard height factor regulations, introduced in 1961, produce small multi-family buildings on small zoning lots and, on larger lots, tall buildings that are set back from the street. Optional Quality Housing regulations produce high lot coverage buildings within height limits that often reflect the scale of older, pre-1961 apartment buildings in the neighborhood.



R6 Regulations

Height Factor Regulations

Buildings developed pursuant to height factor regulations are often tall buildings set back from the street and surrounded by open space and on-site parking. The floor area ratio (FAR) in R6 districts ranges from 0.78 (for a single-story building) to 2.43 at a typical height of 13 stories; the open space ratio (OSR) ranges from 27.5 to 37.5. Generally, the more open space, the taller the building. In the diagram, for example, 81% of the zoning lot with the 13-story building is required to be open space ($2.43 \text{ FAR} \times 33.5 \text{ OSR}$). Thus, the maximum floor area ratio is achievable only where the zoning lot is large enough to accommodate a practical building footprint as well as the required amount of

open space. There are no height limits for height factor buildings although they must be set within a sky exposure plane which begins at a height of 60 feet above the street line and then slopes inward over the zoning lot.

Off-street parking is generally required for 70 percent of a building's dwelling units, but requirements are lower for income-restricted housing units (IRHU) and are further modified in certain areas, such as within the Transit Zone and the Manhattan Core, or for lots less than 10,000 square feet. Parking can be waived if five or fewer spaces are required.

		Medium-Density Non-Contextual Residence District					
R6		FAR	Open Space Ratio	Sky Exposure Plane	DU Factor	Required Parking	
		max.	range			Basic	IRHU
Height Factor	Basic	0.78-2.43	27.50-37.50	Starts at 60 ft	680	70% of DU	25% of IRHU

Quality Housing Regulations



Brooklyn Heights, Brooklyn

The optional Quality Housing regulations produce high lot coverage buildings set at or near the street line. Height limitations ensure that these buildings are often more compatible with older buildings in the neighborhood. As an incentive for developers to choose the Quality Housing option outside the Manhattan Core, greater floor area ratio, and therefore, more apartments, is permitted for buildings on or within 100 feet of a wide street than would be permitted

under height factor regulations. The FAR is 3.0; the maximum base height before setback is 65 feet with a maximum building height of 75 with a qualifying ground floor (70 feet without). On a narrow street (beyond 100 feet of a wide street), the maximum FAR is 2.2; the maximum base height before setback is 45 feet with a maximum building height of 55 feet. The area between a building's street wall and the street line must be planted and the buildings must have interior amenities for the residents pursuant to the Quality Housing Program.

Higher maximum FAR and heights are available for buildings participating in the Inclusionary Housing Program or that provide certain senior facilities.

Off-street parking is generally required for 50 percent of a building's dwelling units, but requirements are lower for income-restricted housing units (IRHU) and are further modified in certain areas, such as within the Transit Zone and the Manhattan Core, or for lots less than 10,000 square feet. Parking can be waived if five or fewer spaces are required.

Medium-Density Non-Contextual Residence District

R6 QH	Lot Area	Lot Width	Rear Yard	Lot Coverage		FAR	Base Height	Building Height	# of Stories	DU Factor	Required Parking	
				Corner	Other Lot						Basic	IRHU
	min.	min.	min.	max.	max.	min.-max.	max. (w/OGF)	max. (w/OGF)			min.	min.
Basic	Narrow Street			60%	2.20	30-45 ft	55 ft	n/a				
	Wide Street	1,700 sq ft	18 ft	30 ft	100%	65%	3.00	40-65 ft	70 (75) ft	n/a (7)	680	50% of DU
Inclusionary	Narrow Street			60%	2.42	40-65 ft	115 ft	11				
	Wide Street			60%	3.60	40-65 ft	115 ft	11				

