

Exhibit A



BROOKLYN COMMUNITY BOARD 14
FLATBUSH-MIDWOOD COMMUNITY DISTRICT
810 East 16th Street
Brooklyn, New York 11230

Newkirk Plaza

MARTY MARKOWITZ
Borough President

ALVIN M. BERK
Chairman

SHAWN CAMPBELL
District Manager

July 6, 2012

Andrew Olsen
CAU
Office of the Mayor
253 Broadway 14th Floor
New York, NY 10007

Dear Andrew,

Thank you for all of the time and effort you've provided as we attempt to clarify jurisdictional issues related to Newkirk Plaza (Block 5236, Lot 6, which includes the full area from building line to building line). As you know, the Plaza is located between Newkirk Avenue and Foster Avenue on the north and south respectively, and between Marlborough Road and East 16th Street on the east and west, and sits above the Brighton Line Newkirk Plaza subway station. The station and plaza recently underwent a successful rehabilitation in conjunction with MTA NYC Transit's Brighton Line stations capital project. The improved station, upgraded plaza surface and amenities such as planters and garbage receptacles on the plaza have fostered enthusiasm in the community. Flatbush Development Corporation, the local CDC, has agreed to manage the amenities and has also organized community volunteer efforts to plant trees and flowers in the planters and worked with another local organization to bring a beautiful mosaic and mural to one of the plaza entrances.

The plaza looks great! Unfortunately, the improvement and the vitality it brings to the plaza are complicated by jurisdictional issues that I hope we can address. Several issues stem from not being able to determine responsibility for the plaza, such as:

- Repair/replacement of corrugated walls that sit along (parallel to) the plaza, on the road bridge sidewalk. DOT had expressed an ability to paint the walls but called upon the Community Board to scrape and prime them. However, both liability concerns and capacity prevented us from moving forward with that suggestion and raised the issue of maintenance responsibilities. The walls are tied with wire hanger to the wrought iron fencing that runs along the Plaza. Neither DOT nor NYCT take responsibility for the upkeep of the fencing. The fencing may be considered an amenity to be maintained by FDC or the merchants but neither would have jurisdiction to coordinate repair.

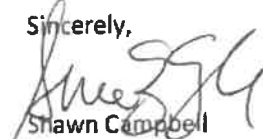
- In addition, it is impossible to obtain a street activity permit for events on the plaza such as community days, clean-up days, sidewalk sales, and a recent celebration of the 100th anniversary of the plaza's barbershop since jurisdiction is unclear.
- Certainly not this past winter, but in previous years there have been issues with snow shoveling. Litter enforcement is also an issue. If we cannot consider this a sidewalk under the jurisdiction of DOT, merchants cannot be issued summons. (This problem has been alleviated by the hiring of Project Sweep.)
- The community board office has received inquiries regarding permits for sidewalk cafes but sidewalks are under the jurisdiction of DOT, which does not cover the Plaza.

I have inquired with the Brooklyn Borough topography unit and have documents dating back to the late 1800s when the property was turned over to the rail road, suggesting that it eventually became NYCT's. I recently approached DOT about the possibility of making Newkirk Plaza a Pedestrian Plaza under their program, and I was told Newkirk Plaza is owned by the City and leased to the NYCTA. If the property is owned by the City, what agency oversees it? DOT further indicated that they would discuss bringing amenities to the existing space to make it more pedestrian friendly but they would have to bring in TA first to see if that's something they'd entertain and to discuss "*liability & who's responsible.*" That brings us full circle!

Any assistance you can provide in ascertaining jurisdiction so that we can bring events to the plaza, assure maintenance, and address liability concerns would be greatly appreciated.

Thank you very much.

Sincerely,



Shawn Campbell
District Manager

Brooklyn Community Board 14

From: Jonah Rogoff (DCP) [JROGOFF@planning.nyc.gov]
Sent: Friday, August 21, 2015 3:22 PM
To: BK CB 14
Subject: Newkirk Plaza
Attachments: 3-5236-6 - Property Record Card.pdf

Shawn/Irina,

In regards to the ownership question of Newkirk Plaza, I was curious and reached out to DCAS, which maintains property records covering the site.

In case you don't already have this, attached is the property record, which shows that the NYC Transit/MTA owns the entire tax lot and therefore has jurisdiction over the plaza. They told me that this is the official record unless there's some other documented arrangement from the MTA.

I also talked with Phil Montgomery at City Planning in the Technical Review Division (TRD), who works on city mapping applications. As you may know, there's a special ULURP land-use application to map an official city street/public place. Taking this approach, he said that DOT and MTA would both need to be consulted first and then DOT may likely be the applicant in the mapping proposal.

Let me know if you have any questions. Hope this is helpful.

Best,

JONAH ROGOFF
CITY PLANNER

BROOKLYN OFFICE
NYC DEPT. OF CITY PLANNING
16 Court Street, Suite 705 * Brooklyn, NY 11241
718.780.8276 * jrogoff@planning.nyc.gov

*MOU -
DCAS Property recs -*

*City Planning
DCAS
NYCTA*

Fence - gates

file in New York Plaza

130 Livingston Street
Brooklyn, NY 11201

January 27, 1992

Honorable Charles E. Schumer
Member of Congress
1528 Kings Highway
7 Brooklyn, New York 11229

Re: Newkirk Plaza Maintenance

Dear Congressman Schumer:

This is in response to your request that the New York City Transit Authority (TA) and Metropolitan Transportation Authority (MTA) investigate the responsibility for the maintenance and repair of Newkirk Plaza.

At my request, the MTA Real Estate Department conducted a thorough search of MTA, TA and city records to determine the chain of ownership of Newkirk Plaza. MTA Real Estate was able to determine that the Transit Authority is apparently responsible for the maintenance of the east side of Newkirk Plaza, the side that provides through passage from Newkirk Avenue to Foster Avenue. Unfortunately, public records which refer to the west side of the Plaza do not establish a similar responsibility.

This result raises significant policy questions which must be addressed by the Authority. I have asked the Authority's Department of Law and the Departments of Rapid Transit Operations and Engineering and Construction, which would be responsible for any possible maintenance and/or repair, to evaluate this situation. I have also asked that a formal title search be conducted to firmly establish the chain of ownership of the Plaza. This may help to clear up the uncertainty regarding the maintenance question.

Please do not hesitate to contact me if you have any further questions concerning this matter.

Sincerely,

Steven A. Schechter

Steven A. Schechter
Deputy Director
Government Affairs

cc: Chris Boyland
Jack S. Lusk

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Chief Executive Officer

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Alan F. Abner
President

Exhibit B



OFFICE OF THE BROOKLYN BOROUGH PRESIDENT

ERIC L. ADAMS
President

January 29, 2020

Honorable Bill de Blasio
Mayor
City of New York
City Hall
New York, NY 10007

Re: Newkirk Plaza governance resolution

Dear Mayor de Blasio:

We hope this letter finds you well, and Happy New Year.

We are writing to you as we approach the two-year anniversary of a meeting held between New York City and the Metropolitan Transportation Authority (MTA) that was intended to resolve the decades-long disagreement over who is responsible for governing and maintaining Newkirk Plaza, the 119-year old open air plaza.

As a result of this intractable disagreement, concerns regarding maintenance and responsibility of the plaza continue unabated, and a growing rat population, as well as unaddressed street homelessness needs, are posing challenges that business owners, the 70th Precinct of the New York City Police Department (NYPD), and local government entities continue to work together to address.

The lack of clarity around governance of this public space is a detriment to the ability of businesses and community groups to provide additional programming for the community that could also serve as an economic development catalyst for an area that has a higher than average New York City poverty threshold for Community Board 14 (21.5 percent) as compared to Brooklyn (20.9 percent) and New York City (19.8 percent) as a whole.

While we appreciate the offer to have the Street Activity Permit Office (SAPO) begin permitting events, as well as the City's investments, via the New York City Department of Transportation

January 29, 2020
Mayor Bill de Blasio
Re: Newkirk Plaza governance resolution
Page 2

(DOT), to provide beautification and additional trash collection, more needs to be done. SAPO permitting will not solve the broader governance issue and there must be a sustained effort to maintain the Plaza. We believe New York City must take ownership of this issue and address the important quality of life issues facing this historic plaza.

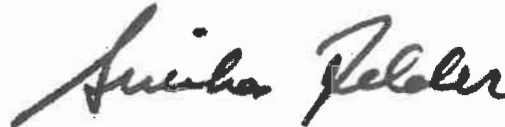
One idea we hope your Administration will reconsider would be for allowing Newkirk Plaza to become a formal participant in the DOT's Pedestrian Plaza Program. Doing so would allow the Plaza to be transformed into a vibrant, social public space, as per the Plaza's stated mission. Given that the NYC Plaza Program is a key part of the City's effort to ensure that all New Yorkers live within a 10-minute walk of quality open space, it would be all the more valued in Community District 14, which ranks 59th of 59 community boards in the percentage of residents within a quarter mile of a park.

Please feel free to contact Brooklyn Borough President Adams' Chief of Staff, Ryan Lynch, at ryanlynch@brooklynbp.nyc.gov or (718) 802-3849, for further correspondence.

Sincerely,



Eric Adams
Brooklyn Borough President



Simcha Felder
State Senator, District 17



Robert Carroll
State Assembly Member, District 44



Shawn Campbell
District Manager
Brooklyn Community Board 14

Robin Redmond
Executive Director
Flatbush Development Corporation

cc. Polly Trottenberg, Commissioner, New York City Department of Transportation

Exhibit C

IMPROVEMENT OF THE BRIGHTON BEACH LINE OF THE BROOKLYN HEIGHTS RAILROAD COMPANY.

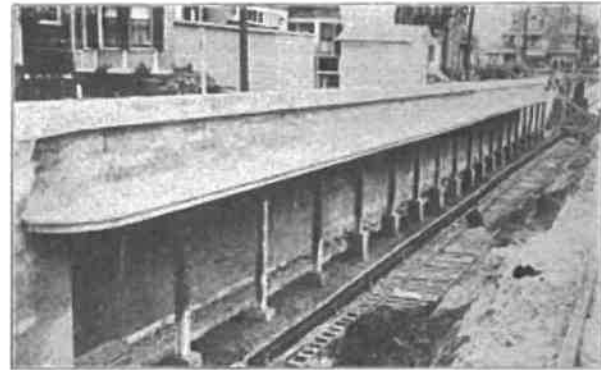
The Brighton Beach division of the Brooklyn Heights Railroad Company is one of the four roads, formerly operated by steam, over which traffic from the street surface and elevated railroads of the Brooklyn Rapid Transit system is now carried to Coney Island and Brighton Beach, and is one of the lines involved in the controversy now in the courts over the proposal to compel the Brooklyn Rapid Transit Com-

pany to provide a clearance of 12 feet. These streets were spanned by through bridges, and a new station was built at Park place. From St. Marks avenue to the junction with the Fulton street line the tracks are laid upon an elevated steel structure, and in harmony with the general purpose of making this a high speed line, it is proposed by the railroad company to straighten this line by the elimination of a bad reverse curve and establishing a solid embankment held by retaining walls. The work on Section 1 is completed.

The new work to which special attention is now directed



Brighton Beach Line—Retaining Wall, Showing Manhole Opening and Seat for Street-Crossing Bridge.



Brighton Beach Line—Local Station Platform Showing Reinforced Canopy and Concrete Protection Around Column Bases.

pany to carry passengers to the beach resorts for a 5-cent instead of a 10-cent fare.

When this road was operated by steam it was a double-track line, extending from Atlantic avenue to Brighton Beach. The road was built on private right of way on a level with the country through which it passed, except for the first two miles from Atlantic avenue, which was an open cut. This line formerly made connection with the Long Island Railroad, and its trains were operated into the Long Island terminal. After enduring various vicissitudes the line became identified, in 1898, with the Brooklyn Rapid Transit system. Connection was made by an incline and elevated

is that comprised in Sections 2 and 3. Section 2 is a cut 6,400 feet in length, extending from a point about 200 feet south of Church street to Flak terrace, near Avenue H. From this point the line reaches an embankment by a grade of 1.829 per cent, and extends on this fill to Coney Island avenue near the Brighton Beach resorts. That portion of the work represented by the fill is designated Section 3, and is 19,600 feet long. From Church street to the end of the improvement at Brighton Beach, through the cut and on the fill, it is proposed to make the road a four-track line, the two outer tracks to be used for local, and the two inside tracks for express traffic. All of this work is undertaken under the



Brighton Beach Line—Method of Excavating for Trench Showing Temporary Supports for Brick Building and Derrick for Handling Earth.



Brighton Beach Line—Trench Excavation for Foster Avenue Sewer Showing Track Supporting Beams before Placing.

structure with the Fulton street line and the line was equipped for electrical operation.

Scope of Improvements.

The necessity of eliminating crossings at grade has led to a radical reconstruction of the entire line, including a complete change of profile. For convenience the work has been divided into three sections. Section 1, extending from St. Marks avenue to Sterling place, involved the eliminating of two street crossings at grade by the elevation of the track upon a solid embankment, and the depression of the streets

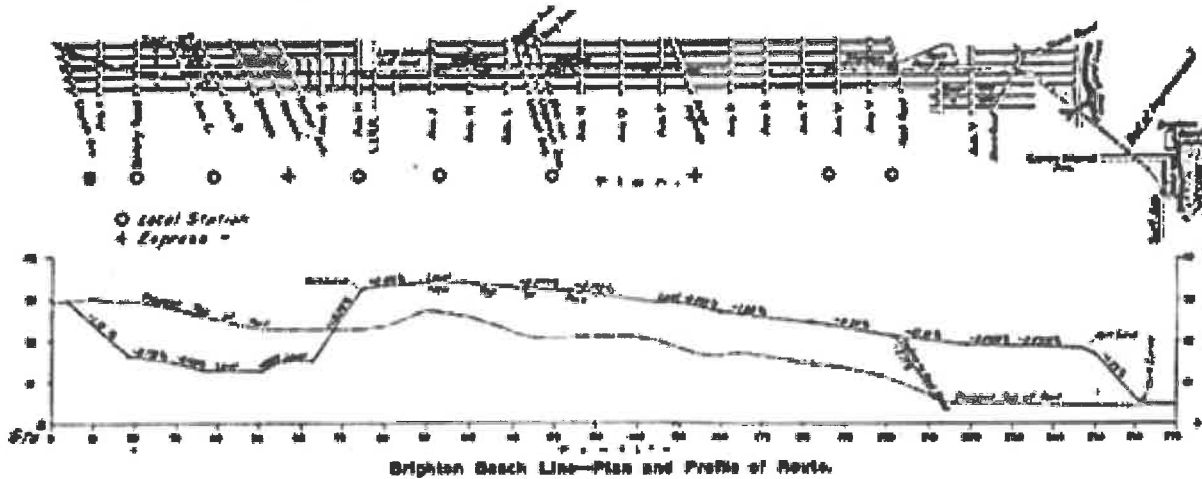
grade crossing laws of the state of New York, and is under the active supervision of the Brooklyn Grade Crossing Commission, of which Mr. John H. Dwyer is chief engineer and Mr. Harry B. Snell is principal assistant engineer. Through their courtesy and with the co-operation of the Brooklyn Rapid Transit Company we are able to present herewith drawings and photographs illustrating some of the interesting features of this work.

That portion of the improvement comprising the subway presents some aspects of unusual interest. The problem con-

fronting the engineers had three prominent difficulties. It was necessary to make the cut deep enough to allow the sewer streets to be carried over on through bridges of solid foot construction, and at the same time to allow sufficient clearance for the cars. The second difficulty lay in the fact that it was impracticable to go too deep, on account of the impossibility of securing proper drainage, the topography of

these a 24-inch pipe to a point midway between Avenue D and Ditmars avenue, and two 24-inch pipes from that point to the 36-inch brick sewer, built in Newkirk avenue, with a similar longitudinal drain from the other direction. Into this system empty 11 transverse drains at designated points.

The difficulty due to the narrowness of the right of way

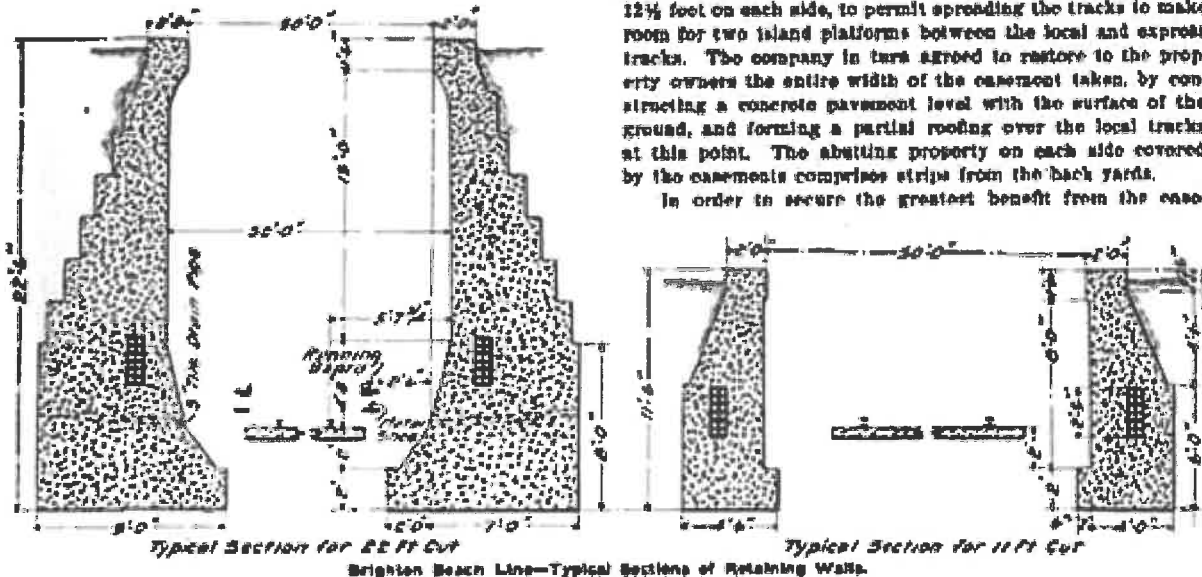


the surrounding country being such that only with great difficulty could sufficient fall be secured to permit the water from the drainage system in the cut to empty into the city sewer system. The third difficulty was the necessity of building a four-track line with express and local stations within the narrow right of way, which was originally 50 feet over the greater portion of the district.

A solution of the drainage problem was reached only by

was obviated by an agreement with the abutting property owners by which, in consideration of the company's willingness to expend the necessary funds for an open cut subway, the property owners agreed to give them an easement of approximately 7 feet on each side of the right of way, in which to build the retaining walls. At the express station point in the subway, that is between Newkirk avenue and Foster avenue, an agreement was reached whereby the company secured an additional easement from the property owners of 12½ feet on each side, to permit spreading the tracks to make room for two island platforms between the local and express tracks. The company in turn agreed to restore to the property owners the entire width of the easement taken, by constructing a concrete pavement level with the surface of the ground, and forming a partial roofing over the local tracks at this point. The abutting property on each side covered by the easements comprises strips from the back yards.

In order to secure the greatest benefit from the easement



the construction of a new sewer down Newkirk avenue, a distance of three-quarters of a mile, and thence down Rogers avenue for a distance of 1,500 feet to a connection with the city sewer at Avenue F, including a revision of the city sewer in Avenue F for a certain distance. The drainage system in the cut consists of a 36-inch longitudinal pipe from Alhambra road to Beverly road, an 18-inch pipe from a point midway between Beverly road and Avenue C, and

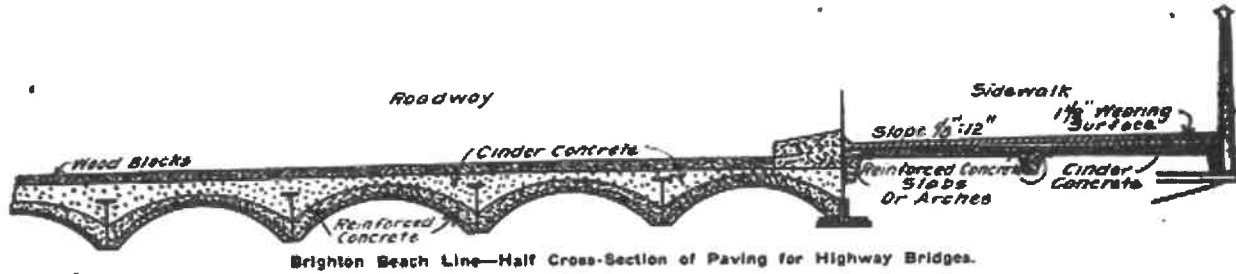
ments granted, the retaining walls, which have a width at the base of 7 feet 6 inches to 8 feet 3 inches, and an average height of 12 feet 9 inches, are built with concave surfaces, sufficiently recessed to add about 12 inches clearance from the railroad's original right of way line, thus giving the cars a total clearance of 3½ feet. The walls consist for the most part of plain concrete, with reinforcement at special points where it is needed. They are stepped up at the back to a

width of 2 feet at the top, so that with the back-filling replaced the actual width of easement used, from the right of way line, is 2 feet between stations. The walls are provided with manholes, 400 feet apart, and have been provided with vitrified clay conduits aggregating 2 feet 5 inches high by 9 1/4 inches wide. The walls are surmounted by a picket fence 5 feet high.

Stations in Open Cut.

In the open cut there are local stations at Beverly road and Avenue C. These are of decidedly novel design, each

in building the retaining wall, by reason of the close proximity of adjoining buildings to the right of way line. It was necessary to shore up the structures, and in one instance the building wall was given a foundation on the retaining wall. Dirt was then excavated for a sufficient width to make room for one track and operation will be continued on this track while the remaining excavation is in progress. This excavation will be preceded by the construction of a trench, and the building of the east retaining wall in a manner similar to that in which the work on the west side was done.



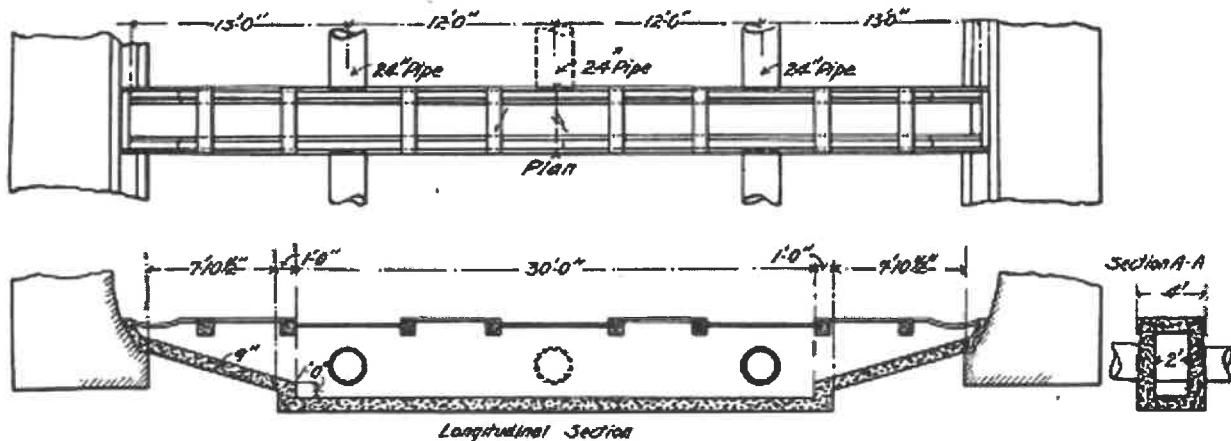
consisting of a recess in the retaining wall, made without increasing the width of the easement. These stations are 300 feet in length, and have concrete platforms 8 feet wide. At the points where the wall space is occupied by a local station, the construction of the wall is varied to suit the occasion, being built as a straight wall 2 feet 2 inches thick, with a base to the height of the station platform 4 feet 5 1/4 inches wide, and having a reinforced concrete canopy supported by structural steel posts resting on concrete foundations, spaced 12 feet on centers. These platforms extend into the wall 5 feet 8 1/4 inches from the right of way line, and project, as do the canopies over them, 2 feet 5 1/4 inches, to serve the local tracks.

Methods Used for Open Cut Work.

The contract for the open cut work was awarded to Mr. Charles Cranford, who also contracted to make the fill as far

The excavation will then proceed by the agency of a steam shovel, having a switch track on either side of it, the two converging immediately behind the shovel into a single contractor's track in the bottom of this cut. This arrangement will enable the contractor to load earth into a car on one side of the steam shovel while the car on the other side is being switched out and replaced by an empty. The operating tracks, when finally laid, will be placed 12 feet apart, center to center. The roadbed will be of standard type, with cinder

and. One of the interesting features of the work in the cut developed at Foster avenue, where the grade line intercepted the upper part of a city sewer of brick, having an inside diameter of 10 feet. It was necessary to reconstruct this sewer. The sewer was demolished to the level of the normal flow, and was then rebuilt with concrete, the original base



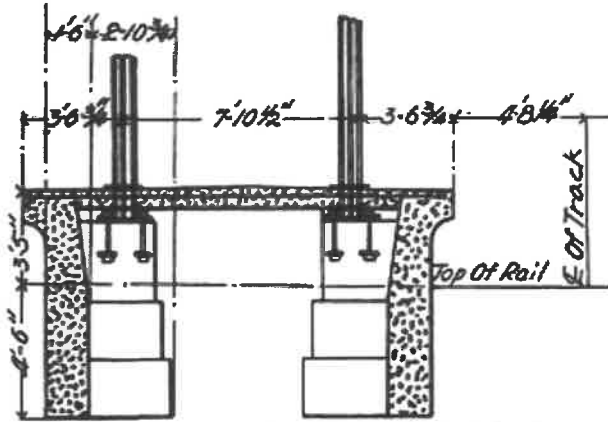
as that could be done by using the earth excavated from the cut, which is about to Avenue O. Mr. Cranford also builds the bridge abutments to Avenue O. The difficulties of the contractor were increased by the fact that it was necessary for the company to continue the operation of trains while the work was in progress. To accomplish this permission was obtained from the property owners to operate over the easement and the tracks shifted to permit the work to proceed. A trench was then dug along the west right of way line and the retaining wall constructed before attempting to excavate with the steam shovel.

At two or three points special difficulty was encountered

being maintained, and a 4-inch brick lining being continued up to a height of 3 feet above the normal flow. It was widened and flattened. In order not to reduce the capacity of the sewer, the latter though reduced in height about 3 feet was widened to 14 feet 6 inches, and provided with an outside concrete wall 3 feet thick. The sewer was capped with a reinforced concrete top, the reinforcement consisting of 1-inch rods 19 feet long, spaced 6 inches on centers, and was further reinforced under each retaining wall by six 2 1/2-inch 65-pound I-beams 19 feet 6 inches long, spaced 12 inches on centers, and also by additional I-beams under the abutment. In order to secure the full benefit of the headway

gained by lowering the top of the sewer, a special form of structural steel gutter for carrying the rails was sunk in the concrete, thus bringing the top of the rail flush with the top of the concrete covering the sewer.

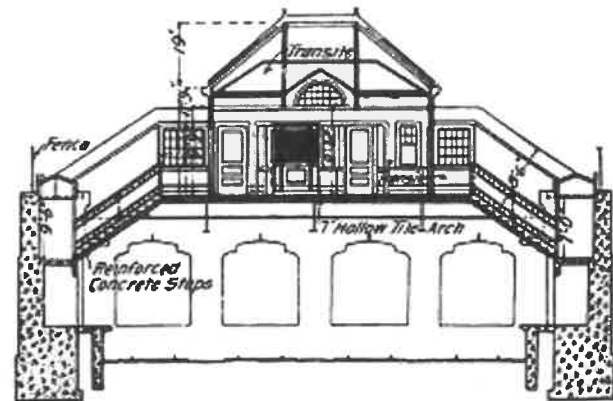
Both the local and express stations will span the cut. As shown in one of the illustrations, these stations are of fireproof construction, employing transits for wall panels. Each station comprises a waiting room 26 feet by 24 feet 9 inches in extreme dimensions. Entrance and exit is had through doors at the street level. From the waiting room



Brighton Beach Line—Cross-Section of Island Platform.

the concrete abutment. The right of way on the embankment section is in most places sufficiently wide to make it unnecessary to build retaining walls, except at express stations where it is necessary to make room for the island platforms by increasing the track room.

Concrete and steel work are employed in an interesting way at Neck road, Shore road and Neptune avenue. At Neck road an incline is provided by means of which one track leaves the embankment on the west side and passes under the Brighton Beach line and the Long Island Railroad, and one leaves on the east side making a double-track incline to the



Brighton Beach Line—Typical Local Station over Tracks in Cut.

concrete steel stairways lead to the local platforms on each side. At express stations these stairways will be located in the central portion of the building, so as to reach the island platforms.

Grade Elevation.

That portion of the grade elimination which was accomplished by the earth fill, and by carrying the track over the streets on through girder bridges is notable in the amount of concrete abutment work provided. This feature is especially emphasized by the fact that in the elimination of

Sheepshead Bay racetrack. At Shore road there are special abutments for the long skew bridge, crossing both Shore road and East Fifteenth street at the point where the tracks curve to the west, and where the express station platforms also make it necessary to increase the width of the track space by special retaining walls. The necessity of crossing Neptune avenue at the point where the latter crosses a branch of Coney Island creek, make necessary an elevated steel structure about 500 feet long, resting on concrete piers, having a pile foundation. This viaduct will extend over East



Brighton Beach Line—Reconstructed Sewer at Foster Avenue.

grades on the Bay Ridge line of the Long Island Railroad the tracks of the latter will be shifted somewhat from their present position, and made to parallel closely the Brighton Beach line on an adjoining embankment, and concrete abutments, being in harmony with those built by the Brooklyn Heights Railroad Company, will appear to be a continuation of the latter. During the process of construction the tracks will be carried over the streets on temporary wooden bridges, which will be replaced with steel girder structures. The stations on the embankment section will also be entered from the street level, and the island platforms will be reached by stairways, leading directly up to them. The station at King's Highway is built under the tracks in the form of a recess in

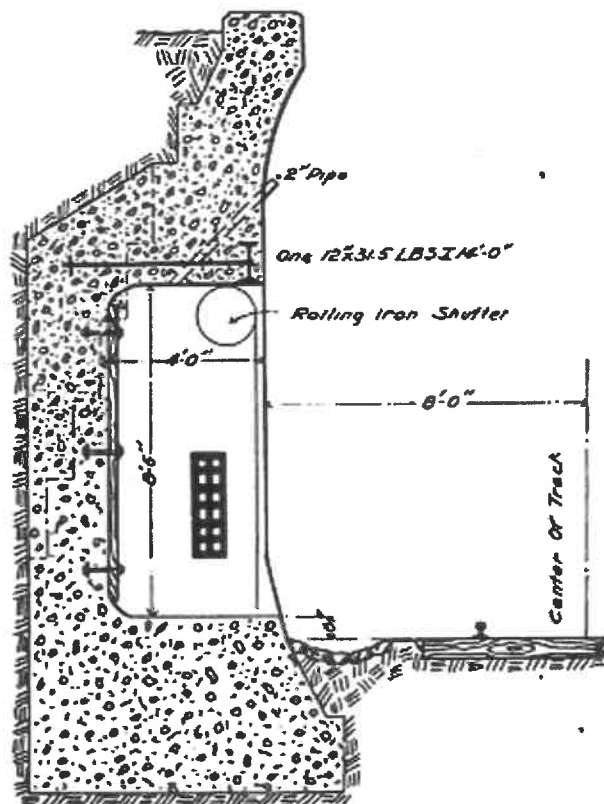
Twelfth street, Neptune avenue and the boulevard to a point about 350 feet south of Neptune avenue.

At a point near Avenue H, where the Brighton Beach line has heretofore passed underneath the Long Island Railroad this condition will be reversed and the Brighton Beach line will pass above the Long Island. During the progress of the work on the embankment section of the Brighton Beach road the trains of the latter are being detoured from a point near Avenue H over the Long Island tracks to Brighton Beach.

Waterproofing.

The waterproofing of the concrete work on the Brighton Beach improvement is of especial interest, owing to the great

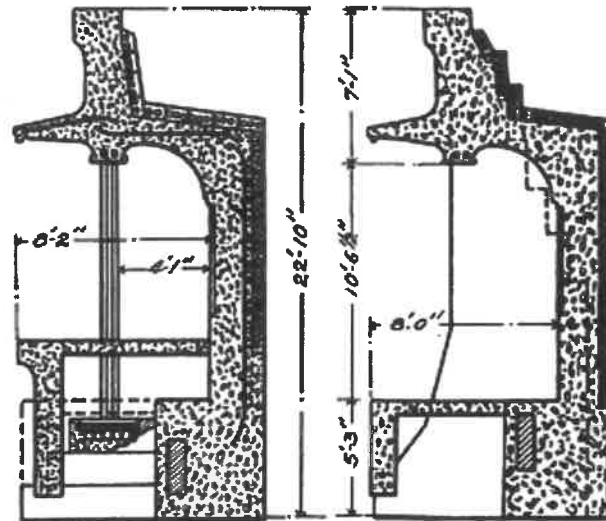
amount of concrete used. The specifications provide that at stations on the depressed section, the back of walls in the rear of platforms, the station canopies and parapet wall on the station canopies and bridge abutments shall be waterproofed as follows: After the excavation for the retaining walls is made, the contractor will erect a back wall of hollow brick, one brick thick, for the length of the section to be waterproofed. The inner face of this brick wall will be swabbed over with hot, melted "medium hard" coal tar pitch, of a somewhat softer grade than used for roofing purposes, or such as will soften at a temperature of 60 degrees F. and melt at a temperature of 100 degrees F., being a grade of pitch in which distillate oils, distilled therefrom, shall have a specific gravity of 1.105. This pitch will be swabbed over the surface of the brick wall until it has a uniform thickness over each part of not less than $\frac{1}{8}$ -inch. Against this will be laid a covering of single-ply waterproof Hydrex felt, supplied by the Hydrex Felt & Engineering Company, with the stripes running vertically, each strip to be continuous from the top to the bottom of the wall, and with a lap of at least 12 inches. Immediately after laying the first layer of felt there will be again mopped or swabbed over the surface another uniform coating of hot pitch, and while the latter is still hot and soft a second layer of felt will be rolled and pressed into the pitch coating, with joints lapping and breaking joints with the first layer of felt. The whole will



Brighton Beach Line—Standard Manhole in Retaining Wall.

then be finished with a third coating of pitch. In front of this waterproof wall the concrete wall will be constructed, special care being taken not to puncture or otherwise injure the waterproofing in ramming the concrete against the waterproofing wall. When the concrete wall and canopy with coping wall have been constructed, there will be spread a coating of hot pitch on the upper surface of the canopy and the rear surface of the coping wall. On this layer of hot pitch will be laid a layer of felt, as specified for the ver-

tical wall, well lapped over the back waterproofing wall. On this Hydrex felt will be swabbed a second layer of asphalt, into which will be rolled and pressed a second layer of felt well lapped over the rear waterproofing wall and breaking joints with the first layer of felt. On this a third coat of hot pitch will be evenly spread. The felt waterproofing of the coping wall on the canopy will be flashed into the coping.



Brighton Beach Line—Sections through Local Station Platforms.

One inch of Portland cement mortar will then be plastered with plasterer's trowel over this completed waterproofing to protect it from injury from the backfilling.

The contract for the steel work on both the depressed and elevated section was awarded to Milliken Brothers, of New York City. On the section below Avenue O the Brooklyn Heights Railroad Company undertook the work at unit prices for concrete excavation and fill at a maximum rate per yard. The contractor for the excavation and piling at Neptune avenue is Mr. Bolt Cronin. The fill is being furnished by Mr. W. H. Gallagan from the adjoining Bay Ridge improvement of the Long Island.

A Railroad Defined.

What is a railroad? The Century Dictionary defines it as "A road upon which are laid one or more lines of rails to guide and facilitate the movement of vehicles designed to transport passengers, freight, or both."

That is a good, broad description and will doubtless satisfy American engineers. On the other side of the water, however, the definitions built by irresponsible and unlicensed dictionary makers are not sufficient. The supreme court of Germany lately gave an official definition of the word "railroad," which is quoted in full by our German contemporary, "Stahl und Eisen," with an appreciative reference to its clearness and terseness.

As some of our readers may be interested to see what a railroad looks like to the official German mind, we have been at the pains to translate this definition into English, giving as nearly a literal rendering as is possible. The result follows:

"A railway is an enterprise projected for the repeated carriage of persons or things over not inconsiderable distances on metallic base which in point of consistence, construction and evenness is designed to make possible the transportation of large masses or a relatively high speed of transit, and which through this characteristic, combined with the associated motive power (steam, electricity, animal or human muscle power, or in a railway of inclined surface the mere weight of transportation elements and loading, etc.) is enabled, in the operation of the enterprise upon it, to produce a relatively tremendous effect, according to circumstances a useful effect as intended or one destructive to life and injurious to health."

