Current Owner Search

RISK: LOW · Score: 9/10
3 court case(s) found.

100.0% Complete
deliver

Property Address
350 5th Ave, New York, NY 10118
Commercial — Class O4

State / County
NY / New York

Report Completeness
100.0%

Current Owner
ESRT EMPIRE STATE BUILDING, L.L.C.

Market Value
$920,984,000

6 deeds · 0 open mortgages
0 liens · 0 lis pendens

AI-Generated Summary

ESRT EMPIRE STATE BUILDING, L.L.C. is the current owner of record for 350 5th Ave, New York, NY 10118, a commercial property. The most recent deed was recorded on 2013-10-08, with a sale amount of $111,045,119. There are no open mortgages or liens on record, but 11 recorded mortgages exist, with 4 having a recorded satisfaction. The lien status is zero, and there are no UCC filings, Lis pendens, or open violations. Professional review is recommended due to the presence of court records.

Generated by AI — verify all statements against source data below.

No Title Defect Categories Identified

Key Findings

No lis pendens recorded

No open mortgages: 11 recorded, each satisfied, consolidated or granted before the current owner took title (see Mortgages)

No tax liens recorded

2 title-relevant federal court case(s) found for owner

1 civil/employment court case(s) found for owner — not directly relevant to property title

Flood Zone X: Outside 500-year floodplain (minimal flood hazard) — minimal flood hazard.

No EPA Superfund sites or regulated facilities found within ~0.5 mile.

COMMERCIAL PROPERTY: Title complexity may exceed the scope of an automated search. Consider a full commercial title examination for transactions above $500K.

Executive Summary

Title Chain
6 deed transfer(s) found.
11 mortgage(s) recorded; **0 open** (no satisfaction).
4 mortgage satisfaction(s).
74 mortgage assignment(s).
0 lien(s) · 0 lis pendens.

Violations & Code
0 open violation(s) (of 2 total).
HPD: 0 open / 0 total.
DOB: 0 open / 2 total.
Easements/covenants: 2.

Legal & UCC
3 court case(s) found.
0 UCC filing(s).
0 business entity record(s).

Missing Sources: Critical: None · Important: None

Chain of Title — Deeds (6)

All recorded deed transfers found for this property. Source: NYC ACRIS · Updated daily · Pulled October 03, 2026.

Note: Transfers showing $0 consideration are typically intra-entity restructuring or gift transfers — verify chain is unbroken. Rows highlighted in red indicate a referee's deed (foreclosure sale); amber indicates bank/trustee grantor.

Document ID	Type	Grantor (Seller)	Grantee (Buyer)	Recorded Date	Amount
2013100700087001	DEED	EMPIRE STATE LAND ASSOCIATES L.L.C.	ESRT EMPIRE STATE BUILDING, L.L.C.	2013-10-08	$111,045,119
FT_1140008359614	DEED	TRUMP EMPIRE STATE PARTNERS	EMPIRE STATE LAND ASSOCIATES L.L.C.	2002-04-26	$0
FT_1110008359611	DEED	NS 1999 AMERICAN COMPANY	TRUMP EMPIRE STATE PARTNERS	2002-04-26	$0
FT_1520004330052	DEED	NS 1999 AMERICAN COMPANY , NOMINEE FOR, NS 1991 AMERICAN TRUST	TRUMP EMPIRE STATE PARTNERS	1994-07-01	$0
FT_1850000447485	DEED	NS 1991 AMERICAN TRUST	NS 1999 AMERICAN COMPANY	1993-10-28	$0
FT_1210000386321	DEED	PRUDENTIAL INS CO AMERIC	E.G. HOLDING CO INC	1991-11-27	$0

Mortgages & Encumbrances (11 total · 0 open)

Source: NYC ACRIS · Updated daily · Pulled October 03, 2026.

Amounts shown are original recorded amounts, not current payoff balances. A mortgage is counted open when no satisfaction is recorded, it has not been consolidated into a later agreement, and it was granted by a current owner. Consolidated (CEMA) liens are shown at their consolidated amount. Mortgages from prior owners and pre-2003 instruments are listed separately below for verification.