R6A



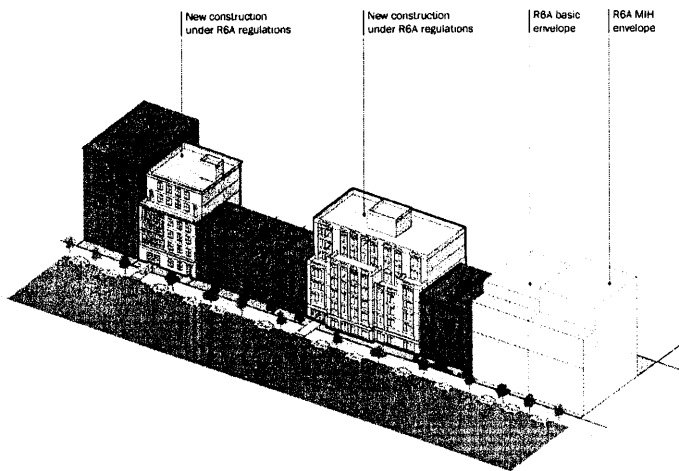
Williamsburg, Brooklyn

R6A is a contextual district where the Quality Housing bulk regulations are mandatory. These regulations produce high lot coverage, six- to eight-story apartment buildings set at or near the street line. Designed to be compatible with older buildings found in medium-density neighborhoods, R6A districts are mapped in the Bronx, Brooklyn and Queens. Parts of Kingsbridge in the Bronx and Williamsburg in Brooklyn are typical R6A areas.

The floor area ratio (FAR) in R6A districts is 3.0. Above a minimum base height of 40 feet, the building must set back by at least 10 feet on a wide street and 15 feet on a narrow street before rising to its maximum height of 70 feet, or 75 feet if providing a qualifying ground floor. To preserve the traditional streetscape, the street wall of a new building can be no closer to the street line than any adjacent street wall, but need not be farther than 10 feet. The area between a building's street wall and the street line must be planted. R6A buildings must have interior amenities for the residents pursuant to the Quality Housing Program.

Higher maximum FAR and heights are available for buildings participating in the Inclusionary Housing Program or that provide certain senior facilities.

Off-street parking is generally required for 50 percent of a building's dwelling units, but requirements are lower for income-restricted housing units (IRHU) and are further modified in certain areas, such as within the Transit Zone and the Manhattan Core, or for lots less than 10,000 square feet. Parking can be waived if five or fewer spaces are required. Off-street parking is not allowed in front of a building.