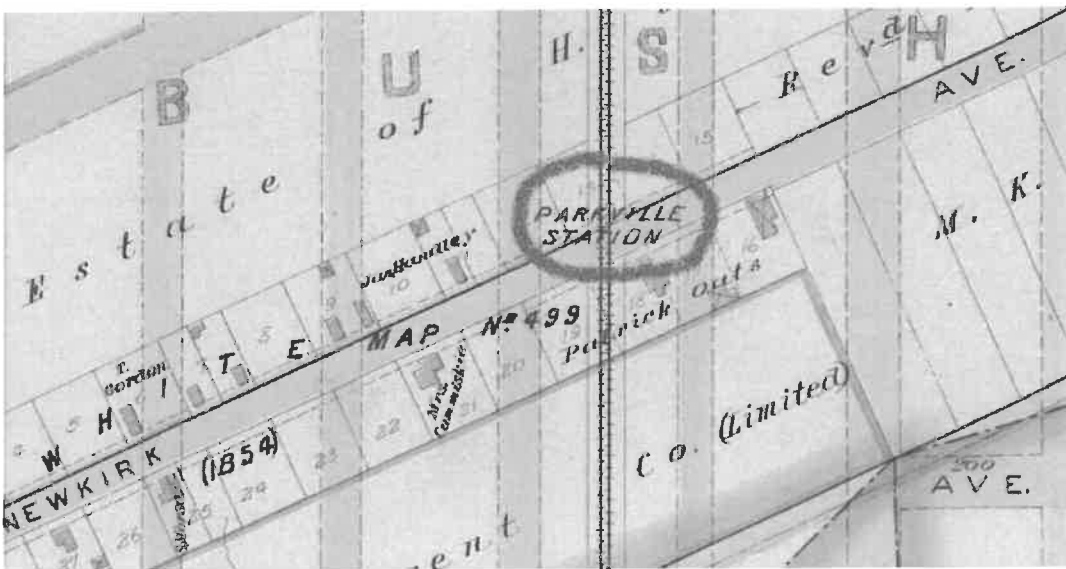
We guarantee that no clearness has been sacrificed in making the translation, and that at the same time the above rendering maintains all the conciseness of the original. The English sentence contains 113 words, as against 115 in the German original.—Engineering News.

Exhibit D



2008 Cortelyou Road stationhouse. Thanks, SubwayNut.com!

NEWKIRK PLAZA



1890 Insurance map shows Parkville station on the Brighton line at Newkirk Avenue.

This location was one of the original stops for the Brighton locomotives in 1878. Why? Because there were **paying customers** in a nearby village to the west, first called Greenfield and you can read a lot about its origin in a recent brilliant monograph but for now, let's just point out that by the 1870's the village had adopted the new name of its local post office, Parkville (to cut down on misdeliveries?). And so the Brighton way station here in 1878 was called Parkville. That name lasted only until the Germania Real Estate & Improvement Company,

Exhibit E

containing therefrom three hundred and fifty two feet more
added to the place of beginning containing from the
and five thousandths of an acre being a strip of land
fifty feet in width on the farm or land shown on the
amended map of the lots of the Flatbush and Coney
Island Park and Consume Railroad Company filed in
the office of the Register of the County of Kings on
20th of January 1877 together with the said
said Appurtenances thenceforth belonging and all the
right title and interest of the said party of the first
part and to the same to the intent that the said
said party of the second part be discharged from the said party
and that the use of the lands in the said part
said specified may remain to the said party of the
first part as heretofore to have and to hold the land
and premises hereby released and conveyed to the said
party of the second part her heirs and assigns to be
used their own proper use benefit and behoof forever
free from and discharged of and from all tax and
charges under and by virtue of the Indenture of Mortgage
referred. On witness whereof the said party of the
first part hath hereunto set his hand and seal the day
and year first above written Adelia M. Ross
of the County of Queens & Richmond (L.I.)
Sealed and delivered in the presence of N. H. Clement
State of New York On this 13th day of March 1877
County of Kings personally appeared before me Adelia
M. Ross daughter of Boston & Hammond deceased to me
personally known and to me known to be the individual
described in and who executed foregoing instrument and
acknowledged to me that she executed the same for
the uses and purposes therein mentioned

N. H. Clement Notary Public Kings County
Recorded March 30th 1877 at 55 Nassau Street 10 am
L 1311 CP 257

This Indenture made the Eleventh day of
March in the year of our Lord one thousand eight hundred
and seventy eight Between Katie Hagerty of the City
of Brooklyn County of Kings and State of New York party
of the first part and The Brooklyn Flatbush and
Coney Island Railway Company of the County and
State aforesaid party of the second part Witnesseth that
the said party of the first part for and in consideration
of the sum of One thousand dollars Lawful
money of the United States of America to her in hand
paid by the said party of the second part at or to
have the same and delivery of Cash present

parties of the second part their successors present
 released and discharged from the same by these fees
 into hath granted bargained sold aliened devised in-
 leased conveyed and confirmed and by these presents
 doth grant bargain sell alien reserve release convey
 and confirm unto the said parties of the second
 part and to their successors and assigns for ever
 All that certain piece or parcel of land situated
 lying and being in the Town of Northwell in the
 County of Kings and State of New York bounded and
 described as follows to wit: Beginning at a point
 on the Southern line or side of land now or late
 of Joseph Stearns at a point distant Eleven hundred
 and ninety six ⁷/₁₀ feet West by from Ocean Avenue
 thence running West by along the East mentioned land
 Fifty four ⁷/₁₀ feet thence running North by on a
 line parallel with Ocean Avenue aforesaid and dis-
 tant Three hundred and forty six ⁷/₁₀ feet West by
 a line of three hundred and fifty four feet to land
 now or late of John A. Galt thence running East by
 along said last mentioned land Fifty four ⁷/₁₀ feet
 thence running North by on a line parallel with
 Ocean Avenue aforesaid and distant hundred and
 ninety six ⁷/₁₀ feet West by thence three hundred
 and fifty two feet more or less to the place of be-
 ginning. Containing Four hundred and four three-
 and ten of an acre being a strip of land fifty feet
 in width at the corner of land shown in the unind-
 ed map of record of the State and County of
 Kings and Company's road Company filed in
 the office of the Register of the County of Kings on
 the 24th of January 1877. Together with all and
 singular the tenements hereditaments and appur-
 tenances thereto belonging or in any wise apper-
 taining and the reversion and reversion's remainder
 and remainders usufructs and profits there of
 And also all the estate right title interest property
 possession claim and demand whatsoever as well in
 law as in equity of the said party of the first
 part or of and to the same and every part and
 parcel thereof with the appurtenances To have and
 to hold the same granted bargained and described
 premises with the appurtenances unto the said par-
 ties of the second part their successors and assigns
 or their own proper use benefit and behoof upon
 the same terms and terms as if the same were
 and were taken by proceedings at law through Com-
 mon-law under and by virtue of the general railroad

the second part their successors and assigns against the said party of the first part and her heirs and assigns all and every person and persons whomsoever lawfully claiming or to claim the same shall and well warrant and by these presents forever defend. In Witness whereof the said party of the first part hath hereunto set her hand and seal the day and year first above written. Kate Nagarty (Es)

State of New York }
County of Kings } On this 11th day of March in the year of our Lord one thousand eight hundred and seventy eight before me personally came Kate Nagarty to me personally known and known to me to be the individual described in and who executed the foregoing Conveyance and who acknowledges to me that she executed the same. N. H. Clement Notary Public Kings County.

Recorded March 30. 1878 @ 11 am

This Indenture made the Eighteenth day of July in the year one thousand eight hundred and seventy seven Between THOMAS TERRY of the City of Brooklyn County of Kings and State of New York party of the first part and WILLIAM H. TERRY of the same place of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of one dollar lawful money of the United States of America to him in hand paid by the said party of the second part at or before the executing and delivery of these presents his receipt whereof is hereby acknowledged hath granted bargained sold aliened conveyed released conveyed and confirmed and by these presents doth grant bargain sell alien release convey and confirm unto the said party of the second part and to his heirs and assigns forever All that certain lot piece or parcel of land and building thereon erected situate lying and being in the fifteenth ward of the City of Brooklyn and bounded and descanted as follows viz. Beginning at a point on the West side of Leonard street distant Forty feet Northward from the corner formed by the intersection of the North side of Lewis street with the West side of Leonard street running thence Westward and parallel with Powers street fifty feet thence running Northward and parallel with Leonard street Twenty feet thence running Eastward and parallel with Powers street fifty feet to

George Soll, Esq. Stated and returned in the
 County of Edmund, Virginia State of New York
 County of Kings in the month day of October
 in the year of our Lord one thousand eight
 hundred and twenty four before me Joseph
 Bramm John W. Carby and James B. Worries
 David Isaac W. D. Worries and Robert C. Worries and
 Isabella his wife and George Soll and Phila C
 Soll in wife to one person to be the individual
 who in and who executed the within Commission
 and acknowledged that they executed the same and
 the said Isabella Worries and Phila C Soll as
 a private Commission separate and apart from
 her husband acknowledged that they executed the
 same freely and without any fear or compulsion
 of their said husband Edmund Williams of the
 County of Kings in the State of New York

This Indenture was the Twenty sixth
 day of October in the year one thousand eight
 hundred and twenty seven between Peter H
 Lott of the County of Stafford in the County of
 Kings and State of New York Comoros at law
 and William L. in wife of the first
 part and The Brotherhood of George
 Peck and Richard Company a corporation created
 under the laws of the State of New York party
 the second part Whereas the said first party
 the first part for and in consideration of the sum
 of Five thousand five hundred and one dollar
 well known of the United States of America
 to have and to hold unto the said first party
 the second part all or upon the contrary and charge
 of their heirs the receipt of a sum of money
 to be paid unto the said first party of the
 part of the second part the receipt of a sum of money
 from the said first party and discharged from the said
 of the second part have granted bargained sold
 aliened conveyed allowed confirmed and confirmed
 and of the said first party to grant bargain
 sell convey alien confirm and confirm with
 the said first party the said first party as it is
 contained here and herein shown All the
 within premises except of land partly held and
 partly mortgaged to the said first party and George
 Peck and Richard Company of the County of
 Stafford in the State of New York and the
 said first party in the County of Stafford in the
 State of New York

Benjamin and the other parties with an appointment
 made in and part of the second part of the instrument
 then annexed to the said instrument in the one copy
 sent before the same time and then as if
 the same was taken into and of record of legal test
 and copy thereof Commission under the general seal
 of said State shall be read John A. Sale for him
 self the true Executor and Administrator of the
 Personal Estate and sign to and with in and
 copy of the second part of the instrument and assign
 to the said John A. Sale at the time of the
 reading and delivery of these presents as lawfully
 seized in his own right of a good absolute and
 indefeasible estate of inheritance in the premises
 which in all and singular the above premises he
 should and should do in conformity with the appointment
 made in and part of the first part of the instrument
 and the said John A. Sale and the said Benjamin and the
 said Thomas and from before said shall read the
 second part of the instrument and the annexed and
 assign shall and may at all times through present
 and jointly these heirs and assigns forever and
 enjoy the same granted premises and every part
 and parcel thereof with the appurtenances touching
 any and every part of the premises or any part
 of the said premises of the first part then here
 or hereafter or of any other person or persons
 lawfully claiming to claim the same shall be
 the same now and for ever discharged and
 Committed of and from all forms and other goods
 bills charges debts judgments taxes assessments
 and incumbrances of what nature and kind soever
 shall arise out of the said part of the first part
 and that they have and all and every other person
 person whatever lawfully or equitably claiming any
 interest in the title or interest of or in or to the same
 before granted premises by force and violence
 or otherwise shall and will at any time or times
 hereafter upon the premises aforesaid and of the
 premises Court and Chancery in the law of the said
 part of the second part in any cause and assign
 and at and with or cause to procure to be
 made here and there at and every such
 Court and Chancery had necessary and
 reasonable expenses in the law for the
 same and more especially relating and concerning
 the premises hereby intended to be granted in and
 the same lawfully and lawfully

and assigns from and by the said party of the second part
 do covenant to assign to or to the said second part
 the same shall be generally deemed advised or assigned
 And the said John A. Selt and his heirs the same
 Accepted and fully granted and released from
 And every part and place they with the appointment
 made in said party of the second part do covenant to
 become against the said party of the first part their heirs
 and assigns all and every person or persons whomsoever
 claiming to be claim the same shall and will defend
 and if they should force defend the same whereby the
 said party of the first part have incurred or shall
 incur costs in this and your first above written
 Deed and delivery in the name of John A. Selt
 of John J. Selt State of New York William S. Selt
 County of Westchester the County Clerk of Westchester
 County of the said State of New York and legal counsel
 and every person before me personally came John A.
 Selt and William S. Selt to me to witness to be the
 individuals described in said deed and to be the
 same as they generally acknowledged that they executed the
 same and the said William S. Selt a single person
 some separate and apart from his said husband further
 acknowledged to me that she executed the same free and
 without any fear or compulsion of or from her said
 husband. John J. Selt Notary Public for Westchester
 Recorded April 4 1878 at 2 P.M.

This Indenture made the 11th day of
 October in the year one thousand eight hundred
 and seventy eight between John H. Brett of the
 County of Westchester in the County of Westchester and State
 of New York Commissioner of the New York and Northern
 State of New York of the first part and The Brooklyn
 Streetcar and Ferry Lines Railway Company
 a Corporation created by and under the laws of
 the State of New York party of the second part
 that the said party of the first part for and in
 consideration of the sum of One thousand and
 Sixty five Dollars to them in hand paid by the
 said party of the second part at or before the
 making hereof the receipt of which is hereby
 hereby acknowledged have granted bargained
 sold aliened conveyed released exchanged and con-
 ferred and of their power do grant bargain
 sell alien convey release exchange assign and

Exhibit F



FINANCE
NEW YORK
MARTHA E. STARR
COMMISSIONER

NYC Digital Tax Map

Effective Date : 12-06-2008 17:13:36

End Date : Current

Brooklyn Block: 5236

Legend

- Streets
- Miscellaneous Text
- Lot Area
- Boundary Points
- Block Polygon
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Block Polygon
- Condo Number
- Tax Block Polygon

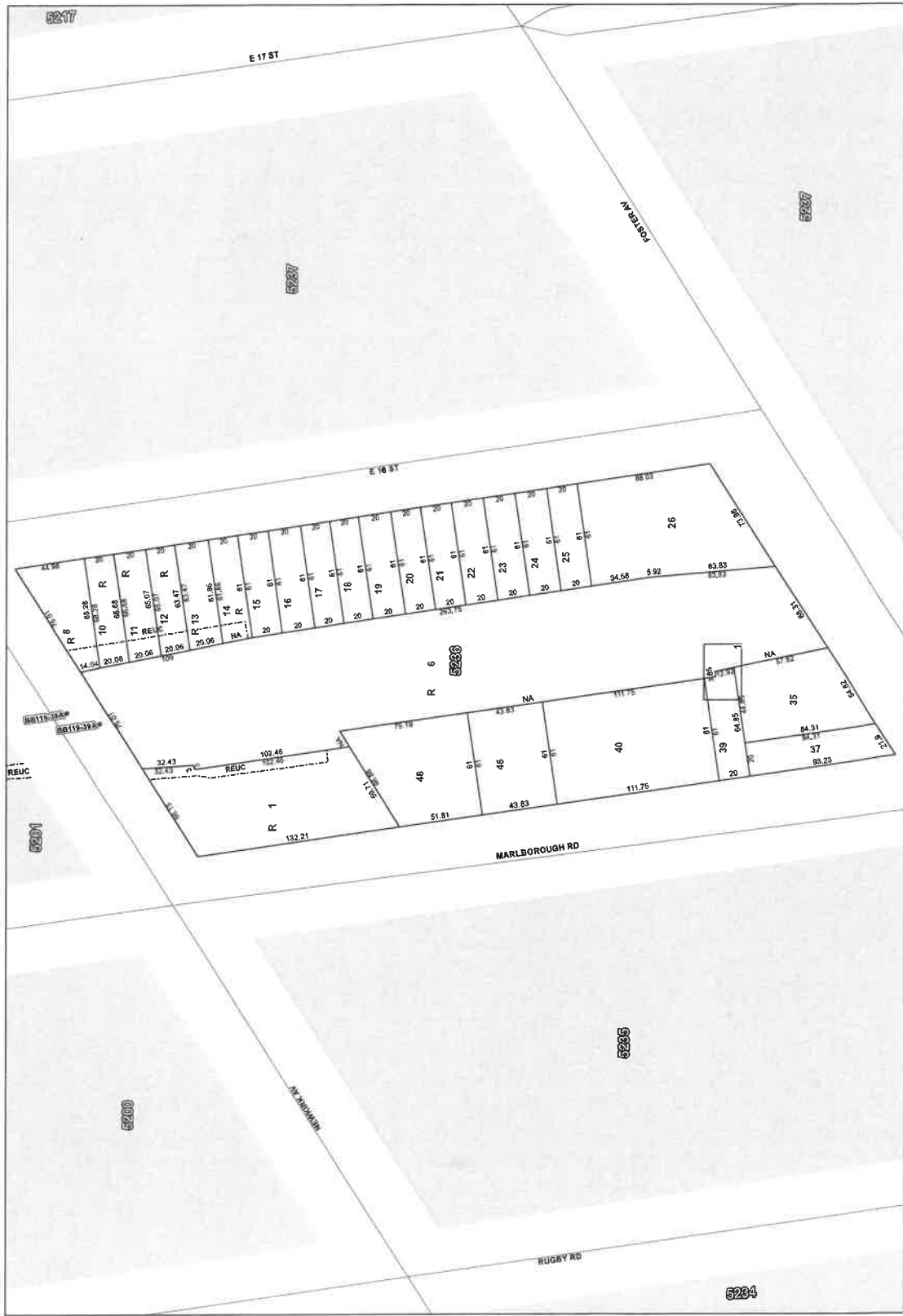


Exhibit G

Samuel McKim C. E. are more particularly bounded and described as follows: BEGINNING at a point on the northerly side of Vanderbilt Street, as laid down on said map, distant one hundred thirty-five and fifty-six one-hundredths (135-56/100) feet easterly from the north-easterly corner of Vanderbilt Street and Gravesend Avenue, as laid down on said map; running thence northerly at right angles to said Vanderbilt Street, one hundred fifty (150) feet; thence easterly parallel with said Vanderbilt Street, Eighteen (18) feet, nine (9) inches; thence southerly again at right angles to said Vanderbilt Street, and part of the distance through a party-wall, one hundred fifty (150) feet to the northerly side of said Vanderbilt Street, and thence westerly along the same eighteen (18) feet nine (9) inches to the point of beginning.

TOGETHER with all the right, title and interest of the parties of the first part of, in and to said Vanderbilt Street in front of and adjoining said premises to the centre line of said Street. TOGETHER with the appurtenances, and all the estate and rights of the said parties of the first part in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs and assigns forever, subject to a mortgage for \$2500. made to Home Title Insurance Company of New York. And the said Christian Mergansen, one of the parties of the first part, doth covenant with the said party of the second part, as follows: FIRST: That said Christian Mergansen, one of the parties of the first part is and of the said premises in fee simple, and has good right to convey the same. SECOND: That the party of the second part shall quietly enjoy the said premises. THIRD: That the said premises are free from incumbrances, except as aforesaid. FOURTH: That said Christian Mergansen, one of the parties of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH: That said Christian Mergansen, one of the parties of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written: Christian Mergansen, (18.) Karen Mergansen, (18a) In the presence of Dwight Constock. State of New York, City of New York, County of Kings, SS: On this 15th day of November, in the year nineteen hundred and six, (1906), before me the undersigned, personally by name, Christian Mergansen, and Karen Mergansen, his wife, to me personally known and known to me to be the individuals described in and who executed the foregoing instrument, and severally acknowledged to me that they had executed the same. Dwight Constock, Commissioner of Deeds, City of New York, residing in the Borough of Brooklyn.

THE LAND affected by this instrument lies in Section 16 in Block 5264 on the land map of the County of Kings. Recorded Nov. 16, 1906, at 42 Min. past 12 P. M. Return to Home Title Insurance Company of New York, 375 Jay Street, Brooklyn, N. Y.

L 50 CP 316 SPC 16

[Handwritten signature]

THIS INDENTURE, made this 9th day of March, in the year One thousand nine hundred and six, BETWEEN THE GREATEN NEW YORK IMPROVEMENT COMPANY, domestic Corporation, duly organized under the laws of the State of New York, hereinafter called the party of the first part, and the BROOKLYN UNION ELEVATOR RAILROAD COMPANY, a Corporation duly organized under and existing under and according to the Laws of the State of New York, its successors and assigns, hereinafter called the party of the second part. WITNESSETH: That the party of the

first part for and in consideration of the sum of One dollar in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, and for and in consideration of the faithful performance of the conditions and covenants hereinafter enumerated by the said party of the second part, does hereby grant, bargain, sell and release unto the said party of the first part, its successors and assigns forever, ALL that piece, parcel or strip of land, situated, in the County of Kings, City and State of New York, bounded and described as follows: BEGINNING at a point on the northerly side of Foster Avenue, where the same is intersected by the westerly right of way line of the Brighton Beach Railroad, which said point is distant seventy-five (75) feet measured at right angles easterly from the easterly side of East Fifteenth Street, running thence westerly along said northerly line of Foster Avenue, five (5) feet, four and three-quarter (4-3/4) inches; thence northwesterly fifty-seven (57) feet, seven and one-half (7-1/2) inches to a point distant sixty-four (64) feet, ten and one-quarter (10-1/4) inches at right angles 90° easterly from the easterly side of East Fifteenth Street; thence northerly and parallel with East Fifteenth Street at a distance of sixty-four (64) feet, ten and one-quarter (10-1/4) inches measured at right angles 90° easterly from the easterly side thereof, seventeen (17) feet, six (6) inches; thence westerly and at right angles to East Fifteenth Street, three (3) feet, ten and one-quarter (10-1/4) inches to a point distant sixty-one (61) feet, at right angles 90° easterly from the easterly side of East Fifteenth Street; thence northerly and parallel with East Fifteenth Street, at a distance of sixty-one (61) feet measured at right angles easterly from the easterly side thereof, until its intersection with the southerly line of property now belonging to John Luck; thence easterly and along said property line, to its intersection with the westerly right of way line of the Brighton Beach Railroad, which said point is distant seventy-five (75) feet measured at right angles easterly from the easterly side of East Fifteenth Street; thence southerly and along said westerly right of way line parallel to East Fifteenth Street to the northerly side of Foster Avenue, to the point of beginning. TO HAVE AND TO HOLD unto the party of the second part, its successors and assigns forever, subject however, to the express condition that said premises shall be used only for the purposes hereinafter set forth. That said grant is made for the purpose of permitting the said party of the second part, to erect and maintain a permanent station, platform and stairways, for the said Railroad, and to enable said party of the second part to carry out the plan adopted by the Brooklyn Grade Crossing Commission for the Brighton Beach Improvements. And said party of the second part agrees to make, such improvements upon said strip of land, and to finish the same in accordance with the plans adopted and approved by said Commission. And the said party of the first part further grants the said Brooklyn Union Elevated Railroad Company, the right and privilege to erect and maintain upon the land of said party of the first part bordering the westerly line of the land hereinbefore described, a retaining wall of sufficient strength to sustain a building not more than six stories in height; the easterly line of said wall shall be built on a line six inches easterly of the westerly line of the land hereinbefore described, and the westerly line of said wall shall extend not more than six feet, six inches westerly of the westerly line of land hereinbefore described, which said wall shall by gradual offsets taper to a width of two feet at the top, six inches of which shall be on the land hereby conveyed, and eighteen inches on the land of said party of the first part. The said party of the first part reserves to itself the right to use such party

wall as a foundation for buildings, ~~not~~ exceeding six stories in height, and also the right to
 use as a yard, all that part of the roof over the station platform to be erected by said par-
 ty of the second part, on the land hereby conveyed. It being understood and agreed that the
 roof of said platform shall be what is known as a flat roof. And the said party of the sec-
 ond part hereby do warrant and agree to build said wall and to forever maintain in good order
 and condition, the said retaining wall and any under-ground supports connected with the same,
 as herein provided to be erected. That said party of the second part further agree, that in
 case the property hereinbefore conveyed should cease to be occupied for station purposes, as
 aforesaid, the same shall revert to the use of the party of the first part, and all interest of
 the party of the first part, in said premises shall cease and terminate. That for the
 purpose of constructing the retaining walls, the Railroad Company is authorized to excavate
 and carry away, as much of the soil as may be necessary to build said walls, stairways, and
 platforms, and the said party of the second part will fill in without delay any excavation
 made within said retaining wall to the level of said premises, and will leave the said premi-
 ses in the same condition as before the work was done, except for the existence of said retain-
 ing walls, platforms and stairways. IN WITNESS WHEREOF, the said party of the first part has
 caused its Corporate seal to be affixed to these presents, signed by its President, and vice
 President, and the said party of the second part has caused its Corporate seal to be affixed
 to these presents, signed by its President the day and year first above written. The Greater
 New York Development Company, by Wm. E. Harmon, (L.S.) President. Attest: Brooklyn Union Ele-
 vated Railroad Company, by E. W. Winter, (L.S.) President. Attest: G. D. Mearns, Secretary,
 Fern approved, G. D. Yeomans, General Counsel. State of New York, City of New York, County
 of Kings, SS: On this 9th day of March, 1906, before me personally appeared William E. Harmon,
 to me known, who being by me duly sworn, did depose and say: That he resides in the City of
 New York; that he is the President of the Greater New York Improvement Company, one of the Cor-
 porations described in and which executed the foregoing instrument, and that he knew the seal
 of said corporation; that the seal affixed to said instrument was such corporate seal; that it
 was so affixed by order of the Board of Directors of said Corporation, and that he signed his
 name thereto by like order. A. D. Mearns, Notary Public, Kings Co. N. Y. State of New York,
 City of New York, County of Kings, SS: On this 17th day of November, 1906, before me person-
 ally appeared, E. W. Winter, to me known, who, being by me duly sworn, did depose and say: That
 he resides in the City of New York; that he is the President of the Brooklyn Union Elevated
 Railroad Company; one of the Corporations described in and which executed the foregoing in-
 strument, and that he knew the seal of said corporation; that the seal affixed to said instru-
 ment was such corporate seal; that it was so affixed by order of the Board of Directors of
 said corporation, and that he signed his name thereto by like order. A. D. Mearns, Notary Public,
 Kings County.

The land affected by this instrument lies in Section 16 in Block 5236 on the East side of the
 County of Kings Recorded Nov. 16, 1906 at 46 Nine Past 12 P. M. Return to Box 151.

party of the second part. WITNESSETH that the said party of the first part in consideration of One dollar, lawful money of the United States paid by the party of the second part, and other valuable consideration, doth hereby grant and release unto the said party of the second part, her heirs and assigns forever all that certain triangular plot piece or parcel of land situate lying and being in the Borough of Brooklyn of the City of New York, County of Kings and State of New York, bounded and described as follows, to wit:- BEGINNING at a point on the westerly side of Coney Island Avenue distant one hundred feet and twenty-seven one hundredths of a foot northerly from the corner formed by the intersection of the westerly side of Coney Island Avenue with the northerly side of Ditmars Avenue (formerly Avenue E) running thence westerly parallel with Ditmars Avenue one hundred and sixty-five feet one inch to land of other owners; thence northeasterly along said land of other owners one hundred and seventy-five feet one inch to the westerly side of Coney Island Avenue and thence southerly along the westerly side of Coney Island Avenue seventy-five feet and seventy-one one hundredths of a foot to the point or place of beginning. TOGETHER with the appurtenances and all the estate and rights of the party of the first part and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, her heirs and assigns forever. SUBJECT HOWEVER to a certain indenture of mortgage now a lien on said premises for the sum of Fifteen hundred dollars and interest. SUBJECT ALSO to the covenants and restrictions contained in former instruments affecting said premises. All the said Elizabeth T Palmado doth covenant with said party of the second part as follows:- FIRST:- That said Elizabeth T Palmado is seized of the said premises in fee simple and hath good right to convey the same. SECOND:- That the party of the second part shall quietly enjoy the said premises. THIRD:- That the said premises are free from incumbrances except as aforesaid. FOURTH:- That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH:- That the said Elizabeth T Palmado will forever warrant the title to said premises. IN WITNESS WHEREOF the said party of the first part hath hereunto set her hand and seal the day and year first above written. Elizabeth T Palmado (LS.) In the presence of H.F. Smith, State of New York, The City of New York, County of Kings, SS: On this 18 day of December in the year nineteen hundred and five before me, the undersigned, personally came Elizabeth T Palmado to me personally known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged before me that she had executed the same. H.F. Smith, Commissioner of Deeds City of New York.

The land affected by this instrument lies in Section 18 Block 5325 on the East Map of the County of Kings.

Recorded Dec 30, 1905 at 47 mins past 11 .M.

Return to T.G. & T. Co

L 45 of 420 sec 16

THIS INDENTURE made this 18th day of December in the year one thousand nine hundred and five between the E.R. STRONG COMPANY a corporation organized under the laws of the State of New York, its predecessors and assigns party of the first part and the BROOKLYN UNION ELEVATED RAILROAD COMPANY a corporation duly organized under and according to the laws of the State of New York, its successors and assigns, party of the second part, WITNESSETH that the said party of the first part for and in consideration of the faithful performance of the conditions and covenants hereinafter enumerated by the said party of the second part does hereby grant, bargain, sell and release unto the said party of the second part its successors and assigns forever, ALL that piece or parcel of land BEGINNING at a point on the northerly side of Foster Avenue where the

is intersected by a line drawn parallel with and distant seventy-five (75) feet at right angles westerly, from the westerly side of East 16th Street, which said point is the intersection of the northerly line of Foster Avenue with the easterly right-of-way line of the Brooklyn Union Elevated Railroad, thence easterly along said northerly line of Foster Avenue eight (8) feet and two (2) inches; thence northwesterly twenty-nine (29) feet and eight (8) inches to a point distant sixty-four (64) feet ten and one fourth (10 1/4) inches at right angles 90° westerly from the westerly side of East 16th Street at a distance of sixty-four (64) feet, ten and one fourth (10 1/4) inches measured at right angles 90° westerly from the westerly side thereof seventy (70) feet and six (6) inches; thence easterly and at right angles to East 16th Street three (3) feet ten and one fourth (10 1/4) inches to a point distant sixty-one (61) feet at right angles 90° westerly from the westerly side of East 16th Street; thence northerly and parallel with East 16th Street at a distance of sixty-one (61) feet measured at right angles 90° westerly from the westerly side thereof one hundred and forty-nine (149) feet three (3) inches; thence easterly and at right angles 90° to East 16th Street five (5) feet six (6) inches, thence northerly and parallel with East 16th Street at a distance of fifty-five (55) feet and six (6) inches measured at right angles 90° westerly from the westerly side thereof twenty-four (24) feet; thence westerly and at right angles to East 16th Street five (5) feet and six (6) inches; thence northerly and parallel with East 16th Street at a distance of sixty-one (61) feet measured at right angles 90° westerly from the westerly side thereof, one hundred and forty-nine (149) feet three (3) inches; thence westerly and at right angles to East 16th Street three (3) feet ten and one fourth (10 1/4) inches; thence northerly and parallel with East 16th Street at a distance of sixty-four (64) feet ten and one fourth (10 1/4) inches measured at right angles 90° westerly from the westerly side thereof fifteen (15) feet four (4) inches; thence northwesterly fifty-nine (59) feet and nine (9) inches to the southerly line of Newkirk Avenue as laid out seventy (70) feet wide, thence westerly and along said southerly side of Newkirk Avenue five (5) feet and two and one fourth (2 1/4) inches to its intersection with the easterly right of way line of the Brooklyn Union Elevated Railroad, which point is distant seventy-five (75) feet at right angles 90° westerly from the westerly side of East 16th Street, thence northerly and along said easterly right of way line of the Brooklyn Union Elevated Railroad and parallel with East 16th Street four hundred and forty-five (445) feet seven (7) inches to the northerly side of Foster Avenue at the point of place of beginning, subject however to a certain easement or easements upon said party of the first part hereby reserves to itself, successors and assigns and their heirs and assigns here and hereafter that is to say, the party of the first part reserves unto itself, its successors and assigns forever, FIFTH: The free and unobstructed use of the aforesaid easement of land herein described. SECOND: The right to build upon the retained land hereafter described to a height not exceeding six stories. THIRD: The right of air and light over the land herein described hereafter described to and from the platforms of the station to be built by the party of the second part hereunder. All this grant is especially and particularly conditioned upon the said party of the second part shall party of the second part of the following covenants: 1. That the party of the second part shall and will establish and forever maintain about midway between Newkirk and Foster Avenues, an express and local passenger station, and will cause to stop at said station irregularly scheduled trains which station, about midway between said avenues shall be provided with a building of ornamental design and permanent construction, suitable for the purpose of receiving and discharging passengers from and to said avenues at or about the curb levels thereof, with three sub-surface station platforms each of which shall be at least three hundred (300) feet in length,

of which platforms shall be located underneath the surface of the strip of land herein described, and each of such sub-surface platforms shall be provided, about midway of their length, with a suitable stairway or stairways leading therefrom to such station building, which building shall be provided with a suitable entrance thereto, with a suitable platform with a fence or railing at its outermost edges, the easterly portion of such platform shall be located over the westerly portion of said strip of land and extend toward the central line of the strip of land, and the westerly portion of said platform shall extend toward the easterly portion of said strip of land, and the easterly portion of said platform shall be provided with a suitable entrance and exit platform with stairs as to the station building, and every maintained on, and at, or about the surface of the strip of land herein described, and the party of the second part will and shall erect and forever maintain suitable walks or passages over the central portion of the strip of land of the second part, leading from the corner Avenue and Newpark Avenue, respectively, to said station building and thence on each side of said building to the exit or entrance platform on said strip of land for passengers to board or leave said station entrance, all as is generally shown and delineated in the plans or drawings in blue prints hereby marked "Exhibits A" and "Exhibits B" each of which are to be signed by the engineer of the said party of the second part and by Henry Fitch Newbury for the party of the first part, one of each of said "Exhibits A" and "Exhibits B" shall be deposited in the office of the engineer of the party of the second part, one of each in the custody of the Title Guarantee and Trust Company and the other of each in the custody of the party of the first part, any one of which exhibits is to be open to the inspection of either of the parties hereto, their successors and assigns during ordinary business hours upon due and timely notice being given. 11. That the party of the second part will and shall build upon the easterly side of said station and upon the easterly portion of the strip of land herein described a retaining and foundation wall which said wall shall at its base be about six (6) feet or more in width, the easterly side of which at its extreme easterly points to be not more than eighteen (18) feet easterly of the easterly right of way line of the said party of the second part and said retaining and foundation wall at the top shall not exceed three and one-half (3 1/2) feet in width. Said retaining and foundation wall is to be constructed of "Class A" concrete called for by the specifications of the Brooklyn Grade Crossing Commission for section 2 of the Brighton Beach Improvement Act, reinforced, and as delineated and shown on said "Exhibits A" and "Exhibits B", which wall shall be so constructed that it may be utilized as a foundation wall of a building or buildings having cellars and sub-cellars to be hereafter erected by the party of the first part hereto, its successors and assigns and by the party of the second part as a retaining wall for the sub-surface portion of the station to be erected upon the strip of land herein described, provided, however, that said wall need not be constructed stronger than is necessary to support a building or buildings with cellars and sub-cellars of not more than six stories in height, above the street level, 10th Street as established by the Brooklyn Grade Crossing Commission, but nothing herein contained is meant to limit the height of the building or buildings that may be erected by the party of the first part hereto, its successors and assigns, if it or they elects or elect to build or construct them at its or their own cost and expense the retaining wall and foundation herein above described. 12. That the party of the second part will and shall construct windows in the retaining and foundation wall extending through it to the cellars or basements of the buildings to be erected by the party of the first part hereto, its successors and assigns; that the bottom of said windows shall be as near as possible six and one-half (6 1/2) feet above the floor of the level

platform as shown on said blue prints marked "Exhibits A" and shall leave a clear opening of two and one half (2 1/2) feet in width by three and one-half (3 1/2) feet in height, each twenty (20) feet in length of said retaining and foundation wall; and there shall be one such opening for every twenty (20) feet in length of such wall, but the spacing of such windows shall be arranged according to a layout plan to be furnished by the party of the first part hereto at the time of the construction of such wall, said windows shall be protected and barred by iron or steel bars three quarters (3/4) of an inch in diameter, spaced about eight (8) inches between centers.

