

THIS INDENTURE made this 15th day of March nineteen hundred sixty-seven (1967) between THE LONG ISLAND RAIL ROAD COMPANY, a New York corporation, having its principal office at Jamaica Station, Sutphin Boulevard and Archer Avenue, Jamaica, Borough and County of Queens, City and State of New York, (hereinafter called "party of the first part"), and WETHERILL REALTY, INC., a New York corporation, having its principal office at 97-45 Queens Boulevard, Rego Park, New York 11374, (hereinafter called "party of the second part");

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82

WITNESSETH, that the party of the first part, in consideration of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever,

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying, and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:



BEGINNING at a point on the westerly side of Fresh Pond Road, distant 27.47 feet northerly from the corner formed by the intersection of the northerly side of Metropolitan Avenue and the westerly side of Fresh Pond Road; thence westerly on a line forming an interior angle of 48 degrees, 37 minutes 00 seconds with the westerly side of Fresh Pond Road, 375.24 feet; thence southerly on a line forming an exterior angle with the last mentioned course of 63 degrees 27 minutes 55 seconds, 2.80 feet; thence westerly on a line forming an interior angle with the last mentioned course of 63 degrees 27 minutes 55 seconds, 107.62 feet; thence still westerly on a line forming an interior angle with the last mentioned course of 181 degrees 33 minutes 25 seconds, 100 feet; thence still westerly on a line forming an interior angle with the last mentioned course of 181 degrees 54 minutes 50 seconds, 24.42 feet; thence northerly on a line forming an interior angle with the last mentioned course of 76 degrees 17 minutes 07.5 feet and running partly along the easterly side of Eliot Avenue, 64.76 feet; thence northeasterly and still along the southeasterly side of Eliot Avenue on a line forming an interior angle with the last mentioned course of 162 degrees 02 minutes 16.5 seconds, 55.47 feet; thence southeasterly on a line forming an interior angle with the last-mentioned course of 70 degrees 36 minutes 53 seconds, 3.46 feet; thence easterly on a line forming an exterior angle with the last course of 134 degrees 01 minutes 00 seconds, 112.95 feet; thence still easterly on a line forming an interior angle along with the last course of 176 degrees 26 minutes 54 seconds, 58.76 feet; thence still easterly forming an interior angle with the last mentioned course of 185 degrees 10 minutes 06 seconds 176.26 feet; thence southwesterly on a line forming an interior angle with the last mentioned course of 42 degrees 24 minutes 00.4 seconds, 10.21 feet; thence easterly on a line forming an

exterior angle with the last mentioned course of 42 degrees 37 minutes 57.4 seconds, 148.39 feet to the westerly side of Fresh Pond Road as legally opened June 26, 1912; thence southerly along said westerly side of Fresh Pond Road, 116.57 feet to the point of place of BEGINNING.

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, an exclusive, permanent, and perpetual right and easement to use and occupy that portion of the herein described premises lying below an inclined plane of elevation 89.96 at Fresh Pond Road to elevation 93.47 at Eliot Avenue, Queens Datum, for general railroad purposes, pipelines, telephone and telegraph and electric power lines, and/or for any other different use or purpose desired at any time and from time to time by the party of the first part, its successors and assigns, and also excepting and reserving unto the party of the first part, its successors and assigns, the right freely to assign, lease, license, grant, and/or convey, in whole or in part, the aforesaid permanent and perpetual right and easement; said elevations are as shown on Survey No. 47953, dated September 23, 1966, of Fred J. Powell, Professional Engineer and Land Surveyor, 85-47 Grand Avenue, Elmhurst, New York.

TOGETHER with all right, title, and interest, if any, of the party of the first part in and to streets abutting and/or crossing the herein described premises to the center lines thereof; subject to the exclusive, permanent, and perpetual right and easement hereinbefore excepted and reserved unto the party of the first part, its successors and assigns, in the previous paragraph of this Deed.

THIS DEED is executed, delivered, and accepted upon the understanding and agreement: -

1. The party of the second part, its successors and assigns, shall have the privilege of constructing on the herein described premises above the inclined plane hereinbefore described, at party of the second part's sole cost and expense, but in the manner, of the material, and in all respects satisfactory to the party of the first part's Vice President-Chief Engineer, any building or structure allowed by the Zoning Laws, and other related

facilities in connection therewith, as well as future additions, alterations, and improvements thereto and renewals and rebuilding thereof, subject to the conditions and stipulations set forth in this indenture. The manner of construction shall be such as not to unduly interfere with the operation of the railroad and the materials used shall be such as are customarily used in projects of this type involving construction over railroad right-of-way.