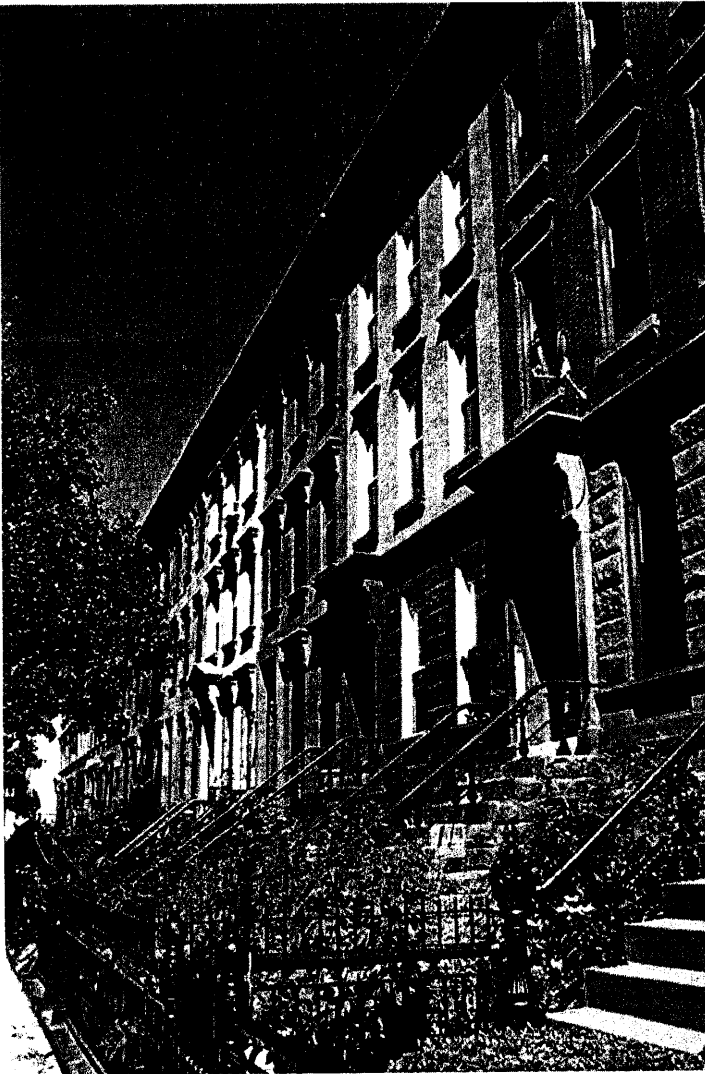


R6A Regulations

Medium-Density Contextual Residence District

R6A	Lot Area	Lot Width	Rear Yard	Lot Coverage		FAR	Base Height	Building Height	# of Stories	DU Factor	Required Parking	
	min.	min.	min.	Corner	Other Lot	max.	min. - max. (w/ QGF)	max. (w/ QGF)	max. (w/ QGF)		Basic	IRHU
Basic	1,700 sf	18 ft	30 ft	100%	65%	3.00	40-60 (65) ft	70 (75) ft	1/√e (17)	680	50% of DU	25% of IRHU
Inclusionary						3.60	40-65 ft	80 (85) ft	8			

R6B



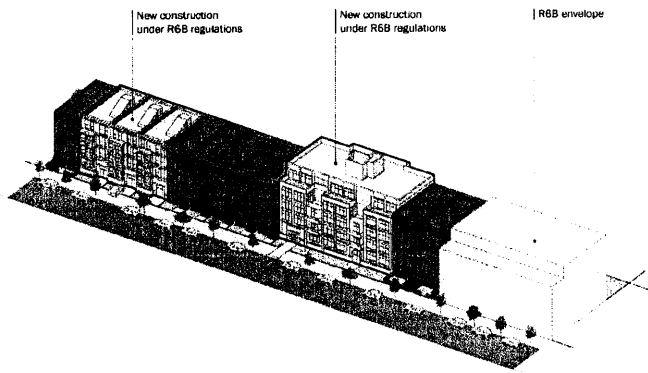
Bedford Stuyvesant, Brooklyn

R6B districts are often traditional row house districts, which preserve the scale and harmonious streetscape of neighborhoods of four-story attached buildings developed during the 19th century. Many of these houses are set back from the street with stoops and small front yards that are typical of Brooklyn's "brownstone" neighborhoods, such as Park Slope, Boerum Hill and Bedford Stuyvesant.

The Floor Area Ratio (FAR) of 2.0 and the mandatory Quality Housing regulations also accommodate apartment buildings at a similar four- to five-story scale. The base height of a new building before setback must be between 30 and 40 feet and the maximum height is 50 feet. For buildings providing a qualifying ground floor, the maximum base height and overall height increase by five feet. Curb cuts are prohibited on zoning lot frontages less than 40 feet. The street wall of a new building, on any lot up to 50 feet wide, must be as deep as one adjacent street wall but no deeper than the other. Buildings must have interior amenities for the residents pursuant to the Quality Housing Program.

Higher maximum FAR are available for buildings participating in the Inclusionary Housing program or that provide certain senior facilities.

Off-street parking is generally required for 50 percent of a building's dwelling units, but requirements are lower for income-restricted housing units (IRHU) and are further modified in certain areas, such as within the Transit Zone and the Manhattan Core, or for lots less than 10,000 square feet. Parking can be waived if five or fewer spaces are required. Off-street parking is not allowed in front of a building.



 R6B Regulations

Medium-Density Contextual Residence District

R6B	Lot Area	Lot Width	Rear Yard	Lot Coverage		FAR	Base Height	Building Height	# of Stories	DU Factor	Required Parking	
	min.	min.	min.	Corner	Other Lot	max.	min. - max. (w/ QSF)	max. (w/ QSF)	min. (w/ QSF)		Basic	IRHU
				max.							min.	
Basic	1,700 sf	18 ft	30 ft	100%	60%	2.00	30-40 (45) ft	50 (55) ft	n/a (5)	680	50% of DU	25% of IRHU
Inclusionary						2.20						

Disclaimer

The Zoning Reference provides only general zoning information and is not meant to serve as a substitute for the actual regulations which are to be found in the Zoning Resolution.

 Items accompanied by this symbol require the free Adobe Acrobat Reader.

Brief explanations of terms in blue italics can be viewed by clicking on the term.