17. That the party of the second part will and shall construct and forever maintain as a part of said foundation and retaining wall, a column or columns at each side of said entrance and exit platform and in line with such foundation and retaining wall of iron and concrete with a suitable cross girder or girders of the required strength to support a building or buildings of the character and height hereinafore mentioned, such girder or girders shall be of a height to give a clear space of at least twelve (12) feet between the surface of said platform and the girder or girders with suitable provision for the proper support of those portions of said building or buildings which are to rest upon said columns and girders, as more particularly set forth in Exhibits A and B. V. That the party of the second part will and shall construct and maintain in such retaining and foundation wall on a level with the sub-surface platform adjacent thereto and underneath the entrance and exit platform hereinafore provided for, one doorway and door with a clear opening of six (6) feet in width and six and one-half (6 1/2) feet in height, so that entrance and exit may be had through such wall to the basements or cellars of a building or buildings to be erected by the party of the first part, its successors and assigns, subject however, to plans to be approved by the party of the second part for preventing the ingress of passengers to the station platform without paying fares. VI. That the said party of the second part will and shall restore the surface over and above the sub-surface platform to be created upon the strip of land herein described and forever maintain the same by suitable iron and concrete construction in conformity with said blue prints "Exhibits A" and "Exhibits B", the top surface of which shall be of concrete such as is used in the construction of sidewalks, and shall be maintained in first class condition, with a perfectly even surface so as to provide full, free and unobstructed use of such surface to the party of the first part hereto, its successors and assigns excepting that said party of the second part may erect upon said surface an entrance and exit platform, columns and girders with a suitable space between such columns, girder or girders and platform for giving passengers ready access to and from the most easterly portion of such station building, all as hereinafore provided for, and a suitable roof or canopy over the stairway leading from the interior of such station building to the sub-surface platform in accordance with what is shown in "Exhibits A" and "Exhibits B" hereinafore mentioned, with a fence or guard railing as therein shown along that portion of the surface adjacent to the easterly side of the present right-of-way or the location upon the proposed railroad company from Porter Avenue and Westirk Avenue, respectively, to and along the outer edge of the entrance and exit platform hereinafore mentioned, substantially of the style and construction of the standard plan of fence shown on Contract Drawing No 19 for the 2nd section of the Brighton Beach Improvement, unless otherwise agreed between the parties hereto. VII. That the said party of the second part shall construct and forever maintain an iron and concrete covering or platform over the two portions of its land at the easterly side of the right-of-way described as follows:- FIRST:-That the triangular portion and wedge between the northerly side of Porter Avenue, the easterly line of the said right-of-way and a line parallel to and distant about eleven (11) feet from the easterly line

of the strip of land hereby conveyed as shown on said blue prints, "Exhibits B". SECOND:-That triangular portion embraced between the southerly side of Newkirk Avenue, the easterly line of the said right-of-way and a line parallel to and distant about eleven (11) feet from the easterly line of the strip of land hereby conveyed, as shown on said blue-prints "Exhibits B" so as to leave in each case a clear space of at least ten (10) feet between the fence or guard railing to be erected upon each of said triangular portions and the easterly line of the land hereby conveyed which coverings or platforms shall be, at their upper surfaces upon the same line or level as the surface of the strip of land herein described, and is hereby reserved to the party of the first part herein, its successors and assigns as shown in said blue prints "Exhibits A" and "Exhibits B" and the said party of the second part does hereby grant, bargain, sell and release unto the said party of the first part, its successors and assigns the full, free and unobstructed use of the surface of such coverings or platforms, and of the space above the same, which coverings or platforms shall be of like strength and of similar construction to that of the iron and steel surface herein reserved by the party of the first part hereto. VIII. That the said party of the second part will and shall fill in on the properties of the party of the first part a strip of land ten (10) feet wide on the easterly side of East 16th Street beginning at Foster Avenue and extending within seventy-four (74) feet six and one-quarter (8 1/4) inches of Newkirk Avenue, and another strip of land on said property thirty (30) feet wide running parallel with East 16th Street, the westerly side of which being seventy (70) feet from the easterly side of East 16th Street, beginning at Foster Avenue and extending northerly to within about one hundred and ten (110) feet of Newkirk Avenue, said strips so filled in to correspond with the grade of East 16th Street as the same may be determined by the grades of Foster Avenue and Newkirk Avenue, as the same may be laid out by the Brooklyn Grade Crossing Commission, and the said party of the first part covenants with the party of the second part as follows:- FIRST:-That the said party of the first part is the owner in fee of said property and has good right to convey the same. SECOND:-That the parties of the second part shall quietly enjoy the said property. THIRD:-That the said property is free from incumbrances. FOURTH:- That the said party of the first part will forever warrant the said title to the said property. IT IS FURTHER AGREED between the parties hereto that if said station is not completed in accordance with the terms hereof within four years from date hereof or upon the failure of the party of the second part to keep and perform any of the covenants and conditions by it to be kept and performed, that this deed and conveyance will fail and the property hereby conveyed will and shall revert to the party of the first part hereto, its successors and assigns, good and clear title to the property herein described. IT IS ESPECIALLY AGREED that the parties hereto will execute or procure any further necessary papers to carry out the terms of this deed. IN WITNESS WHEREOF the said E.R. Strong Company hath caused these presents to be signed by its Treasurer and its corporate seal attested by its Secretary, to be hereto affixed this 10th day of December 1906. E.R. Strong Company by Henry F. Newbury, Treasurer (L.S.) attest F.F. Newbury Secretary, State of New York, City of New York, County of Kings, SS: On the 10th day of December 1906 before me personally appeared Henry F. Newbury to me known, who being by me duly sworn did depone and say that he resides in the City of New York; that he is the treasurer of the E.R. Strong Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. Arthur W. Peace Notary Public (S)

KINGS CO N.Y.

The land affected by this instrument lies in Section 16 Block 3236 on the Land Map of the County of Kings.

Recorded Dec 20, 1905 at 55 mins past 12 P.M.
Return to C.L. Woods 168 Montague St.

THIS INDENTURE made the sixteenth day of December in the year nineteen hundred and five between HENRY P FITZPATRICK (widower) of the Borough of Brooklyn, County of Kings, City and State of New York, party of the first part and MARY McFERRAN of the same place, party of the second part. WITNESSETH That the said part- of the first part in consideration of the sum of one dollar and other valuable considerations lawful money of the United States paid by the party of the second part, does hereby grant and release unto the said party of the second part, her heirs and assigns forever, ALL that certain plot piece or parcel of land situate lying and being in the 20th Ward of the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows, to wit:— BEGINNING at a point on the easterly side of Prospect Street distant one hundred feet southerly from the northeasterly corner of Prospect and Erasmus Streets; running thence southerly along the easterly side of Prospect Street seventy-four feet and seven inches more or less to land to John Prunty, thence westerly along said last mentioned land forty-eight feet and six inches to land formerly of Daniel O'Connell, thence northerly along said last mentioned land seventy-four feet and seven inches more or less to land now or late of John Reid thence westerly along said last mentioned land forty-six feet and six inches more or less to the point or place of beginning. TOGETHER with all the right title and interest of the party of the first part of in and to Prospect Street lying in front of and adjoining said premises to the centre line thereof. SUBJECT to a certain indenture or mortgage of six Hundred Dollars now a lien against the premises. TOGETHER with the appurtenances and all the estate and rights of the said party of the first part in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, her heirs and assigns forever. AND the said Henry P Fitzpatrick does covenant with the said party of the second part as follows: FIRST:—That the said party of the first part is seized of the said premises in fee simple and has good right to convey the same. SECOND:—That the party of the second part shall quietly enjoy the said premises. THIRD: That the said premises are free from incumbrances except as aforesaid. FOURTH:—That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH:—That the said Henry P Fitzpatrick will forever warrant the title to said premises. IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written. Henry P Fitzpatrick (L.S.) in the presence of Annie W Harrison. City & State of New York County of Kings SS: On this 16th day of December in the year nineteen hundred and five before me personally came Henry P Fitzpatrick (widower) to me know and known to me to be the individual described in and who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same. J Prover Longworth, Com of Deeds C. of N.Y.

The land affected by this instrument lies in Section 16 Block 3107 on the Land Map of the County of Kings.

Recorded Dec 20, 1905 at 48 mins past 10 A.M.
Return to U.S.T.S. & I. Co.

THIS INDENTURE made the nineteenth day of December in the year nineteen hundred and five between SARAH E VAN HOUTEN of the Borough of Brooklyn, New York City, party of the first part and

part has herunto affixed his hand and seal the day and year first above written. Edward J. Hoffmann.
 State of New York County of Kings ss: On this eighth day of November 1903 before me personally appeared Edward J. Hoffmann to me known to be the person described in and who executed the foregoing instrument and thereupon duly acknowledged to me that he executed the same for the purposes therein stated. George W. Hoffmann Kings Co. Notary Public #182.

The land affected by this instrument lies in Section 16 Block 5146 on the land map of the County of Kings.

Recorded December 6th, 1904 at 9a.m.

Return to Sherhan & Collin, 32 Nassau St. N.Y.

L 38 08 218 sec 16

This Indenture made this 18th day of November 1903 by and between Germania Real Estate and Improvement Company a corporation of the state of New York party of the first part and Brooklyn Union Elevated Railroad Company a corporation party of the second part witnesseth in consideration of one dollar and other valuable consideration to the party of the first part in hand paid by the party of the second part the receipt of which is hereby acknowledged the party of the first part hereby grant assign and convey to the Brooklyn Union Elevated Railroad Company the right privilege and easement of erecting upon the rear end of the property herein after described adjacent to the easterly and westerly sides of the right of way of the Brooklyn Union Elevated Railroad Company a retaining wall for the protection of said property having a base not to exceed seven (7) feet in width and a top not exceeding two (2) feet in width the side of said retaining wall next adjacent to said right of way to be flush with and upon the line of the easterly and westerly sides of the right of way of the Brooklyn Union Elevated Railroad Company adjoining the premises herein after described. For the purpose of constructing such retaining wall the Brooklyn Union Elevated Railroad Company is hereby authorized to excavate and carry away as much of the soil along the rear of the premises herein after described as shall be necessary in order to construct such retaining wall of such a height as may be provided by the plans herein after adopted for the Brighton Beach Improvement by the Brooklyn Grade Crossing Commission such retaining wall however not to extend more than two (2) feet above the established grades of such premises. This grant is made upon the further condition that after such retaining wall is constructed the Brooklyn Union Elevated Railroad Company will refill any excavation made behind such retaining wall to the level of said premises and will leave

said premises in the same condition as before the work was begun excepting for the existence of the said retaining wall and upon the further condition that said Railroad Company will erect an iron fence of neat design on and along the top of said retaining wall upon said premises. This grant shall become effective only in case the Brooklyn Grade Crossing Commission shall adopt plans providing for the depression of the tracks of the Brooklyn Union Elevated Railroad Company adjacent to said premises. The premises affected by this instrument are situated in the Borough of Brooklyn County of Kings and State of New York and bounded and described as follows:

First Parcel - On the north by Foster Avenue, on the south by Waldorf Court, on the west by right of way of the Brooklyn Union Elevated Railroad. Second Parcel. On the north by Foster Avenue, on the south by Avenue B. on the east by right of way of the Brooklyn Union Elevated Railroad.

In Witness Whereof the party of the first part has hereunto affixed its corporate seal and thereunto to be signed by its President the day and year first above written Henry W. Meyer, President. = State of New York County of Kings ss: On this 13th day of Nov. 1903 before me personally appeared Henry W. Meyer to me known who being by me duly sworn did depose and say: That he resided in the Borough of Brooklyn of the City of New York Kings County New York that he is the President of the Germania Real Estate and Improvement Company the corporation described in and which executed the foregoing instrument that he knew the corporate seal of said corporation that the seal affixed to said instrument was such corporate seal that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order. Henry W. Rosenwasser. Commissioner of deeds City of New York residing in the Borough of Brooklyn.

The land affected by this instrument lies in Section 16 Block 5236 and also in District 20 Lots 6690 on the land maps of the County of Kings.
 Recorded December 6th 1904 at 9 P. M.
 Return to Sheehan & Collins 32 Nassau St. N. Y.

This Indenture made this Third day of March 1904 by and between Florence Oldham Rose of the County of Hudson State of New Jersey party of the first part and Brooklyn Union Elevated Railroad Company a corporation party of the second part Witnesseth in consideration of one dollar and other valuable consideration to the party of the first part in hand paid by the party of the second part the receipt

the said Jay Allen Fiske and Ethel Herman Fiske will forever warrant the title to said premises. IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written. JAY ALLEN FISKE (L.S.) ETHEL HERMAN FISKE (L.S.) In the presence of Wm. Chas Wildermuth State of New York, County of Kings on the eight day of November in the year nineteen hundred and nine before me personally saw Jay Allen Fiske and Ethel Herman Fiske his wife to me known and known to me to be the individuals described in and was executed the foregoing instrument, and they thereupon severally acknowledged to me that they executed the same. Wm. Chas Wildermuth, Commissioner of Deeds City of New York,

The land affected by this instrument lies in Section 16 Block 5125 on the Land Map of the County of Kings. Recorded November 8 1909 at 40 min past 3 P.M. Returned to Otis F. Carroll 71 Wall St. N.Y.

L3178 CP 372

THIS INSTRUMENT, made the fourth day of November in the year one thousand nine hundred and nine BETWEEN HENRY P. NEWBURY and ANNA E. NEWBURY, his wife parties of the first part, and the BROOKLYN UNION ELEVATED RAILROAD COMPANY, a corporation duly organized under and according to the Laws of the State of New York, its successors and assigns, party of the second part, WITNESSETH That the said parties of the first part, for and in consideration of the faithful performance of the conditions and covenants hereinafter enumerated by the said party of the second part, do hereby grant, bargain, sell and release unto the said party of the second part, its successors and assigns forever. All that piece parcel and strip of land, BEGINNING at a point on the northerly side of Foster Avenue where the same is intersected by a line drawn parallel with and distant seventy five (75) feet at right angles westerly from the westerly side of East 16th Street which said point is the intersection of the northerly line of Foster Avenue with the easterly right of way line of the Brooklyn Union Elevated Railroad; thence easterly along said northerly line of Foster Avenue eight (8) feet, two (2) inches thence northeasterly eighty three (83) feet, ten (10) inches to a point distant sixty one (61) feet at right angles 90 degrees westerly from the westerly side of East 16th Street, thence northerly and parallel with East 16th Street for a distance of two hundred and sixty three (263) feet, nine (9) inches, thence northwesterly ninety eight (98) feet and one half (1/2) inch to the southerly line of Newkirk Avenue as laid out seventy (70) feet wide, thence westerly and along said southerly side of Newkirk Avenue six (6) feet, nine (9) inches to its intersection with the easterly right of way line of the said Brooklyn Union Elevated Railroad, which point is distant seventy five (75) feet at right angles 90 degrees westerly from the westerly side of East 16th Street, and thence southerly and along said easterly right of way line of the Brooklyn Union Elevated Railroad and parallel with East 16th Street four hundred and forty five (445) feet, seven (7) inches to the northerly side of Foster Avenue at the point or place of beginning, subject, however, to a certain easement or easements which said parties of the first part hereby reserve unto themselves, their heirs and assigns forever First, the free and unobstructed use of the surface of said strip of land herein described, Second:- The right to build upon the retaining wall hereinafter described to a height not exceeding six stories. Third:- The right of access of air and light through said retaining wall and of ac-

cess of light through the covering or platform over such strip of land to be built by the party of the second part hereto, together with all the right, title and interest of the parties of the first part of, in and to Foster and Newkirk Avenues, lying in front of and adjoining said premises to the center line thereof, respectively. And this grant is especially and particularly conditioned upon the faithful performance by the party of the second part of the following covenants.

I. That the party of the second part shall and will establish and forever maintain, about midway between Newkirk and Foster Avenues, an Express and Local Passenger Station, and will cause to stop at said Station all regular scheduled trains, both express and local, except such special trains as are operated for a special purpose for a limited period during the year without stop between Prospect Park and Sheepshead Bay stations, which station, about midway between said Avenues shall be provided with a building of an ornamental design and permanent construction, suitable for the purpose of receiving and discharging passengers from and to said Avenues at or about the curb levels thereof, with two sub-surface station platforms, each of which shall be at least two hundred and fifty (250) feet in length, one of which platforms shall be partially located underneath the surface of, or immediately adjoining the westerly line of the strip of land herein described, and each of such sub-surface platforms shall be provided about midway of their length with a suitable stairway or stairways leading therefrom to such station building, which building shall be provided with an entrance thereto and exit therefrom for the use of passengers and others in entering and leaving said station building, which said entrance and exit shall be located and forever maintained at the most Easterly side or portion of said station building, and such exit and entrance shall be provided with a suitable platform or walk not less than ten (10) feet in width at all points of its length, except at its end portions adjacent to Foster and Newkirk Avenues, where such walk or platform shall be widened to a line parallel to and distant not less than twenty two (22) feet, nine (9) inches westerly from the easterly line of the end portions of the strip of land herein described, for the use of passengers and others in entering and leaving said building, and such platform or walk shall be located and forever maintained at or about the level of the surface of the strip of land described herein and be connected therewith so as to form an extension thereof throughout all portions of the length of said strip of land from Foster Avenue to Newkirk Avenue, respectively, and such platform or walk shall at its most westerly portion be provided with a guard railing or fence, not less than four (4) feet, six (6) inches in height, which shall be forever maintained unbroken and continuous from the sidewalk on Foster Avenue, northerly to and connecting with the southwesterly corner or portion of said station building and from the sidewalk on Newkirk Avenue southerly to and connecting with the northeasterly portion of said building except where it is desired to erect a connecting platform or walk for ready access of passengers to and from said entrance and exit of said station building, and said station and said station and said station building referred to herein shall be forever the one and only station and station building on the line of said railroad between Newkirk and Foster Avenues through which passengers can pass to and from any trains on said Railroad, all as diagrammatically shown and delineated in the two sets of triplicate blueprints hereto marked respectively, "Exhibits D" and "Exhibits E" each of which is to be signed by the engineer of the said party of the second part and by Harry Fitch Newbury for the parties of the first part.

"Exhibits C", "Exhibits D" and "Exhibits E" shall be deposited in the office of the engineer of the party of the second part, one of each in the custody of the Title Guarantee Trust Company and one of each with the parties of the first part, any one of which exhibits is to be open to the inspection of either of the parties hereto, their heirs, successors and assigns, during ordinary business hours, upon due and timely notice being given. II. That the party of the second part will and shall build upon the westerly side of said station and partly upon the easterly portion of the strip of land herein described a retaining and foundation wall which said wall shall not rise above the restored surface hereinafter mentioned, except with the express consent of and in the manner and to the extent prescribed by the parties of the first part herein and which shall at its base be about six (6) feet or more in width, the easterly side of which at its extreme easterly points to be not more than eighteen (18) feet easterly of the easterly right of way line of the said party of the second part and said retaining & foundation wall at the top shall not exceed three and one half (3 1/2) feet in width. Said foundation and retaining wall is to be constructed of "Class A" concrete called for the Specifications of the Brooklyn Grade Crossing Commission for section 2, of the Brighton Beach Improvement and as delineated and shown on said "Exhibits C"/"Exhibits D" and "Exhibits E", which wall shall be so constructed that it may be utilized at all points throughout its length as a foundation wall of a building or buildings having cellars and sub-cellars to be hereafter erected by the parties of the first part hereto, their heirs and assigns and by the party of the second part as a retaining wall for the sub-surface portion of the station, to be erected upon the strip of land herein described, providing however that said wall need not be constructed stronger than is necessary to support at all points throughout its length a building or buildings with cellars and sub-cellars of not more than six (6) stories in height above the curb of East 16th Street as established by the Brooklyn Grade Crossing Commission, but nothing herein contained is meant to limit the height of the building or buildings that may be erected by the parties of the first part, their heirs and assigns, if they elect to build or strengthen at their own cost or expense the retaining wall or foundation herein described. III. That the party of the second part will and shall construct window openings in said retaining and foundation wall near its top portion extending through it to the cellars or basements of the buildings to be erected by the parties of the first part, their heirs and assigns, that said window openings shall have a clear rectangular opening of two and three fourths (2 3/4) feet in width by six (6) feet in height, each eighteen (18) feet in length of said retaining and foundation wall, and there shall be one such opening for every eighteen (18) feet of length of such wall, all as shown more particularly on said "Exhibit E", said window openings shall be protected and barred by iron or steel bars three quarters (3/4) of an inch in diameter spaced about six and five eighths (6 5/8) inches between centers. IV. That the said party of the second part will and shall restore the surface over and above its track and the sub-surface platform to be erected partially upon and immediately adjoining this strip of land herein described and forever maintain the same by suitable iron and concrete construction adapted to carry a live load of two hundred (200) pounds per superficial foot calculated on a unit stress of ten thousand (10,000) pounds and in conformity with said blueprints "Exhibits C" "Exhibits D" and "Exhibits E", the restored surface of which, directly in front of said cur-

trance and exit shall not be more than thirty six and sixty one one hundredths (36.61) feet above
 sewer datum of the Borough of Brooklyn and shall gradually approach Newkirk and Foster Avenues,
 respectively, without steps or other impediment to travel with its top surface connecting with
 that aforesaid platform or walk and on a level therewith throughout its length between said Avenues
 so that the two may form a continuous and unbroken walk or platform. Immediately adjacent to
 said foundation and retaining wall such restored surface shall be provided with vault lights having
 not less than thirty (30) square feet of surface arranged directly over each and every window
 opening to be constructed in said retaining and foundation wall as shown on said Exhibits, said
 vault lights to be provided with prism glass cut to properly throw or direct the rays of light
 into and through the openings of such windows for the purpose of lighting the basements or cellars
 of the buildings to be hereafter erected by the parties of the first part, their heirs and
 assigns, and the top of which restored surface shall be of concrete such as is used in the con-
 struction of sidewalks except where the vault lights are located, and with the vault lights shall
 be forever maintained in first class condition with an even surface so as to provide full free and
 unobstructed use of such surface, including full, free and unobstructed access to said station
 building and its entrance and exit platform or walk throughout its entire length, to the parties
 of the first part hereto their heirs and assigns, excepting that the said part of the second part
 may use such a portion of such surface, lying opposite the said station building as may be
 required for giving passengers ready access to and from said entrance to and exit from the most
 easterly portion of said station building, all as hereinbefore provided for and in accordance
 with what is shown in "Exhibits C" "Exhibits D" and "Exhibits E" hereinbefore mentioned. The said
 party of the second part is to construct and erect at its own cost and expense so much of a
 fence or guard railing as the parties of the first part, their heirs and assigns may select and
 determine along that portion of the surface of said strip of land adjacent to the easterly side
 of the present right of way of the Brooklyn Union Elevated Railroad Company from Foster to
 Newkirk Avenue, and it is expressly understood and agreed that the parties of the first part,
 their heirs and assigns, can at any time after said fence or guard railing is erected remove
 and replace so much of said fence or railing along said surface as it or they may desire, and
 said fence or guard railing is to be erected in such a way as to be removable and replaceable,
 as said parties of the first part, their heirs and assigns, may determine, which fence or rail-
 ing shall be of no greater cost to construct and erect than that of the standard fence shown
 on contract drawing No. 19 for the second section of the Brighton Beach Improvement, unless
 otherwise agreed between the parties hereto or their respective successors in title. V. That
 the said party of the second part shall construct and forever maintain iron and concrete cover-
 ings or platforms over those two portions of its land at the easterly side of right of way describ-
 ed as follows: First:- That the triangular portion embraced between the northerly side of
 Foster Avenue, the easterly line of said right of way and a line parallel to and distant twelve
 (12) feet nine (9) inches westerly from the easterly line of the strip of land hereby conveyed,
 as shown on said blueprints "Exhibits D". Second:- That the triangular portion embraced between
 the southerly side of Newkirk Avenue, the easterly line of the said right of way and a line
 parallel to and distant about twelve (12) feet easterly from the easterly line of the strip of

land hereby conveyed, as shown on said blueprints "Exhibits D" so as to give in each case a clear space of at least twelve (12) feet between the easterly line of the land hereby conveyed and said parallel line, which coverings or platforms shall be at their upper surface upon the same line or level as the surface of the strip of land herein described and are hereby reserved to the parties of the first part herein, their heirs and assigns, as shown in said blueprints "Exhibits C", "Exhibits D", and "Exhibits E" and the said party of the second part does hereby grant, bargain sell and release unto the said Henry F. Newbury one of the parties of the first part, his heirs and assigns, the full, free and unobstructed use of the surface of such covering or platforms and of the space above the same, which coverings or platforms shall be of like strength and of similar construction to that of the iron and concrete surface herein reserved by the parties of the first part hereto.

VI. That the said party of the second part will and shall construct suitable retaining walls on Foster and Newkirk Avenues, respectively, for the properly retfing in place the material composing the roadways and sidewalks of said Avenues, respectively along and in front of the property of the parties of the first part between the strip of land herein conveyed and the westerly side of East 16th Street, as said street is laid out on the Town Commissioners Map, which retaining walls shall be constructed wholly upon and form a part of the respective avenues or streets and shall be located as follows; with their bases or foundations on substantially the same level as the base of the foundation and retaining wall to be constructed along and partially upon said strip of land as herein provided, the retaining wall on Foster Avenue shall be constructed with its northerly face perpendicular and located on the courtyard line of said Foster Avenue and extend southerly, under the sidewalk thereof, and the retaining wall on Newkirk Avenue shall be constructed with its southerly face perpendicular and located on the southerly street line of Newkirk Avenue as the same has recently been established by the Board of Estimate and Apportionment for a width of 60 feet, and extend northerly under the sidewalk of said Newkirk Avenue.

VII. That the said party of the second part will and shall fill in on the properties of the party of the first part a strip of land ten (10) feet in width on the easterly side of East 16th Street, beginning at Foster Avenue and extending within seventy four (74) feet six and one quarter (6 1/4) inches of Newkirk Avenue, also another strip of land on said property thirty (30) feet wide running parallel with East 16th Street, the westerly side of which being seventy (70) feet from the easterly side of East 16th Street, beginning at Foster Avenue and extending northerly to within about one hundred and ten (110) feet of Newkirk Avenue, said strip so filled in to correspond with the grade of East 16th Street, Foster Avenue and Newkirk Avenue as the same may be laid out by the Brooklyn Grade Crossing Commission.

And the said parties of the first part covenant with the party of the second part as follows:

FIRST:- That the said Henry F. Newbury one of the parties of the first part is the owner in fee of said property and has good right to convey the same. SECOND:- That the party of the second part shall quietly enjoy the said property. THIRD:- That the said property is free from incumbrances. FOURTH:- That the said Henry F. Newbury one of the parties of the first part will warrant the said title to the said property.

IT IS FURTHER AGREED between the parties hereto that if said station is not completed in accordance with the terms hereof on or before July 1, 1910 or upon the failure of the party of the second part at any time to keep and perform

any of the covenants and conditions by it to be kept and performed that the deed and conveyance
 will and the property hereby conveyed will and shall revert to the said Henry F. Newbury,
 one of the parties of the first part hereto, his heirs and assigns, good and clear title to the
 property herein described, nothing in this contract contained shall prevent the party of the
 second part, its successors or assigns, from complying with any order of the Public Service Com-
 mission of the State of New York, or its successors in authority, and such compliance shall in
 no way constitute a forfeiture or breach. **IT IS ESPECIALLY AGREED** that the parties hereto will en-
 sure by procure any further necessary papers to carry out the terms of this deed. The purpose of
 this instrument being to modify in some respects a deed made by the R. R. Strong Company herein
 to the party of the second part, dated the 14th day of December 1905 and recorded in Section 15,
 Block 5256 (Alter 45 of Conveyances page 420 in the Kings County Register's Office on the 30th
 day of December. It being desired by the parties hereto to modify in some respects the former
 grant and the conditions upon which it was made, they have made this present deed with the inten-
 tion of vesting in Henry F. Newbury one of the parties of the first part hereto the title un-
 encumbered of all that portion of the property described in the old instrument recorded in said
 Alter 45, page 420 Section 15, which is not included within the lines of the premises described
 herein, and with the further intention of conveying the premises described herein upon the con-
 ditions in both deeds, except in so far as the conditions of the first deed are clearly modified
 by the conditions of the present instrument. And this instrument is given by the parties of the
 first part and accepted by the party of the second part herein with the full understanding and
 acceptance of the intention thereof as expressed above. **IN WITNESS WHEREOF** the said parties of
 the first part have hereto set their hands and seals the day and year first above written.
HENRY F. NEWBURY (L.S) ANNA E. NEWBURY (L.F) STATE OF New York, County of Kings ss: On this
 8th day of November nineteen hundred and nine, before me personally came Henry F. Newbury and Ann
 E. Newbury his wife to me known to be the individuals described in and who executed the foregoing
 instrument and they severally duly acknowledged to me that they executed the same. David Blank
 Notary Public Kings Co.

The land affected by this instrument lies in Section 16 Block 5256 on the 7 and
 Map of the County of Kings. Recorded November 8 1909 at 4 min past 3 P.M. Returned to C. L.
 Waddy Box 151.

THIS INSTRUMENT made the eighth day of November in the year nineteen hundred and nine between
 ELIZABETH A. RAIFORD, of the Borough of Brooklyn, of the City of New York, County of Kings,
 and State of New York, party of the first part, and HENRY A. ADAMS, of the Borough of Brook-
 lyn aforesaid party of the second part, **WITNESSETH** that the said party of the first part, in
 consideration of one dollar and other valuable considerations heretofore paid by the party of the second part, does hereby grant and release unto the said party of the
 second part, his heirs and assigns forever, All that certain plot, piece or parcel of land, sit-
 uate, lying and being in the Borough of Brooklyn of the City of New York, County of Kings, and
 State of New York, bounded and described as follows, to wit: **ADJACENT** to a plot of land on the east
 side of East Twenty second Street, distant one hundred and thirty feet

SHEET 5 OF 13

AVE. 08

AVE. 09

STREET

ROAD

NEWKIRK

FOSTER

STREET

5236

5201

EASEMENT

AVENUE

85:102

2837.9

98:04

192:11

156:11

53:11

50

6

5

6

5

75

75

6

6

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80

60

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Exhibit H

EXHIBIT ~~2~~: NEWKIRK PLAZA PROPERTY INFORMATION

EAST SIDE OF PLAZA (Developed 1909-1911):

From 6 to 21 Newkirk Plaza there are 12 attached brick buildings, each three stories (first floor retail, with one apartment on each of the top two floors) at a uniform height of 36 feet and a Plaza-facing width of 20 feet. On the north end there is another three story brick structure of different design, 1 to 5 Newkirk Plaza, divided into five addresses but the same height, again with retail on the ground and apartments above. On the south end, there is one building (1515 Foster Avenue), one story high, formerly a bank that has recently been subdivided into two commercial premises. The following is based on research of ACRIS (the DOF Register's Office is not hospitable to non-professional title searchers).

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 8	1 Newkirk Plaza 1508-1514 Newkirk Ave 590-594 E 16 th St	NE Corner of Plaza ES-408 ft N of Foster	BQ Convenience

7/27/1973 Deed references property line "described in deed to Brooklyn Union Elevated Railroad Co, recorded in Liber 3178 Cp. 372." The RR property's eastern boundary lies **68 feet and 3 & 3/8 inches** west of this lot's eastern end on E. 16th Street (on a straight line parallel with Newkirk Avenue). Same deed also states, with respect to the entire lot's boundary: "Excepting therefrom so much of said premises as has been taken by the NYCTA by Order of Condemnation dated October 1, 1963."

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 10	2 Newkirk Plaza 596 E 16 th St	ES-388 ft N of Foster	Vacant. Formerly Almac Hardware

2/13/1969 Deed references property line for the RR property's eastern boundary as **66 feet and 8 & 1/2 inches** west of this lot's eastern end on E. 16th Street as "described in deed Newberry [SIC] to Brooklyn Union Elevated Railroad Co recorded November 8, 1909." The 1969 deed also states: "TOGETHER WITH the rights and benefits of parties of, in and to a certain retaining wall on the west of said premises **and** to premises on the west of and immediately adjoining said premises as set forth in two deeds, one made by E. R Strong to Brooklyn Union Elevated Railroad Co recorded in Liber 45 cp. 420, and the other by Henry F. Newbury and Anna E. Newbury, his wife, to Brooklyn Union Elevated Railroad Company, recorded in **Liber 3178 cp 372. TOGETHER WITH a right of way over so much of land belonging to Brooklyn Union Elevated Railroad Co**, as contained in a certain deed by Henry F. Newbury and Anna E. Newbury, his wife, to Brooklyn Union Elevated Railroad Company, dated 11/4/1909 and recorded 11/8/1909 as said Henry F. Newbury, heirs and assigns, are entitled to use, **as lies west of a line drawn parallel to and distant 6 feet westerly from the easterly boundary line of the land of said Brooklyn Union Elevated Railroad Company**, lying between Newkirk and Foster Avenue as established by said last mentioned deed, for the benefit only of the owner of premises herein described, their employees, tenants or persons doing business with them, or either of them."

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 11	3 Newkirk Plaza 598 E 16 th St	ES-368 ft N of Foster	Vacant. Formerly Almac Hardware

8/31/2022 Deed references same description for Lot 11 as presented above for Lot 10 (except distance to RR's eastern boundary from E 16th is given as **66 feet & 7/8 of an inch**).

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 12	4 Newkirk Plaza 600 E 16 th St	ES-348 ft N of Foster	Fisherman's Cove Restaurant

6/7/1976 Deed references property line for the RR property's eastern boundary as **63 feet and 5 & 5/8 inches** west of this lot's eastern end on E. 16th Street but does not include language pertaining to Newbury deeds/easements.

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 13	5 Newkirk Plaza 602 E 16 th St	ES-328 ft N of Foster & ES-104 ft S of Newkirk	Don Burrito Restaurant

6/7/1976 Deed references property line for the RR property's eastern boundary as **61 feet and 10 & 3/8 inches** west of this lot's eastern end. Further details of the land are "described in a certain deed made by **Henry F. Newburg [SIC]**

and Anna E. Newburg [SIC], his wife, to the Brooklyn Union Elevated Railroad Company dated November 4, 1909 and recorded November 8, 1909.” No further details or reference to the right of way.

Block Lot	Addresses	Location	Occupant
5236 14	6 Newkirk Plaza 604 E 16 th St	ES-308 ft N of Foster	Veyana Optical & Healthy Vibe (Storefront subdivided)

7/16/1982 Deed references property line for the RR property’s eastern boundary as **61 feet and 10 & 1/2 inches** west of this lot’s eastern end. Further details of the land are “described in a certain deed made by **Henry F. Newbury and wife, to the Brooklyn Union Elevated Railroad Co. dated November 4, 1909 and recorded November 8, 1909 in Liber 3178 cp 372...TOGETHER with benefits of easements in deed Liber 4892 cp 364 and other deeds of record.**”

Block Lot	Addresses	Location	Occupant
5236 15	7 Newkirk Plaza 606 E 16 th St	ES-288 ft N of Foster	Ol’ Time Barbershop

11/16/1972 Deed references property line for the RR property’s eastern boundary as **61 feet** west of this lot’s eastern end. No other references.

Block Lot	Addresses	Location	Occupant
5236 16	8 Newkirk Plaza 610 E 16 th St	ES-268 ft N of Foster	Kings Court Pharmacy

12/14/1978 Deed references property line for the RR property’s eastern boundary as **61 feet** west of this lot’s eastern end as “described in a deed made by **Henry F. Newbury and Ann E. Newbury his wife to the Brooklyn Union Elevated Railroad Co dated November 4, 1909, recorded November 8, 1909, Section 16, Block 5236A.**”

Block Lot	Addresses	Location	Occupant
5236 17	9 Newkirk Plaza 612 E 16 th St	ES-248 ft N of Foster	Cannabis World

5/21/1973 Deed references property line for the RR property’s eastern boundary as **61 feet** west of this lot’s eastern end. No other references.

Block Lot	Addresses	Location	Occupant
5236 18	10 Newkirk Plaza 614 E 16 th St	ES-228 ft N of Foster	Dunkin’ Donuts

2/19/1968 Deed references property line for the RR property’s eastern boundary as **61 feet** west of this lot’s eastern end as “described in a deed made by **H. F. Newbury and his wife to the Brooklyn Union Elevated Railroad Co dated November 4, 1909, recorded November 8, 1909.**”

Block Lot	Addresses	Location	Occupant
5236 19	11 Newkirk Plaza 616 E 16 th St	ES-208 ft N of Foster	Newkirk Station Wines & Liquors

4/17/1972 Deed makes no reference to Brooklyn Union Elevated Railroad Company or Henry F. Newbury.

Block Lot	Addresses	Location	Occupant
5236 20	12 Newkirk Plaza 618 E 16 th St	ES-188 ft N of Foster	Gourmet Deli

7/31/1985 Deed references property line for the RR property’s eastern boundary as **61 feet** west of this lot’s eastern end as “described in a certain deed made by **Henry F. Newburg [SIC] and his wife to the Brooklyn Union Elevated Railroad Co dated November 4, 1909, recorded November [SIC] 8, 1909.**”

Block Lot	Addresses	Location	Occupant
5236 21	13 Newkirk Plaza 622 E 16 th St	ES-168 ft N of Foster	Newkirk Grocery

11/20/1986 Deed references property line for the RR property’s eastern boundary as **61 feet** west of this lot’s eastern end as “described in a certain deed made by **Henry P. [SIC] Newbury and his wife to the Brooklyn Union Elevated Railroad Co bearing the date November 4, 1909, recorded November 8, 1909.**”

Block Lot	Addresses	Location	Occupant
5236 22	14 Newkirk Plaza 624 E 16 th St	ES-148 ft N of Foster	LoDuca Pizza

2/25/1966 Deed references property line for the RR property's eastern boundary as **61 feet** west of this lot's eastern end as "described in a certain deed made by Henry F. Newbury and Anna F. Newbury his wife to the **Brooklyn Union Elevated Railroad Company** dated November 4, 1909, recorded in the Office of the Register of the County of Kings in Section 16 Block 5236-A on November 8, 1909 in Liber 3178 Cp. 372 said land being now known as the **Brighton Beach Railroad Line of the NYC Transit System...TOGETHER** with the benefits set forth in Retaining Wall Easement and Reservation recorded in Liber 45 Section 16 Cp. 420 and in Right of Way Easement recorded in Liber 3178, Cp. 372.