2. All plans, specifications, and proposed methods of construction for improvements proposed to be erected on said described premises shall be submitted to and approved by the party of the first part's Vice President-Chief Engineer before application is made to the Building Department of the City of New York for a building permit. The improvements on the described premises shall be constructed above the hereinbefore mentioned inclined plane; excepting, however, that the party of the second part may, at its own cost and expense, construct and maintain below the aforesaid inclined plane, columns, and foundations for the support of the proposed overhead structures. All columns and other related facilities shall be positioned to maintain a side clearance of not less than ten (10) feet from the center line of the near track to the face of the proposed column, and all said columns, walls, and foundations shall be located with the approval of the party of the first part's Vice President-Chief Engineer. Party of the second part shall construct the contemplated improvements on said premises as well as any future additions, alterations, or improvements thereto or rebuilding thereof, including supporting footings, columns, walls, foundations, and other related facilities in accordance with the aforementioned plans, specifications, and methods approved by party of the first part's Vice President-Chief Engineer before any work is commenced, and in accordance with the rules and regulations of the Borough and County of Queens, City and State of New York, and zoning restrictions and regulations, and amendments and additions thereto; and all work performed below said inclined plane shall be performed only at such times as shall be approved by said party of the first

part's Vice President-Chief Engineer and shall be under his supervision and be performed in a manner satisfactory to him.

3. That party of the second part shall have the right to make test borings below the aforesaid inclined plane at such times as shall be approved by party of the first part's Vice President-Chief Engineer and the work shall be under his supervision and be performed in a manner satisfactory to him. Prior to entering onto the premises to make such test borings, the party of the second part agrees that it will deliver policies of insurance protecting party of the first part and party of the second part, in form and amount satisfactory to party of the first part. The party of the second part also agrees that its entry on the property to make such test borings shall be subject to all the terms and conditions of this agreement, and that it shall reimburse party of the first part for expense involved, including expenses of insurance, supervision, flagmen, inspection, and protection by railroad forces.

4. That the party of the first part, its successors and assigns, reserves the right to attach to the underside of the aforementioned overhead structures and other related facilities in connection therewith, as well as any future additions, alterations, or improvements thereto or to rebuilt structures, electric wires and fixtures, and such other devices or apparatus as in the judgment of the party of the first part, its successors and assigns, may be or become necessary or desirable in the operation of its railroad, with the right to repair, renew, and maintain the same.

5. That the improvements and other related facilities in connection therewith erected on said premises, as well as any future additions, alterations, or improvements thereto or renewal or rebuilding thereof, also all supporting columns, foundations, and walls, shall be maintained by the party of the second part, its successors and assigns, and kept in good order and repair satisfactory to the party of the first part. The painting or other maintenance of steel or other material supporting the structures to be erected

or connected thereto, shall be done by the party of the second part, its successors or assigns, whenever required in the opinion of the party of the first part's Vice President-Chief Engineer, and the cost thereof shall be borne by the party of the second part, its successors and assigns. If party of the second part fails to maintain, repair, and paint as aforesaid, then the party of the first part may maintain, repair, and paint and the party of the second part shall reimburse party of the first part for the cost thereof on demand.

6. That all changes to tracks, wires, and other structures and facilities, including the cost and expense of any necessary temporary or permanent shoring of railroad tracks, retaining walls, drains, bridge, and its sub-structure, necessary to proposed building construction and approved by party of the first part's Vice President-Chief Engineer shall be at the expense of the party of the second part, including the cost of supervision, inspection, and protection by railroad forces, which expense the party of the second part agrees to pay upon demand.

7. That no highly inflammable explosive or dangerous liquids or materials shall be permitted to be used or stored on said premises, except such as may be in tanks of motor vehicles and except small amounts of cleaning fluids, paints, solvents, and like materials which use and storage shall be approved by the public authorities having jurisdiction thereof, as well as by fire insurance underwriters.

8. The party of the second part shall install, at its own cost and expense, adequate lighting fixtures in the easement area, which lighting fixtures shall be connected to an electric wiring system to be maintained by the party of the second part. The party of the second part shall maintain the wiring and furnish electric current to said lighting fixtures, but the party of the first part shall maintain the lighting fixtures and replace bulbs.

REC. 396 PAGE 24

9. The party of the second part shall install adequate ventilation gratings in the underside of the overhead structures, or other means of ventilation, in a manner and at such locations as shall be approved by party of the first part's Vice President-Chief Engineer.

10. When in the opinion of the party of the first part's Vice President-Chief Engineer, it is necessary during construction, maintenance, renewal, or otherwise, below and above said inclined plane, to assign inspectors, engineers, watchmen, flagmen, or similar employees to the work party of the first part may do so, and party of the second part shall reimburse party of the first part therefor, which cost shall include, in addition to wages, the usual percentages of party of the first part for overhead, plus railroad or social security and unemployment taxes, contributions to pension funds, vacation allowances, and insurance. It is further agreed that the providing of such personnel by party of the first part during construction, maintenance, repair, and renewal of any improvements by party of the second part shall not relieve party of the second part or its contractors or sub-contractors or its/his or their insurers from any liability for damages arising in connection with such work, and any damages resulting from an act or omission of such personnel shall be deemed part of party of the second part's work and shall be covered by insurance to be furnished as hereinafter provided.