BLANK TITLE INSURANCE COMPANY
ALTA 27-06 USURY ENDORSEMENT

Attached to and made a part of policy number: _____

The Company insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness because the loan secured by the Insured Mortgage violates the usury law of the State where the Land is located.

The Land covered by the loan policy to which the endorsement is affixed is not Residential Real Property.

The Insured Mortgage secures a loan in the principal amount of \$2.5 million or more (NY GOL Section 5-501(6)(b)).

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the _____ day of _____, 20__ .

Dated: _____

BLANK TITLE INSURANCE COMPANY

BY: _____

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2023 New York Laws
GOB - General Obligations
Article 5 - Creation, Definition and
Enforcement of Contractual
Obligations
Title 5 - Interest and Usury; Brokerage
on Loans
5-501 - Rate of Interest; Usury
Forbidden.

Universal Citation:

NY Gen Oblig L § 5-501 (2023) ○

Next >

§ 5-501. Rate of interest; usury forbidden. 1. The rate of interest, as computed pursuant to this title, upon the loan or forbearance of any money, goods, or things in action, except as provided in subdivisions five and six of this section or as otherwise provided by law, shall be six per centum per annum unless a different rate is prescribed in section fourteen-a of the banking law.

2. No person or corporation shall, directly or indirectly, charge, take or receive any money, goods or things in action as interest on the loan or forbearance of any money, goods or things in action at a rate exceeding the rate above prescribed. The amount charged, taken or received as interest shall include any and all amounts paid or payable, directly or indirectly, by any person, to or for the account of the lender in consideration for making the loan or forbearance as defined by the superintendent of financial services pursuant to subdivision three of section fourteen-a of the banking law except such fee as may be fixed by the commissioner of taxation and finance as the cost of servicing loans made by the property and liability insurance security fund.

3. If the rate of interest charged, taken or received on any loan or forbearance secured primarily by either (i) an interest in real property improved by a one to six family residence occupied by the owner or (ii) certificates of stock or other evidence of an ownership interest in a corporation or partnership formed for the purpose of the cooperative ownership of real estate taken as security for a loan under subdivision five of section one hundred three of the banking law, subdivision eight-a of section two hundred thirty-five of such law or subdivision two-a of section three hundred eighty of such law, exceeds six per centum per annum,

a. in the case of a loan referred to by clause (i) of this subdivision, the term of such loan or forbearance may extend five years beyond the maximum maturity of such loan otherwise prescribed by law, and

b. notwithstanding any other provision of law, the unpaid balance of the loan or forbearance may be prepaid, in whole or in part, at any time. If prepayment is made on or after one year from the date the loan or forbearance is made, no penalty may be imposed. If prepayment is made prior to such time, no penalty may be imposed unless provision therefor is expressly made in the loan contract, provided that no penalty may be imposed if prohibited by sections six-l and six-m of the banking law. In all cases, the right of prepayment shall be stated in the instrument evidencing the loan or forbearance, provided, however, that the provisions of this subdivision shall not apply to the extent such provisions are inconsistent with any federal law or regulation.

4. Except as otherwise provided by law, interest shall not be charged, taken or received on any loan or forbearance at a rate exceeding such rate of interest as may be authorized by law at the time the loan or forbearance is made, whether or not the loan or forbearance is made pursuant to a prior contract or commitment providing for a greater rate of interest, provided, however, that no change in the rate of interest prescribed in section fourteen-a of the banking law shall affect (a) the validity of a loan or forbearance made before the date such rate becomes effective, or (b) the enforceability of such loan or forbearance in accordance with its terms, except that if any loan or forbearance provides for an increase in the rate of interest during the term of such loan or forbearance, the increased rate shall not exceed such rate of interest as may have been authorized by law at the time such loan or forbearance was made.