Document ID	Type	Borrower (Grantor)	Lender (Grantee)	Date	Original Amount
FT_1430008358943	MTGE	EMPIRE STATE LAND ASSOCIATES L.L.C., EMPIRE STATE BUILDING ASSOCIATES L.L.C.	NORTH FORK BANK	2002-04-26	$48,800,000
FT_1340004330734	MTGE	TRUMP EMPIRE STATE PARTNERS	PRINCIPAL MUTUAL LIFE INSURANCE COMPANY	1994-07-01	$11,700,000
2013091000735002	MTGE	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2013-10-02	$31,000,000
2013031201548002	MTGE	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2013-03-22	$50,000,000
2012072100035002	MTGE	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C	HSBC BANK USA, NATIONAL ASSOCIATION	2012-07-25	$30,000,000
2012041600990002	MTGE	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C	HSBC BANK USA, NATIONAL ASSOCIATION	2012-04-17	$30,000,000
2011080600090010	MTGE	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2011-08-09	$67,000,000
2009030200646001	MTGE	EMPIRE STATE LAND ASSOCIATES L.L.C., EMPIRE STATE BUILDING ASSOCIATES L.L.C.	SIGNATURE BANK	2009-03-12	$31,500,000
2007111301467001	MTGE	EMPIRE STATE BREWING CORP.	GENERAL ELECTRIC CAPITAL CORPORATION	2007-11-16	$499,000
2005021700793001	MTGE	EMPIRE STATE BREWING CORP. D/B/A	GE CAPITAL FRANCHISE FINANCE CORPORATION	2005-03-10	$499,000
2004082301415002	MTGE	ICBC CORPORATION	GENERAL ELECTRIC CAPITAL CORPORATION	2004-09-07	$1,000,000

Mortgage Satisfactions / Releases (4)

Recorded satisfactions prove a mortgage has been paid off. A mortgage without a corresponding satisfaction may still be outstanding.

Document ID	Type	Grantor (Party 1)	Grantee (Party 2)	Date	Amount
FT_1560000075956	SAT	IMPERIUM CORPORATION	PRUDENTIAL INS CO AMRC	1984-10-11	$0
2015012901083001	SAT	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C.	BANK OF AMERICA, N.A.	2015-03-17	$0
2014061901361001	SAT	ICBC-NY, L.L.C, SUCCESSOR IN INTEREST TO ICBC CORP, ICBC CORPORATION	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, CORTLAND CAPITAL MARKET SVCS LLC, AS SUCCESSOR AGT	2014-07-17	$0
2013092000883001	SAT	EMPIRE STATE BREWING CORP. D/B/A HEARTLAND BREWERY	GE CAPITAL FRANCHISE FINANCE CORPORATION	2013-10-02	$0

Assignments & Related Agreements (74)

Assignments of mortgage, mortgage agreements (consolidations, modifications, subordinations) and assignments of leases and rents. For an assignment of mortgage (ASST), the grantee is the new holder of the debt, and the most recent one is the current holder.

Document ID	Type	Grantor (Party 1)	Grantee (Party 2)	Date	Amount
FT_1860008358586	AGMT	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C.	NORTH FORK BANK	2002-04-26	$0
FT_1830008358583	AGMT	EMPIRE STATE LAND ASSOCIATES L.L.C., EMPIRE STATE BUILDING ASSOCIATES L.L.C.	NORTH FORK BANK	2002-04-26	$0
FT_1790008358579	AGMT	EMPIRE STATE BUILDING COMPANY L.L.C.	NORTH FORK BANK	2002-04-26	$0
FT_1740005753074	AGMT	HUMAN RIGHTS WATCH,INC.	EMPIRE STATE BUILDING ASSOCIATES	1997-09-11	$0
FT_1710004330171	ASST	TRUMP EMPIRE STATE PARTNERS	PRINCIPAL MUTUAL LIFE INSURANCE COMPANY	1994-07-01	$0
FT_1580008359358	ASST	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE	NORTH FORK BANK	2002-04-26	$0