Block Lot	Addresses	Location	Occupant
5236 23	15 Newkirk Plaza 626 E 16 th St	ES-128 ft N of Foster	Bank of America ATM

10/15/1982 Deed references property line for the RR property's eastern boundary as **61 feet** west of this lot's eastern end as described in deed made by Henry R. [SIC] Newbury and wife to **Brooklyn Union Elevated Railroad Company** dated November 4, 1909 and recorded November 8, 1909 in Liber 3178, Cp. 372...**TOGETHER** with the rights and benefits to a certain retaining wall with the rear of said premises and to the premises in the rear of and immediately adjoining said premises and as set forth in two certain deeds one thereof made by E. R. Strong to the Brooklyn Union Elevated Railroad Company...and recorded in Liber 45 page 420 in Section 16 and the other thereof made by Henry F. Newbury and his wife to the Brooklyn Union Elevated Railroad Company recorded in Liber 3178, Cp. 372...**TOGETHER** with the right of way as owner of said premises over Newkirk Plaza.

Block Lot	Addresses	Location	Occupant
5236 24	16 Newkirk Plaza 628 E 16 th St	ES-108 ft N of Foster	16B=T-Mobile

6/1/1977 Deed references property line for the RR property's eastern boundary as **61 feet** west of this lot's eastern end as described in deed made by Henry F. Newbury and Anna F. Newbury his wife to the **Brooklyn Union Elevated Railroad Company** dated November 4, 1909 and recorded in Section 16, Block 5236A on November 8, 1909 Liber 3178, Cp. 372.

Block Lot	Addresses	Location	Occupant
5236 25	17 & 17-A Newkirk Plaza 630 E 16 th St	ES-88 ft N of Foster	17A=Newkirk Fruit

10/9/1970 Deed references property line for the RR property's eastern boundary as **61 feet** west of this lot's eastern end as described in deed made by Henry F. Newbury and Anna E. Newbury his wife to the **Brooklyn Union Elevated Railroad Company** dated November 4, 1909 and recorded in Section 16, Block 5236A on November 8, 1909 (the reference to "Liber 3178, Cp. 372" is omitted in this deed, just as others might omit Section and Block).

Block Lot	Addresses	Location	Occupant
5236 26	18-23 Newkirk Plaza 634-632 E 16 th St 1525 Foster Ave	SE End of Plaza ES-50 ft N of Foster	23=Santander Bank

2/23/1966 Mortgage references property line for the RR property's eastern boundary as **61 feet** west of this lot's eastern end as described in deed made by Henry F. Newbury and Anna F. Newbury his wife to the **Brooklyn Union Elevated Railroad Company** dated November 4, 1909 and recorded on November 8, 1909 in Liber 3178, Cp. 372, said land now being known as the Brighton Beach RR Line of the NYC Transit System...**TOGETHER** with the benefits set forth in Retaining Wall Easement and Reservation recorded in Liber 45 Section 16 Cp. 420 and Right of Way Easement recorded in Liber 3178 Cp. 372. Together with good and sufficient easement of ingress and egress over Newkirk Plaza adjoining the above described premises from said described premises to the nearest public highway. **Note:** First building here erected in 1911.

WEST SIDE OF PLAZA (Developed 1916-1930):

The bank on the SE corner appeared here in 1916, but the rest of the block-face emerged in the 1920s.

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 35	24 & 25 Newkirk Plaza 1509 Foster Avenue	SW Corner of Plaza	JP Morgan Chase Bank

11/2/89 Mortgage between Bank & owner contains in part this description: The Greater New York Development Company [formed 1901 by giant realtors Wood, Harmon] **conveyed to Brooklyn Union Elevated RR Company a portion of land by deed, Liber 50 Page 316 Section 16 dated 3/9/1906.** DOB indicates original one-story building first erected here in 1916 (since replaced). Note: Recent deeds combined Lot 35 with Lot 36.

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 39	26 Newkirk Plaza 629 Marlborough Rd	WS, 50 ft N of Foster	Vacant. Formerly Geo Pediatrics; Gyro King; Plaza Bagels

1972 Deed does not reference any easement.

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 40	27 to 35 Newkirk Plaza 625 Marlborough Rd	WS-111 ft N of Foster	29=Centers Urgent Care 30=Coffee Z 32=Nails 33= Vape Shop 34=Vacant

1972 Deed does not reference any easement.

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5235 46	37 to 40 Newkirk Plaza 621 Marlborough Rd	WS-224 ft N of Foster	37=Plaza Grocery 39=Keep Clean Laundromat

1973 Deed does not reference any easement.
Lots 46 & 48 covered by same 1973 deed.

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5235 48	41 to 45 Newkirk Plaza 609-615 Marlborough	WS-224 ft N of Foster	41B=Apple Tree Gourmet 41A=Crab du Jour 41=Pablo's Restaurant 45=Metro PCS

1973 Deed does not reference any easement.
Lots 46 & 48 covered by same 1973 deed.

<u>Block Lot</u>	<u>Addresses</u>	<u>Location</u>	<u>Occupant</u>
5236 1	1500 Newkirk Ave 601 Marlborough Rd	NW C/O Newkirk Ave	Stop Work Order. Former Hotel+Gas Station

Per **Index # 14762/1963, Kings County Supreme Court, 601 Marlborough taken by NYCTA for "construction of platform."** Note: 2008 deed per sale of property by UDL Gas Co. to present owner (601 Marlborough, LLC) references "land of Hammond" and taking of portion of property "to open Newkirk Avenue" (late 1890s-early 1900s). Property: 132 ft south along Marlborough, then east 59 ft at a 65 degree angle, then north 102 ft at a 114 degree angle along RR's land, then easterly 3 ft at an angle of 97 degrees along same land, then north 31 ft at angle of 103 degrees to Newkirk, then west 66 ft along Newkirk at an angle of 60 degrees to point of beginning.

=====

NOTES:

- Lot s37 & 38 are on Foster and do not abut the Plaza. Lots 41 through 45 & 47 do not exist.

- The Greater New York Development Company was incorporated in NYS with the intent of buying parcels in southern Brooklyn. Its \$4 million dollars in capital reported at incorporation made it a national news story. They bought the farmland adjoining the west side of Plaza that extended to Ocean Parkway.

=====

Exhibit I

TALK OF SPITE FENCE AROUSES FLATBUSH

Dame Rumor Says Henry F.
Newberry Is Going to Build
One at Newkirk Av. Plaza.

"WHAT OF IT," SAYS NEWBERRY.

"It's My Land and I Shall Do What-
ever I Like With It"—Residents
Petition Pounds.

Is an irate property owner going to erect a spite fence on the plaza ad-
joining the Newkirk avenue station
of the Brighton Beach elevated?

Dame Rumor says so, and the man
the nearby residents mention as the
fence builder is Henry F. Newberry,
the owner of the plot at the corner
of the plaza and Foster avenue.

But just to make sure that Mr. New-
berry might not do what they consider
would be an "outrageous" thing, sixty-
seven good people of Flatbush have
signed a petition to Borough Presi-
dent Pounds asking that the Bureau
of Highways refuse to grant a per-
mit to build the fence, if such per-
mission were asked. For Dame Rumor
had also said that this was Mr. New-
berry's plan of action.

The big point at issue is whether
thirteen feet of the twenty feet width
of the plaza is ordinary property or
whether the public has practically ac-
quired a right to it by virtue of using
it as a highway for eight years.

"It's a public right of way," claim
the residents.

"It's my land," asserts Mr. New-
berry. And as for his asking the
Bureau of Highways permission to
build a fence around this section of
the plaza, that would be "absurd," he
says.

"These people should know better,"
he said at his home at 142 Park place
last night. "Why should I ask permis-
sion to fence in my own property? I
shall do whatever I like with it."

"But it is claimed this plaza is all
public property," Mr. Newberry was
reminded.

"Nonsense; just look up the rec-
ords. They speak for themselves."

The petition to the Borough Presi-
dent says the fence would be for
spite.

"What of it?" asked Mr. Newberry.

And there the matter rested. Mr.
Newberry declined to indicate what
his plans were, although he made it
very evident that he was mad clear
through at the way he was being
treated in the matter.

"I am the only man who could get
an express station for Flatbush," he
said, sadly, "and this is what I get
for it."

The petition to Borough President
Pounds, which has been turned over
to Superintendent Linborough of the
Bureau of Highways, concludes as fol-
lows, after citing what it is feared Mr.
Newberry intended to do:

"The undersigned represent this
would be a serious curtailment of the
rights of the public, and would seri-
ously inconvenience the residents of
that neighborhood in going to and
from the railroad station. The pro-
posed fence is not sought to be built
for any other purpose than to gratify
a spite of the said Henry F. Newberry,
and the undersigned, believing that
such a fence should not be erected un-
der the circumstances stated, petition
you to decline the issuance of such a
permit if application therefor be
made."

The petition states that such a fence
would cut off two-thirds of the plaza
for a distance of 150 feet, leaving only
an eight-foot passageway for several
thousand people who use it in going
to and from the station every day. W.
J. Stevens was the man who headed
the list of protestants.

The fear of the petitioning residents
that Mr. Newberry plans to build a
spite fence was based, they said, on a
previous attempt of his to do this. And
thereby hangs a tale of how Mr. New-
berry was summoned to court.

It was on July 24 that he appeared
before Magistrate Nash in the Flat-
bush police court charged with viola-
tion of the corporation ordinance. He
had been served with a summons by
Officer Phillips of the Parkville sta-
tion who had been told of Mr. New-
berry's activities by neighbors. The lat-
ter was alleged to be in the act of
building a fence where it would ob-
struct a public right of way. The case
was dismissed. And Mr. Newberry
points to this legal victory as evidence
of the rectitude of his intentions.

Just what is the underlying cause
of the row remains more or less of a
mystery.

Exhibit J

COMPOSITE COPY
OF
AGREEMENT OF LEASE
BETWEEN
THE CITY OF NEW YORK
AND
NEW YORK CITY TRANSIT AUTHORITY

**(Dated, June 1, 1953; Amended April 19, 1960 and
March 6, 1962; Supplemented by Agreement dated
March 20, 1962; Amended and Renewed by
Agreement dated October 5, 1962;
Amended April 7, 1965;
Amended by Agreement
dated March 31, 1982;
Amended April 11, 1995**

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AGREEMENT OF LEASE

AGREEMENT OF LEASE made this 1st day of June, 1953 between THE CITY OF NEW YORK ("City") and the NEW YORK CITY TRANSIT AUTHORITY ("Authority"), a public benefit corporation existing by virtue of Chapters 200 and 201 of the Laws of 1953, being Sections 1200 to 1221, inclusive, of Article 5, Title 9 of the Public Authorities Law¹ ("Act").

WITNESSETH:

WHEREAS pursuant to the Act there was created the Authority for the purposes of the acquisition of the transit facilities operated by the Board of Transportation of the City and the operation of transit facilities in accordance with the provisions of the Act for the convenience and safety of the public on a basis which will enable the operations thereof, exclusive of capital costs, to be self-sustaining; and

WHEREAS pursuant to the provisions of the Act, the Authority and the City may enter into an agreement for the transfer from the City to the Authority, for use in the execution of the corporate purposes of the Authority, of the transit facilities now owned or hereafter acquired or constructed by the City and any other materials, supplies and property incidental to or necessary for the operation of such transit facilities; and

WHEREAS pursuant to the provisions of Section 1203 of the Act, the City, by resolution of the Board of Estimate, has duly authorized the execution of this Agreement on its behalf; and

WHEREAS the Authority by resolution has duly authorized the execution of this Agreement on its behalf; and

WHEREAS, the Act, as amended by the Laws of 1981, provides that the Authority may incur certain capital costs and may issue its bonds or notes or lease, sublease and other contractual obligations in connection therewith; and

WHEREAS, the Act, as so amended, authorizes the extension and amendment of this Agreement in a manner not inconsistent with the provisions of or in derogation of the powers of the Authority as provided in the Act; and

WHEREAS, pursuant to the provisions of Section 1207-m of the Act, the City and the Authority have each duly authorized the execution of and the Metropolitan Transportation Authority has approved the Amendment of this Agreement dated March 31, 1982;

Now THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed as follows;

¹ In this Composite Copy, the provisions of the Public Authorities Law are numbered in accordance with L. 1957, C. 914, §3, eff. April 24, 1957.

ARTICLE I

DEFINITIONS

SECTION 1.1. Except where the context hereof otherwise requires, all words and terms defined in the Act when used herein shall have the meanings now assigned to them by the Act, except that the term "transit facilities" shall also be deemed to include street surface railroads and the term "property" shall also be deemed to include personal property.

SECTION 1.2. As used herein the word "Agreement" shall mean this Agreement of Lease.

SECTION 1.3. As used herein the following terms shall have the following meanings:

"Board of Transportation" shall mean the Board of Transportation of the City as existing on the effective date of the Act.

"Leased Property" shall mean the transit facilities and any other materials, supplies and property incidental to or necessary for the operation of such transit facilities referred to in Section 2.1 of Article II hereof and the real property referred to in Section 2.2 of Article II hereof, provided, however, that the term "Leased Property" shall, except as provided in Section 6.9 of Article VI of this Agreement, not include any facilities, materials, supplies or property which have not been furnished to the Authority by the City or the Board of Transportation, or the total cost of which has not been paid for by the City, or for the cost of which the Authority has not been totally reimbursed by the City.

"Financing Agreement" shall mean any bond resolution of the Authority, any bonds or notes or leases, subleases or other contractual obligations or agreements issued or incurred by the Authority or its subsidiaries pursuant to Sections 1207, 1207-b or 1207-m of the Act, including such corresponding sections as may from time to time be in effect during the term of this Agreement, including any agreement of the Authority with Metropolitan Transportation Authority pursuant to subdivision 4 of Section 1266-c of the Public Authorities Law, and any lease or sublease entered into by the Authority or its subsidiaries for equipment or facilities sold or transferred by the Authority or its subsidiaries to a lessor or sublessor or entered into in connection with the financing thereof.

SECTION 1.4. Words in the singular number shall include the plural, and those in plural number shall include the singular.

ARTICLE II

LEASE

SECTION 2.1. The City hereby leases to the Authority for a term of 10 years commencing with 12:01 A.M. Eastern Daylight Saving Time, June 15, 1953 (herein called the "effective date") for use in the execution of the corporate purposes of the Authority all of the transit facilities now owned or hereafter acquired or constructed by

the City and any other materials, supplies and property incidental to or necessary for the operation of such transit facilities. The City hereby authorizes the Authority to take jurisdiction, control, possession and supervision of such transit facilities, materials, supplies and property on the effective date. The foregoing provisions of this Section 2.1 limiting the term of this Agreement shall be superseded by, but only to the extent of the provisions of, Article XVI of this Agreement. (Amended October 5, 1962.)

Notwithstanding the provisions of Section 2.1 of the Agreement of Lease between the City and the Authority, dated June 1, 1953, as amended, renewed and supplemented or any other provisions of said Lease, the City hereby transfers to the Authority title and ownership to the materials and supplies incidental to or necessary for the operation of the transit facilities which were heretofore leased to the Authority. (Amended April 7, 1965.)

SECTION 2.2. The Authority shall have on the effective date the use and possession of all real property owned or leased by the City and used or occupied by the Board of Transportation on March 15, 1953 in connection with or incidental to the operation of such transit facilities. The Authority agrees to reimburse the City for any rentals paid from and after the effective date by the City to the owners of the property leased by the City (hereafter in this Section 2.2 referred to as "rented property") which shall be used and possessed by the Authority pursuant to this Section 2.2; provided, however, that the obligation of the Authority to make such reimbursement to the City shall cease on the date when the Authority shall surrender or tender the surrender of the use and possession of any of such rented property to the City, except that the Authority shall not surrender possession of the rented property now used by the Board of Transportation as the Jamaica Bus Terminal if such surrender shall have the effect of causing the City to incur any liability.

SECTION 2.3. Upon the filing by the Authority with the Clerk of the City and the Secretary of State of a copy of this Agreement, the Authority shall take possession and control of the Leased Property, together with all contracts, books, maps, plans, papers and records of or in the possession of the Board of Transportation of whatever description incidental to or necessary for the operation of the facilities transferred by this Agreement or the performance of the duties of the Authority as provided by the Act.

SECTION 2.4. The City does not by this Agreement lease to the Authority (a) property under the jurisdiction of the Board of Transportation prior to June 1, 1953 which the Board of Transportation had declared prior to such date, by formal communication to the Board of Estimate, to be property not used in connection with, incidental to, or necessary for, the operation of the Leased Property, or (b) the property or lease pursuant to which The Long Island Rail Road Company operates in and on Atlantic Avenue.

SECTION 2.5. All other property under the jurisdiction of the Board of Transportation on the effective date which is not expressly excepted pursuant to Section 2.4 of this Article II, is hereby transferred to the jurisdiction of the Authority

*By supplemental agreement between the City and the Authority, dated March 20, 1962, provision was made for the operation of certain omnibus facilities to be acquired by the City by the Manhattan and Bronx Surface Transit Operating Authority.

until there is a determination whether such property is incidental to, necessary for, or connected with the operation of the transit facilities or other property leased herein or the performance of the duties of the Authority as provided by the Act. Such determination shall be made by a committee composed of a person or persons chosen by the Authority and of a person or persons chosen by the City; the Authority and the City shall have equal representation on such committee. The Authority and the City recognize that determinations pursuant to the provisions of this Section 2.5 whether property is incidental to, necessary for, or connected with, the operation of the transit facilities or other property leased herein or the performance of the duties of the Authority as provided by the Act need not be made on the basis of lot descriptions but may be made on the basis of an appropriate severance of the property under determination. In the event that such committee is unable to make such determination by December 31, 1953, the Authority and the City agree to submit the matter in controversy for determination in the manner provided by Section 14.1 of Article XIV hereof. Pending determination as hereinabove prescribed, all net revenues derived from the operation of property subject to such determination shall be held in escrow by the Authority. Jurisdiction of any of such property determined not to be incidental to, necessary for, or connected with the operation of the transit facilities or other property leased herein or the performance of the duties of the Authority as provided by the Act, shall be promptly surrendered by the Authority to the City and any net revenues derived from the operation of such property from the effective date to the date of such surrender shall be remitted to the City. Such property as is finally determined to be property incidental to, necessary for, or connected with the operation of the transit facilities or other property leased herein or the performance of the duties of the Authority as provided by the Act, shall be deemed to be part of the Leased Property.

SECTION 2.6. The City has asserted that there may be rental or other income derived from the Leased Property which is not revenue as defined by the Act and the Agreement. (Such income is hereinafter in this Section 2.6 referred to as "non-transit income".) Not later than November 1, 1953, the City will serve a notice on the Authority specifying the items which the City claims are non-transit income. After the effective date all net income from such items shall be collected and held by the Authority until there is a determination whether the same is revenue as so defined. Such determination shall be made by the committee and otherwise in the time and manner prescribed in Section 2.5 of this Article II. The net amount of any such income so determined not to be revenue as so defined shall be released and remitted to the City and the remainder shall be retained by the Authority for use in its operations.

SECTION 2.7. The Authority and the City will execute and deliver to each other such further documents as may be necessary to carry out the purposes of Sections 2.5 and 2.6 of this Article II.

SECTION 2.8. The Authority may use and occupy real property (in addition to that transferred pursuant to Sections 2.1 and 2.2 of this Article II) now or hereafter owned or leased by the City on such terms as may, from time to time, be mutually agreed upon by the City and the Authority.

SECTION 2.9. a. If any Leased Property, consisting of real property or any interest therein, is determined by the Authority to be no longer required by it, the Authority shall surrender its interest therein to the City.

b. If any Leased Property, not consisting of real property or any interest therein, is determined by the Authority to be no longer required by it, the Authority shall notify the Director of Management and Budget of the City or such other City official as the Mayor may designate in writing of such determination and identify the property which is the subject of such determination. The Authority shall surrender to the City its interest in any of such property requested by the City within 30 days of such notice. If no such request shall be made by the City with respect to such property or any portion thereof within such period, the interest of the City in such property shall be deemed to have been transferred to the Authority and the Authority may dispose of such property in such manner and for such consideration as it shall determine and any proceeds realized upon such disposition shall be retained by the Authority.

c. If the Authority determines that any real property owned by it is no longer required by it, the Authority shall notify the Director of Management and Budget of the City or such other City official as the Mayor may designate in writing of such determination, which notice shall identify the property and the nature of any liens or encumbrances thereon. If, pursuant to the terms of any Financing Agreement the Authority is prohibited from transferring such property except for value, such notice shall also identify the Financing Agreement or Agreements containing such prohibition and describe the manner in which the Authority intends to dispose of such property. The City acknowledges that if proceeds of a Financing Agreement are utilized to acquire or substantially improve any real property owned by the Authority or if a Financing Agreement is entered into in connection with the acquisition of any real property, such Financing Agreement will prohibit the disposition of such property by the Authority otherwise than for value. If the transfer of such property is not subject to such prohibition and if so requested by the City within 60 days of such notice, the Authority shall transfer its interest in any such property, subject to such liens and encumbrances, to the City without consideration upon the City undertaking, in a form satisfactory to the Authority, to assume and hold the Authority harmless with respect to any remaining or continuing obligations of the Authority with respect to such property. (Amended March 31, 1982.)

ARTICLE III

TREATMENT OF CAPITAL COSTS

SECTION 3.1. Capital costs of a nature not heretofore charged as operating expenses and not paid or financed through Financing Agreements or not paid or financed with funds granted to the Authority for such purposes, shall be paid by the City, or at the option of the Authority, may be paid in the first instance by the Authority, but in such event, the Authority shall be entitled to recover from the City the amount of such costs; provided, however, that the total amount of such capital costs to be paid by or recovered from the City which the Authority may incur without the approval of the Mayor in any fiscal year of the City shall not exceed \$5,000,000, and that no other such capital costs to be paid by or recovered from the City may be incurred by the Authority without such approval. Where the City is required to reimburse the Authority for the amount of any capital costs pursuant to the Agreement, serial bonds or capital notes may be issued by the City pursuant to the local finance law, to finance any such reimbursement in the same manner and to the same extent as if such costs were to be paid directly by the City. (Amended March 31, 1982.)

SECTION 3.2. The Authority shall submit annually to the Director of Management and Budget on such date as the Mayor may direct City agencies to submit departmental estimates for capital projects pursuant to Section 214 of the New York City Charter, an estimate, for inclusion in the Capital Budget of the City, of all capital costs of a nature not heretofore charged as operating expenses and which are to be paid by or recovered from the City. The City shall not be required to include any proposed expenditure in its Capital Budget nor shall the City be required, pursuant to this Agreement, to pay or reimburse the Authority for any expenditure as a capital cost if such expenditure is by reason of its nature or purpose such that it is not classifiable as a capital expenditure under generally accepted accounting principles and therefore not legally includable in the City's Capital Budget pursuant to Chapter 9 of the City Charter, the Municipal Assistance Corporation for the City of New York Act or the New York State Financial Emergency Act for the City of New York, all as the same may be amended from time to time. (Amended March 31, 1982.)

SECTION 3.3. (Deleted by amendment dated March 31, 1982.)

SECTION 3.4. (Deleted by amendment dated March 31, 1982.)

SECTION 3.5. (Deleted by amendment date October 5, 1962.)

SECTION 3.6. Neither the Authority's right or power to issue or enter into Financing Agreements as provided in the Act nor the payment or financing of any capital costs through the issuance or incurrence of any such Financing Agreements or with funds granted to the Authority for such purposes shall relieve the City of any obligations it may have under the Act or this Agreement with respect to capital costs. (Amended March 31, 1982.)

ARTICLE IV

PAYMENTS By THE CITY

SECTION 4.1 The City shall pay liabilities of the City or the Board of Transportation for:

(a) Pension or retirement contributions on behalf of persons who were employed on transit facilities acquired by the City prior to the effective date of the Act.

(b) Contributions to the New York City Employees' Retirement System on behalf of officers or employees whose compensation has been paid out of the operating revenues of the Board of Transportation, which contributions have or shall after the effective date of the Act become due or payable for fiscal years of the City ending on or before June 30, 1953; provided, however, that the City shall have no liability for such contributions in respect of services rendered by such officers or employees after the effective date.

(c) The City shall pay into the IRT Voluntary Relief Fund any amount which the 'Company' (Interborough Rapid Transit Company) was or would be required to pay into said fund under the regulations of the IRT Voluntary Relief Department in effect when the City acquired the facilities and assets of the Interborough Rapid Transit

Company. (Amended April 7, 1965.)

SECTION 4.2. The City shall pay all other liabilities of the Board of Transportation accruing to the effective date.

SECTION 4.3. (Deleted by amendment dated October 5, 1962.)

ARTICLE V

PENDING ACTIONS AND PROCEEDINGS

SECTION 5.1. The City hereby assumes, and agrees that it shall be responsible for, the payment of, discharge of, defense against, and final disposition of, any and all claims, actions or judgments, including compensation claims and awards and judgments on appeal, based upon any claim or a Cause of action arising prior to the effective date and heretofore or hereafter asserted against the Board of Transportation, the City or the Authority.

SECTION 5.2. Subject to the provisions of Section 5.3 of this Article V, the Authority agrees to permit the use by the City of its facilities, including the services of the Torts Division of its Law Department, its Workmen's Compensation Bureau and its Medical Department in connection with the defense against and disposition of such claims, actions and judgments.

SECTION 5.3. The City and the Authority shall cooperate in determining methods of allocating to the City, and of assuring payment by the City to the Authority, of the City's proportionate share of the cost of maintaining and conducting the facilities mentioned and described in the foregoing Section 5.2 hereof. In the event of failure by the City and the Authority to agree upon such methods prior to September 1, 1953 the Authority shall not be bound by the provisions of Section 5.2 hereof and in such event the City shall pay its proportionate share of the cost of maintaining and conducting such facilities to such date.

ARTICLE VI

PARTICULAR COVENANTS

SECTION 6.1. If in the opinion of the Board of Estimate and the Mayor the continued maintenance and operation of existing transit facilities, service on which is discontinued by any present private operator, would be expedient, practicable and in the public interest, the Authority shall, subject to such prohibitions, limitations, restrictions and conditions as may be contained in any Financing Agreements, prepare a plan for the acquisition by the City of such transit facilities and maintenance and operation thereof by the Authority, and when such plan shall have been approved by the Board of Estimate and the Mayor and such transit facilities shall have been acquired by the City, the Authority shall, subject to such prohibitions, limitations, restrictions and conditions as may be contained in any Financing Agreements, maintain and operate the same in accordance with the provisions of the Act and this Agreement. (Amended March 31, 1982.)

SECTION 6.2. The Authority covenants that it will not, without the consent of the Board of Estimate, enter into any contracts requiring the payment of funds or the performance of work or the delivery of goods beyond the term of this Agreement. or any renewal thereof; provided, however, that nothing herein contained shall be deemed to limit or restrict the power granted the Authority to manage, control or direct the maintenance and operation of the Leased Property or any other of its property incidental to or necessary for the operation of the transit facilities or the service thereof or to fulfill its obligations, covenants and agreements contained in any Financing Agreements. (Amended March 31, 1982.)

SECTION 6.3 The Authority does hereby assume all contracts made by the Board of Transportation or by the Board of Transportation on behalf of the City which require the payment of money or the performance of any service by the City or the Board of Transportation for or in connection with the construction, maintenance and operation. of the Leased Property; provided, however, that the City shall remain liable for the payment of money required to be paid by any contract involving expenditure of capital costs pursuant to a project contained in a capital budget and for which moneys have heretofore been appropriated by the Board of Estimate; and provided further that nothing herein contained shall be deemed to restrict, alter or diminish the liabilities accruing to the effective date which are to be paid by the City pursuant to Section 4.2 of Article IV hereof. The Authority shall succeed to all rights reserved to the City under and pursuant to the provisions of any such contracts, except as otherwise provided in Section 9.2 of Article IX hereof.

SECTION 6.4. The Authority shall be responsible for the payment of all charges for the furnishing of water, gas and electricity used by or on behalf of the Authority in connection with the Leased Property. In the event that gas or electricity is furnished to the Authority under contracts between the City and private gas or electric companies, the rates charged the Authority by the City shall not be in excess of the rates charged to the City or any department thereof for such service.

SECTION 6.5. The Authority will endeavor, during the presence of ice or snow, to maintain the operation of the transit facilities on the regularly established schedules therefor; provided, however, that nothing herein contained shall be deemed to create any duty, obligation or liability on the part of the Authority not heretofore imposed upon the Board of Transportation in connection with its operation of transit facilities.

SECTION 6.6. The City, through its properly authorized officers and employees in the performance of their official duties, but subject to the provisions of such reasonable rules and regulations as may be promulgated from time to time by the Authority to prevent undue interference with the operation of the Leased Property, shall have the right to free access to make reasonable inspection of the Leased Property.

SECTION 6.7. The Authority agrees that in its operations of transit facilities it will comply with all rules and regulations relating to parking and traffic, including one-way operation on streets comprising all or part of a route, promulgated from time to time by the City through any duly authorized agency thereof. In the event the City intends to establish one-way operation or re-establish two-way operation of traffic on any route or major portion of a route on which transit facilities under the jurisdiction of the Authority

are operated, the City will give fifteen (15) days' notice to the Authority to afford it an opportunity to adjust its operations to conform to such regulations.

SECTION 6.8. The Authority covenants that, during the term of this Agreement, it shall be responsible for the payment of, discharge of, defense against, and final disposition of, any and all claims, actions or judgments, including compensation claims and awards and judgments on appeal, resulting from any accident or occurrence arising out of or in connection with the operation, management and control by the Authority of the Leased Property. Disputes pursuant to this section arising out of policing of the Leased Property shall be subject to adjudication in a court of competent jurisdiction, and shall not be governed by sections 14.1 and 14.2 of this Agreement. (Amended April 11, 1995.)

SECTION 6.9. The Authority covenants that title to all transit facilities and other property acquired by the Authority for its use during the term of this Agreement, the total cost of which has been paid for by or reimbursed by the City, will be taken in the name of the City, and the City covenants that all such transit facilities and other property shall be deemed leased to the Authority pursuant to the terms of this Agreement. Any property heretofore acquired by the Authority in the name of the City which by virtue of the amended definition of the term "Leased Property" is no longer included within such defined term shall be deemed to be the property of the Authority, and, upon request of the Authority, the City shall execute such documents or conveyances as may be necessary or appropriate to evidence the ownership of such property by the Authority. Title to any property hereafter acquired by the Authority, neither the total cost of which is paid for or reimbursed by the City nor any portion of the cost of which is financed by the sale of obligations of the City, shall be taken in the name of the Authority or as the Authority may designate. The Authority further covenants that if any portion of the cost of any property hereafter acquired by it is financed by the sale of obligations of the City, title to such property will be taken in the name of the City and such property shall be deemed Leased Property for purposes of this Agreement, unless or until the Authority shall receive a notice from the Director of Management and Budget of the City stating with respect to any such property that the inclusion thereof as Leased Property will not be or is no longer required to effect such financing in accordance with applicable law, upon receipt of which notice such property shall be deemed to be property of the Authority.

If, pursuant to Subdivision 9, Section 553 or Section 1266-c of the Public Authorities Law, the Authority shall request Triborough Bridge and Tunnel Authority (TBTA) or Metropolitan Transportation Authority (MTA) to reconstruct, rehabilitate or improve any Leased Property, and if no portion of the cost thereof is or is to be paid by the City, the City shall, by action of its Mayor alone as provided in Sections 553-e and 1266-c of the Public Authorities Law, upon the request of the Authority and upon its representation that such transfer will facilitate the reconstruction, rehabilitation or improvement or the financing thereof, transfer title to such Leased Property to the Authority. Subject to the conditions hereinafter set forth, and upon its representation that such transfer will facilitate the reconstruction, rehabilitation or improvement of such property or the financing thereof, the Authority may designate the transfer by the City to be made directly to TBTA or MTA. As a condition to any such transfer to TBTA or MTA, the Authority shall represent to the City that the TBTA or MTA, as the case may be, has agreed:

(a) that title to such property will be transferred by TBT A or MTA to the Authority upon completion of the reconstruction, rehabilitation or improvement unless prohibited by the terms of the financing of the project or unless such financing involves a sale-leaseback which requires title to such property to be transferred to the purchaser-lessor;

(b) if the financing involves a sale-leaseback of the property, that the Authority shall either be the lessee thereof or, if TBTA or MTA is to be the lessee, that the property shall be subleased to the Authority under a sublease which shall contain an assignment to the Authority of any option or right which the lessee may have to purchase the property;

(c) if the financing arrangements prohibit the transfer of the property to the Authority upon completion of the reconstruction, rehabilitation or improvement, that such transfer shall be made when the financing arrangements have been satisfied; and

(d) that prior to satisfying the financing arrangements TBTA or MTA shall not dispose of the property for non-transit purposes without first offering the property, subject to the offeree satisfying or assuming the requirements of the financing arrangements, to the Authority and, if the Authority declines such offer, to the City, and if both the Authority and the City decline such offer and the property is sold by MT A or TBT A, that any net proceeds realized upon such sale, after satisfying the financing arrangements, shall be remitted to the Authority for its corporate purposes. (Amended March 31, 1982.)

SECTION 6.10. The Authority accepts the Leased Property in its condition as of the effective date, without warranty or representation by the City, subject to existing encumbrances and leases affecting such Leased Property.

SECTION 6.11. The Authority recognizes that its statutory purposes are the acquisition of the transit facilities operated by the Board of Transportation and the operation of transit facilities in accordance with the provisions of the Act for the convenience and safety of the public on a basis which will enable the operations thereof, exclusive of capital costs, to be self-sustaining as provided in the Act; provided, however, that the Authority may incur and obligate itself for the payment of capital costs in the manner and to the extent provided herein or to the extent authorized or provided by law and the Authority may operate the transit facilities and fix and adjust fares, fees, rentals and other charges as will enable it to discharge such obligations and satisfy any of its covenants or undertakings given in connection therewith. (Amended March 31, 1982.)

SECTION 6.12. The Authority agrees that, with respect to the Leased Property, it will not charge depreciation or obsolescence as an expense of the operations of the Authority for the purpose of fixing or adjusting the rate or rates of fare to be charged for the use of any transit facility operated by the Authority; provided, however, that nothing herein contained shall be deemed to limit or prohibit the Authority from setting aside reserves and fixing or adjusting the rate or rates of fares, fees, rentals or other charges in the manner and to the extent required by any Financing Agreements. (Amended March 31, 1982.)

SECTION 6.13. It is recognized that, in accordance with section 435 of the New York City Charter, the City will perform policing in and about the transportation facilities operated by the Authority, including the Leased Property. Notwithstanding section 6.8 of this Agreement, and final disposition of, any and all claims, actions or judgments, including compensation claims and awards and judgments on appeal, resulting from any accident or occurrence arising out of or on in connection with such policing shall be governed by Sections 26-30 of a Memorandum of Understanding (MOU) entered into between the city and the Authority on March 31, 1995, where applicable. Disputes pursuant to this section shall be subject to adjudication in a court of competent jurisdiction, and shall not be governed by sections 14.1 and 14.2 of this Agreement. (Amended April 11, 1995.)

SECTION 6.14. In view of the fact that materials and supplies are expendable, the Authority agrees that it will replace materials and supplies in the regular course of business as may be required to keep the Leased Property in safe operating and reasonable working condition.

SECTION 6.15. The Authority agrees to maintain reasonable reserves for tort and workmen's compensation claims in accordance with the uniform system of accounts prescribed by the Public Service Commission. (Amended April 7, 1965.)

SECTION 6.16. The Authority covenants that, so long as it shall continue to use or maintain street surface railroad tracks on any street, it shall have and keep in permanent repair that portion of such street between its tracks, the rails of its tracks and two feet in width outside of its tracks to the extent and as required by Section 178 of the Railroad Law; provided, however, that in the event that any such requirement necessitates expenditure by the Authority of capital costs of a nature not charged to operating expense prior to the effective date of the Act within the purview of subdivision (l)(b) of Section 1203 of the Act, the City shall reimburse the Authority therefor.

SECTION 6.17 The Authority agrees to repair damage to sidewalks and roadways directly attributable to its elevated and subway operations and constructions; provided, however, that if the costs of such construction are of a capital nature the repairs made necessary thereby shall be paid by the City.

SECTION 6.18. (Deleted by amendment dated October 5, 1962.)

SECTION 6.19. The City will have no responsibility for maintaining fire personnel in the Leased Property. The City agrees that its Fire Department will respond to calls to put out fires and handle emergencies. (Amended April 11, 1995.)

ARTICLE VII

DECLARATIONS OF INTENTION AND UNDERSTANDING

SECTION 7.1. The Authority declares that, in connection with the exercise of the powers granted to it by subdivision 15 of Section 1204 of the Act to extend, modify, discontinue, curtail or change routes or methods of transportation, it will

consult and confer with the Board of Estimate and give due consideration to the views of the Board of Estimate in the premises. It is the intention of the Authority that it will not make any substantial extension of existing routes of transportation without the prior approval of the Board of Estimate.