4-a. Notwithstanding the provisions of subdivision four of this section, a loan or forbearance repayable on demand may provide for changes, reflecting variations in lending rates, from time to time in the rate of interest payable on such loan or forbearance up to the rate of interest authorized by law at the time of such change and in such case the rate of interest may be so changed in accordance with the terms of the contract or loan commitment relating thereto; provided, however, that the rate of interest charged, taken or received on such a loan or forbearance shall not exceed the rate of interest authorized by law as it may subsequently be reduced from time to time; and further provided, however, that in no event shall such a loan or forbearance be subject to an authorized rate of interest less than that applicable at the time such loan or forbearance was made. The provisions of this subdivision shall apply only to a loan or forbearance repayable on demand which has an initial principal of more than five thousand dollars and which the borrower has the right to repay at any time in whole or in part, together with accrued interest on the principal so repaid, without any penalty. With respect to a loan or forbearance covered by this subdivision, the lender shall disclose to the borrower in writing not less often than annually the amount of interest accrued or payable as of the date of such disclosure and the manner by which such amount was computed.

5. No law regulating the maximum rate of interest which may be charged, taken or received shall apply to any loan or forbearance insured by the federal housing commissioner or for which a commitment to insure has been made by the federal housing commissioner or to any loan or forbearance insured or guaranteed pursuant to the provisions of an act of congress entitled "Servicemen's Readjustment Act of 1944."

6. a. No law regulating the maximum rate of interest which may be charged, taken or received, except section 190.40 and section 190.42 of the penal law, shall apply to any loan or forbearance in the amount of two hundred fifty thousand dollars or more, other than a loan or a forbearance secured primarily by an interest in real property improved by a one or two family residence. A loan of two hundred fifty thousand dollars or more which is to be advanced in installments pursuant to a written agreement by a lender shall be deemed to be a single loan for the total amount which the lender has agreed to advance pursuant to such agreement on the terms and conditions provided therein.

b. No law regulating the maximum rate of interest which may be charged, taken or received, including section 190.40 and section 190.42 of the penal law, shall apply to any loan or forbearance in the amount of two million five hundred thousand dollars or more. Loans or forbearances aggregating two million five hundred thousand dollars or more which are to be made or advanced to any one borrower in one or more installments pursuant to a written agreement by one or more lenders shall be deemed to be a single loan or forbearance for the total amount which the lender or lenders have agreed to advance or make pursuant to such agreement on the terms and conditions provided therein.

7. Except as otherwise expressly provided by law, in the event of prepayment in full of a loan, any refund of unearned interest to which the borrower may be entitled may not be computed by a sum of the balances or similar method but must be determined according to a generally accepted actuarial method.

Next >

BLANK TITLE INSURANCE COMPANY
ALTA 35-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS
ENDORSEMENT

Attached to and made a part of policy number: _____

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, “Improvement” means a building on the Land at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances [; or]
 - c. the exercise of the rights described in ()]. *

* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the day of , 20 .

Dated: _____

BLANK TITLE INSURANCE COMPANY

BLANK TITLE INSURANCE COMPANY
ALTA 35.1-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES –
IMPROVEMENTS ENDORSEMENT

Attached to and made a part of policy number: _____

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, “Improvement” means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances [; or
 - c. the exercise of the rights described in ()]. *

* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the day of , 20 .
ALTA 35.1-06 Minerals and Other Subsurface Substances – Improvements Endorsement
(03/08/2024)

SEVENTH REVISION (10/01/2024)

Dated: _____

BLANK TITLE INSURANCE COMPANY

BY: _____

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ALTA 35.1-06 Minerals and Other Subsurface Substances – Improvements Endorsement
(03/08/2024)

SEVENTH REVISION (10/01/2024)

BLANK TITLE INSURANCE COMPANY
ALTA 35.2-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – DESCRIBED
IMPROVEMENTS ENDORSEMENT

Attached to and made a part of policy number: _____

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, “Improvement” means each improvement on the Land at Date of Policy itemized [on the exhibit attached to this endorsement] [below:]
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances [; or]
 - c. the exercise of the rights described in ()]. *

* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the day of , 20 .

Dated: _____ **BLANK TITLE INSURANCE COMPANY**
ALTA 35.2-06 Minerals and Other Subsurface Substances – Described Improvements
Endorsement (03/08/2024)

SEVENTH REVISION (10/01/2024)

BLANK TITLE INSURANCE COMPANY
ALTA 35.3-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – LAND
UNDER DEVELOPMENT ENDORSEMENT

Attached to and made a part of policy number: _____

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only:
 - a. “Improvement” means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
 - b. “Future Improvement” means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
 - c. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated _____, last revised _____, designated as (insert name of project or project number) consisting of _____ sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances [; or]
 - c. the exercise of the rights described in (_____)]. *

ALTA 35.3-06 Minerals and Other Subsurface Substances – Land Under Development
Endorsement (03/08/2024)

SEVENTH REVISION (10/01/2024)

* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the _____ day of _____, 20__.