Document ID	Type	Grantor (Party 1)	Grantee (Party 2)	Date	Amount
		LAND ASSOCIATES L.L.C.			
FT_1520008359352	ASST	PRINCIPALLIFE INSURANCE COMPANY, PRINCIPAL MUTUAL LIFE INSURANCE COMPANY	NORTH FORK BANK	2002-04-26	$0
FT_1470008486547	ASST	WEINER, MARTIN (EX OF)	MARTIN WEINER ASSC	1971-04-01	$0
FT_1460008486546	ASST	COLUMBIA UNIVERSITYFBO, WARREN, WILLIAM C TR	WEIN, LAWRENCE A	1971-04-01	$0
FT_1450008486545	ASST	MARTIN WEINER REALTY	WEINER, MARTIN	1971-04-01	$0
FT_1440008486544	ASST	WEIN, LAWRENCE A	WARREN, WILLIAM C TR, COLUMBIA UNIVERSITYFBO	1971-04-01	$0
FT_1420008486842	ASST	HELMSLEY, HARRY B, WIEN, LAWRENCE A, MARIN WEINER ASSC	HELMSLEY, HARRY B PRTNR, WIEN, LAWRENCE A, EMPIRE STATE BUILDING CO, MARIN WEINER ASSOC PRTNR	1971-04-08	$0
FT_1370008622837	AGMT	EMPIRE STATE BLDNG CO	I P C O CORP	1980-03-19	$0
FT_1260008486626	ASST	WICO TRADING CORP	HELMSLEY, HARRY B	1971-04-02	$0
FT_1260004330126	ASST	NS 1991 AMERICAN TRUST, NS 1999 AMERICAN COMPANY, NOMINEE FR	TRUMP EMPIRE STATE PARTNERS	1994-07-01	$0
FT_1200000386320	ASST	PRUDENTIAL INS CO AMERIC	E.G. HOLDING CO INC	1991-11-27	$0
2024062700832001	AGMT	TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMER	18 W 33RD ST CORP.	2024-07-18	$0
2017071900208001	AGMT	NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY	THE BANK OF NEW YORK MELLON	2017-07-19	$0
2014091700805001	AGMT	BANK OF AMERICA	BRIGHTROLL, INC.	2014-10-03	$0
2013101701442001	TL&R			2013-10-22	$0

Document ID	Type	Grantor (Party 1)	Grantee (Party 2)	Date	Amount
		HSBC BANK USA, NATIONAL ASSOCIATION			
2013101700510006	AGMT	ESRT EMPIRE STATE BUILDING, L.L.C., EMPIRE STATE REALTY OP, L.P.	BANK OF AMERICA, N.A.	2013-10-21	$300,000,000
2013101700510005	ASST	HSBC BANK USA, NATIONAL ASSOCIATION	BANK OF AMERICA, N.A.	2013-10-21	$0
2013101700510004	ASST	HSBC BANK USA, NATIONAL ASSOCIATION	BANK OF AMERICA, N.A.	2013-10-21	$0
2013101700510003	ASST	HSBC BANK USA, NATIONAL ASSOCIATION	BANK OF AMERICA, N.A.	2013-10-21	$0
2013101700510002	ASST	HSBC BANK USA, NATIONAL ASSOCIATION	BANK OF AMERICA, N.A.	2013-10-21	$0
2013101700510001	ASST	HSBC BANK USA, NATIONAL ASSOCIATION	BANK OF AMERICA, N.A.	2013-10-21	$0
2013100700087004	AGMT	ESRT EMPIRE STATE BUILDING, L.L.C.	ESRT EMPIRE STATE BUILDING, L.L.C.	2013-10-08	$0
2013100700087003	ASSTO	EMPIRE STATE BUILDING COMPANY L.L.C., EMPIRE STATE BUILDING COMPANY	ESRT EMPIRE STATE BUILDING, L.L.C.	2013-10-08	$784,475,881
2013100700087002	ASSTO	EMPIRE STATE BUILDING ASSOCIATES, EMPIRE STATE BUILDING ASSOCIATES L.L.C.	ESRT EMPIRE STATE BUILDING, L.L.C.	2013-10-08	$999,406,071
2013091000735003	AL&R	EMPIRE STATE LAND ASSOCIATES L.L.C., EMPIRE STATE BUILDING ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2013-10-02	$300,000,000
2013031201548005	AGMT	EMPIRE STATE REALTY OBSERVATORY TRS, LLC, ESB OBSERVATORY LLC	HSBC BANK USA, NATIONAL ASSOCIATION	2013-03-22	$0
2013031201548004	AGMT	EMPIRE STATE BUILDING COMPANY L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2013-03-22	$0
	AL&R	EMPIRE STATE BUILDING		2013-03-22	$269,000,000