11. It is further covenanted and agreed between the parties hereto that in case subsequent to the construction of the party of the second part's proposed improvements the party of the first part, its successors or assigns, shall desire to make any alterations below the aforesaid inclined plane that shall necessitate changes in the location or construction of the columns, footings, and foundations of party of the second part's improvements, within the easement area, the party of the first part, its successors and assigns, shall in such case have the right at its or their own cost and expense to make such changes in said columns, footings, and foundations as may be

reasonably necessary to accommodate the alteration desired by the party of the first part, its successors and assigns, in a manner which shall not jeopardize the party of the second part's improvements, the personal property therein or the inhabitants thereof and during the work of making such changes, the party of the first part, its successors and assigns, shall have the right and is hereby authorized to enter at reasonable hours and upon reasonable notice upon the lands of the party of the second part above or adjoining the easement area and to place thereon such temporary shoring and blocking as may be reasonably required in making such changes and also to remove all live loads from the particular supports affected by said changes, causing as little inconvenience as possible to the owner and occupants of the party of the second part's improvements, repairing all injuries done to the improvements and restoring the improvements to a like condition to that existing prior to said changes, in accordance with the rules and regulations of the Building Department and other municipal departments having jurisdiction over such construction, and reimbursing the party of the second part, its successors and assigns, being the owner of the premises affected at the time of such changes, for all actual loss to itself and its tenants (including loss of tenants and rentals) of the portion of the improvements affected by such work during the progress thereof as well as for other physical damage to the improvements or property therein caused by or resulting from said work.

12. That the party of the second part shall be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of the party of the second part and the party of the first part) or damage to property (including, but not limited to, property of the party of the second part and the party of the first part) occurring on account of or in connection with the construction, (including changes to railroad facilities), repair, improvement, renewal, reconstruction, maintenance,

inspection, alteration, painting, existence, or use of the party of the second part's improvements on the premises or sustained by any employee of the party of the second part or the party of the first part while at the site thereof, and party of the second part shall indemnify and save harmless the party of the first part from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all costs and expenses in suits which may be brought against the party of the first part on account of any such injuries to persons or damage to property (which suits the party of the second part agrees to defend), irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the party of the second part, its contractor, or his sub-contractors, or their respective agents, servants, or employees, or from any other cause. The term "loss and liability", as used above, shall be deemed to include, but not be limited to, liability for the payment of Workmen's Compensation under the Workmen's Compensation Law of the State of New York and for payments under the Federal Employers' Liability Act; and the party of the second part specifically covenants to reimburse the party of the first part for all payments of Workmen's Compensation or payments made under the Federal Employers' Liability Act which the party of the first part shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the construction, (including changes to railroad facilities), repair, improvement, renewal, reconstruction, maintenance, inspection, alteration, painting, existence, or use of the party of the second part's improvements on the premises, whether or not such injuries shall have been sustained as a result of the negligence of the party of the second part, its contractor, his sub-contractors, the party of the first part, its contractor, his sub-contractors, their respective agents, servants, or employees, or negligence of the injured employee.

REC. 396 PAGE 27.

The party of the second part shall be solely responsible for the support, maintenance, safety, and protection of the railroad, its appurtenances, equipment, and rolling stock, and for the safety and protection of all persons, passengers, intending passengers, employees and other persons, and of all property therein, and shall be solely responsible and liable for any injury and damage thereto and for all injuries to persons (including death) or damage to property therein occurring on account of or in connection with the construction (including changes to railroad facilities), repair, improvement, renewal, reconstruction, maintenance, inspection, alteration, painting, existence, or use of the party of the second part's improvements, on the premises, whether due to the negligence, fault, or default of the party of the first part, its agents, servants, or employees. The party of the second part shall fully protect and indemnify the party of the first part from loss and from liability upon any and all claims on account of damage to the railroad, its appurtenances, equipment, or rolling stock, or on account of such injuries to passengers, intending passengers, employees or other persons or damage to property, or on account of interruption of train operation, or on account of any work done by the party of the second part, its contractor, or his sub-contractors, on or affecting the railroad, and from any costs and expenses in suits which may be brought against the party of the first part for such damages or injuries, which suits the party of the second part agrees to defend. In case any damage shall occur to any part of the railroad on account of or in connection with the construction (including changes to railroad facilities), repair, improvement, renewal, reconstruction, maintenance, inspection, alteration, painting, existence, or use of the party of the second part's improvements on the premises, whether caused by the negligence, fault, or default of the party of the second part, its contractor, his sub-contractors, or otherwise, the party of the first part shall have the right to cause such damage to be repaired and to charge the expense of such repairs to the party of the second part.