Dated: _____

BLANK TITLE INSURANCE COMPANY

BY: _____

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- (b) When issued in connection with any Loan Policy or any Construction Mortgage Policy that is not Simultaneously issued with an Owner's Policy that covers Identical Property and contains the ALTA 36. 4-06 (Energy Project- Covenants Conditions and Restrictions-Land Under Development- Owners) Endorsement, the charge for each such ALTA 36. 5-06 (Energy Project- Covenants Conditions and Restrictions-Land Under Development- Loan) Endorsement is the greater of (i) \$500 or (ii) 5% of the premium for the Loan Policy or Construction Mortgage Policy.

SECTION 32: GENERAL ENDORSEMENT

The General Endorsement shall only be used for the purposes set forth in this Section 32.

A Company may issue a General Endorsement (9/1/93) without charge for the following purposes:

- (A) to amend or correct a previously issued Policy;
- (B) to provide only the following affirmative coverage for party walls:

The Company insures against loss or damage sustained by the Insured by reason of the enforced removal of the party wall shown on the survey made by _____ dated ___/___/___ and identified as Exception _____. [identify the exception number taken for the party wall on Schedule B or the survey reading]

- (C) to provide only the following affirmative coverage regarding the exercise of specific rights of first refusal or options;

- (1) For Loan Policies:

The Company insures against loss or damage sustained by the Insured in the event the exercise or the right to exercise the [INSERT THE SPECIFIC OPTION OR RIGHT OF FIRST REFUSAL BEING COVERED] in Exception _____ of Schedule B at or before the Date of Policy

- (a) *results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or*
- (b) *results in a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.*

- (3) For Owner's Policies

The Company insures against loss or damage sustained by the Insured in the event the exercise or the right to exercise the [INSERT THE SPECIFIC OPTION OR RIGHT OF FIRST REFUSAL BEING COVERED] in Exception _____ of Schedule B at date or before the Date of Policy results in a loss of the Insured's Title.

SECTION 33: ENDORSEMENTS

SEVENTH REVISION (10/01/2024)

STEWART TITLE INSURANCE COMPANY

TIRSA Construction Loan Policy Endorsement

Attached to and made a part of Policy No.:

The Date of Policy is amended to be _____

As a result of a continuation search of the title, real estate taxes and water charges from _____ to _____ at 8:30 AM:

(a) The following changes are made to Schedule B-I (If none enter "None"):

(b) The following changes are made to Schedule B-II (If none enter "None"):

Including the present advance of \$ _____, the aggregate amount of advances to date is \$ _____.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the **TBD** day of **TBD-MONTH, 2024**.

DATED: _____, 20_____

ALL NEW YORK TITLE AGENCY, INC.

TITLE NO.: ANY

By: _____
Authorized Officer or Agent

BLANK TITLE INSURANCE COMPANY
TIRSA IDENTIFIED EXCEPTION & IDENTIFIED RISK COVERAGE
ENDORSEMENT

Attached to and made a part of policy number: _____

1. As used in this endorsement “Identified Risk” means: [insert description of the title defect, restriction encumbrance or other matter] described in Exception _____ of Schedule B.
2. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A final order or decree enforcing the Identified Risk in favor of an adverse party;
or
 - b. The release of a prospective purchaser or lessee of the Title or a lender on the Title from the obligation to purchase, lease, or lend, as a result of the Identified Risk, but only if:
 - i. there is a contractual condition requiring the delivery of marketable title;
and
 - ii. neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as in this endorsement.
3. This endorsement does not obligate the Company to establish the Title free of the Identified Risk or to remove the Identified Risk, but if the Company does establish the Title free of the Identified Risk or remove it, Section 9(a) of the Conditions applies.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the _____ day of _____, 20__.

Dated:

BLANK TITLE INSURANCE COMPANY

BY: _____