SECTION 7.2. The Authority declares that it is its present intention that it will not revise the rate or rates of fares to be charged for the use of any transit facilities leased herein without having first studied and considered, to the extent feasible, the operations, finances and revenues of such transit facilities, provided, however, that nothing contained in this Agreement shall be deemed to limit or restrict the Authority's right or obligation to comply with any covenant relating to the rate or rates of fare to be charged for the use of any transit facility operated by the Authority made with the holders of or parties to any of its Financing Agreements. (Amended March 31, 1982.)

SECTION 7.3. The Authority declares that it is its present intention to conduct and make surveys and studies of the Leased Property with a view to ascertaining whether and to what extent insurance, if any, should be procured and maintained with respect to such Leased Property, or any part thereof.

SECTION 7.4. The Authority recognizes the unique public transportation problem confronting the residents of the Borough of Richmond in that direct transportation between that Borough and the remainder of the City necessarily involves the use of ferries operated by the City through its Department of Marine and Aviation. The Authority declares that it is its present intention, as soon as it is practicable and feasible in its judgment to do so, to undertake a study and survey of the entire transportation system in said Borough in order to determine whether it is desirable and feasible to integrate and synchronize the scheduling of the omnibus operations of the Authority in said Borough with the passenger rail service rendered by the Staten Island Rapid Transit Rail way Company and the aforesaid ferries. In connection with such study, it is the present intention of the Authority to:

(a) give due regard to the development of a transportation program which would further the economic development of said Borough and

(b) consult with the President of said Borough and such others as may be designated by him. The City declares that it is its present intention, whenever the Authority shall give notice to the Board of Estimate in accordance with the provisions of subdivision 15 of Section 1204 of the Act that the Authority proposes to modify, discontinue, curtail or change any transit route or method of transportation in said Borough, to request a public hearing as permitted by said subdivision of the Act. The Authority agrees that, upon the issuance by it of a notice of such a public hearing, it will furnish the Board of Estimate and the President of said Borough with copies of all its public reports and studies, if any, upon which any proposed modification, discontinuance, curtailment or change is predicated. In respect of the time and place of such public hearing, the Authority will give due regard to the convenience of such residents of said Borough as may wish to attend and be heard. Nothing contained in this Section 7.4 shall be deemed to limit or restrict, or have the effect of limiting or restricting, any of the rights or powers of the City or of the Authority under the Act or under any other applicable provision of law, charter or administrative code.

SECTION 7.5. The City acknowledges and agrees that nothing in this Agreement

shall be deemed to prevent the Authority from exercising any of its powers under the Act, as the same may from time to time be amended, and that in the event of any conflict between any of the provisions of this Agreement and the provisions of the Act or of any general resolution pursuant to which the Authority is to issue any of its bonds or notes or Metropolitan Transportation Authority is to issue any of its special obligation bonds or notes, provided in each case such resolution has been approved by the Metropolitan Transportation Authority Capital Review Board as provided in Section 1269-b of the Public Authorities Law, the provisions of the Act and such resolution or resolutions shall be controlling. (Amended March 31, 1982.)

SECTION 7.6. Each reference in this Agreement to the intent or present intention of either of the parties hereto shall be deemed to refer to and to describe an intent at the time such provision was first included in this Agreement, and, unless the context otherwise requires, shall not be deemed to constitute a reaffirmation of such intent at the time of any amendment heretofore or hereafter made to this Agreement. (Amended March 31, 1982.)

ARTICLE VIII

SEWER AND OTHER RIGHTS RESERVED TO THE CITY

SECTION 8.1. The Authority and the City recognize that in, on or across the Leased Property there are presently located sewers, water mains, sludge lines, tanks, power lines, telephone lines and other service facilities of the City used for other than transit purposes and also recognize that the maintenance of such service facilities is reserved to and the duty of the City.

SECTION 8.2. Subject to the provisions of Section 8.3 of this Article VIII, the City, through its duly designated officers and employees, shall have the right to enter upon the Leased Property with men, equipment, trucks and vehicles for the purpose of making repairs, replacements, extensions and relocations of such service facilities as shall be necessary in the opinion of the City.

SECTION 8.3. Repairs, replacements, extensions, relocations and installations of such service facilities and other public improvements shall be made at times and in a manner consistent with present practices and such reasonable rules and regulations as may be promulgated from time to time by the Authority to prevent unnecessary interference with the operation of the Leased Property for the convenience and safety of the public.

ARTICLE IX

ADVANCEMENT AND COMPLETION OF ROCKAWAY IMPROVEMENT

SECTION 9.1. The Authority agrees that, at the request of the City, and to the extent that the capital funds therefor have been appropriated by the Board of Estimate, it will complete the construction and improvement of the Rockaway Lines defined in that certain agreement made the 5th day of September, 1952, between William Wyer, as Trustee of the property of The Long Island Rail Road Company, Debtor, and the City, acting by the Board of Transportation (which agreement is hereinafter in this Article IX called "the Rockaway agreement"). The Authority agrees that, at the request

of the City, it will execute that certain proposed lease annexed as Schedule D to the Rockaway agreement.

SECTION 9.2. The Authority agrees that the rentals which may become due under the proposed lease referred to in Section 9.1 of this Article IX will be paid and turned over to the City. The City agrees to assume and pay such grade crossing elimination costs and charges as are payable pursuant to Article Sixth of the Rockaway agreement.

ARTICLE X

SOUTH BROOKLYN RAILWAY COMPANY

SECTION 10.1. The Authority hereby agrees that it will perform, to the same extent as heretofore performed by the Board of Transportation, the obligations presently imposed upon the Board of Transportation by the provisions of agreements now in existence between South Brooklyn Railway Company and the Board of Transportation, and the Authority shall be entitled to all of the rights and privileges of the Board of Transportation under such agreements; provided, however, that the Authority shall have the right, from time to time, on thirty (30) days' notice to the City, to request revisions of the terms of any such agreements whenever the Authority believes that the provisions of such agreements do not adequately provide for full reimbursement of the Authority for the entire cost (including, without limiting the generality of the foregoing, overhead, social security taxes, pension contributions, if any, and other expenses paid by the Authority) incurred in the performance of such obligations as are imposed upon it by such assumption or that the rentals payable to South Brooklyn Railway Company by the Authority under any of such agreements are excessive. The City agrees to cause South Brooklyn Railway Company to execute and deliver to the Authority any supplemental or amendatory agreement setting forth any revisions of such agreements as may be mutually agreed upon between the City and the Authority as being necessary in order to assure that the Authority shall be fully reimbursed for any expenses or charges incurred by it in connection with the obligations imposed upon the Authority under the terms of such agreements.

ARTICLE XI

DISPOSITION OF BUS LINES

SECTION 11.1. It is hereby declared to be the intent and policy of the City and the Authority that, to the extent feasible, it is in the best interests of the City, the Authority and the traveling public that the surface omnibus operations of the Authority be replaced by private bus operation. Section 363 of the New York City Charter provides that every grant of or consent to a franchise of any character must be by authority of the Board of Estimate. The Authority and the City agree that no act or actions will be taken by the Authority that would result in the establishment of omnibus operations on or over any of the streets of the City by private omnibus operation without the granting of a certificate of public convenience and necessity from the Public Service Commission, and without the granting of a franchise by the Board of Estimate to the private omnibus operator. The Authority recognizes that any

plan for the sale of surface lines, or the property used on such lines requires the separate approval of the Board of Estimate. (Amended March 31; 1982.)

ARTICLE XII

INSPECTION OF ACCOUNTS

SECTION 12.1. The Comptroller and his duly designated representatives shall have the right to inspect the books, records and accounts of the Authority during regular business hours and subject to such reasonable rules and regulations as may be promulgated from time to time by the Authority.

SECTION 12.2. The Authority will deliver to the Mayor, the Comptroller and the Board of Estimate a copy of its annual report on or before the 1st day of February of each year and will furnish to the Comptroller a copy of any audit report made to the Authority by its internal auditors or by independent accountants relating to the Leased Property.

ARTICLE XIII

ADJUSTMENTS

SECTION 13.1. The operation of the Leased Property shall be continued without interruption, and for all purposes of adjustment or closing of accounts it is agreed that the Leased Property and the operations thereof shall be deemed to be subjected to the control of the Authority as of the effective date. The accounts of the Board of Transportation shall be adjusted, closed and disposed of as of the effective date, in accordance with the provisions of this Article XIII, under the direction and supervision of representatives of the City and the Authority.

SECTION 13.2. All revenues derived, directly or indirectly, from or in connection with the operation by the Board of Transportation of any transit facility, including moneys derived from fares charged for the use thereof, rentals or fees charged for concessions or privileges on or in connection with any transit facility, the sale of surplus power or any other receipts from whatever source derived, in the amounts thereof as may exist at 12:00 Midnight, Eastern Daylight Saving Time, June 14, 1953, shall belong to the City. Except as otherwise provided in Sections 2.5 and 2.6 of Article II hereof, all such revenues derived after such time shall belong to the Authority.

SECTION 13.3. All property, including cash and choses in action, of or under the jurisdiction of the Board of Transportation at 12:00 Midnight, Eastern Daylight Saving Time, June 14, 1953, which is not part of the Leased Property and which is not subject to determination under Section 2.5 of Article II hereof, shall be retained by the City.

SECTION 13.4. As soon as practicable after the execution and delivery of this Agreement, the City and the Authority will determine and devise an appropriate and convenient method for the adjustment or the closing of all accounts and all other matters related to, connected with, or arising out of, the Leased Property.

SECTION 13.5. The City will cause all deposits held by the Board of Transportation as security under leases or concessions made by the Board of Transportation in connection with the Leased Property to be turned over on the effective date by the Board of Transportation to the Authority.

SECTION 13.6. In the event of any dispute between the City and the Authority as to the manner of making any adjustment as required by the provisions of this Article XIII, or with respect to any payments required to be made by the provisions of this Article XIII, the matter in controversy shall be determined in the manner provided for by Article XIV hereof.

ARTICLE XIV

PROCEDURE IN EVENT OF DISPUTES

SECTION 14.1. In the event of any controversy arising out of or connected with this Agreement concerning any question of fact, such controversy shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association.

SECTION 14.2. In the event of any controversy arising out of or connected with this Agreement concerning any question of law, the City and the Authority shall cooperate in the preparation of a case containing a statement of the facts upon which the controversy depends and in the presentation of a written submission to the Appellate Division of the Supreme Court of the State of New York, First Judicial Department, of such case and of all other documents necessary for the purpose of determining the rights of the parties.

SECTION 14.3. a. Except as hereinafter provided in paragraph b of this Section 14.3, nothing contained in this Agreement shall be construed to confer any rights on any person other than the City and the Authority and no other person other than the City and the Authority shall have any right to sue for breach or the enforcement of any of its provisions.

b. In the event of an agreement between the Authority and the City for termination of this Agreement otherwise than as provided in this Agreement or in the event of an agreement between the Authority and the City for a surrender by the Authority of a substantial portion of the Leased Property which would affect the revenues to be derived from the operation of the Leased Property by the Authority contrary to the provisions of any Financing Agreement or to an extent which would materially and adversely affect the rights of any holders under or parties to such Financing Agreements, the City shall, prior to such termination or surrender, pay or make provision for payment of, at maturity, or redeem or make provision for redemption of, prior to maturity on the next succeeding redemption date, or prepay or

make provision for prepayment of at the time of such termination or surrender, or assume, if such assumption by the City is permitted by the terms of the Financing Agreement and has the effect of releasing the Authority from all further liability or obligation thereunder, all Financing Agreements of the Authority in accordance with their terms and all special obligation bonds, notes and other obligations of Metropolitan Transportation Authority issued in connection with transit projects as provided in Section 1266-c of the Public Authorities Law. The Authority may grant or extend to Metropolitan Transportation Authority and to the holders of any of its special obligation bonds, notes or other obligations and to the holders of or parties to any Financing Agreements and to any trustee acting on behalf of any of them the right to enforce the foregoing provisions for payment, prepayment, redemption or assumption as herein provided. (Amended March 31, 1982.)

ARTICLE XV

COVENANT OF FURTHER ASSURANCES

SECTION 15.1. The City and the Authority hereby covenant, from time to time, to make or enter into and deliver any contracts, agreements, leases, conveyances or other instruments as may be necessary or appropriate to effectuate the purposes of this Agreement.

SECTION 15.2. Any such contracts, agreements, leases, conveyances or other instruments shall be in form to be approved by the Corporation Counsel of the City and by counsel for the Authority.

SECTION 15.3. Nothing contained in this Article XV shall be deemed to permit a change in this Agreement otherwise than as provided in Section 19.2 of Article XIX hereof. (Amended March 31, 1982.)

ARTICLE XVI

TERM AND RENEWAL

SECTION 16.1. Notwithstanding the provisions of Section 2.1 of this Agreement, the term of this Agreement, which originally provided for a term of 10 years commencing at 12:01 a.m. Eastern Daylight Saving Time, June 15, 1953, and which was thereafter renewed and extended, is hereby renewed and extended for a further term terminating on November 1, 1989; provided, however, that the term of this Agreement shall not be terminated and this Agreement shall remain in full force and effect so long as any special obligation bonds, notes or other obligations of Metropolitan Transportation Authority issued pursuant to the provisions of Section 1266-c of the Public Authorities Law remain outstanding and unpaid or any Financing Agreements of the Authority remain outstanding and unpaid unless in each case provision for such payment has been duly provided for in accordance with their respective terms; and provided further that the City shall have the option to terminate this Agreement at any time on one year's written notice of its election so to do provided that upon exercising such option prior to the expiration date of this Agreement the City shall payor make provision for the payment of, at maturity, or

redeem or make provision for redemption of, prior to maturity on the next succeeding redemption date, or prepay or make provision for prepayment of at the time of such termination, or assume, if such assumption by the City is permitted by the terms of the Financing Agreement and has the effect of releasing the Authority from all further liability or obligations thereunder, unpaid Financing Agreements of the Authority and special obligation bonds, notes and other obligations of Metropolitan Transportation Authority issued in accordance with the provisions of Section 1266-c of the Public Authorities Law and outstanding on the date of such termination, together with interest thereon and premiums, if any, all in compliance with the requirements of the resolution or resolutions or agreements pursuant to which such bonds, notes or other obligations or Financing Agreements shall have been issued or entered into. (Amended March 31, 1982.)

SECTION 16.2. Upon the expiration of the stated term of this Agreement under the provisions of Section 16.1, unless the City shall have previously terminated this Agreement by exercise of the option reserved to the City in Section 16.1 upon compliance with the provisions thereof, this Agreement shall continue thereafter from year to year until either the City or the Authority gives to the other one year's written notice of termination. (Amended October 5, 1962.)

ARTICLE XVII

EFFECT OF TERMINATION OF AGREEMENT

SECTION 17.1. Upon the termination of this Agreement or any renewal thereof pursuant to the provisions of Article XVI hereof, all the rights and properties, including cash and choses in action, of the Authority shall pass to the City and the City shall succeed to the rights, powers, duties, liabilities and obligations of the Authority. (Amended October 5, 1962.)

ARTICLE XVIII

PERSONAL LIABILITY

SECTION 18.1. Nothing contained in this Agreement and no act of the Board of Estimate or of the Authority performed in pursuance, effectuation or implementation thereof shall be construed to give rise to or create any personal liability whatsoever on the part of any present or future individual member or group of individual members of the Board of Estimate or of the Authority.

ARTICLE XIX

WAIVERS AND AMENDMENTS

SECTION 19.1. No failure to exercise, and no delay in exercising on the part of the City or the Authority, as the case may be, any right, power or privilege hereunder, shall operate as the waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise

thereof, or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law .. (Amended March 31, 1982.)

SECTION 19.2. This Agreement may not be changed except in writing. Any such writing shall be authorized by appropriate resolution of the Authority, shall be authorized on behalf of the City either by action of its Mayor alone or by resolution of its Board of Estimate pursuant to Section 1207-m 7(a) of the Act, and, so long as any special obligation bonds, notes or other obligations of Metropolitan Transportation Authority issued pursuant to the provisions of Section 1266-c of the Public Authorities Law shall remain outstanding, shall be approved by resolution of the Metropolitan Transportation Authority. This agreement shall not be changed in any way inconsistent with the provisions of any Financing Agreements or of any special obligation bonds, notes or other obligations of Metropolitan Transportation Authority and, notwithstanding the provisions of Section 14.3 of this Agreement, the Authority may grant or extend to the Metropolitan Transportation Authority and to the holders of or parties to any of the Authority's Financing Agreements and to the holders of any special obligation bonds, notes and other obligations of Metropolitan Transportation Authority and to any trustee acting on behalf of any of them the right to enforce the provisions of this Section 19.2. (Amended March 31, 1982.)

ARTICLE XX

NOTICES

SECTION 20.1. All notices, requests and other communications under this Agreement shall be deemed to have been duly served if in writing and delivered or mailed (a) to the Authority at 370 Jay Street, Brooklyn 1, New York and (b) to the City at the office of the Secretary of the Board of Estimate, Municipal Building, New York 7, N. Y., or such other address as the Authority or the City, as the case may be, shall hereafter designate by notice in writing.

ARTICLE XXI

SEPARABILITY

SECTION 21.1. In the event that anyone or more of the provisions contained in this Agreement is or are invalid, irregular or unenforceable in any respect, the validity, regularity and enforceability of the remaining provisions contained in this Agreement shall be in no wise affected, prejudiced or disturbed thereby. (Amended October 5, 1962.)

ARTICLE XXII

HEADINGS

SECTION 22.1. The table of contents and the descriptive headings of the several articles of this Agreement are inserted in this Agreement for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

ARTICLE XXIII

EXECUTION OF AGREEMENT

SECTION 23.1. This Agreement shall be executed and delivered on behalf of the City and the Authority on June 1, 1953 and may be executed in any number of counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

ARTICLE XXIV

FINANCING OF CERTAIN CAPITAL COSTS

SECTION 24.1. The City hereby consents to and approves the purchase by the Authority of no more than 724 cars for the rapid transit lines constituting a part of the Leased Property. Title to all such cars so purchased by the Authority shall vest in the Authority, subject to such agreements with the holders of bonds and notes issued in accordance with the provisions of this Article XXIV as the Authority may make or provide in the resolution or resolutions authorizing the issuance of such bonds and notes pursuant to the provisions of §1207-b of the Public Authorities Law. In the event title to such cars shall not have previously passed to the City upon the purchase thereof pursuant to Section 24.2 of this Agreement, title to all cars so purchased by the Authority then remaining in the Authority shall pass to the City upon the termination of this Agreement, as provided in Section 17.1 of this Agreement. (Amended October 5, 1962.)

SECTION 24.2. The Authority agrees that, subject to such agreements with the holders of bonds and notes of the Authority issued in accordance with the provisions of this Article XXIV, which may then exist, the Authority, upon the written request of the City, will sell at negotiated sale and transfer to the City any or all such cars purchased by the Authority in accordance with Section 24.1 of this Agreement upon such terms and for such price as may be mutually agreed upon by the City and the Authority. All such cars so purchased by the City shall thereupon become a part of the Leased Property as defined in and covered by this Agreement. (Amended October 5, 1962.)

SECTION 24.3. The City hereby consents to and approves the issuance of bonds and notes by the Authority pursuant to the provisions of and for the purposes stated in §1207-b of the Public Authorities Law, provided, that:

(a) in no event shall there be outstanding at anyone time more than \$92,000,000 in such bonds and notes;

(b) no such bonds shall mature more than twenty-five (25) years from the date of issue;

(c) all such bonds so issued shall be callable, as a whole on any date, or in part on any interest payment date occurring on or after twelve (12) years from the date of issue of the first bonds issued;

(d) such bonds and notes shall not be a debt of the City and the City shall not be liable thereon;

(e) such bonds and notes shall not be payable out of any funds other than those of the Authority; and

(f) the revenues or other monies of the Manhattan and Bronx Surface Transit Operating Authority shall not be pledged or used for the payment of any such bonds and notes.

The Authority agrees that the City shall have the right to require the Authority to redeem any such bonds issued by the Authority, as a whole on any date, or in part on any interest payment date, occurring on or after twelve (12) years from the date of issue of the first bonds issued, upon the City furnishing the Authority with sufficient funds therefor determined in accordance with the terms upon which such bonds are redeemable under the resolution or resolutions authorizing the issuance thereof. (Amended October 5, 1962.)

SECTION 24.4. (Deleted by Amendment dated March 31, 1982.)

SECTION 24.5. The Authority agrees that its Financing Agreements shall not constitute a debt or obligation of the City and that the City shall not be liable thereon, except to the extent the City may assume the same as elsewhere in this Agreement provided, nor shall the special obligation bonds, notes or other obligations of Metropolitan Transportation Authority issued pursuant to Section 1266-c of the Public Authorities Law constitute a debt or obligation of the City and that the City shall not be liable thereon, except to the extent the City may agree, pursuant to said Section 1266-c, to pay to the Authority amounts sufficient to pay when due the principal, redemption premium, if any, and interest upon any special obligation bonds or notes of Metropolitan Transportation Authority issued to effect the defeasance, refunding or repayment of outstanding bonds, notes or other obligations of the Authority. The Authority further agrees that upon furnishing sufficient funds therefor the City may require the Authority to cause Metropolitan Transportation Authority to redeem as a whole any issue of its special obligation bonds or notes or prepay any other special obligations at the time or times and in accordance with the terms upon which such special obligation bonds, notes or other obligations are redeemable or repayable and may require the Authority to redeem or prepay any Financing Agreement as a whole at the time or times and in accordance with the terms upon which such Financing Agreement is redeemable or prepayable. (Amended March 31, 1982.)

IN WITNESS WHEREOF, THE CITY OF NEW YORK, by its Mayor thereunto duly authorized by the Board of Estimate of said City has caused the corporate name of said City to be hereunto signed and its corporate seal to be hereunto affixed and the NEW YORK CITY TRANSIT AUTHORITY by its Chairman thereunto duly authorized has caused the corporate name of said Authority to be hereunto signed and its corporate seal to be hereunto affixed this 1st day of June, 1953.

THE CITY OF NEW YORK

By: VINCENT R. IMPELLITTERI
Mayor
(Official Seal)

Attest:
MURRAY W. STAND *City Clerk*

NEW YORK CITY TRANSIT AUTHORITY

By: HUGH J. CASEY
Chairman
(Official Seal) Attest:

WM. JEROME DALY *Secretary*

Exhibit K

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

On this day of , 197 ,
before me personally appeared John T. O'Neill, to me
known, who, being by me first duly sworn, did depose
and say: That he resides at 7019 Shore Road, in the
Borough of Brooklyn, City of New York, that he is the
Executive Officer for Construction Administration of
the New York City Transit Authority, the public benefit
corporation described in and which executed the fore-
going instrument; that he knows the corporate seal of
the said Authority; that one of the seals affixed to
said instrument is such corporate seal; that it was
affixed thereto pursuant to the authorization of the
said Authority, and that he signed his name thereto
pursuant to like authorization.

New York Plaza
Modernization
Contract
A35552

THIS AGREEMENT dated the _____ day of November, 1977, by and among NEWKIRK PLAZA MERCHANTS ASSOCIATION, an unincorporated association having its principal place of business at 1418 Cortelyou Road, Brooklyn, New York 11226, (hereinafter referred to as "Merchants Association"), THE FLATBUSH DEVELOPMENT CORPORATION, a non-profit corporation having its principal place of business at 1418 Cortelyou Road, Brooklyn, New York 11226 (hereinafter referred to as "Development Corporation") and NEW YORK CITY TRANSIT AUTHORITY, a public benefit corporation, having its principal office at 370 Jay Street, Brooklyn, New York 11201, (hereinafter referred to as "Authority")

W I T N E S S E T H :

WHEREAS, the Authority operates a rapid transit system known as the New York City Transit System, a part of which is a railroad known as the Brighton Beach Line, "B" Division (BMT), part of which is constructed in open cut below grade with a station known as Newkirk Avenue Station extending from Newkirk Avenue to Foster Avenue, between Marlborough Road and East 16th Streets, in the Borough of Brooklyn, to which access is obtained by means of an at grade area designated as Newkirk Plaza; and

WHEREAS, the Authority acting for the City of New York is preparing to invite contractors to submit proposals pursuant to law for the rehabilitation and renovation of Newkirk Avenue Station and Plaza in connection with the Newkirk Plaza Revitalization Project:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained the parties hereto do hereby agree with each other as follows:

1. The Merchants Association agrees that it shall be solely responsible for maintaining the new pavers to be placed on the deck of Newkirk Plaza in accordance with the plans for the Project: and

2. The Development Corporation agrees to act as sponsor and as an implementing agency with respect to the Project; and

3. The Authority agrees that it shall continue to be responsible for those portions of Newkirk Plaza which are in any way subject to its jurisdiction.

X

Exhibit L

Michael

Wednesday, November 20, 1991

DAILY NEWS

Phones
News Bureau
(718) 875-4455
Fax
(718) 875-7795
Home Delivery
1-800 692-NEWS

BROOKLYN STATEN ISLAND

Neighbor happens
For intimate groups, enter and other hat see the Bulle

TA, bizmen hoptscotch on sidewalk

By TOM RALFERY

Daily News Staff Writer

It's either the Transit Authority's roof or someone's sidewalk.

The big question is, who has to fix the badly deteriorating pavement outside a Flatbush subway station.

The answer lies somewhere in dusty city records going back to the turn of the century.

Local merchants are saying to the TA: You broke it, you fix it.

But the Transit Authority said yesterday it is checking deeds to see just who really is responsible for fixing the sidewalk outside the Newkirk Plaza subway station.

"Newkirk Plaza is kind of unique," said TA spokesman Steven Schecter. "The plaza is in effect the roof of the

ground station building in the middle."

Nick Corraera, president of the Newkirk Plaza Merchants Association, said merchants and property owners are in a squeeze.

He charged that the sidewalk was damaged by the TA a decade ago while making repairs to the station, and logically, the TA should fix it.

The plaza includes the subway station building and a one-square-block pedestrian mall containing about 35 shop sites. The plaza is bounded by Foster and Newkirk Aves., Marlborough Road and E. 18th St.

Schecter said the TA began looking into who was responsible for the sidewalk after Rep. Charles Schumer invited the TA to a community meeting about the plaza Monday evening at

TA researchers are now checking legal documents going back to the turn of the century when the open fill was laid at grade level, privately owned and used by steam locomotives.

"The merchants believe the TA damaged the sidewalk area in the late '70s by drilling holes as part of a rehabilitation of the station below," Schecter said.

The stationhouse itself was rehabilitated five or six years ago, he said, and the TA also is reviewing what work was actually done then.

"We've agreed to continue our review of deeds and real estate documents that relate to the maintenance of Newkirk Plaza," Schecter said. "It is clear from our review we don't own the prop-

Exhibit M

This Indenture, dated this 23rd day of May, 1940, between NEW YORK RAPID TRANSIT CORPORATION (hereinafter called the "Rapid Transit Company"), a corporation organized under the laws of the State of New York, having its office and principal place of business at No. 385 Flatbush Avenue Extension, Brooklyn, N. Y., party of the first part, and THE CITY OF NEW YORK (hereinafter called the "City"), a municipal corporation of the State of New York, party of the second part;

WITNESSETH, that the Rapid Transit Company, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, paid by the City, and pursuant to a certain Plan and Agreement of Unification and Readjustment adopted by the Transit Commission—Metropolitan Division of the Department of Public Service of the State of New York on the 27th day of June, 1939, and executed and delivered by and between the City, Brooklyn-Manhattan Transit Corporation and Brooklyn and Queens Transit Corporation, bearing date the 30th day of June, 1939, and in furtherance of the consummation thereof, does hereby remise, release and forever quit-claim unto the City, its successors and assigns, forever, all the right, title and interest of the Rapid Transit Company in and to:

I

All and singular the railroads of the Rapid Transit Company, together with all rights, franchises, rights-of-way, easements, leaseholds, extensions, branches, tracks, additional tracks, routes, ways, sidings, turnouts, stations, station approaches, storage yards, terminals, shops, power stations, substations, poles, wires, high and low tension feeders, electrical third rail, cables and ducts, water tanks, car houses, freight houses, warehouses, machine shops, structures, superstructures, buildings, fixtures, and other real estate or interest in real estate, locomotives, cars, tenders and other rolling stock, rights, machinery, tools, implements and equipments of every kind and description, appurtenant or belonging or in any wise appertaining to or used, or held for use, for or on or in connection with the ownership, maintenance, use or operation of said railroads or any part thereof, as the said railroads and properties have been constructed, reconstructed, enlarged and extended or acquired under that certain

contract by and between the City, acting by the Public Service Commission for the First District of the State of New York and New York Municipal Railway Corporation, dated March 19, 1913, known as Contract No. 4, and under the certain related Certificates for Additional Tracks and Elevated Extensions, each dated March 19, 1913, granted by the said Public Service Commission for the First District to the said New York Municipal Railway Corporation, being all the railroads heretofore conveyed to the Rapid Transit Company by Albert H. Wiggin, Gerhard M. Dahl and Frederick Strauss, as Joint Tenants, by deed bearing date the 14th day of June, 1923, and all additions, additional equipment, extensions, betterments and improvements since constructed, provided or acquired by or for the Rapid Transit Company.

The foregoing description includes, but is not intended in any manner to be limited to, or restricted by the specification of, the following described railroads, routes, and other properties, all of which are included but for greater certainty are more particularly described and located as follows:

1. *Brighton Beach Line.* BEGINNING on the southerly side of Fulton Street, in the Borough of Brooklyn, County of Kings, where the same is intersected by the westerly side of Franklin Avenue; running thence in a southwesterly direction substantially parallel with Franklin Avenue over property of the Rapid Transit Company and intersecting streets to Flatbush Avenue; thence southerly over property of the Rapid Transit Company and intersecting streets to Beverly Road, between East Sixteenth Street and Marlborough Road; thence continuing southerly over property of the Rapid Transit Company, and intersecting streets, and between East Sixteenth Street and Marlborough Road to Foster Avenue; thence continuing southerly over property of the Rapid Transit Company between East Seventeenth Street and Rugby Road to Avenue H; thence continuing southerly between East Fifteenth Street and East Sixteenth Street, over property of the Rapid Transit Company and intersecting streets to Sheephead Bay Road; thence southerly over property of said Rapid Transit Company to Neptune Avenue near East Twelfth Street; thence continuing over said property of said company to Brighton Beach Avenue; thence westerly along and over Brighton Beach Avenue to the

westerly side of Ocean Parkway; thence continuing westerly over property belonging to said Rapid Transit Company and intersecting streets to a point in Coney Island west of West Fifth Street at the division line between property of said Rapid Transit Company and property of South Brooklyn Railway Company. The property herein described traverses blocks 2016, 2020, in Section 7; blocks 1126, 1134, 1142, 1149, 1156, 1163, 1168, 1175, 1178, 1181, 1185, 1187, 1188, 1189, 1190, 1192, 1183 (formerly 1195), 1197, in Section 4; blocks 5024, 5026A, 5054, 5053, 5059, 5061, 5080, 5079, 5078, 5097, 5120, 5119, 5146, 5158, 5179, 5201, 5236, 5237, in Section 16; blocks 6689, 6690, 6691, 6699, 6708, 6717, 6726, 6734, 6735, 6744, 6753, 6762, 6778, 6798, 6821, in Section 20; blocks 7294, 7320, 7348, 7376, 7400, 7417, 7436, 7460, 7459, 7488, 7487, 7486, 7516, 7485 in Section 22; and blocks 7284, 7282, 7281, 7280 and 7279 in Section 21, on the tax map of the Borough of Brooklyn.

2. *Sea Beach Line.* *BEGINNING* at a point between Sixty-fifth Street and Sixty-sixth Street 220 feet west of Fourth Avenue, in the Borough of Brooklyn, County of Kings, and extending thence easterly over property of the Rapid Transit Company between Sixty-sixth and Sixty-first Streets to Eighth Avenue; running thence southeasterly between Sixty-first and Sixty-second Streets and parallel or nearly so with Sixty-second Street, over property of said Rapid Transit Company, to New Utrecht Avenue; thence easterly and southeasterly between Sixty-second Street and Sixty-fourth Street, over property of said Rapid Transit Company, to Fifteenth Avenue; thence extending easterly and southeasterly between Sixty-third and Sixty-fourth Streets, over property of said Rapid Transit Company, to Twenty-first Avenue; thence extending southerly or nearly so, over property of said Rapid Transit Company, between Sixty-fourth Street and Sixty-sixth Street to Bay Parkway; thence continuing southerly over property of the Rapid Transit Company, between West 7th Street and West 8th Street, to Avenue X; thence in a southwesterly direction partly over property of the Rapid Transit Company, to a point in Coney Island, near Surf Avenue and Stillwell Avenue.

Said Sea Beach Line traverses blocks 5826, 5818, 5810, 5802, 5794 in Section 18; blocks 5721, 5722, 5723, 5724, 5725, 5726, 5727, 5734,

5741, 5537, 5538, 5539, 5540, 5541, 5542, 5549, 5550, 5557 in Section 17; blocks 6577, 6599, 6624, 6649, 6673 in Section 20; and blocks 7081, 7098, 7119, 7143, 7166, 7208, 7227, 7226, 7247, 7248 and 7266 in Section 21, on the Tax Map of the Borough of Brooklyn.

3. *Coney Island Terminal Connections.* BEGINNING near the corner of Stillwell Avenue and Avenue Y and extending over private property through the Westmeadow Bank Lots to a point of connection with the Sea Beach Line, thence to and into Stillwell Avenue Station, and continuing thence over private property easterly to about Shell Road (extended) whence a connection is made over private property with the Culver Line constructed by the City to a point near Sheephead Bay Road, and extending from about Shell Road (extended) easterly over private property to Ocean Parkway, thence through Brighton Beach Avenue to a point near Coney Island Avenue, thence over private property to a connection with the Brighton Beach Line at Neptune Avenue, traversing blocks 7205, 7206, 7226, 7247, 7266, 7268, 7279, 7280, 7281, 7282, 7284 in Section 21 and Block 7516 in Section 22 on the Tax Map of the Borough of Brooklyn.

4. *Broadway Line.* BEGINNING at a point in the Borough of Brooklyn, County of Kings, at or near Broadway and the East River, and extending thence over Broadway to East New York; thence over Fulton Street to Crescent Street and thence over Crescent Street to Jamaica Avenue.

5. *Jamaica Avenue Line.* BEGINNING at the point of connection with the Broadway Line at Crescent Street and Jamaica Avenue and extending easterly partly in the Borough of Brooklyn and County of Kings and partly in the Borough and County of Queens over Jamaica Avenue to 168th Street (Grand Street) in the former Village of Jamaica.

6. *Fulton Street Line.* BEGINNING at a point in the Borough of Brooklyn, County of Kings, at Fulton Street and the East River and extending thence over Fulton Street to East New York; thence over Suediker Avenue to Pitkin Avenue; thence over Pitkin Avenue to

Euclid Avenue; thence over Euclid Avenue to Liberty Avenue and thence over Liberty Avenue to the line between the Boroughs of Brooklyn and Queens.

7. *Liberty Avenue Line.* BEGINS at the point of connection with the Fulton Street Line in Liberty Avenue at the dividing line between the Boroughs of Brooklyn and Queens and extending easterly over Liberty Avenue in the Borough of Queens to Lefferts Avenue.

8. *Canarsie Line.* BEGINS at a point in the Borough of Brooklyn, County of Kings, near Pitkin and Snediker Avenues and extending thence southerly over private property to Canarsie Shore, traversing, contiguous or adjacent to blocks 3713, 3730, 3747, 3764, 3781, 3782, 3798, 3799, 3815, 3816, 3832, 3833, 3849, 3864, 3865, 3872, 3873, 3880 and 3881 in Section 12, blocks 8140, 8157, 8156, 8155, 8154, 8153, 8152, 8151, 8170, 8169, 8168, 8167, 8166, 8165, 8184, 8183, 8203, 8222, 8241, 8260, 8279, 8298, 8318 and 8327 in Section 24 on the Tax Map of the Borough of Brooklyn.

9. *East New York Connections.* A six-track elevated structure at and near the intersection of Broadway and Fulton Street, in the Borough of Brooklyn, County of Kings, with a series of "flexing" connecting tracks to serve the Broadway, Fulton Street and Canarsie Lines, and the City built 14th Street-Eastern Line.

10. *Myrtle Avenue Line.* BEGINS at a point in the Borough of Brooklyn, County of Kings, in the Brooklyn terminal of the Brooklyn Bridge and extending thence over Sands and High Streets to Adams Street, thence over Adams Street to Myrtle Avenue; thence over Myrtle Avenue to Wyckoff Avenue.

11. *Lutheran Cemetery Line.* BEGINS at the point of connection with the Myrtle Avenue Line at the intersection of Myrtle and Wyckoff Avenues, and thence extending easterly in the Borough and County of Queens over private property within the lines of Palmetto Street as laid down on the City map to a point at or near Onderdonk Avenue; thence still along private property in an easterly direction to Metropolitan Avenue.

12. *Lexington Avenue Line.* BEGINNING at the point of connection with the Myrtle Avenue Line at the intersection of Myrtle Avenue and Grand Avenue in the Borough of Brooklyn, County of Kings, and extending thence over Grand Avenue to Lexington Avenue and thence over Lexington Avenue to Broadway at the point of connection with the Broadway Line.