Document ID	Type	Grantor (Party 1)	Grantee (Party 2)	Date	Amount
2013031201548003		ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION		
2012072100035003	AL&R	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C	HSBC BANK USA, NATIONAL ASSOCIATION	2012-07-25	$219,000,000
2012072100035004	AGMT	EMPIRE STATE BUILDING COMPANY L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2012-07-25	$0
2012072100035005	AGMT	EMPIRE STATE REALTY OBSERVATORY TRS, LLC, ESB OBSERVATORY LLC	HSBC BANK USA, NATIONAL ASSOCIATION	2012-07-25	$0
2012050100464001	AGMT	HSBC BANK USA, NATIONAL ASSOCIATION, AS	COTY INC.	2012-05-09	$0
2012041301086001	AGMT	EMPIRE STATE BREWING CORP	GENERAL ELECTRIC CAPITAL CORPORATION	2012-05-29	$499,000
2012041600990006	AGMT	EMPIRE STATE BUILDING COMPANY L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2012-04-17	$0
2012041600990005	AGMT	ESB OBSERVATORY LLC, EMPIRE STATE REALTY OBSERVATORY TRS, LLC	HSBC BANK USA, NATIONAL ASSOCIATION	2012-04-17	$0
2012041600990003	AL&R	EMPIRE STATE LAND ASSOCIATES L.L.C, EMPIRE STATE BUILDING ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2012-04-17	$189,000,000
2012041600990004	AGMT	EMPIRE STATE BUILDING COMPANY L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2012-04-17	$0
2012041600990007	AGMT	ESB OBSERVATORY LLC, EMPIRE STATE REALTY OBSERVATORY TRS, LLC	HSBC BANK USA, NATIONAL ASSOCIATION	2012-04-17	$0
2011122101443003	AGMT	HSBC BANK USA, NATIONAL ASSOCIATION	HUMAN RIGHTS WATCH, INC.	2012-04-13	$0
2011122101443002	AGMT	EMPIRE STATE BUILDING ASSOCIATES L.L.C.	HUMAN RIGHTS WATCH, INC.	2012-04-13	$0

Document ID	Type	Grantor (Party 1)	Grantee (Party 2)	Date	Amount
2011122101443001	AGMT	EMPIRE STATE LAND ASSOCIATES L.L.C.	HUMAN RIGHTS WATCH, INC.	2012-04-13	$0
2011080600090012	AL&R	EMPIRE STATE LAND ASSOCIATES L.L.C., EMPIRE STATE BUILDING ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2011-08-09	$159,000,000
2011080600090011	AGMT	EMPIRE STATE BUILDING ASSOCIATES L.L.C., EMPIRE STATE LAND ASSOCIATES L.L.C.	HSBC BANK USA, NATIONAL ASSOCIATION	2011-08-09	$159,000,000
2011080600090001	ASST	CAPITAL ONE, NATIONAL ASSOCIATION	HSBC BANK USA, NATIONAL ASSOCIATION	2011-08-09	$0
2011080600090002	TL&R	EMPIRE STATE BUILDING ASSOCIATES L.L.C.	CAPITAL ONE, NATIONAL ASSOCIATION	2011-08-09	$0

Liens & Judgments (0)

Source: NYC ACRIS · Updated daily · Pulled October 03, 2026.

Document ID / Case #	Type	Party	Date Filed	Status	Amount
No records found					

Lis Pendens — Pending Litigation (0)

A lis pendens is a recorded notice of pending litigation against the property. Active lis pendens indicate foreclosure, disputed ownership, or other active legal proceedings. Source: NYC ACRIS · Updated daily · Pulled October 03, 2026.

Document ID	Type	Plaintiff / Filer	Defendant / Owner	Filed Date	Amount
No records found					

Property Tax Status

Source: NYC DOF Property Tax dataset & NYC MapPLUTO · Updated quarterly · Tax year 2026/27 · Pulled October 03, 2026.