13. *Fifth Avenue Line.* BEGINNING at the point of connection with the Myrtle Avenue Line at the intersection of Myrtle Avenue and Hudson Avenue in the Borough of Brooklyn, County of Kings, and extending thence over Hudson Avenue to Flatbush Avenue; thence over Flatbush Avenue to Fifth Avenue; thence over Fifth Avenue to Thirty-eighth Street; thence over Thirty-eighth Street to Third Avenue and thence over Third Avenue to Sixty-seventh Street.

14. All operating rights formerly of Brooklyn Union Elevated Railroad Company upon, over and along New York and Brooklyn Bridge and Williamsburgh Bridge and Manhattan Bridge, together with all connections with tracks on said bridges.

15. All that certain easement heretofore reserved in behalf of the Rapid Transit Company and the Long Island Railroad Company for the maintenance and operation of an elevated railroad connection known as the Chestnut Street Incline lying in Block 4143 in Section 13 on the Tax Map of the Borough of Brooklyn, pursuant to agreement between Brooklyn Union Elevated Railroad Company and Long Island Railroad Company dated April 13, 1898 and deeds recorded in the office of the Register of Kings County in Liber 3677 of Conveyances respectively at pages 358, 356 and 377 on July 16, 1917 and in Liber 4792 of Conveyances respectively at pages 32, 36 and 39 on February 15, 1927.

16. In the descriptions hereinabove it is intended to cover and include all the right, title and interest of the Rapid Transit Company in and to the land in any street, avenue or road, whether opened or not or whether or not in use by the public, abutting or lying adjacent to any of the hereinabove mentioned railroads and other property of the Rapid Transit Company, and any other blocks not hereinabove specifically mentioned through which said rights of way traverse.

II

Also all those certain pieces or parcels of land together with all buildings and improvements, including machinery and equipment therein, and all railroad structures and appurtenances thereon, being part of the same property heretofore conveyed to the Rapid Transit Company by said Albert H. Wiggin, Gerhard M. Dahl and Frederick Strauss, as Joint Tenants, by the deed hereinabove mentioned, which said parcels are described as follows:

- Parcel No. 1. All those eight certain lots, pieces or parcels of land with the structures thereon, situate, lying and being in the City (now Borough) of Brooklyn, County of Kings, and State of New York, bounded and described as follows, to wit: BEGINNING at a point formed by the intersection of the northerly side of Pitkin Avenue formerly Eastern Parkway with the westerly side of Snediker Avenue; running thence westerly along the northerly side of Pitkin Avenue formerly Eastern Parkway two hundred (200) feet to the easterly side of Van Sinderen Avenue formerly Vesta Avenue; thence northerly along said easterly side of Van Sinderen Avenue one hundred (100) feet; thence easterly and parallel with Pitkin Avenue, two hundred (200) feet to the westerly side of Snediker Avenue, and thence southerly along said westerly side of Snediker Avenue one hundred (100) feet to the place of beginning, be the same more or less. Being the same premises conveyed to the Fulton Elevated Railway Company by deed from the Ridgewood Land and Improvement Company, recorded in Kings County Register's Office in Liber 2238, page 384, on the 12th day of May, 1894.

TOGETHER with the land in front of and adjoining premises in Snediker Avenue, Van Sinderen Avenue and Pitkin Avenue to the center of said avenues.

Being Lot 1 in Block 3714, Section 12 on the Tax Map of the Borough of Brooklyn.

- Parcel No. 2. ALL that certain easement reserved and described in a deed from the New York Municipal Railway Corporation to Sarah Barfiel, dated October 27, 1919, recorded

in Liber 3885 of Conveyances, page 291 on October 29, 1919, in the Kings County Register's Office in, over and upon the following described land:

Beginning at a point in the northerly line of Pitkin Avenue distant 25 feet easterly from the easterly line of Snediker Avenue, measured along the northerly line of Pitkin Avenue; running thence easterly along said northerly line of Pitkin Avenue 50 feet; thence northerly and parallel to Snediker Avenue 3 feet; thence northwesterly 61 feet and $\frac{3}{8}$ inches to a point located 25 feet easterly from the easterly line of Snediker Avenue, measured at right angles thereto; thence southerly, and parallel with Snediker Avenue 38 feet more or less to the northerly line of Pitkin Avenue, the point and place of beginning.

The foregoing described parcel being part of lot 35, block 3715, Section 12, as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 3. ALL that certain easement reserved and described in a deed from the New York Municipal Railway Corporation to Louis & Max Newmark, dated April 25, 1928, recorded in Liber 4928, page 87 of Conveyances on April 26, 1928 in the Kings County Register's Office in, over and upon the following described land:

Beginning at the corner formed by the intersection of the northerly side of Pitkin Avenue, formerly Eastern Parkway and also Broadway, with the easterly side of Snediker Avenue; running thence easterly along said northerly side of Pitkin Avenue 25 feet; thence northerly and parallel with Snediker Avenue 38 feet; thence northwesterly 41.40 feet more or less to a point on the easterly side of Snediker Avenue distant 71 feet northerly from the northerly side of Pitkin Avenue measured along said easterly side of Snediker Avenue; thence southerly along said easterly side of Snediker Avenue 71 feet to the point or place of beginning.

The foregoing described parcel being part of lot 37, Block 3715, Section 12, as designated on the Tax Map of the Borough of Brooklyn.

- Parcel No. 4. BEGINNING at a point on the southerly side of South Sixth Street distant ninety-five (95) feet eight (8) inches westerly from the westerly side of Berry Street, formerly Third Street measured along said southerly side of South Sixth Street; running thence southerly on a line at right angles with said southerly side of South Sixth Street ninety-five (95) feet four (4) inches; thence westerly fifty (50) feet seven (7) inches more or less to a point distant one hundred and three (103) feet southerly from the southerly side of South Sixth Street measured along a line parallel with the first described course and distant fifty (50) feet westerly therefrom; thence northerly and parallel with said first described course one hundred and three (103) feet to the southerly side of South Sixth Street; thence easterly along said southerly side of South Sixth Street fifty (50) feet to the point or place of beginning, together with the land in front of and adjoining said premises in South Sixth Street to the center of said street.

The foregoing described parcel being Lot 12, Block 2470, Section 8 on the Tax Map of the Borough of Brooklyn.

Being the same premises as were conveyed to New York Municipal Railway Corporation, predecessor of the Rapid Transit Company, by deed dated April 29, 1915 recorded April 30, 1915, in Liber 3546, Cp 209 and by deed dated and recorded on April 30, 1915, in Liber 3546, Cp 212, in the Kings County Register's Office.

Parcel No. 5. BEGINNING at a point on the southwesterly corner of 37th Street and 5th Avenue; running thence northwesterly two hundred (200) feet along the southwesterly side of 37th Street; thence southwesterly parallel with 5th Avenue two hundred (200) feet four (4) inches to the northeasterly side of 38th Street; thence southeasterly along said northeasterly side of 38th Street two hundred (200) feet to the northwesterly side of 5th Avenue; thence northeasterly along said northwesterly side of 5th Avenue two hundred (200) feet four (4) inches to the place of beginning, together with the land in front of and adjoining said premises in 37th Street, 38th Street and in 5th Avenue to the center of said streets and avenue.

The foregoing described parcel being Lot 38, Block 701, Section 3 on the Tax Map of the Borough of Brooklyn.

Being the same premises as were conveyed to predecessors of the Rapid Transit Company, by deeds dated August 20, 1889, recorded August 30, 1889, in Liber 1910, Cp 388, and Liber 1910, Cp 391; deed dated December 4, 1889, recorded December 14, 1889, in Liber 1933, Cp 273; deed dated September 18, 1893, recorded October 5, 1893, Liber 2022, Cp 332; deed dated July 25, 1893, recorded July 26, 1893, Liber 2192, Cp 440; deed dated June 8, 1893, recorded June 13, 1893, Liber 2185 Cp 217, in said Register's office of Kings County.

Parcel No. 6. BEGINNING at a point on the southwesterly corner of 36th Street and 5th Avenue; running thence northwesterly two hundred (200) feet along the southwesterly side of 36th Street; thence southwesterly parallel with 5th Avenue two hundred (200) feet four (4) inches to the northeasterly side of 37th Street; thence southeasterly along said northeasterly side of 37th Street two hundred (200) feet to the northwesterly side of 5th Avenue; thence northeasterly along said northwesterly side of 5th Avenue two hundred (200) feet four (4) inches to the place of beginning, together with the land in front of and adjoining said premises in 36th Street, 37th Street and in 5th Avenue, to the center of said streets and avenue.

The foregoing described parcel being Lot 34, Block 697, Sec. 3 on the Tax Map of the Borough of Brooklyn.

Being the same premises as were conveyed to predecessors of the Rapid Transit Company, by the following deeds: Deed dated September 8, 1889, recorded September 11, 1889, Liber 1912, CP 437; deed dated August 23, 1889, recorded September 11, 1889, Liber 1912, CP 439; deed dated November 21, 1889, recorded October 22, 1889, Liber 1921, CP 273; deed dated June 1, 1893, recorded June 1, 1893, Liber 2182, CP 526; deed dated June 5, 1893, recorded June 9, 1893, Liber 2184, CP 506, in said Register's office, of Kings County.

Parcel No. 7. Beginning at a point on the northwesterly corner of Fifth Avenue and Thirty-sixth Street, Brooklyn; running thence northwesterly along the northeasterly side of Thirty-sixth Street one hundred (100) feet; running thence northeasterly and parallel with Fifth Avenue one hundred and sixty-eight (168) feet, more or less, to land now or late of Greenwood Cemetery; thence southeasterly and parallel with Thirty-sixth Street and along said land now or late of Greenwood Cemetery one hundred (100) feet to the northwesterly side of Fifth Avenue; thence southwesterly along said northwesterly side of Fifth Avenue one hundred and sixty-eight (168) feet more or less, to the place of beginning, together with the land in front of and adjoining said premises in Thirty-sixth Street and Fifth Avenue to the centre of said street and avenue.

The foregoing described parcel being Lot 39, Block 693, Section 3 on the Tax Map of the Borough of Brooklyn.

Being the same premises as were conveyed to Union Elevated Railroad Company of Brooklyn, predecessor of the said Rapid Transit Company, by deed dated February 18, 1890, and recorded February 19, 1890, Liber 1947, CP 370.

• Parcel No. 8. Beginning at a point formed by the intersection of the northerly side of Broadway with the dividing line between lands now or late of the New York Rapid Transit Corporation and lands now or late of the Brooklyn and Queens Transit Corporation, distant nine hundred and ninety-two and forty-nine one-hundredths (992.49) feet more or less easterly from the southeasterly side of Conway Street measured along said northerly side of Broadway; running thence northerly along said dividing line six hundred and fifty-five and ninety-eight one-hundredths (655.98) feet more or less to the southerly side of Bushwick Avenue; thence northwesterly along the southerly side of Bushwick Avenue four hundred and fifteen and seventy-nine one-hundredths (415.79) feet more or less to the easterly boundary-line of lands now or late of John F. Trommer, Inc.; thence southerly along said easterly boundary line eighty-seven and seventy one-hundredths (87.70) feet; thence

westerly along the southerly boundary line of lands now or late of John F. Trommer, Inc. four hundred and one and seventy-five one hundredths (401.75) feet more or less; thence north-westerly and still along said southerly boundary line one hundred and eight one hundredths (100.08) feet more or less to the southeasterly side of Conway Street; thence southerly along said southeasterly side of Conway Street one hundred and thirty-nine and twenty-two one hundredths (139.22) feet, more or less to the northerly boundary line of lands of the City of New York; thence southeasterly along said northerly boundary line one hundred and nineteen and thirty one hundredths (119.30) feet more or less to the easterly boundary line of lands of the City of New York; thence southerly along said easterly boundary line one hundred and twenty-one and twelve one hundredths (121.12) feet more or less to the northerly side of Broadway; thence easterly along said northerly side of Broadway, seven hundred and seventy-eight and nineteen one hundredths (778.19) feet more or less to the point or place of beginning, together with the land in front of and adjoining said premises in Bushwick Avenue, Conway Street and Broadway to the center of said street and avenues.

The foregoing described parcel being Lot 10, Block 3476, Lot 1, Block 3478 and part of Lot 1, Block 3479, Section 11, on the Tax Map of the Borough of Brooklyn, Lot 10 in Block 3476 is subject to overhead easement of the City of New York; lot 1 in Block 3478 and part of lot 1 in Block 3479 are subject to sub-surface easement of the City of New York.

Being all or part of the same premises as were conveyed to said Rapid Transit Company, or its predecessors, by the following deeds: Deed dated December 31, 1889, and recorded January 30, 1890, in Liber 1942, Cp. 511; deed dated January 25, 1890, and recorded January 30, 1890, in Liber 1942, Cp. 508; deed dated December 6, 1900, and recorded December 8, 1900, in Liber 28; Cp. 5, Section 11; deed dated February 2, 1925, recorded on April 3, 1925, in Liber 4521, Cp. 88; deed dated December 13, 1916, and recorded May 31, 1917, in Liber

3669, Cp. 432, in the Register's office of Kings County, and premises acquired by New York Municipal Railway Corporation and New York Consolidated Railroad Company in a condemnation proceeding (No. 7162-1916) to acquire title to lands between Stewart Street and Gillen Place, Bushwick Avenue and Norman Place, and designated therein as parcel C-1015.

Parcel No. 9. Beginning at a point on the southerly side of Fulton Street distant 50 feet easterly from the corner formed by the intersection of the easterly side of Essex Street with the southerly side of Fulton Street, running thence easterly along the southerly side of Fulton Street 48 feet $9\frac{1}{4}$ inches to a point; thence southerly 111 feet 8 inches to a point; thence westerly 48 feet $4\frac{1}{2}$ inches to a point; thence northerly 101 feet $9\frac{1}{4}$ inches to the southerly side of Fulton Street to the point or place of beginning, together with the land in front of and adjoining said premises in Fulton Street to the center of said street.

The foregoing described parcel being Lot 21, Block 3957, Section 13 on the Tax Map of the Borough of Brooklyn.

Being the same premises as were conveyed to Brooklyn Union Elevated Railroad Company, predecessor of said Rapid Transit Company, by the following deeds: Deed dated August 19, 1901, and recorded August 27, 1901, in Liber 18 Cp 375, Section 13; and deed dated August 20, 1901 and recorded October 9, 1901, in Liber 19 Cp 4 Section 13, in the Register's Office of Kings County.

Parcel No. 10. Beginning at a point on the northwesterly side of Gates Avenue (formerly Magnolia Street) distant eighty (80) feet southwesterly from the corner formed by the intersection of the northwesterly side of Gates Avenue (formerly Magnolia Street) with the southwesterly side of Wyckoff Avenue; running thence southwesterly along said northwesterly side of Gates Avenue forty (40) feet; thence northwesterly parallel with Wyckoff Avenue one hundred and seven (107) feet one and one-half ($1\frac{1}{2}$) inches more or less to land now or late of Lane or Furman; thence northeasterly along said

land and along land of the Williamsburgh Sharpshooters Society and parallel or nearly so with Gates Avenue forty (40) feet and one-half ($\frac{1}{2}$) inch; thence southeasterly and parallel with Wyckoff Avenue one hundred and six (106) feet four (4) inches to the point or place of beginning, together with the land in Gates Avenue in front of and adjoining said premises to the center of said avenue.

The foregoing described parcel being Lot 31, Block 3337, Section 11 on the Tax Map of the Borough of Brooklyn.

Part of said parcel being the same premises as were acquired by New York Municipal Railway Corporation and New York Consolidated Railroad Company, predecessors of said Rapid Transit Company, by an order entered in condemnation proceedings to acquire the same, said order being dated and entered November 22, 1916 in the office of the Clerk of the County of Kings, and thereafter recorded on December 15, 1916, in the Register's Office of Kings County, in Liber 3637 Cp 464; the remainder of said parcel being the same premises as were conveyed to said New York Municipal Railway Corporation by deed dated October 2, 1916, and recorded October 5, 1916, in Liber 3628 Cp 295, in said Register's Office.

Parcel No. 11. Beginning at a point on the southerly side of Linden Boulevard distant one hundred twenty-three and forty-six one-hundredths (123.46) feet westerly from the westerly side of Van Sinderen Avenue measured along said southerly side of Linden Boulevard; running thence westerly along the westerly prolongation of said southerly side of Linden Boulevard fifty-six and fifty-four one-hundredths (56.54) feet more or less to the former easterly side of Junius Street; thence northerly along said former easterly side of Junius Street twenty-one (21) feet more or less to the southeasterly side of land now or formerly of New York, Brooklyn and Manhattan Beach Railway Company; thence northeasterly along the southeasterly side of said land of the New York, Brooklyn and Manhattan Beach Railway Company three and thirty-five one-hundredths (3.35) feet more or less to the southerly side of Linden

Boulevard; thence southeasterly along said southeasterly side of Linden Boulevard sixty and seven one-hundredths (60.07) feet more or less to the point or place of beginning.

The foregoing described parcel is designated on the Tax Map of the Borough of Brooklyn as Lot 24, Block 3872 in Section 12.

Being part of the same premises conveyed to New York Consolidated Railroad Company, predecessor of said Rapid Transit Company, by deed dated July 31, 1913, and recorded August 1, 1913, in Liber 3442, Cp. 250, in the Register's Office of Kings County.

• Parcel 12-A. Beginning at a point located 58 feet, 6 inches northeasterly, from the northeasterly line of Broadway, measured in a line drawn at right angles to said line, from a point in said line distant 71 feet, 9 inches northeasterly from the corner formed at the intersection of the northeasterly line of Broadway and the northwesterly line of Ditmars Street (the above described line being the dividing line between the properties known as Nos. 977 and 979 Broadway); running thence northeasterly along said dividing line, drawn at right angles to the northeasterly side of Broadway 41 feet 6 inches, more or less to the northeasterly boundary line of the property known as 979 Broadway; thence southeasterly along said boundary line 10 feet 9 inches to a point; thence southwesterly 42 feet 10½ inches, more or less, to the point and place of beginning.

• Parcel 12-B. Beginning at a point sixty-one (61) feet northwesterly from the northwesterly line of Ditmars Street, measured in a line drawn parallel to the northeasterly line of Broadway from a point in the northwesterly line of Ditmars Street, distant one hundred and twenty-one (121) feet, ten and one-half (10½) inches from the corner formed by the intersection of the northeasterly line of Broadway with the northwesterly line of Ditmars Street (said line being the dividing line between lots known as Nos. 11 and 13 Ditmars Street); thence northwesterly along said dividing line parallel with

Broadway thirty-four (34) feet, five and one-half ($5\frac{1}{2}$) inches, more or less, to the land formerly of William Whetmore; thence southwesterly along the land formerly of William Whetmore, twenty-one (21) feet, ten and one-half ($10\frac{1}{2}$) inches, more or less, to the southwesterly boundary line of lot known as No. 11 Ditmars Street; thence southeasterly along said southwesterly boundary line parallel with Broadway and thirty-four (34) feet, nine (9) inches, more or less, to a point sixty-one (61) feet northwesterly from the northwesterly line of Ditmars Street, measured along said southwesterly boundary line; thence northeasterly parallel to Ditmars Street twenty-one (21) feet, ten and one-half ($10\frac{1}{2}$) inches, more or less, to the point and place of beginning.

Parcel 12-C. Beginning at a point located sixty-one (61) feet northwesterly from the northwesterly line of Ditmars Street measured on a line parallel with the northeasterly line of Broadway from a point distant one hundred and twenty-one (121) feet ten and one-half ($10\frac{1}{2}$) inches northeasterly from the corner formed by the intersection of the northwesterly line of Ditmars Street with the northeasterly line of Broadway measured along said northwesterly line of Ditmars Street; running thence northeasterly and parallel with the northwesterly line of Ditmars Street one hundred and twelve (112) feet six (6) inches; thence southeasterly and parallel with the northeasterly line of Broadway one (1) foot; thence northeasterly and parallel with the northwesterly line of Ditmars Street eighteen (18) feet nine (9) inches; thence southeasterly and parallel with the northeasterly line of Broadway one (1) foot; thence northeasterly and parallel with the northwesterly line of Ditmars Street eighteen (18) feet nine (9) inches; thence northeasterly twenty (20) feet two (2) inches more or less to a point located fifty-six and ten one-hundredths (56.10) feet northwesterly from the northwesterly line of Ditmars Street measured on a line which is at right angles to Ditmars Street seventy-six (76) feet seven (7) inches southwesterly from the intersection of the southerly line of Myrtle Avenue with the northwesterly line of Ditmars Street; thence northwesterly

twenty and ninety one-hundredths (20.90) feet to the southerly line of Myrtle Avenue, the same is located one hundred and eight (108) feet seven (7) inches from the intersection of the northwesterly line of Ditmars Street with the southerly line of Myrtle Avenue and measured along southerly line of Myrtle Avenue; thence westerly and along the said southerly line of Myrtle Avenue twenty-two (22) feet seven (7) inches, more or less to land now or formerly of William M. Whitmore; thence southwesterly along said last mentioned land one hundred and fifty-four (154) feet one-half ($\frac{1}{2}$) inch more or less to a point on a line parallel with the northeasterly line of Broadway from a point distant one hundred and twenty-one (121) feet ten and one-half ($10\frac{1}{2}$) inches northeasterly from the corner formed by the intersection of the northwesterly line of Ditmars Street with the northeasterly line of Broadway measured along said northwesterly line of Ditmars Street; thence southeasterly along said last mentioned line thirty-four (34) feet five and one-half ($5\frac{1}{2}$) inches, more or less, to the point or place of beginning.

Subject to easement of adjacent owners along Ditmars Street to use the above described property for back yard purposes,

The foregoing described parcels 12-A, 12-B and 12-C being Lot 43, Block 3193, Section 11 as designated on the Tax Map of the Borough of Brooklyn.

Parcel 12-A being the same premises which were conveyed to New York Municipal Railway Corporation, predecessor of said Rapid Transit Company, by deed dated August 4, 1913, and recorded August 8, 1913, in Liber 3449, Cp 55 in the Register's Office of Kings County. Parcel 12-B being the same premises as were acquired by the New York Consolidated Railroad Company and said New York Municipal Railway Corporation, predecessors of said Rapid Transit Company, in a condemnation proceeding on August 8, 1913, by an order dated July 11, 1913, and filed on July 12, 1913, in the office of the Clerk of the County of Kings. Parcel 12-C being part of the

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same premises as were conveyed to said New York Municipal Railway Corporation by the following deeds: Deed dated June 23, 1913, and recorded June 25, 1913, in Liber 3441, Cp 101; deed dated September 8, 1913 and recorded on September 9, 1913, in Liber 3441, Cp 448; deed dated August 20, 1913, and recorded on August 21, 1913, in Liber 3449, Cp 167; and deed dated September 8, 1913, and recorded September 9, 1913, in Liber 3441, Cp 450; excepting so much of said premises conveyed to said New York Municipal Railway Corporation as were conveyed by it to Hicks Street Corporation, by deeds dated January 3, 1921, and recorded March 16, 1921, in Liber 4019, Cp 250, Liber 4019, Cp 252, Liber 4019, Cp 254, Liber 4020, Cp 444, Liber 4020, Cp 446, Liber 4016, Cp 349, Liber 4016, Cp 350, Liber 4016, Cp 352, and Liber 4016 Cp 354 in the Register's Office of Kings County.

Parcel No. 13. Beginning at a point on the southerly line of Myrtle Avenue distant sixty-four feet no inches (64' 0") westerly from the northwesterly line of Ditmars Street measured along the said southerly line of Myrtle Avenue; running thence southwesterly thirty-two feet seven inches (32' 7") more or less to a point located fifty-four feet no inches (54' 0") northwesterly from the northwesterly line of Ditmars Street measured along a line parallel to Broadway, from a point on the said northwesterly line of Ditmars Street, distant two hundred ninety-one feet ten inches (291' 10") northeasterly from the northeasterly line of Broadway, measured along the said northwesterly line of Ditmars Street; thence northwesterly and parallel with Broadway twenty-three feet no inches (23' 0") more or less to the southerly line of Myrtle Avenue; thence easterly along the said southerly line of Myrtle Avenue forty-four feet seven inches (44' 7") more or less, to the point and place of beginning.

Subject to easement of adjacent owner of premises along Ditmars Street to use the above property for back yard purposes.

The foregoing described parcel is designated as part of Lot 3, Block 3193, Section 11 on the Tax Map of the Borough of Brooklyn.

Being part of the same premises which were conveyed to New York Municipal Railway Corporation, predecessor of said Rapid Transit Company, by deed dated June 23, 1913 and recorded on June 25, 1913, in Liber 3441, Cp 101, in the Register's Office of Kings County; excepting so much of said premises conveyed to said New York Municipal Railway Corporation as were conveyed by New York Rapid Transit Corporation by deed dated June 19, 1925 and recorded on June 20, 1925, in Liber 4548, Cp 306, in said Register's Office.

Parcel No. 14. All that certain easement reserved and described in a deed from the New York Municipal Railway Corporation to Levler Realty Corporation, dated October 24, 1922, recorded in Liber 4211, Page 86 of Conveyances, on October 31, 1922 in the Kings County Register's Office in, over and upon the following described land:

Beginning at a point on the northeasterly line of Broadway, distant two hundred and sixteen one-hundredths (200.16) feet southeasterly from the corner formed by the intersection of the said northeasterly line of Broadway with the southerly line of Myrtle Avenue, measured along the said northeasterly line of Broadway; thence southeasterly and along the said northeasterly line of Broadway, a distance of fifty-nine and five-tenths (59.5) feet, more or less, to a point located one hundred and ten and fifty-eight one-hundredths (110.58) feet northwesterly from the corner formed by the intersection of the northwesterly line of Ditmars Street and the said northeasterly line of Broadway, measured along said northeasterly line of Broadway; thence northeasterly on a line curving to the north with a radius of one hundred and sixty-six and fifty-two one-hundredths (166.52) feet, a distance of seventy-two and thirty-six one-hundredths (72.36) feet, more or less, to a point in the southeasterly line of property known as 977 Broadway, said point being located sixty and thirty-nine one-

hundredths (60.29) feet northeasterly from the said northeasterly line of Broadway, measured at right angles thereto, from a point distant seventy-one and seventy-five one-hundredths (71.75) feet northwesterly from the corner formed by the intersection of the said northeasterly line of Broadway and the said northwesterly line of Ditmars Street, measured along said northeasterly line of Broadway; thence northeasterly and along the said southeasterly line of property known as #977 Broadway, a distance of thirty-nine and sixty-one one-hundredths (39.61) feet; thence northwesterly and parallel with the said northeasterly line of Broadway, a distance of twenty-one and seventy-six one-hundredths (21.76) feet, more or less, to a point in the southeasterly line of the Whitmore Farm; thence northeasterly and along the said southeasterly line of the Whitmore Farm, a distance of fourteen and nine one-hundredths (14.09) feet, more or less, to the southerly line of lot #48, shown on a certain map entitled "Map of property situate in the Town of Bushwick, belonging to W. M. Whitmore, surveyed by Morgan Brothers, September, 1853", and filed in the office of the Register of the County of Kings on July 15th, 1864; thence westerly and along the southerly line of Lots Nos. 48 and 49, as shown on aforesaid map, a distance of 3.0 feet to a point; thence southwesterly along a line curving to the west with a radius of one hundred and thirty-nine and forty-eight one-hundredths (139.48) feet, a distance of one hundred and thirty-nine and forty one-hundredths (139.40) feet, more or less, to a point in the northwesterly line of property known as No. 969 Broadway, said point being located one and thirty-two one-hundredths (1.32) feet northeasterly from the said northeasterly line of Broadway, measured at right angles thereto, from a point in the said northeasterly line of Broadway, distant two hundred and sixteen one-hundredths (200.16) feet southeasterly from the intersection of the southerly line of Myrtle Avenue with the said northeasterly line of Broadway, measured along said northeasterly line of Broadway; thence southwesterly at right angles to the said northeasterly line of Broadway, and along the said northwesterly line of property known as No. 969

Broadway, one and thirty-two one-hundredths (1.32) feet to the point and place of beginning.

The foregoing described parcel being part of Lots 18, 20, 21, 120 and 121, Block 3193, Section 11, as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 15. Beginning at a point which is the northeast corner of Myrtle Avenue and Adams Street, Brooklyn; thence running easterly along the northerly side of Myrtle Avenue twenty (20) feet ten (10) inches to a point opposite the centre line of the party wall between the building on the lot hereby described and the building adjoining on the east; thence northerly and partly along said centre line and parallel with Adams Street seventy-two (72) feet to land now or late of John Yates; thence westerly along said land of John Yates and parallel with Myrtle Avenue twenty (20) feet ten (10) inches to the easterly side of Adams Street, and thence southerly along the easterly side of Adams Street seventy-two (72) feet to the corner aforesaid, the place of beginning.

Together with the land in front of and adjoining said premises in Adams Street and in Myrtle Avenue, to the center of said street and avenue.

The above described parcel is designated as Lot 40, Block 140, Section 1 on the Tax Map of the Borough of Brooklyn.

Being part of the premises conveyed to said Rapid Transit Company, by deed dated June 14, 1923, and recorded on October 5, 1923, in Liber 4333, Cp 250, in the Register's Office of Kings County.

Parcel No. 16. Beginning at a point on the southwesterly corner of Grand and Park Avenues, Brooklyn, running thence in a southerly direction along Grand Avenue ninety-two (92) feet two (2) inches; thence at right angles to Grand Avenue sixty-nine (69) feet nine (9) inches; thence in a northeasterly direction one hundred and four (104) feet two (2) inches to the southerly side of Park Avenue; thence southeasterly along

the southerly side of Park Avenue fifty (50) feet to the place of beginning.

Together with the land in front of and adjoining said premises in Park and Grand Avenues, to the center of said avenues.

The above described parcel is designated as Lots 41 and 42, Block 1892, Section 7 on the Tax Map of the Borough of Brooklyn.

Being the same premises which were conveyed to Brooklyn Elevated Railroad Company, by deed dated January 23, 1885 and recorded on January 24, 1885, in Liber 1590, Cp 51 and by deed dated May 13, 1885 and recorded May 13, 1885, in Liber 1609, Cp 378, in the Register's Office of Kings County.

Parcel No. 17. Beginning at the intersection of the southerly line of York Street with the westerly line of Hudson Avenue, running thence westerly along the southerly line of York Street twenty-three feet and eight inches, thence southeasterly in a straight line to a point in the westerly line of Hudson Avenue, distant twenty-four feet southerly from the said intersection of the westerly line of Hudson Avenue with the southerly line of York Street and thence northerly along the westerly line of Hudson Avenue twenty-four feet to the point or place of beginning.

Together with the land in front of and adjoining said premises in Hudson Avenue and York Street to the center of said avenue and street.

Subject to easement reserved in deed from Hugh Donohue, et al to the Brooklyn Elevated Railroad Company dated November 10, 1884 and recorded in the office of the Register of the County of Kings in Liber 1582 of Conveyances, Page 410 on November 22, 1884.

The above described parcel is designated as Lot 17, Block 72, Section 1 on the Tax Map of the Borough of Brooklyn.

Being the same premises which were conveyed to Brooklyn Elevated Railroad Company, predecessor of said Rapid Transit

Company, by deed dated November 10, 1884 and recorded November 22, 1884, in Liber 1582, Cp 410, in the Register's Office of Kings County.

Parcel 18. All that certain easement reserved and described in a deed from the New York Rapid Transit Corporation to Tram Realty Corporation, dated January 28, 1924, recorded in Liber 4368 of Conveyances, page 75 on January 29, 1924, in the Kings County Register's Office, in, over and upon the following described land designated in said deed as being portions of Parcels "A" and "B".

In Parcel "A" that portion—

Beginning at a point formed by the intersection of the southeasterly line of Eastern Parkway with the northeasterly line of Broadway; running thence northeasterly along said southeasterly line of Eastern Parkway 22.10 ft.; thence southeasterly and parallel with Broadway 21.26 feet; thence in an easterly direction 56.52 feet to a point located 75 feet southeasterly from the southeasterly line of Eastern Parkway measured on a line parallel with Broadway, and distant 40.09 feet northeasterly from the northeasterly line of Broadway measured on a line parallel with Eastern Parkway; thence southwesterly and parallel with Eastern Parkway, 32.74 feet; thence in a westerly direction 23.11 feet to a point in the northeasterly line of Broadway located 53.02 feet southeasterly from the southeasterly line of Eastern Parkway measured along said northeasterly line of Broadway; thence northwesterly along said northeasterly line of Broadway 53.02 feet more or less to the point and place of beginning.

The foregoing described parcel being part of Lot 7, Block 3472, Section 11 as designated on the Tax Map of the Borough of Brooklyn.

In Parcel "B" that portion—

Beginning at a point on the northwesterly line of Stewart Street distant 65.20 feet northeasterly from the northeasterly

line of Broadway measured along said northwesterly line of Stewart Street; running thence in a westerly direction 78.87 feet to a point located 75' southeasterly from the southeasterly line of Eastern Parkway measured on a line parallel with Broadway and distant 40.09 feet northeasterly from the northeasterly line of Broadway measured on a line parallel with Eastern Parkway; thence southwesterly and parallel with Eastern Parkway 32.74 feet; thence in an easterly direction 78.86 feet to a point on the northwesterly line of Stewart Street located 32.43 feet northeasterly from the northeasterly line of Broadway measured along said northwesterly line of Stewart Street; thence northeasterly along said northwesterly line of Stewart Street 32.77 feet more or less to the point and place of beginning.

The foregoing described parcel being part of lot 1, Block 3472, Section 11, as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 19. Beginning at a point in the northwesterly line of Conway Street located 123 feet 10 inches northeasterly from the northeasterly line of Broadway, measured along said Northwesterly line of Conway Street, said point being the intersection of the former southwesterly right of way line of the New York, Brooklyn and Manhattan Beach Railway Company with the northwesterly line of Conway Street; thence northwesterly along said former southwesterly right of way line, 39 feet $3\frac{1}{2}$ inches; thence easterly a distance of 36 feet $4\frac{1}{4}$ inches more or less to a point in the northwesterly line of Conway Street, located 153 feet 8 inches northeasterly from the northwesterly line of Broadway, measured along said northwesterly line of Conway Street; thence southwesterly along said northwesterly line of Conway Street, a distance of 29 feet 10 inches more or less, to the point or place of beginning.

Together with the land in front of and adjoining said premises in Conway Street to the center of said street.

The foregoing described parcel being Lot 47, Block 3474, Section 11, as designated on the Tax Map of the Borough of Brooklyn.

Being part of the same premises conveyed to said Rapid Transit Company in deed, dated February 2, 1925, and recorded on April 3, 1925, in Liber 4521, Cp. 88, in the Register's office of Kings County.

Parcel No. 20. Easement over and above the following described property.

Beginning at a point in the southeasterly line of Stewart Street located sixty-five feet three inches (65' 3") northeasterly from the northeasterly line of Broadway measured along said southeasterly line of Stewart Street; thence easterly fifty-one feet eleven and seven eighths inches (51' 11 $\frac{7}{8}$ ") more or less to a point in the dividing line between parcels the house numbers of which are known as 1945 and 1949 Broadway, located seventy-nine feet six inches (79' 6") northeasterly from the northeasterly line of Broadway measured along said dividing line, and fifty feet (50') southeasterly from the southeasterly side of Broadway measured along a line parallel with Broadway; thence northeasterly and parallel with Stewart Street, twenty feet six inches (20' 6") more or less to the northerly boundary line of parcel the house number of which is known as 1945 Broadway; thence northwesterly along said northerly boundary line and parallel with Broadway ten (10) feet; thence westerly forty two feet two and one-quarter inches (42' 2 $\frac{1}{4}$ ") more or less to a point in the southeasterly line of Stewart Street located eighty-six feet seven inches (86' 7") from the northeasterly line of Broadway measured along said southeasterly line of Stewart Street; thence southwesterly along said southeasterly line of Stewart Street, twenty one feet four inches (21' 4") more or less to the point and place of beginning.

Being a part of the property referred to in the clauses at the end of Parcel #22 and Parcel #23.

Parcel No. 21. Easement over and above the following described property.

Beginning at a point in the dividing line between parcels the house numbers of which are known as Nos. 1945 and 1959 Broadway located seventy-nine feet six inches (79' 6") northeasterly from the northeasterly line of Broadway measured along said dividing line and fifty (50') feet southeasterly from the southeasterly line of Stewart Street measured along a line parallel with Broadway; thence easterly fifty-one feet eleven and seven eighths inches (51' 11 $\frac{7}{8}$ ") more or less to a point in the southeasterly boundary line of parcel the house number of which is known as No. 1953 Broadway located ninety-three feet nine inches (93' 9") northeasterly from the northeasterly line of Broadway measured along said southeasterly boundary line and one hundred feet (100') southeasterly from the southeasterly line of Stewart Street measured along a line parallel with Broadway; thence northeasterly along said southeasterly boundary line of parcel the house number of which is known as No. 1953 Broadway, parallel with Stewart Street and one hundred feet (100') southeasterly therefrom, a distance of six feet three inches (6' 3") more or less to the northeasterly boundary line of parcel the house number of which is known as No. 1963 Broadway; thence northwesterly along the northeasterly boundary line of parcels the house numbers of which are known as Nos. 1949 and 1953 Broadway, parallel with Broadway and one hundred feet (100') distant therefrom a distance of fifty feet (50'); thence southwesterly parallel with Stewart Street and along the dividing line between parcels, house numbers of which are known as 1945 and 1949 Broadway, a distance of twenty (20') feet six (6") inches more or less to the point and place of beginning.

Being a part of the property referred to in the clauses at the end of Parcel #22 and Parcel #23.

• Parcel No. 22. Easement over and above the following described property:

Beginning at a point in the southwesterly boundary line of parcel, the house number of which is known as No. 12 Stewart Street, located forty (40) feet southeasterly from the south-

easterly line of Stewart Street, measured along said southwesterly boundary line; thence southeasterly along said southwesterly boundary line of said parcel, the house number of which is known as No. 12 Stewart Street, a distance of sixty (60) feet to the southeasterly boundary line of said lot; thence northeasterly along said southeasterly boundary line a distance of twenty feet one and one-half inches ($20' 1\frac{1}{2}"$); thence westerly sixty-three feet three and one-half inches ($63' 3\frac{1}{2}"$) to the point and place of beginning.

Being a part of the property referred to in the clause at the end of Parcel #23.

The three above described easements designated as Parcels 20, 21 and 22 affect lots 5, 6, 7, 8 and 10, Block 3474, Section 11 on the Tax Map of the Borough of Brooklyn.

Parcel No. 23. Easement over and above the following described property:

Beginning at a point in the northwesterly line of Conway Street, located ninety-three feet 9 inches ($93' 9"$) northeasterly from the northeasterly line of Broadway, measured along said northwesterly line of Conway Street; thence northwesterly parallel with Broadway, a distance of one hundred (100) feet more or less to the center line of the block between Stewart Street and Conway Street; thence northeasterly along said center line of the block, and parallel with Conway Street, a distance of twenty-six feet and four and one-half inches ($26' 4\frac{1}{2}"$); thence easterly sixty-nine feet one inch ($69' 1"$) more or less to a point in the former southwesterly right of way line of the New York, Brooklyn and Manhattan Beach Railway Company, located thirty-nine feet three and three eighths inches ($39' 3\frac{3}{8}"$) northerly from the northwesterly line of Conway Street measured along said former southwesterly right of way line; thence southeasterly along said former southwesterly right of way line thirty-nine feet three and three eighths inches ($39' 3\frac{3}{8}"$) more or less to the northwesterly line of Conway Street; thence southwesterly along said northwesterly line of

Conway Street, thirty feet one inch (30' 1") more or less to the point and place of beginning.

The above described easement affects Lot 49, Block 3474, Section 11 on the Tax Map of the Borough of Brooklyn.

Parcels 20, 21, 22 and 23, being the same easement parcels which were acquired by New York Municipal Railway Corporation and the New York Consolidated Railroad Company, predecessors of said Rapid Transit Company, in a condemnation proceeding (No. 7162-1916), to acquire title to land between Stewart Street, Gillin Place, Bushwick Avenue and Norman Place, wherein said parcels are designated as C-1019, C-1018, C-1017, and C-1016, respectively.

Parcel No. 24. Beginning at a point in the southwesterly side of Broadway located ten and forty-seven one hundredths (10.47) feet southeasterly from the intersection of said southwesterly side of Broadway with the former westerly right of way line of the New York, Brooklyn and Manhattan Beach Railway Company, measured along said southwesterly side of Broadway; running thence southeasterly along said southwesterly side of Broadway five hundred and ninety and sixty-three one hundredths (590.63) feet more or less to land now or late of Philip H. Reid; thence southerly along said land now or late of Philip H. Reid seventy-eight and eleven one hundredths (78.11) feet more or less to the northerly side of Fulton Street; thence westerly along said northerly side of Fulton Street four hundred and fifty-one and four one hundredths (451.04) feet more or less to the former easterly right of way line of the New York, Brooklyn and Manhattan Beach Railway Company; thence northerly along said easterly right of way line seventy-eight and forty-two one hundredths (78.42) feet more or less to a point distant one hundred and nineteen and sixty-seven one hundredths (119.67) feet southerly from said southwesterly side of Broadway measured along said former easterly right of way line; thence northerly one hundred and fifty-two (152) feet more or less to the point or place of beginning.

TOGETHER with the land in front of and adjoining said premises in Broadway and Fulton Street to the center lines of said streets.

Subject to sub-surface easement of the City of New York.

The above described parcel being Lot 25, Block 1547 Section 6 on the Tax Map of the Borough of Brooklyn.

Being part or all of the same premises conveyed to said Rapid Transit Company, or its predecessors, by the following deeds: Deed dated June 6, 1913, and recorded June 7, 1913, in Liber 3427, CP 523; deed dated July 17, 1913, and recorded on July 19, 1913, in Liber 3437, CP 141; deed dated July 3, 1913, recorded on July 21, 1913, in Liber 3432, CP 208; deed dated October 22, 1914, recorded on November 2, 1914, in Liber 3526, CP 25; deed dated July 10, 1913, and recorded on July 11, 1913, in Liber 3433, CP 374; deed dated May 27, 1913, recorded on May 28, 1913, in Liber 3433, CP 38; deed dated February 2, 1925, and recorded on April 3, 1925, in Liber 4521, CP 88; and deed dated July 14, 1899, and recorded on July 22, 1899, in Liber 37, CP 203, Section 6, in the Register's office of Kings County.

Parcel No. 25. Beginning at a point formed by the intersection of the southerly side of Herkimer Street with the westerly side of Williams Place; running thence southerly along said westerly side of Williams Place three hundred and thirty-four (334) feet seven (7) inches more or less to the northerly side of Atlantic Avenue; thence westerly along said northerly side of Atlantic Avenue ninety-five (95) feet; thence northerly and parallel with said westerly side of Williams Place two hundred and thirty-six (236) feet seven (7) inches; thence westerly and parallel with the southerly side of Herkimer Street five (5) feet; thence northerly and parallel with said westerly side of Williams Place ninety-eight (98) feet more or less to the southerly side of Herkimer Street; thence easterly along said southerly side of Herkimer Street one hundred (100) feet to the point or place of beginning.

TOGETHER with the land in front of and adjoining said premises in Herkimer Street, Williams Place and Atlantic Avenue to the center lines thereof.

The above described parcel being Lot 13, Block 1576, Section 6 on the Tax Map of the Borough of Brooklyn.

Being the same premises which were conveyed to New York Municipal Railway Corporation, predecessor of said Rapid Transit Company, by the following deeds: Deed dated June 5, 1913 and recorded on June 5, 1913, in Liber 3422, CP 551; deed dated July 3, 1913, and recorded on July 19, 1913, in Liber 3437, CP 140; and deed dated October 10, 1913, and recorded on October 11, 1913, in Liber 3455, CP 135, in the Register's Office of Kings County..

Parcel No. 28. Beginning at a point formed by the intersection of the southerly side of Fulton Street with the easterly side of Van Sinderen Avenue formerly Vesta Avenue; running thence easterly along said southerly side of Fulton Street sixty-four (64) feet nine (9) inches more or less to an angle in said Fulton Street; thence southeasterly and still along said southerly side of Fulton Street one hundred and sixty-four (164) feet nine (9) inches more or less to the westerly side of Williams Place; thence southwesterly along said westerly side of Williams Place seventy-one (71) feet four (4) inches to an angle in said Williams Place; thence southerly and still along said westerly side of Williams Place seventy-one (71) feet four (4) inches more or less to the northerly side of Herkimer Street; thence westerly along said northerly side of Herkimer Street one hundred and forty-one (141) feet; thence northerly and parallel with the easterly side of Van Sinderen Avenue one hundred (100) feet; thence westerly and parallel with said northerly side of Herkimer Street forty-nine (49) feet to the easterly side of Van Sinderen Avenue; thence northerly along said easterly side of Van Sinderen Avenue one hundred (100) feet to the point or place of beginning.

Together with the land in front of and adjoining said premises in Fulton Street, Williams Place and Herkimer Street, and Van Sinderen Avenue to the center lines thereof.

The above described parcel being Lots 1 and 9 Block 1555, Section 6 on the Tax Map of the Borough of Brooklyn.

Being the same premises which were conveyed to New York Municipal Railway Corporation and Kings County Elevated Railway Company, predecessors of said Rapid Transit Company, by the following deeds: Deed dated January 5, 1914, and recorded on January 5, 1914, in Liber 3466, CP 310; deed dated May 12, 1913, and recorded on May 23, 1913, in Liber 3427, CP 367; deed dated November 14, 1913, and recorded on November 14, 1913, in Liber 3459, CP 180; deed dated January 7, 1898, recorded on January 13, 1898, in Liber 26, CP 390, Section 6; deed dated January 7, 1898, recorded on January 13, 1898, in Liber 26, CP 369, Section 6; and deed dated May 26, 1913, recorded on June 10, 1913, in Liber 3426, CP 542, in the Register's Office of Kings County; and premises which were acquired in 1915, in a condemnation proceeding entitled: "In the matter of the petition of the New York Municipal Railway Corporation and the New York Consolidated Railroad Company, plaintiffs, relative to the acquisition of title for additional tracks in East New York, to lands at or near the intersection of Williams Place and Fulton Street, Mary S. Rubbo, et al., defendants, wherein said parcels are designated as numbers D-2303 and D-2309.

Parcel No. 27. Beginning at a point formed by the intersection of the southwesterly side of Conduit Boulevard with the easterly side of Euclid Avenue formerly Market Street; running thence southeasterly along said southwesterly side of Conduit Boulevard ninety-five and ninety-three one hundredths (95.93) feet more or less to the westerly line of lands formerly of Maria Rogers; thence southerly along said westerly line of lands formerly of Maria Rogers one hundred and twelve and sixty-six one hundredths (112.66) feet more or less to a point located one hundred and twenty-five (125) feet southerly from the former southwesterly side of Conduit Avenue measured along said westerly line of lands formerly of Maria Rogers; thence westerly on a line at right angles to Euclid Avenue and

parallel with Glenmore Avenue eighty (80) feet seven (7) inches more or less to the easterly side of Euclid Avenue; thence northerly along said easterly side of Euclid Avenue one hundred and sixty-four and twelve one-hundredths (164.12) feet more or less, to the southwesterly side of Conduit Boulevard at the point or place of beginning.

Together with the land in front of and adjoining said premises in Euclid Avenue and Conduit Boulevard to the center lines thereof.

The above described parcel being Lot 12, Block 4195, Section 13 on the Tax Map of the Borough of Brooklyn.

Being part of the same premises which were conveyed to Kings County Elevated Railway Company, predecessor of said Rapid Transit Company, by deed dated January 7, 1898, and recorded on January 13, 1898, in Liber 9, CP 331, Section 13, in the Register's office of Kings County.

Parcel No. 28. Beginning at the corner formed by the intersection of the northerly line of Pitkin Avenue formerly Eastern Parkway with the westerly line of Euclid Avenue formerly Market Street, and running thence westerly along said northerly line of Pitkin Avenue formerly Eastern Parkway, fifty (50) feet; thence northerly and parallel with Euclid Avenue, one hundred (100) feet; thence easterly and parallel with Pitkin Avenue fifty (50) feet to the westerly line of Euclid Avenue, and thence southerly along said westerly line of Euclid Avenue one hundred (100) feet to the point or place of beginning.

Together with the land in front of and adjoining said premises in Pitkin Avenue and Euclid Avenue to the center lines of said avenues.

The above described parcel being Lot 33, Block 4213, Section 13 on the Tax Map of the Borough of Brooklyn.

Being part of the same premises which were conveyed to Kings County Elevated Railway Company, predecessor of said

Rapid Transit Company, by deed dated January 7, 1898, and recorded on January 13, 1898, in Liber 9, CP 331, Section 13, in the Register's office of Kings County.

Parcel No. 29. All that certain easement for maintenance and operation of the railroad on and over property situated on the easterly side of Liberty Street north of Tillary Street, in the County of Kings, now or formerly designated as Lot 4, Block 114, Section 1 on the Tax Map of the Borough of Brooklyn and designated as Damage Parcel No. 79 in a certain proceeding by the City to acquire land for Brooklyn Bridge Plaza, which said easement is reserved by the Final Decree entered in said proceeding on the 14th day of July, 1936.

Parcel No. 30-A. Beginning at a point on the westerly side of Adams Street distant one hundred and five (105) feet and four (4) inches southerly from the corner formed by the intersection of the westerly side of Adams Street with the southerly side of Concord Street; running thence westerly on a line parallel with Concord Street one hundred and fifteen (115) feet more or less to land now or late belonging to the firm of A. M. Stein & Company; thence southerly along said land now or late of said Stein & Company, and along a line drawn in continuation of the easterly line of said land of Stein & Company one hundred and eleven (111) feet and eleven (11) inches; thence easterly on a line parallel with Concord Street, and part of the way through the centre of a party wall, one hundred and fifteen (115) feet more or less to the westerly side of Adams Street; and thence northerly along the westerly side of Adams Street one hundred and eleven (111) feet and eleven (11) inches to the point or place of beginning.

Together with the land in front of and adjoining said premises in Adams Street, to the center of said street.

Parcel No. 30-B. Beginning at a point on the easterly side of Washington Street, distant one hundred and five (105) feet and four (4) inches southerly from the southeasterly corner of Washington and Concord Streets, running thence easterly on a line parallel with Concord Street one hundred and sixteen (116)

feet and ten (10) inches to the centre line of a certain alley-way in the rear of said premises, and running thence southerly and along the centre line of said alley-way fifty-two (52) feet and eight (8) inches, thence westerly on a line parallel or nearly so with Concord Street one hundred and sixteen (116) feet and nine (9) inches more or less to the easterly side of Washington Street, and thence northerly along the easterly side of Washington Street, fifty-two (52) feet and eight (8) inches to the point or place of beginning; being the same premises known and designated by the street numbers 219 and 223 Washington Street.

Together with the land in front of and adjoining said premises in Washington Street, to the center of said street; and also all right, title and interest of, in and to the alley-way adjoining said premises on the north and in the rear.

The foregoing described parcels Nos. 30-A and 30-B are designated on the Tax Map of the Borough of Brooklyn as Lot 19, Block 115, Section 1:

- Parcel No. 31. Beginning at a point formed by the intersection of the southeasterly side of Fifth Avenue with the center line of Thirty-seventh Street if extended southeasterly from Fifth Avenue, said center line of Thirty-seventh Street extended southeasterly being the dividing line between lands of the South Brooklyn Railway Company and the New York Rapid Transit Corporation; running thence southeasterly along said center line of Thirty-seventh Street and said dividing line one thousand five hundred and twenty (1520) feet more or less to the center line of Seventh Avenue if extended northeasterly from Thirty-ninth Street; thence southwesterly along said center line of Seventh Avenue two hundred and thirty-five (235) feet six (6) inches more or less to the northerly boundary line of lands of the City of New York; thence northwesterly along said boundary line one hundred and seventy-six (176) feet two and seven-eighths ($2\frac{7}{8}$) inches more or less to the center line of Thirty-eight Street if extended southeasterly from Fifth Avenue; thence northwesterly along said center line of Thirty-eighth Street and along the northeasterly boundary line of

lands of the South Brooklyn Railway Company one thousand three hundred and forty-five (1345) feet six and one-quarter ($6\frac{1}{4}$) inches more or less to the southeasterly side of Fifth Avenue; thence northeasterly along said southeasterly side of Fifth Avenue two hundred and sixty (260) feet four (4) inches to the point or place of beginning.

Together with the land in front of and adjoining said premises in Fifth Avenue, to the center of said avenue.

The foregoing described parcel is designated as Lot 180, Block 903, Section 3 on the Tax Map of the Borough of Brooklyn.

Parcel No. 32. Beginning at the corner formed by the intersection of the northerly side of Thirty-eight Street with the easterly side of Seventh Avenue as said street and avenue were formerly laid out on the City Map; running thence easterly along the northerly side of said Thirty-eighth Street three hundred fifty feet (350'); thence northerly parallel with said Seventh Avenue one hundred thirty feet, two inches ($130' 2''$); thence westerly and parallel with Thirty-seventh Street, two hundred ten feet ($210'$); thence northwesterly in a straight line, ninety-six feet, eight and three-quarter inches ($96' 8\frac{3}{4}''$) to a point fifty-two feet ($52'$) east of said Seventh Avenue on a line drawn parallel to Thirty-seventh Street from a point on the easterly side of said Seventh Avenue distant thirty feet ($30'$) south of said Thirty-seventh Street; thence westerly along said line parallel to Thirty-seventh Street fifty-two feet ($52'$) to the easterly side of said Seventh Avenue; thence southerly along the easterly side of said Seventh Avenue one hundred seventy feet four inches ($170' 4''$) to the point or place of beginning.

Together with all the right, title and interest in and to the land lying within the lines of Seventh Avenue as formerly laid out on the City Map to the center line thereof, and all the right, title and interest in and to the land lying within the lines of Thirty-eighth Street as formerly laid out on the City Map to the northerly line of property now of the City of New York, in front of and adjacent to the above described premises.

The above described parcel is designated as Lot 260, Block 903, Section 3 on the Tax Map of the Borough of Brooklyn.

Being the same premises which were conveyed to said Rapid Transit Company, by deed dated January 18, 1932, and recorded on January 19, 1932, in Liber 5244, CP 320, in the Register's office of Kings County.

Parcel No. 33. Beginning at a point formed by the intersection of the northeasterly side of Sixty-eighth Street with the northwesterly side of Third Avenue; running thence northeasterly along said northwesterly side of Third Avenue two hundred seventy-one and seventy-one one hundredths (271.71) feet more or less to the southwesterly side of Senator Street; thence northwesterly along said southwesterly side of Senator Street eight and fifty one-hundredths (8.50) feet to an angle in said street; thence still along said southwesterly side of Senator Street eighty-eight and sixty one-hundredths (88.60) feet more or less to the intersection of the southwesterly side of Senator Street with a line drawn parallel with the northwesterly side of Third Avenue and distant forty (40) feet northwesterly therefrom measured at right angles thereto; thence southwesterly and parallel with said northwesterly side of Third Avenue one hundred ninety-one and thirty-four one-hundredths (191.34) feet more or less to the northeasterly side of Sixty-eighth Street; thence southeasterly along said northeasterly side of Sixty-eighth Street forty and fifteen one-hundredths (40.15) feet more or less to the point or place of beginning.

Together with land in front of and adjoining said premises in Third Avenue, Senator Street and Sixty-eighth Street to the center of said avenue and streets.

The above described parcel being Lot 45, Block 5853, Section 18 on the Tax Map of the Borough of Brooklyn.

Being the same premises which were conveyed to Brooklyn Union Elevated Railroad Company, predecessor of said Rapid Transit Company, by deed dated February 16, 1909, and re-

corded May 21, 1909, in Liber 31, CP 19, Section 18, in the Register's office of Kings County.

- Parcel No. 34-A. Easement over and above the following described property:

Beginning at a point on the northerly line of Atlantic Avenue distant 81.987 feet westerly from the westerly line of Euclid Avenue measured along said northerly line of Atlantic Avenue; running thence northerly and inclining easterly along a curve having a radius of 100 feet, 63.02 feet more or less to a point distant 100 feet westerly from the westerly line of Euclid Avenue, measured at right angles thereto from a point in said westerly line distant 45 feet northerly from the northerly line of Atlantic Avenue, measured along said westerly line of Euclid Avenue; thence northwesterly 33.98 feet more or less to a point distant 119.25 feet westerly from the westerly line of Euclid Avenue, measured at right angles thereto from a point in said westerly line distant 73 feet northerly from the northerly line of Atlantic Avenue, measured along said westerly line of Euclid Avenue; thence northerly along a line parallel with said westerly line of Euclid Avenue and distant 119.25 feet westerly therefrom, measured at right angles thereto 480.12 feet; thence northwesterly 74.82 feet more or less to a point in the southerly line of Fulton Street distant 159.12 feet westerly from the westerly line of Euclid Avenue measured along said southerly line of Fulton Street; thence westerly along said southerly line of Fulton Street 94.57 feet more or less to a point distant 50.74 feet easterly from the easterly line of Chestnut Street measured along said southerly line of Fulton Street; thence southerly and parallel with said easterly line of Chestnut Street six (6) feet; thence easterly and parallel with said southerly line of Fulton Street 28 feet; thence southeasterly 55.94 feet more or less to a point distant 43.51 feet southerly from the southerly line of Fulton Street measured at right angles thereto from a point in said southerly line of Fulton Street distant 185.28 feet westerly from the westerly line of Euclid Avenue, measured along said southerly line of Fulton

Street; thence still southeasterly 72.16 feet more or less to a point formed by the intersection of the center line of the block between Chestnut Street and Euclid Avenue with the southerly line of Lot No. 704 as shown on the map of the Rapalye property on the Brooklyn and Jamaica Railroad and Turnpike Road made by Martin G. Johnson and on file in the office of the Register of the County of Kings; thence southerly along said center line of the block 400.32 feet more or less to a point in a line drawn at right angles to the westerly line of Euclid Avenue, said line being distant 128 feet northerly from the northerly line of Atlantic Avenue, measured on a line parallel with said westerly line of Euclid Avenue and distant 147.5 feet westerly therefrom, measured at right angles thereto; thence easterly along said line at right angles to said westerly line of Euclid Avenue 25 feet more or less to a point distant 147.5 feet westerly from said westerly line of Euclid Avenue, measured at right angles thereto and 128 feet northerly from the northerly line of Atlantic Avenue measured on a line parallel with said westerly line of Euclid Avenue; thence southerly and parallel with said westerly line of Euclid Avenue 128 feet to the northerly line of Atlantic Avenue; thence easterly along said northerly line of Atlantic Avenue 67.69 feet more or less to the point and place of beginning.

Parcel 34-B. Easement over and above the following described property:

Beginning at the intersection of the westerly line of Euclid Avenue with the northerly line of Atlantic Avenue; running thence westerly along said northerly line of Atlantic Avenue eighty-one and nine hundred and eighty-seven thousandths feet (81.987'); thence northerly and inclining easterly along a curve having a radius of one hundred feet, a distance of sixty-three and two one hundredths feet (63.02') to a point distant one hundred feet (100') westerly from the said westerly line of Euclid Avenue, measured at right angles thereto from a point in said westerly line distant forty-five feet (45') northerly from the northerly line of Atlantic Avenue, measured along said westerly line; thence southeasterly twenty-five feet (25') more

or less, to a point distant eighty-five feet (85') westerly from said westerly line of Euclid Avenue, measured at right angles thereto from a point in said westerly line distant twenty-five feet (25') northerly from said northerly line of Atlantic Avenue, measured along said westerly line; thence easterly and at right angles with said westerly line of Euclid Avenue eighty-five feet (85') to said westerly line; thence southerly along said westerly line of Euclid Avenue twenty-five feet (25') to the point or place of beginning.

Parcel 34-C. Easement over and above the following described property:

Beginning at a point distant one hundred and forty-seven and five-tenths feet (147.5') westerly from the westerly line of Euclid Avenue, measured, at right angles thereto, and one hundred and twenty-eight feet (128') northerly from the northerly line of Atlantic Avenue, measured on a line parallel with said westerly line of Euclid Avenue, and running thence westerly and at right angles with said westerly line of Euclid Avenue ten feet (10'); thence southerly and parallel with said westerly line of Euclid Avenue one hundred and twenty-eight and seventy-nine hundredths feet (128.79') more or less, to said northerly line of Atlantic Avenue; thence easterly along said northerly line of Atlantic Avenue to a point in said northerly line distant one hundred and forty-seven and five tenths feet (147.5') westerly from the westerly line of Euclid Avenue produced, measured at right angles thereto; thence northerly and parallel with said westerly line of Euclid Avenue one hundred and twenty-eight feet (128') to the point or place of beginning.

The easements above described as Parcels 34-A, 34-B and 34-C are owned jointly by the Long Island Railroad Company and the New York Rapid Transit Corporation and affect Lots 1, 27 and 45, Block 4143, Section 13 as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 35. Sub-surface easement for a conduit line in and under the following described property:

Beginning at a point in the easterly line of West Sixth Street located two hundred and thirty-seven (237) feet northerly from the northerly line of Sheepshead Bay Road, measured along the easterly line of West 6th Street; thence easterly at right angles to West Sixth Street eighty-five and sixty-four one hundredths (85.64) feet, more or less, to the westerly boundary line of lands of the South Brooklyn Railway Company, formerly the Prospect Park & Coney Island Railroad; thence southerly along said westerly boundary line five (5) feet, more or less, to a line at right angles to West Sixth Street, measured from a point on the east side of West Sixth Street, distant two hundred and thirty-two (232) feet north of Sheepshead Bay Road; thence westerly, at right angles to West 6th Street eighty-five and fifteen one hundredths (85.15) feet, more or less, to the easterly line of West Sixth Street; thence northerly along the easterly line of West Sixth Street five feet to the point and place of beginning.

The above described parcel being a strip of land five (5) feet wide along the northerly boundary line of land now or formerly of Alexander Campbell Milk Company.

The above described easement affects Lot 22, Block 7271, Section 21 as designated on the Tax Map of the Borough of Brooklyn.

Said easement having been acquired by New York Municipal Railway Corporation, predecessor of said Rapid Transit Company, in conveyance dated August 28, 1917, and recorded August 29, 1917, in Liber 3688, CP 251, in the Register's office of Kings County.

Parcel No. 38. Easement over and above the following described property:

Beginning at a point in the easterly line of Alabama Avenue, 15 feet northerly from the intersection of the easterly line of Alabama Avenue with the northerly side of Fulton Street; running thence southerly to the corner formed by the intersec-

tion of the easterly line of Alabama Avenue with the northerly line of Fulton Street; thence easterly along the northerly line of Fulton Street 27 feet $1\frac{1}{2}$ inches; thence in a northwesterly direction 30 feet $11\frac{1}{8}$ inches, more or less, to the point and place of beginning.

The above described easement affects Lot 1, Block 3657, Section 12 as designated on the Tax Map of the Borough of Brooklyn.

Said easement having been acquired by New York Municipal Railway Corporation and New York Consolidated Railroad Company, by conveyance dated November 20, 1916, and recorded November 29, 1916, in Liber 3637, CP 326, in the Register's office of Kings County.

Parcel No. 37. Easement over and above the following described property.

Beginning at a point formed by the intersection of the northerly side of Fulton Street with the westerly side of Crescent Street; running thence westerly along said northerly side of Fulton Street eighty-five (85) feet eight and one-quarter ($8\frac{1}{4}$) inches more or less to the westerly boundary line of land now or formerly of Abraham Liblit; thence northerly along said westerly boundary line of land now or formerly of Abraham Liblit eleven (11) inches to a point; thence northeasterly along a line curving to the north with a radius of one hundred sixty-four (164) feet, a distance of one hundred forty-six (146) feet six and five eighths inches ($6\frac{5}{8}$) more or less to a point on the westerly side of Crescent Street located fourteen (14) feet three and three-eighths ($3\frac{3}{8}$) inches northerly from the dividing line between properties known as number 220 Crescent Street and 3343 Fulton Street measured along said westerly side of Crescent Street; thence southerly along said westerly side of Crescent Street one hundred and four (104) feet more or less to the point or place of beginning.

The above described parcel affects Lots 59, 61, 63, 64 and 65, Block 4130, Section 13 as designated on the Tax Map of the Borough of Brooklyn.

Said easements having been acquired by New York Municipal Railway Corporation, et al., predecessors of said Rapid Transit Corporation, by the following deeds: Deed dated October 16, 1917, recorded October 18, 1917, in Liber 3693, CP 90; deed dated December 21, 1917, recorded December 24, 1917, in Liber 3700, CP 161; deed dated December 22, 1892, recorded December 30, 1892, in Liber 2154, CP 429; and final decree dated July 12, 1923, and recorded August 27, 1923, in Liber 4293, CP 222, in the Register's office of Kings County.

Parcel No. 38. Easement over and above the following described property:

Beginning at a point formed by the intersection of the easterly line of Crescent Street and the southerly line of Jamaica Avenue; running thence easterly along the southerly line of Jamaica Avenue, a distance of eighty-five feet (85') and no inches (0") to a point; thence southwestarily on a curve having a radius of one hundred and eighty-nine feet (189') no inches (0") a distance of one hundred and forty-seven feet (147') no inches (0"), more or less, to a point on the easterly line of Crescent Street, which point is distant ninety-six (96') feet southerly from the point of beginning; thence northerly along said easterly line of Crescent Street a distance of ninety-six feet (96') to the point or place of beginning.

The above described easement affects Lot 81, Block 4106, Section 13 as designated on the Tax Map of the Borough of Brooklyn:

Said easement having been acquired by the New York Municipal Railway Corporation, by conveyance dated January 6, 1922, and recorded January 7, 1922, in Liber 4100, CP 178, in the Register's office of Kings County.

Parcel No. 39. Easement over and above the following described property:

Beginning at the southwest corner of Atlantic Avenue and Snediker Avenue; thence southerly along the westerly side of Snediker Avenue Four and one hundred fourteen thousandths feet (4.114') to a point; thence north $76^{\circ} 27' 56''$ west and parallel to Atlantic Avenue Forty-two and eight hundred forty-one thousandths feet (42.841') to a point; thence south $22^{\circ} 41'$ west Fifty-two and five hundred sixteen thousandths feet (52.516') to a point; thence by an angle 90° to the right Ten and five tenths feet (10.5') to a point; thence by an angle 90° to the left forty four feet (44') to a point; thence by an angle 90° to the left Five and Four Hundred fifty-two thousandths feet (5.452') to a point; thence south $22^{\circ} 41'$ west One hundred eight feet (108') to a point; thence due south and parallel to Van Sinderen Avenue Ninety feet (90') to a point; thence by an angle 90° to the right Forty (40') feet to a point; thence south $21^{\circ} 13' 39''$ west Eighty-five and six hundred eighteen thousandths feet (85.618') to a point; thence due south and parallel to Van Sinderen Avenue forty-five feet (45') to a point in the line dividing lands of grantor and unknown owners; thence by an angle 90° to the right along said land of unknown owners Four feet (4') to a point in the easterly side of Van Sinderen Avenue; thence due north along the easterly side of Van Sinderen Avenue Two Hundred ninety-six feet (296') to a point; thence north $41^{\circ} 18' 44''$ east Twenty-five and one hundred ninety-eight thousandths feet (25.198') to a point; thence north $22^{\circ} 41'$ east One hundred twenty-three feet (123') to a point in the southerly side of Atlantic Avenue; thence south $76^{\circ} 27' 57''$ East along the southerly side of Atlantic Avenue One hundred forty feet (140') to the point or place of beginning.

The above described easement affects Lot 10, Block 3680, Section 12, as designated on the Tax Map of the Borough of Brooklyn.

. Parcel No. 40. Easement over and above the following described property:

Beginning at the northwest corner of Van Sinderen Avenue and Liberty Avenue which said northwest corner is distant Twenty-five and two hundred sixty-five thousandths feet (25.265') westerly from the northeast corner of Liberty and Van Sinderen Avenues; thence westerly along the northerly side of Liberty Avenue Fifty-two feet (52') to a point; thence northerly and parallel to Van Sinderen Avenue Four Hundred eighty feet (480') to a point; thence easterly and parallel to Liberty Avenue Fifty-two feet (52') to a point in the westerly side of said Van Sinderen Avenue; thence southerly along said westerly side of Van Sinderen Avenue parallel and distant Twenty-five and two hundred sixty-five thousandths feet (25.265') westerly from the easterly side of said Van Sinderen Avenue Four hundred eighty feet (480') to the point or place of beginning.

The above described easement affects Lots 32 and 35, Block 3679, Section 12 as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 41. Easement over and above the following described property:

Beginning at the southwest corner of Liberty Avenue and Van Sinderen Avenue; thence southerly along the westerly side of Van Sinderen Avenue and distant Twenty-five and two hundred sixty-five thousandths feet (25.265') westerly from the easterly side of Van Sinderen Avenue and parallel thereto Four hundred and one hundred ninety-five thousandths feet (400.195') to the northerly side of Glenmore Avenue; thence westerly along said northerly side of Glenmore Avenue Fifty-two feet (52') to a point; thence northerly and parallel to Van Sinderen Avenue Four Hundred and one hundred ninety-five thousandths feet (400.195') to the southerly side of Liberty Avenue; thence eastwardly along said side of Liberty Avenue Fifty-two feet (52') to the point or place of beginning.

The above described easement affects Lots 1 and 26, Block 3696, Section 12, as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 42. Easement over and above the following described property:

Beginning at the southwest corner of Glenmore Avenue and Van Sinderen Avenue; thence southerly along the westerly side of Van Sinderen Avenue and parallel and Twenty-five and two hundred sixty-five thousandths feet (25.265') westerly from the easterly side of said Van Sinderen Avenue Two Hundred and two hundred forty-five thousandths feet (200.245') to a point; thence westerly and parallel to Glenmore Avenue Thirty feet (30') to a point; thence southerly and parallel to Van Sinderen Avenue Two hundred feet (200') to a point in the northerly line of Pitkin Avenue; thence westerly along said side of Pitkin Avenue Twenty-two feet (22') to a point; thence northerly Four hundred one and two hundred twenty-three thousandths feet (401.223') to a point in the southerly side of Glenmore Avenue; thence easterly along said side of Glenmore Avenue eighty feet (80') to the point or place of beginning.

The above described easement affects Lots 1 and 26, Block 3713, Section 12, as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 43. Easement over and above the following described property:

Beginning at a point in the southerly side of Pitkin Avenue distant Fifty-five and two hundred sixty-five thousandths feet (55.265') westerly from the southeast corner of Pitkin Avenue and Van Sinderen Avenue; thence southerly and parallel to Van Sinderen Avenue Thirty feet (30') to a point; thence westerly and parallel to Pitkin Avenue Twenty feet (20') to a point; thence northerly and parallel to Van Sinderen Avenue, Thirty (30') feet to a point in the southerly side of Pitkin Avenue; thence along said southerly side of Pitkin Avenue Twenty feet (20') to the point or place of beginning.

The above described easement affects Lot 25, Block 3730, Section 12 as designated on the Tax Map of the Borough of Brooklyn.

• Parcel No. 44. Beginning at a point formed by the intersection of the northerly side of Neptune Avenue with the center line of West Tenth Street as formerly located by the Town Survey Commission of Kings County; running thence northerly along said center line ninety-eight (98) feet more or less to the southerly side of Coney Island Creek as described in Final Order of Supreme Court dated May 4, 1877, in condemnation proceedings instituted by the New York and Sea Beach Railroad Company against the Town of Gravesend and others; thence northeasterly along said southerly side of Coney Island Creek to the center line of West Ninth Street as formerly located by Town Survey Commission of Kings County; thence southerly along said center line two hundred twenty-eight and seventy one-hundredths feet (228.70) more or less to the northerly side of Neptune Avenue; thence westerly along said northerly side of Neptune Avenue two hundred sixty feet (260) more or less to the point or place of beginning.

Together with the land in front of and adjoining said premises in Neptune Avenue to the center of said avenue.

The above described parcel being Lot 100, Block 7248, Section 21 as designated on the Tax Map of the Borough of Brooklyn.

• Parcel No. 45. Beginning at a point formed by the intersection of the northerly side of Avenue "Y" with the westerly side of Ocean Avenue; running thence westerly along said northerly side of Avenue "Y" 151.56 feet more or less to its intersection with a line drawn parallel with the easterly side of East 19th Street and distant 100 feet easterly therefrom, measured at right angles thereto; thence northerly along said line drawn parallel with said easterly side of East 19th Street 265.89 feet more or less to the southerly boundary line of land now or formerly of the New York, Brooklyn and Manhattan Beach Railway Company; thence easterly along said southerly boundary line 155.75 feet more or less to the westerly side of Ocean Avenue; thence southerly along said westerly side of Ocean Avenue 230 feet more or less to the point or place of beginning.

Together with the land in front of and adjoining said premises in Ocean Avenue and Avenue "Y", to the center line of said avenues.

The above described parcel being Lot 37, Block 7421, Section 22, as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 46. Beginning at a point in the southeasterly side of Farragut Road, distant sixty (60) feet southwesterly from the corner formed by the intersection of the southeasterly side of Farragut Road with the southwesterly side of East 102nd Street; running thence southeasterly and parallel with East 102nd Street, ninety-five (95) feet to a point; thence southwesterly along a line parallel with and distant ninety-five (95) feet southeasterly from the southeasterly side of Farragut Road, a distance of twenty-two and seventy-four one-hundredths (22.74) feet, more or less, to the northerly boundary line of land formerly of the Transit Development Company; thence southeasterly along said northerly boundary line of land formerly of the Transit Development Company two hundred forty-seven and sixty-seven one hundredths (247.67) feet more or less to the southwesterly side of East 102nd Street; thence southeasterly along said southwesterly side of East 102nd Street three hundred sixteen (316) feet more or less to the northwesterly side of Glenwood Road (formerly Avenue G); thence southwesterly along said northwesterly side of Glenwood Road four hundred (400) feet to the southwesterly boundary line of land formerly of Elizabeth Gaffney; thence northwesterly along said southwesterly boundary line of land formerly of Elizabeth Gaffney and parallel with East 100th Street one hundred (100) feet; thence southwesterly and parallel with the northwesterly side of Glenwood Road one hundred twenty (120) feet to the southwesterly side of East 100th Street; thence southeasterly along said southwesterly side of East 100th Street one hundred (100) feet to the northwesterly side of Glenwood Road; thence southwesterly along said northwesterly side of Glenwood Road one hundred seventeen and fifty-two one hundredths (117.52) feet more or less, to the southwesterly boundary line of land for-

merly of Charles J. Curtin; thence northwesterly along said southwesterly boundary line of land formerly of Charles J. Curtin, fifty-five and seventy-nine one hundredths (55.79) feet more or less to the southeasterly boundary line of land formerly of the Brooklyn and Canarsie Realty Company; thence southwesterly along said southeasterly boundary line of land formerly of the Brooklyn and Canarsie Realty Company six hundred sixty-eight and thirty-five one hundredths (668.35) feet more or less to the northeasterly side of Rockaway Parkway; thence northwesterly along said northeasterly side of Rockaway Parkway forty-seven and forty-two one hundredths (47.42) feet more or less to the southeasterly line of the right-of-way of the New York Rapid Transit Corporation formerly the right-of-way of the Brooklyn and Rockaway Beach Railroad; thence northeasterly along said southeasterly line of the right-of-way of the New York Rapid Transit Corporation formerly the right-of-way of the Brooklyn and Rockaway Beach Railroad to the southeasterly side of Farragut Road; thence northeasterly along said southeasterly side of Farragut Road to the point or place of beginning.