Owner of Record	ESRT EMPIRE STATE BUILDING, L.L.C.	**Assessed Value**	$577,440,900
Market Value	$920,984,000	**Tax Year**	2026/27

Building Class	O4		
Assessed Land	$99,000,000	**Assessed Improvements**	$478,440,900
Legal Description	*Block 835, Lot 41, Borough of Manhattan, City and State of New York*		

Building & Land Characteristics

Source: NYC MapPLUTO · Updated quarterly · Pulled from open data.

Lot Area	91,351 sq ft	**Lot Dimensions**	197.5' × 500'
Building Area	2,812,739 sq ft	**Residential Area**	— sq ft
Commercial Area	2,812,739 sq ft	**Floors**	102
Buildings on Lot	1	**Residential Units**	—
Total Units	513	**Year Built**	1931
Zoning District	C5-3	**FAR (Built)**	30.79
Land Use Code	5	**Basement Code**	2
Assessed Land	$99,000,000	**Assessed Total**	$577,440,900

Court Records (3)

Federal and bankruptcy court records searched via CourtListener · Updated continuously · Pulled October 03, 2026.

Search scope: SDNY, EDNY, SDNY Bankruptcy, EDNY Bankruptcy, and national bankruptcy registry. Records returned are filtered to match the current owner by name. Rows highlighted in red are bankruptcy filings. This search covers federal courts only — state court judgments require a separate search at the county clerk.

Case Number	Case Type	Party	Court	Date Filed	Status
1:20-cv-00802	840 Trademark	Empire State Management LLC v. ESRT Empire State Building, L.L.C.	NYED	2020-02-13	Closed
1:13-cv-08172	440 Civil rights other	De La Rosa v. ESRT Empire State Building, L.L.C.	NYSD	2013-11-15	Closed
1:13-cv-07686	422 Bankruptcy Appeal (801)	In Re: New York Skyline, Inc.	NYSD	2013-10-30	Closed

UCC Filings (0)

UCC liens affect personal property and fixtures. Source: NYC ACRIS · Updated daily · Pulled October 03, 2026.

Filing Number	Debtor	Secured Party	Filing Date	Lapse Date	Type
No records found					

Easements & Covenants (2)

Recorded easements and deed restrictions that run with the land and bind future owners. Source: NYC ACRIS · Updated daily · Pulled October 03, 2026.

Document ID	Type	Grantor	Grantee / Beneficiary	Date	Notes
FT_1540000011454	LDMK	LANDMARKS PRESERVANCOMM	CITY OF NEW YORK	1982-07-02	$0
FT_1530000011453	LDMK	LANDMARKS PRESERVANCOMM	CITY OF NEW YORK	1982-07-02	$0

DOB Permit Status

No open or expired significant DOB permits on record.

Violations

Source	Total	Open	Closed	Class C (HPD)
DOB	2	0	2	—
HPD	0	0	0	0

DOB Building Violations (2)

0 open of 2 total. Source: NYC DOB via Open Data · Updated daily · Pulled October 03, 2026.

DOB violations do not carry Class A/B/C designations — the Class column shows the violation type code (e.g. HBLVIO, HVIOL). Status is derived from the violation category field.

Violation #	Type Code	Description	Issue Date	Status
V*040307E94441194367	E		2007-04-03	Closed
V*010407E9444/185521	E		2007-01-04	Closed

HPD Housing Violations

HPD Housing Violations: None on record. Source: NYC HPD via Open Data · Pulled October 03, 2026

Business Entity Records (0)

NY DOS Active Entity Registry — searched by owner name. Sorted by match relevance. Pulled October 03, 2026.

Match Type	Entity Name	Type	Status	Incorporated	County
No records found					

Water & Sewer Charges (NYC DEP / DOF)

Outstanding DEP Charges (Tax Roll)	**$0.00**
Open Charge Periods	0
Data as of	2026-08-15

Flood Zone Classification (FEMA NFHL)

Zone X · Outside 500-year floodplain (minimal flood hazard)
SFHA (Special Flood Hazard Area): No · FIRM Panel: N/A · Study Type: N/A

Source: FEMA National Flood Hazard Layer (NFHL) · Pulled October 03, 2026. Verify at msc.fema.gov for the official flood map.