Together with the land in front of and adjoining said premises in Farragut Road, East 102nd Street, Glenwood Road, East 100th Street and Rockaway Parkway to the center of said streets, roads and parkway.

The foregoing described parcel is designated on the Tax Map of the Borough of Brooklyn as Lots 1 and 36, Block 8170, Lots 1 and 13, Block 8169, Lots 1, 11, 46 and 63, Block 8168, Lot 11, Block 8167, Lots 12 and 60, Block 8166.

Parcel No. 47. All that certain easement at the northeast corner of Lexington Avenue and Grand Avenue, reserved in a deed from The Brooklyn Elevated Railroad Company to Alfred E. Smith, dated April 27, 1894, recorded in Liber 2238, of Conveyances, page 298 on the 11th day of May, 1894 in the Kings County Register's Office.

Said easement affects Lot 1 in Block 1966, Section 7 as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 48. All that certain easement at the southwest corner of Myrtle Avenue and Grand Avenue which is described in a deed from Edward C. Sbaefer to the Union Elevated Railroad Company, dated March 5, 1888 and recorded on March 15, 1888 in Liber 1795 of Conveyances, page 478 in the office of the Register of the County of Kings.

The foregoing easement affects property designated on the Tax Map of the Borough of Brooklyn as Lot 30, Block 1906 in Section 7.

Parcel No. 49. All that certain easement at the southwest corner of Adams Street and High Street which is fully described in a deed from George Peabody Wetmore and wife to the Seaside and Brooklyn Bridge Elevated Railroad Company and The Brooklyn Elevated Railroad Company, dated January 5, 1895, and recorded on January 8, 1895 in Section 1, Liber 1, of Conveyances Page 25 in the office of the Register of the County of Kings.

The foregoing easement affects property designated on the Tax Map of the Borough of Brooklyn as Lot 15, Block 95 in Section 1.

Parcel No. 50. All that certain easement at the southwest corner of Adams Street and Sands Street which is described in a deed from The Railroad Construction Company to The Union Elevated Railroad Company, dated April 30, 1888 and recorded on June 21, 1889 in Liber 1896, of Conveyances, Page 381 in the office of the Register of the County of Kings.

The foregoing easement affects property designated on the Tax Map of the Borough of Brooklyn as Lot 15, Block 85 in Section 1.

Parcel No. 51. All that certain easement at the southwest corner of Hudson Avenue and Myrtle Avenue reserved in a

deed from the Brooklyn Union Elevated Railroad Company to Lena Finman, dated October 10, 1904, recorded in Liber 32, Section 7 of Conveyances, Page 532, on the 14th day of December, 1904, in the Kings County Register's Office.

Said easement affects Lot 25, Block 2063, Section 7, as designated on the Tax Map of the Borough of Brooklyn.

Parcel No. 52. All that certain easement at the northwest corner of Hudson Avenue and Fulton Street which is fully described in a deed from Frederick Uhlmann to The Union Elevated Railroad Company of Brooklyn, dated March 12, 1890 and recorded on March 25, 1890, in Liber 1955 of Conveyances, Page 530, in the office of the Register of the County of Kings.

The foregoing easement affects property designated on the Tax Map of the Borough of Brooklyn as Lot 1, Block 2093 in Section 7.

Parcel No. 53. Beginning at the northeasterly corner of Woodward Avenue and Madison Street (formerly Putnam Avenue), and running thence northerly along the easterly side of Woodward Avenue, 12 feet 9 inches, to the land of the Railroad to Lutheran Cemetery; thence easterly along the land of the Railroad to Lutheran Cemetery, 22 feet $6\frac{1}{2}$ inches to Madison Street (formerly Putnam Avenue), and thence westerly, along the northerly side of Madison Street (formerly Putnam Avenue) 18 feet 7 inches, to Woodward Avenue, to the point or place of beginning.

Together with all the right, title and interest in and to the land in the streets in front of said property extending to the center lines thereof.

The above described parcel being designated as Lot 1, Block 3480, Section 18 on the Tax Map of the Borough of Queens. Being the same premises which were conveyed to New York Municipal Railway Corporation, predecessor of the Rapid Transit Company, by deed dated November 6, 1913, recorded November 10, 1913, in Liber 1911, of Conveyances, Page 430, in the Register's Office of Queens County.

Parcel No. 54. Beginning at a point in the southeasterly side of Madison Street (formerly Putnam Avenue) located seventy-six (76) feet northeasterly from the northeasterly side of Woodward Avenue measured along said southeasterly side of Madison Street; running thence northeasterly along said southeasterly side of Madison Street thirty (30) feet more or less to the southerly line of the right-of-way of the Brooklyn and Queens Transit Corporation; thence easterly along said southerly line of the right-of-way of the Brooklyn and Queens Transit Corporation three hundred fifty-three (353) feet, four and three-quarter ($4\frac{3}{4}$) inches more or less to the northwesterly side of Putnam Avenue (formerly Cornelia Street); thence southwesterly along said northwesterly side of Putnam Avenue one hundred twenty-two (122) feet, six and one-quarter ($6\frac{1}{4}$) inches more or less to the dividing line between Lots Nos. 154 and 155 as shown on Map No. 4 of property belonging to the Long Island Real Estate Exchange and Investment Company of the City of Brooklyn, at Ridgewood Heights, filed in the office of the Clerk of Queens County, State of New York, under Number 834; thence northwesterly along said dividing line and parallel with the northeasterly side of Woodward Avenue sixty-three (63) feet, five and three-quarter ($5\frac{3}{4}$) inches more or less to a point located seventeen (17) feet southerly from and at right angles to said southerly right-of-way line of the Brooklyn and Queens Transit Corporation; thence westerly and parallel with said southerly right-of-way line and seventeen (17) feet southerly therefrom measured at right angles thereto ninety (90) feet, ten and one-half ($10\frac{1}{2}$) inches more or less to the dividing line between lots Nos. 157 and 158 as shown on Map No. 4 of property belonging to the Long Island Real Estate Exchange and Investment Company of the City of Brooklyn, at Ridgewood Heights, filed in the office of the Clerk of Queens County, State of New York, under Number 834; thence southeasterly along said dividing line and parallel with the northeasterly side of Woodward Avenue, fifteen (15) feet and one-quarter ($\frac{1}{4}$) inch more or less to the center line of the block between Putnam Avenue and Madison Street; thence southwesterly and parallel with the south-

easterly side of Madison Street one hundred (100) feet more or less to a point located one hundred (100) feet northeasterly from the northeasterly side of Woodward Avenue measured along a line parallel with the southeasterly side of Madison Street; thence northwesterly and parallel with the northeasterly side of Woodward Avenue eighty-three and fifty-two one hundredths (83.52) feet more or less to a point distant sixteen and forty-eight one-hundredths (16.48) feet southeasterly from the southeasterly side of Madison Street measured at right angles thereto from a point therein distant one hundred (100) feet northeasterly from the northeasterly side of Woodward Avenue measured along said southeasterly side of Madison Street; thence westerly and parallel with the southerly right-of-way line of the Brooklyn and Queens Transit Corporation twenty-nine and eleven one-hundredths (29.11) feet more or less to the southeasterly side of Madison Street to the point or place of beginning.

Together with the land in front of and adjoining said premises in Madison Street and Putnam Avenue to the center of said street and avenue.

The foregoing described parcel is designated on the Tax Map of the Borough of Queens as Lot 17, Block 3481 in Section 18.

Parcel No. 55. All that certain easement reserved and described in a deed from the New York Rapid Transit Corporation to Peter Pappas, dated the 9th day of December, 1926, recorded in the office of the Register of the County of Queens in Liber 2990 of Conveyances, Page 279, on the 16th day of December, 1926, and described as follows:

Beginning at a point formed by the intersection of the southerly line of the right of way of Brooklyn and Queens Transit Corporation, formerly the Lutheran Cemetery Railroad, with the westerly line of Forest Avenue; running thence southerly along the westerly line of Forest Avenue 13 feet 6 inches; thence

westerly 16 feet $6\frac{1}{4}$ inches more or less to a point in the northeasterly line of Fairview Avenue distant 19 feet southeasterly from the southerly line of the right of way of Brooklyn and Queens Transit Corporation, formerly the Lutheran Cemetery Railroad measured along said northeasterly line of Fairview Avenue; thence northwesterly along said northeasterly line of Fairview Avenue 19 feet to the right of way of Brooklyn and Queens Transit Corporation, formerly the Lutheran Cemetery Railroad; thence easterly along said southerly right of way line 27 feet $3\frac{1}{2}$ inches more or less to the point or place of beginning.

The above described easement affects Lot 67, Block 3491, Section 18 as designated on the Tax Map of the Borough of Queens.

Parcel No. 56. Beginning at a point in the northerly right of way line of the Brooklyn and Queens Transit Corporation located seven hundred and seventy-six (776) feet easterly from the easterly line of Fresh Pond Road, measured along said northerly right of way line; thence easterly and along said northerly right of way line N. $81^{\circ} 48' 35''$ East a distance of one hundred and eighty-seven and thirty-three one hundredths (187.33) feet to a point of curve; thence in a northerly direction and still along said northerly right of way line on a curve whose radius is five hundred and eighty and six hundred and thirty-five one-thousandths (580.635) feet curving northerly a distance of three hundred and seventy-six and forty-eight one hundredths (376.48) feet to the point of tangency of said curve; thence northeasterly and still along said northerly right of way line N. $44^{\circ} 39' 35''$ East a distance of fifty-two and seventy-four one hundredths (52.74) feet; thence westerly S. $83^{\circ} 45'$ West fifty-eight and sixty-six one hundredths (58.66) feet; thence northerly N. $0^{\circ} 34' 11''$ West one hundred and fourteen and sixty-two one-hundredths (114.62) feet; thence westerly S. $81^{\circ} 45' 02''$ West six hundred and eighty-seven (687) feet; thence southwesterly S. $51^{\circ} 48' 35''$ West ninety feet; thence still southwesterly S. $21^{\circ} 48' 35''$ West one hundred and sixty-seven and

twenty-seven one-hundredths (167.27) feet to a point seventy-four and seventy one-hundredths (74.70) feet northerly from the northerly right of way line of the Brooklyn and Queens Transit Corporation, located in a line drawn at right angles to said right of way line, from a point in said right of way line located four hundred and sixty-four (464) feet easterly from the easterly line of Fresh Pond Road, measured along said right of way line; thence southerly and along said perpendicular line sixty and seventy one-hundredths (60.70) feet; thence easterly along a line parallel with said northerly right of way line of the Brooklyn and Queens Transit Corporation and fourteen (14) feet northerly therefrom N. 81° 48' 35" East three hundred and twelve (312) feet; thence southerly, and at right angles to the last mentioned line, S. 8° 11' 25" East fourteen (14) feet to the point or place of beginning.

The above described parcel affects Lot 110, Block 3619 Section 19 as designated on the Tax Map of the Borough of Queens.

Parcel No. 57. Easement over and above the following described property:

Beginning at the intersection of the northerly right of way line of the Brooklyn and Queens Transit Corporation with the easterly line of Fresh Pond Road, as now laid out; running thence northerly along said easterly line of Fresh Pond Road thirty-four and four one-hundredths (34.04) feet; thence easterly N. 81° 48' 35" East on a line parallel with said northerly right of way line of the Brooklyn and Queens Transit Corporation, and distant thirty-four (34) feet northerly therefrom, a distance of four hundred and sixty-five and sixty-seven one-hundredths (465.67) feet; thence southerly and at right angles to the last mentioned line S. 8° 11' 25" East twenty (20) feet; thence easterly, still parallel to said northerly right of way line, and fourteen (14) feet northerly therefrom N. 81° 48' 35" East three hundred and twelve (312) feet; thence southerly at right angles to the last mentioned line S. 8° 11' 25" East fourteen (14) feet to the northerly right of way line of the Brooklyn and

Queens Transit Corporation; thence westerly and along said northerly right of way line S. 81° 48' 35" West seven hundred and seventy-six (776) feet to the easterly line of Fresh Pond Road, the point and place of beginning.

The above described easement affects Lot 3, Block 3619, Section 19 as designated on the Tax Map of the Borough of Queens.

Parcel No. 58. Beginning at the corner formed by the intersection of the southerly side of Jamaica Avenue (formerly called Fulton Street) with the easterly side of 165th Street (formerly Puntine Street) as widened; running thence easterly along the southerly side of Jamaica Avenue (formerly Fulton Street) forty-nine and sixty-eight one-hundredths (49.68) feet more or less to land now or formerly of Bernardus Hendrickson; thence southerly along said land now or formerly of Bernardus Hendrickson ninety-one and fifty one-hundredths (91.50) feet more or less to the northerly side of land conveyed to the Puntine Holding Corporation by the New York Rapid Transit Corporation by deed dated October 5th, 1926, recorded in Liber 2964 of Conveyances, Page 49, on the 11th day of October, 1926, in the Queens County Register's Office; thence westerly along said land now or formerly of the Puntine Holding Corporation forty-five and seventy-seven one-hundredths (45.77) feet more or less to the easterly side of 165th Street (formerly Puntine Street) as widened; thence northerly along said easterly side of 165th Street (formerly Puntine Street) ninety-one and sixty-six one-hundredths (91.66) feet more or less to the point or place of beginning.

Together with the land in front of and adjoining said premises in Jamaica Avenue and 165th Street to the center of said street and avenue.

The foregoing described parcel is designated on the Tax Map of the Borough of Queens as Lot 1, Block 10135, Section 45.

Parcel No. 59. Beginning at a point on the westerly side of 100th Street (formerly Ocean Avenue), distant five hundred and

twenty-five (25) feet southerly from the intersection of the southerly side of 103rd Avenue (formerly Belmont Avenue) and the westerly side of 100th Street (formerly Ocean Avenue); running thence westerly and parallel with the southerly side of 103rd Avenue (formerly Belmont Avenue), one hundred feet; thence southerly and parallel with the westerly side of 100th Street (formerly Ocean Avenue) fifty (50) feet; thence easterly and parallel with the southerly side of 103rd Avenue (formerly Belmont Avenue) one hundred (100) feet to the westerly side of 100th Street (formerly Ocean Avenue); thence northerly along said westerly side of 100th Street fifty (50) feet to the point or place of beginning.

Together with the land in front of and adjoining said premises in 100th Street to the center of said street.

The foregoing described parcel is designated on the Tax Map of the Borough of Queens as Lot 30, Block 9121 in Section 39.

Parcel No. 60. Easement over and above the following described property:

Beginning at a point formed by the intersection of the northerly line of Myrtle Avenue with the northeasterly line of Wyckoff Avenue and running thence northwesterly along said northeasterly line of Wyckoff Avenue fourteen (14) feet to a point; thence easterly thirty-nine and fifteen one-hundredths (39.15) feet to a point located eight and fifteen one-hundredths (8.15) feet northwesterly from the northwesterly line of Palmetto Street as proposed as a sixty (60) foot street and measured at right angles thereto from a point distant twenty-five and three-tenths (25.3) feet northeasterly from the corner formed by the intersection of the northerly line of Myrtle Avenue with the northwesterly line of Palmetto Street as proposed as a sixty (60) foot street, and measured along said northwesterly line of Palmetto Street; thence still easterly twenty-seven and five tenths (27.5) feet more or less to a point on the northwesterly line of Palmetto Street as proposed as a sixty

(60) foot street, said point being located fifty-one and fifty one-hundredths (51.50) feet from the corner formed by the intersection of the northerly line of Myrtle Avenue with the northwesterly line of Palmetto Street as proposed as a sixty (60) foot street, and measured along said northwesterly line of Palmetto Street; thence southwesterly and along the northwesterly line of Palmetto Street as proposed as a sixty (60) foot street fifty-one and fifty one-hundredths (51.50) feet more or less to its intersection with the northerly line of Myrtle Avenue; thence southwesterly and along the northerly line of Myrtle Avenue thirteen and ninety-two one-hundredths (13.92) feet more or less to the intersection of the northeasterly line of Wyckoff Avenue, the point or place of beginning.

The above described easement affects Lot 33, Block 3444, Section 18, as designated on the Tax Map of the Borough of Queens.

Parcel No. 6L. Sub-surface easement in and under the following described property:

Beginning at a point on the boundary line between properties known as No. 126 and No. 128 Park Row, Manhattan, distant ninety-nine (99) feet northerly from the point of intersection of said boundary line with the northerly line of Park Row, measured along said boundary line, said point of intersection being distant two hundred and forty-seven feet two inches (247' 2") from the northeasterly corner of Park Row and Duane Street, measured along said northerly line of Park Row; thence northerly along said boundary line between properties known as No. 126 and No. 128 Park Row, Manhattan, a distance of four feet and six inches (4' 6") to a point; thence in a northeasterly direction five feet four inches (5' 4") more or less to a point located three (3) feet southerly from the northerly boundary line of property known as No. 128 Park Row, measured at right angles thereto, and five feet (5' 0") easterly from the westerly line of property known as No. 128 Park Row, measured at right angles thereto; thence north-

erly three feet (3') more or less to a point on the northerly line of property known as No. 128 Park Row distant five feet (5' 0") from the northwesterly corner of said property, measured along said northerly line; thence easterly along the northerly line of said property known as No. 128 Park Row a distance of fourteen feet six inches (14' 6") to a point; thence southerly at right angles to said property line three feet six inches (3' 6") to a point; thence southwesterly twenty feet (20' 0") more or less, to the point and place of beginning.

The above described easement affects Lot 50, Block 159, Section 1 as designated on the Tax Map of the Borough of Manhattan.

Parcel No. 62. Beginning at a point on the northeasterly side of Pacific Street, distant 98 feet 5½ inches northwesterly from the corner formed by the intersection of said northeasterly side of Pacific Street with the westerly side of Franklin Avenue; running thence northwesterly along said northeasterly side of Pacific Street 66 feet 2½ inches to the easterly boundary line of lands of the New York Rapid Transit Corporation; thence northeasterly along said easterly boundary line of lands of the New York Rapid Transit Corporation and at right angles to said northeasterly side of Pacific Street 90 feet; thence southeasterly and parallel with said northeasterly side of Pacific Street 20 feet; thence easterly 6 feet to a point distant 90 feet westerly from the westerly side of Franklin Avenue measured in a line drawn at right angles thereto; thence southerly and parallel with Franklin Avenue 100 feet to said northeasterly side of Pacific Street at the point or place of beginning.

Together with all the right, title and interest of, in and to the land lying in the bed of Pacific Street in front of or adjoining said premises to the center line thereof.

The above described property is designated on the Tax Map of the Borough of Brooklyn as Lots 57 and 59, Block 1126 in Section 4 and is the same premises conveyed to the Rapid Transit Company by deed dated August 31, 1934, recorded in

Liber 5405 of Conveyances, Page 22 in the Kings County Register's Office on September 4, 1934.

Parcel No. 63. Beginning at a point in the easterly line of West Eighth Street, where same is intersected by the southeasterly right of way line of the New York and Coney Island Railroad Company; running thence northeasterly, along said southeasterly right of way line, eighty-five (85) feet four and seven-eighths ($4\frac{7}{8}$) inches, more or less, to the southerly boundary line of lands now or formerly of Katherine B. McKane; running thence easterly, along said southerly boundary line, seven (7) feet six and one-quarter ($6\frac{1}{4}$) inches, more or less, to the westerly boundary line of lands now or formerly of Ben Cohen; thence southerly, along said westerly boundary line, twenty-three (23) feet six (6) inches; thence southwesterly, eighty-four (84) feet, more or less, to a point in the easterly line of West Eighth Street, located sixteen (16) feet southerly from the southerly line of the land of the New York and Coney Island Railroad Company, measured along said easterly line of West Eighth Street; thence northerly, along said easterly line of West Eighth Street sixteen (16) feet, more or less, to the point and place of beginning.

Together with all right, title and interest of, in and to West Eighth Street to the center line thereof, adjacent to the premises hereby conveyed.

Being Lot 277 in Block 7279, Section 21 and being the same premises conveyed to New York Municipal Railway Corporation by deed dated April 26, 1917, recorded in the Kings County Register's Office in Liber 3663 of Conveyances, Page 175 on May 5, 1917.

Parcel No. 64. Beginning at a point in the southeasterly right of way line of the New York and Coney Island Railroad, where the same is intersected by the dividing line between the lands of Catherine Bauer and lands now or formerly of Bessie Rauscher and Margaret Johnson, which point is located one hundred and fifty-three (153) feet eight and seven-eighths

($8\frac{7}{8}$) inches, more or less, from the easterly line of West 8th Street, measured along said southeasterly right of way line of the New York and Coney Island Railroad; running thence easterly along said dividing line thirty-three (33) feet five and one-half ($5\frac{1}{2}$) inches, to a point in said dividing line; thence southeasterly along said dividing line, a distance of sixty (60) feet six (6) inches, more or less, to a point in the westerly boundary line of lands of the New York and Coney Island Railroad Company, located two hundred and fifty-two (252) feet eight and one-half ($8\frac{1}{2}$) inches northerly from the northerly line of Surf Avenue, measured along said westerly boundary line; thence northerly along said westerly boundary line of the New York and Coney Island Railroad Company one hundred and twenty-one (121) feet eight and one-half ($8\frac{1}{2}$) inches, more or less, to the southeasterly right of way line of the New York and Coney Island Railroad; thence southwesterly along said southeasterly right of way line of the New York and Coney Island Railroad, a distance of one hundred and eleven (111) feet three (3) inches, more or less, to the point or place of beginning; together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

Being Lot 285 in Block 7279, Section 21 and being the same premises conveyed to New York Municipal Railway Corporation by deed dated March 15, 1917, recorded in the Kings County Register's Office in Liber 3706 of Conveyances, page 12 on December 31, 1917 and designated as C-915 in final decree in condemnation recorded in the Kings County Register's office in Liber 3705 of Conveyances, page 247.

Parcel No. 65. Beginning at a point in the southeasterly right of way line of the New York and Coney Island Railroad, distant 85 feet $4\frac{7}{8}$ inches northeasterly from the easterly line of West 8th Street, measured along said southeasterly right of way line; running thence northeasterly along said southeasterly right of way line 7 feet 9 inches to the westerly boundary line of lands now or formerly of Bessie Rauscher and Margaret

Johnson; thence southerly along said westerly boundary line 7 feet 6 inches to the northerly boundary line of lands now or formerly of G. Wendelken; thence westerly along said northerly boundary line 7 feet $6\frac{1}{4}$ inches, more or less, to the point or place of beginning.

Being Lot 280 in Block 7279, Section 21 on the Tax Map of the Borough of Brooklyn, and being the same premises acquired by New York Municipal Railway Corporation and New York Consolidated Railroad Company by final decree in condemnation and designated therein as Parcel C-913, recorded in the Kings County Register's office in Liber 3705, Page 247 of Conveyances, on January 10, 1918.

Parcel No. 66. Beginning at a point in the southeasterly right of way line of the New York and Coney Island Railroad, where same is intersected by the dividing line between lands now or formerly of Katie B. McKane and lands of Bessie Rauscher and Margaret Johnson, which point is located 93 feet $1\frac{7}{8}$ inches, more or less, northeasterly from the easterly line of West 8th Street, measured along said southeasterly right of way line of the New York and Coney Island Railroad; running thence northeasterly along said southeasterly right of way line, 60 feet 7 inches, more or less, to the southerly boundary line of lands now or formerly of Mrs. Catherine Bauer; thence easterly along said southerly boundary line 33 feet $5\frac{1}{2}$ inches, more or less; to the southwesterly boundary line of lands now or formerly of Mrs. Catherine Bauer; thence southeasterly along said southwesterly boundary line 27 feet; thence in a southwesterly direction 113 feet, more or less, to the easterly boundary line of lands now or formerly of G. Wendelken; thence northerly along said easterly boundary line 31 feet, more or less, to the point and place of beginning.

Being Lot 281 in Block 7279, Section 21 on the Tax Map of the Borough of Brooklyn, and being the same premises acquired by New York Municipal Railway Corporation and New York Consolidated Railroad Company by final decree in condemnation and designated therein as Parcel C-914, recorded in the

Kings County Register's Office in Liber 3705, Page 247 of Conveyances, on January 10, 1918.

Parcel No. 67. Beginning at a point on the westerly side of West 8th Street, 131.63 feet northerly from the corner formed by the intersection of the said westerly side of West 8th Street and the northerly side of Surf Avenue measured along the said westerly side of West 8th Street; running thence south $71^{\circ} 57' 21''$ west 100 feet; thence north $18^{\circ} 2' 39''$ west at right angles to the last mentioned course 12.40 feet more or less to the southerly line of the right of way of the New York and Coney Island Railroad; thence northeasterly along said southerly line of the right of way of the New York and Coney Island Railroad, curving northerly with a radius of 839 feet, a distance of 105.92 feet more or less to said westerly side of West 8th Street; thence southerly along the said westerly side of West 8th Street 14.92 feet more or less to the point or place of beginning.

Being Lot No. 344 in Block 7268, Section 21 on the Tax Map of the Borough of Brooklyn and being the same premises conveyed by Sea Beach Land Company to the New York Municipal Railway Corporation by deed dated February 2, 1921, recorded in the Register's office of Kings County February 8, 1921 in Liber 4004 of Conveyances, page 514.

Parcel No. 68. Beginning at a point in the northwesterly side of 8th Avenue, distant twenty feet two inches ($20' 2''$) southwesterly from the corner formed by the intersection of the northwesterly side of 8th Avenue and the southwesterly side of 37th Street; running thence northwesterly, parallel with 37th Street, eighty-six feet four inches ($86' 4''$); thence southwesterly, parallel with 8th Avenue, eighty (80) feet; thence southeasterly, again parallel with 37th Street, eighty-six feet four inches ($86' 4''$) to the northwesterly side of 8th Avenue, and thence northeasterly along the said northwesterly side of 8th Avenue eighty (80) feet to the point or place of beginning.

(Together with all the right, title and interest of, in and to 8th Avenue in front of said premises to the center line thereof.

Being the same premises acquired by the South Brooklyn Railway Company and New York Consolidated Railroad Company from Charles Maas and Mary Maas through an order in condemnation entered April 5, 1915, the above described parcel being designated as Lot 251, Block 903 in Section 3 on the Tax Map of the Borough of Brooklyn.

III

~~TOGETHER~~ with all stripes and gores and all the right, title and interest, if any, of the Rapid Transit Company of, in and to the land in any street, avenue or road, whether opened or not or whether or not in use by the public, lying in front of or adjoining any of the railroads, parcels of property or premises variously hereinabove described, and together with the appurtenances and all the estate, rights, titles and interests of the Rapid Transit Company in and to said railroads, parcels of property and premises; and together with all of the right, title and interest of the Rapid Transit Company, in and to any awards or rights to awards now made or to be made for the acquisition of (as distinguished from awards or rights to awards for interference with or temporary use of) the premises herein described or which may be owned by said party of the first part and not particularly herein described, in any condemnation proceeding, title to which shall have vested in the City of New York on or after July 1, 1938.

IV

~~SUBJECT~~, ~~HOWEVER~~, (a) to any state of facts an accurate survey would show; (b) to easements of access, rights-of-way, leases or encumbrances existing thereon and claims or interests in respect thereof; and (c), to the liens of the First Mortgage of Brooklyn Union Elevated Railroad Company to the Central Trust Company of New York, Trustee, dated February 1, 1899, as supplemented by the Agreement supplemental to said First Mortgage, dated May 25, 1900, and the First Mortgage of Kings County Elevated Railroad Company to Central Trust Company of New York, Trustee, dated July 25, 1899, respectively, in so far, but only in so far, as the liens of said respective mortgages attach to said railroads, parcels of property and premises or any part or parts thereof.

V

EXCEPTING, HOWEVER, from and not including in this Indenture any of the cash, securities, accounts receivable and other items of property or claims referred to or described in the above-mentioned Plan and Agreement of Unification and Readjustment as "Retained Assets", conveyed or assigned, transferred and delivered or intended to be conveyed or assigned, transferred and delivered by the Rapid Transit Company to Brooklyn-Manhattan Transit Corporation as provided in said Plan and Agreement, it being intended in this Indenture to describe and include all, but only all, the railroads, properties and premises described or referred to in said Plan and Agreement as the "Plan Properties" of the Rapid Transit Company.

To HAVE AND TO HOLD the railroads, property and premises herein granted and released unto the party of the second part, its successors and assigns forever.

This Indenture, although executed and acknowledged prior thereto, shall be delivered and shall be and become binding and operative on and after June 1, 1940.

In WITNESS WHEREOF, the Rapid Transit Company has caused its corporate seal hereunto affixed and these presents to be signed by its authorized officers the day and year first above written.



NEW YORK RAPID TRANSIT CORPORATION

By W. S. Meender
President

Attest:

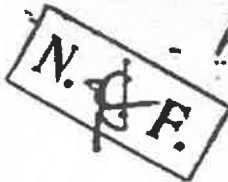
[Signature]
Secretary

Approved as to form.

William L. Gandy
Acting Corporation Corporation.

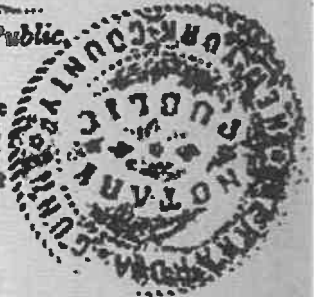
STATE OF NEW YORK, }
COUNTY OF KINGS, } ss:

On this 23rd day of May, 1940, before me personally came W. S. MENDEK, to me known, and who, by me being duly sworn, did depose and say: That he resides at No. 98 Montague Street, Borough of Brooklyn, City of New York; that he is the President of NEW YORK RAPID TRANSIT CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.



Bernard A. Gunn
Notary Public

BERNARD A. GUNN, Notary Public
N. Y. Co. Clk's No. 2 Reg. No. 20304
Kings Co. Clk's No. 171 Reg. No. 2287
Bronx Co. Clk's No. 35 Reg. No. 16943
Commission Expires March 30, 1942



The land affected by the foregoing instrument lies in the Sections and Blocks on the Land Maps of the Counties of Kings, Queens, and New York, as follows:

Kings County

- Section 1—Blocks 72, 85, 95, 115 and 140. 103A.
- Section 3—Blocks 693, 697, 701, 903.
- Section 4—Blocks 1126, 1134, 1142, 1149, 1156, 1163, 1168, 1175, 1178, 1181, 1183B, 1185, 1187, 1188, 1189, 1190, 1192A and 1197.
- Section 6—Blocks 1547, 1556 and 1576.
- Section 7—Blocks 1892, 1906, 1966, 2016, 2020, 2063 and 2093B.
- Section 8—Block 2470.
- Section 11—Blocks 3193, 3337, 3472A, 3474, 3476A, 3478 and 3479.
- Section 12—Blocks 3657, 3679A, 3680A, 3696A, 3713A, 3714A, 3715, 3730A, 3747A, 3764A, 3781A, 3782A, 3798A, 3799A, 3815A, 3816A, 3832A, 3833A, 3849A, 3864A, 3865, 3872A, 3873, 3880A and 3881A.
- Section 13—Blocks 3957, 4106, 4130, 4143A, 4195 and 4213.
- Section 16—Blocks 5024A, 5026B, 5053, 5054, 5059, 5061, 5078, 5079, 5080A, 5080B, 5097A, 5119B, 5146, 5158, 5179, 5201, 5235B, 5235C, 5236A, 5237C and 5237D.
- Section 17—Blocks 5537, 5538, 5539, 5540, 5541, 5542, 5549, 5550, 5557, 5721, 5722, 5723, 5724, 5725, 5726, 5727A, 5734 and 5741.
- Section 18—Blocks 5794A, 5802A, 5810A, 5818, 5826A and 5853A.
- Section 20—Blocks 6577, 6599, 6624, 6649A, 6649B, 6673, 6689A, 6689B, 6689C, 6691A, 6691B, 6691C, 6699A, 6717, 6726A, 6734C, 6735A, 6735B, 6744, 6753, 6762, 6778A, 6798A and 6821.

Section 21—Blocks 7081, 7098, 7119, 7143, 7166A, 7188A, 7205, 7206, 7226A, 7247A, 7248A, 7266, 7267A, 7268A, 7271, 7279, 7280B, 7281A, 7281B, 7281E, 7282 and 7284-18.

Section 22—Blocks 7294, 7320, 7348, 7376A, 7400A, 7417, 7421, 7436, 7459C, 7460B, 7486B, 7487B, 7488 and 7513-14.

Section 24—Blocks 8151A, 8152A, 8153A, 8153B, 8154A, 8154B, 8155A, 8155B, 8156A, 8156B, 8157B, 8165, 8166, 8167, 8168, 8169, 8170, 8183A, 8183B, 8184A, 8203, 8222, 8241, 8260, 8279, 8298, 8318, 8327B and 8327C.

Queens County

Section 9—Block 2229.

Section 10—Blocks 2315, 2316A, 2400.

Section 27—Block 6538.

Section 50—Block 12404.

New York County

Section 1—Block 159.

CDN 5866 PAGE 504

JUN 4 1940 2 09 10

21899

Recorded in Registrar's Office, Kings County
in Liber. ... Page. 137 to Page. N.E.
Block see page 502 & 503
of Conveyance at ... Minutes Past 2 P.M.

BMT-BQT UNIFICATION PLAN

JUN 4 1940

Witness my hand and official seal
PETER J. McQUINNEN, Registrar

NEW YORK RAPID TRANSIT CORPORATION

to

THE CITY OF NEW YORK

QUITCLAIM DEED

No Charge = City Paper

Note Dated, May 23, 1940

For Section and Block
see inside

Record and Return to
JULIUS ISAACS

Acting Corporation Counsel
Municipal Building
Borough of Manhattan
New York City

Exhibit N

EXHIBIT N: Ownership Timeline for the Brighton Line

Dates	Controlling Entities	Notes
1878-1884	Brooklyn, Flatbush and Coney Island Railway.	Excursion line to the new Brighton Beach Hotel funded by the Railway's owners.
1884-1899	Brooklyn and Brighton Beach Railroad.	A failing steam-engine powered line until its 1899 acquisition by the BRT which connected it to the Fulton Elevated and thence to the Brooklyn Bridge.
1899-1906	Brooklyn Heights Railroad Company, aka BHRR (Parent: Brooklyn Rapid Transit a/k/a BRT).	BRT electrified the line with trolley wires 1899-1900 and managed the Brighton line portion of the grade crossing elimination ("GCE"), 1903-08. 3rd-rail power and express stations accompanied grade separation. The City paid \$1 million of the GCE cost, BRT circa \$700k.
1906-1912	Brooklyn Union Elevated Railroad Company (Parent: BRT).	BHRR was lessee of the Brooklyn Union Elevated until BRT's 3/1/1907 reorganization, aimed at defending its two-fare collection for all Coney Island passengers.
1912-1923	New York Consolidated Railroad (Parent: BRT).	Liability for claims arising from the 11/1/1918 Malbone Street wreck forced the BRT into receivership, emerging in 1923 as the BMT.
1923-1940	New York Rapid Transit Corporation (a/k/a Brooklyn Manhattan Transit a/k/a BMT).	Like all its predecessors, these entities were for-profit entities. The BMT, under pressure, sold all of its assets to the City on June 1, 1940.
1940-1953	The City takes ownership of the BMT (as well as the IRT; the City always owned the IND which debuted in 1932).	The management and control of all three systems was now carried out by the City Board of Transportation.

Dates	Controlling Entities	Notes
1953-1968	NYCTA was created by the State Legislature to “save” the failing/poorly run system.	The City Board of Transportation ceased management on June 15, 1953, per 6/1/1953 Master Lease between the City and NYCTA, effectively transferring to NYCTA “operation, management and control all the transit facilities owned, acquired or constructed by the City.”
1968-Present	The NYCTA effectively becomes a subsidiary of the newly created State-controlled MTA.	By statute, the Chairman and Members of the MTA are also the Chairman and Members of the NYCTA. The Executive Director of the MTA is, ex officio, Executive Director of the NYCTA.

Source: Dr. Joseph Enright, compiled from open sources.