Environmental (EPA Envirofacts)

0 EPA-registered facility/facilities and **0 Superfund site(s)** within ~0.5 mile. Source: EPA Envirofacts · Pulled October 03, 2026.

No EPA facilities or Superfund sites found within ~0.5 mile.

Data Sources Used

census_geocoder, courtlistener_federal, courtlistener_recap, epa_environ, fema_flood, ny_ecourts, nyc_acris, nyc_acris_ucc, nyc_dep_water, nyc_dob, nyc_dob_permits, nyc_dof_tax, nyc_dof_tax_bills, nyc_ecb, nyc_geoclient, nyc_hpd, nyc_sales_comps, nyc_tax_lien_sale, opencorporates

Disclaimer: This report is based on publicly available records retrieved as of October 03, 2026 at 10:48 PM UTC. HeritageDeed makes no warranty as to the completeness or accuracy of public records. This report does not constitute a legal title opinion, title insurance, or guarantee of title. Consult a licensed attorney or title insurance company for legal advice. Missing data sections indicate records were unavailable or the data source was temporarily inaccessible at time of report generation. Amounts shown for mortgages are original recorded amounts, not current payoff balances. A mortgage without a corresponding satisfaction may still represent an outstanding obligation. **Court records:** Federal court search covers SDNY, EDNY, SDNY Bankruptcy, EDNY Bankruptcy, and national bankruptcy registry only. State court judgments, state tax warrants, and NYC Civil Court judgments are not included and require a separate search at the applicable county clerk's office. Court records are matched by owner name similarity and may include false positives for common names — verify any flagged case before relying on it. **Violation status:** Open/closed determinations are derived from dataset status fields and may lag behind actual resolution dates by up to 30 days. Always verify current status directly with NYC DOB or HPD.

Appendix — Recorded Instrument Copies

Scanned images of recorded instruments retrieved from NYC ACRIS public records. Images are retrieved at time of report generation and reflect the official county recorder copy.

Document: 2013100700087001 · DEED — EMPIRE STATE LAND ASSOCIATES L.L.C. → ESRT EMPIRE STATE BUILDING, L.L.C. · 4 page(s) · View in ACRIS

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2013100700087001001EDE0B

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 5**

Document ID: 2013100700087001 Document Date: 10-07-2013 Preparation Date: 10-08-2013
Document Type: DEED
Document Page Count: 4

PRESENTER:
FIRST AMERICAN TITLE INSURANCE- PICK UP
FIRSTAM
633 THIRD AVENUE
3020-553794 (JG)
NEW YORK, NY 10017
212-850-0670

RETURN TO:
CLIFFORD CHANCE US LLP
31 WEST 52ND STREET
FIRST AMERICAN TITLE INSURANCE- PICK UP
FIRSTAM
NEW YORK, NY 10019

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	835	41	Entire Lot	350 5TH AVENUE

Property Type: OFFICE BUILDING

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
EMPIRE STATE LAND ASSOCIATES L.L.C.
C/O MALKIN HOLDINGS LLC, ONE GRAND CENTRAL PLACE, 60 EAST 42ND STREET
NEW YORK, NY 10165

GRANTEE/BUYER:
ESRT EMPIRE STATE BUILDING, L.L.C.
C/O EMPIRE STATE REALTY TRUST, INC., ONE GRAND CENTRAL PLACE, 60 EAST 42ND STREET
NEW YORK, NY 10165

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	57.00
Affidavit Fee:	$	0.00

Filing Fee:	$ 250.00
NYC Real Property Transfer Tax:	$ 1,692,148.55
NYS Real Estate Transfer Tax:	$ 257,852.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 10-08-2013 15:43
City Register File No.(CRFN): **2013000417277**

City Register Official Signature

3020 . 553794

BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made as of the 7th day of October, 2013, **BETWEEN** EMPIRE STATE LAND ASSOCIATES L.L.C., a New York limited liability company, having an office at c/o Malkin Holdings LLC, One Grand Central Place, 60 East 42nd Street, New York, New York 10165 ("Grantor"), and ESRT EMPIRE STATE BUILDING, L.L.C., a Delaware limited liability company, having an office at c/o Empire State Realty Trust, Inc., One Grand Central Place, 60 East 42nd Street, New York, New York 10165 ("Grantee").

WITNESSETH, that Grantor, in consideration of Ten Dollars and other valuable consideration, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York and more particularly described on Schedule A annexed hereto and made a part hereof, being the same premises conveyed to Grantor by that certain Bargain and Sale Deed from Trump Empire State Partners, a New York partnership, dated April 17, 2002 and recorded on April 26, 2002 in Reel 3500 Page 799 in the Office of the City Register of the City of New York, New York County,

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of Grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the party of the second part forever.

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

[*Signature Page Follows*]

IN WITNESS WHEREOF, Grantor has duly executed this deed as of the day and year first above written.

GRANTOR:

EMPIRE STATE LAND ASSOCIATES L.L.C.,
a New York limited liability company

By: EMPIRE STATE BUILDING ASSOCIATES L.L.C.,
its sole member

By: _____
Name: Anthony E. Malkin
Title: Member

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

State of New York)
) ss.:
County of New York)

On October 1, 2013, before me, the undersigned, personally appeared Anthony E. Malkin 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.

Irene Profetto
(signature and office of individual taking acknowledgement)

IRENE PROFETTO
NOTARY PUBLIC, State of New York
No. 01PR4986287
Qualified in Queens County
Commission Expires Sept. 9, 2017

SEAL

SCHEDULE A
LEGAL DESCRIPTION

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, COUNTY OF NEW YORK, CITY AND STATE OF NEW YORK BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WEST 34TH STREET WITH THE WESTERLY SIDE OF FIFTH AVENUE;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF FIFTH AVENUE, 197 FEET 6 INCHES TO THE NORTHERLY SIDE OF WEST 33RD STREET;

THENCE WESTERLY ALONG THE NORTHERLY SIDE OF WEST 33RD STREET, 500 FEET;

THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY SIDE OF FIFTH AVENUE, 98 FEET 9 INCHES TO THE MIDDLE LINE OF THE BLOCK;

THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY SIDE OF WEST 33RD STREET, 75 FEET;

THENCE AGAIN NORTHERLY AND PARALLEL WITH THE WESTERLY SIDE OF FIFTH AVENUE AND PART OF THE DISTANCE THOUGH A PARTY WALL, 98 FEET 9 INCHES TO THE SOUTHERLY SIDE OF WEST 34TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WEST 34TH STREET, 425 FEET TO THE CORNER AFORESAID, THE POINT OR PLACE OF BEGINNING.

Document: 2024062700832001 · ASSIGNMENT → 18 W 33RD ST CORP. · 4 page(s) · View in ACRIS

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2024062700832001002EEE3F

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 21**

Document ID: 2024062700832001 Document Date: 05-30-2024 Preparation Date: 07-16-2024
Document Type: AGREEMENT
Document Page Count: 20

PRESENTER:
BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
914-250-2406
BRS1211304C

RETURN TO:
BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
BRS1211304C

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	835	41	Entire Lot	1801	33 W 33RD ST

Property Type: COMMERCIAL CONDO UNIT(S)

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMER
730 THIRD AVENUE
NEW YORK, NY 10017

PARTY 2:
18 W 33RD ST CORP.
18 WEST 33RD STREET
NEW YORK, NY 10001

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	137.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 07-18-2024 10:36
City Register File No.(CRFN): **2024000183735**

City Register Official Signature

BRS121304C
New York

TIAA Authorization ID # AAA-8000
TIAA Investment ID: 0008645_____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made by and between TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation with offices at 730 Third Avenue, New York, New York 10017 ("**Lender**") and 18 W 33rd ST CORP., a New York__ corporation d/b/a/ Finnerty's with its principal place of business at 18 West 33rd Street, New York, New York 10001 ("**Tenant**").

RECITALS:

A. Lender has made or is about to make a loan (together with all advances and increases, the "**Loan**") to 20 WEST 33RD ST RETAIL, a New York limited company ("**Borrower**").

B. Borrower, as landlord, and Tenant have entered into a lease dated February 2, 2024 (the "**Lease**") which leased to Tenant [Retail Condominium Unit No. 1801A] (the "**Leased Space**") located in the Property (defined below).

C. The Loan is or will be secured by the Mortgage Consolidation, Extension, Modification and Spreader Agreement and Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded or to be recorded in the official records of the County of New York, State or Commonwealth of New York (together with all advances, increases, amendments or consolidations, the "**Mortgage**") and the Assignment of Leases and Rents recorded or to be recorded in such official records (together with all amendments or consolidations, the "**Assignment**"), assigning to Lender the Lease and all rent, additional rent and other sums payable by Tenant under the Lease (the "**Rent**").

D. The Mortgage encumbers the real property, improvements and fixtures located at 18 West 33rd Street, Unit 1801A in the City of New York, County of New York, State of New York, commonly known as 18 West 33rd Street, Unit 1801A, New York, New York and described on Exhibit "A" (the "**Property**").

IN CONSIDERATION of the mutual agreements contained in this Agreement, Lender and Tenant agree as follows:

1. The Lease and all of Tenant's rights under the Lease are and will remain subject and subordinate to the lien of the Mortgage and all of Lender's rights under the Mortgage and Tenant will not subordinate the Lease to any other lien against the Property without Lender's prior consent.

2. This Agreement constitutes notice to Tenant of the Mortgage and the Assignment and, upon receipt of notice from Lender, Tenant will pay the Rent as and when due under the Lease to Lender and the payments will be credited against the Rent due under the Lease.

3. Tenant does not have and will not acquire any right or option to purchase any portion of or interest in the Property.

4. Tenant and Lender agree that if Lender exercises its remedies under the Mortgage or the Assignment and if Tenant is not then in default under this Agreement and if Tenant is not then in default beyond any applicable grace and cure periods under the Lease:

(a) Lender will not name Tenant as a party to any judicial or non-judicial foreclosure or other proceeding to enforce the Mortgage unless joinder is required under applicable law but in such case Lender will not seek affirmative relief against Tenant, the Lease will not be terminated and Tenant's possession of the Leased Space will not be disturbed;

(b) If Lender or any other entity (a "**Successor Landlord**") acquires the Property through foreclosure, by other proceeding to enforce the Mortgage or by deed-in-lieu of foreclosure (a "**Foreclosure**"), Tenant's possession of the Leased Space will not be disturbed and the Lease will continue in full force and effect between Successor Landlord and Tenant; and

(c) If, notwithstanding the foregoing, the Lease is terminated as a result of a Foreclosure, a lease between Successor Landlord and Tenant will be deemed created, with no further instrument required, on the same terms as the Lease except that the term of the replacement lease will be the then unexpired term of the Lease. Successor Landlord and Tenant will execute the aforesaid replacement lease at the request of either.

5. Upon Foreclosure, Tenant will recognize and attorn to Successor Landlord as the landlord under the Lease for

the balance of the term. Tenant's attornment will be self-operative with no further instrument required to effectuate the attornment except that at Successor Landlord's request, Tenant will execute instruments reasonably satisfactory to Successor Landlord confirming the attornment.

6. Successor Landlord will not be:

(a) liable for any act or omission of any prior landlord under the Lease occurring before the date of the Foreclosure except for repair and maintenance obligations of a continuing nature imposed on the landlord under the Lease;

(b) required to credit Tenant with any Rent paid more than one month in advance or for any security deposit unless such Rent or security deposit has been received by Successor Landlord;

(c) bound by any amendment, renewal or extension of the Lease that is inconsistent with the terms of this Agreement or is not in writing and signed both by Tenant and landlord;

(d) bound by any reduction of the Rent unless the reduction is in connection with an extension or renewal of the Lease at prevailing market terms or was made with Lender's prior consent;

(e) bound by any reduction of the term[1] of the Lease or any termination, cancellation or surrender of the Lease unless the reduction, termination, cancellation or surrender occurred during the last 6 months of the term or was made with Lender's prior consent;

(f) bound by any amendment, renewal or extension of the Lease entered into without Lender's prior consent if the Leased Space represents 50% or more of the net rentable area of the building in which the Leased Space is located;

(g) intentionally deleted;

(h) subject to any credits, offsets, claims, counterclaims or defenses that Tenant may have that arose prior to the date of the Foreclosure or liable for any damages Tenant may suffer as a result of any misrepresentation, breach of

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1 For purposes of this subparagraph "the term of the Lease" includes any renewal term after the right to renew has been exercised.