The obligation of the party of the second part to defend, indemnify, and save harmless the party of the first part as hereinabove set forth is absolute and not dependent upon any question of negligence on the part of the party of the second part, its contractor, his sub-contractors, or the party of the first part, their respective agents, servants, or employees. Approval by the party of the first part's Vice President-Chief Engineer of the methods of doing the work or the failure of the party of the first part's Vice President-Chief Engineer to call attention to improper or inadequate methods or to require a change in methods or to direct the party of the second part to take any particular precautions or to refrain from doing any particular thing shall not excuse the party of the second part in case of any such injury to persons or damage to property.

13. Before entering on the premises in connection with any construction to be performed by or for the party of the second part, the party of the second part shall, or shall cause its contractors or other persons performing the work, to take out and maintain a liability insurance policy and renewals thereof as assurance for but not in limitation of the above, insuring the party of the second part at all times against loss by reason of its contractual liability as above set forth, with contractual liability endorsement quoting verbatim the liability assumed by the party of the second part under this indenture, with limits of not less than \$1,000,000./\$5,000,000. for injuries to persons (including death) and \$1,000,000. for damages to property. The party of the first part and any contractors performing work for the party of the first part at the time of such construction shall be named as additional insureds under the policy or a separate protective policy shall be issued in their names. In addition, the party of the second part shall take out and maintain a railroad protective liability insurance policy and renewals thereof in AAR-AASHO Form, with the same limits as above.

The party of the second part, ^{shall} at no cost or expense to the party of the first part, during any such construction, take out and maintain a builder's risk, fire, and extended coverage insurance policy, including debris removal and waiving of subrogation against the party of the first part.

Upon completion of the improvements, the party of the second part shall take out and maintain a liability policy and renewals thereof, insuring the party of the second part at all times against loss by reason of its contractual liability as hereinbefore set forth and containing a contractual liability endorsement quoting verbatim the liability assumed by the party of the second part under this indenture, with limits of liability as above. The party of the first part shall be named as an additional insured under the policy or a separate policy shall be issued in its name. The party of the second part shall also take out and maintain a permanent fire and extended coverage insurance policy, including debris removal and waiving subrogation against the party of the first part.

Each and every insurance policy, and any renewal thereof, shall contain the following endorsements: (1) that the policy will not be cancelled, terminated, modified, or changed by the Insurance Company without ten (10) days prior written notice to the party of the first part; (2) that the policy shall not be invalidated by reason of the presence of engineers or inspectors of the party of the first part on the work performed by or for the party of the second part, its contractors, or other persons performing the work; (3) that the policy will not be invalidated by reason of any violation of any of the terms of any policy issued by the Insurance Company to the party of the second part, its contractors, or other persons performing the work; and (4) it is understood and agreed that if and during the course of the work, watchmen, flagmen, or other employees of the party of the first part are loaned or assigned to the party of the second part, its contractors, or sub-contractors, to perform work in connection with the construction of the party of the second

part's improvements, such employees are to be considered as employees of the party of the second part, its contractors, or sub-contractors, for the purpose of this insurance.

All insurance policies are to be issued by an insurance company approved by the party of the first part, and the party of the second part shall submit certified copies of said policies to the party of the first part.

14. In the event the aforementioned structures and other related facilities in connection therewith, as well as any further additions, alterations or improvements thereto or renewal or rebuilding thereof, shall deteriorate to such a condition to be adjudged by the party of the first part's Vice President-Chief Engineer to create a hazardous condition to party of the first part's railroad operation thereunder the party of the second part, or its successors and assigns, shall repair the improvements and facilities at its own cost and expense at the request of the party of the first part, and if the party of the second part shall fail to do so within a reasonable time, the party of the first part may repair the same at the expense of the party of the second part, which expense the party of the second part agrees for itself, its successors, and assigns, to pay on demand.

15. That the party of the second part, hereby assumes, for itself, its successors and assigns, all responsibility, liability, and expenses for the construction and maintenance of all fencing between the described premises and the retained ownership of the party of the first part required under existing or future laws, orders, or regulations, and further agrees to pay direct, and/or reimburse party of the first part, its successors and assigns, on demand, for all expenses and damages therefor, including expenses and damages that may result by reason of the non-existence of fencing.

16. That the party of the second part hereby assumes, for itself, its successors and assigns, all responsibility, liability, damages and expenses for the support of the retained ownership of the party of the first part in the event that the party of the second part, its successors and assigns,

excavates, raises, or changes the grade of the described premises herein conveyed, and if such excavation is made or grade raised or changed, the party of the second part hereby agrees for itself, its successors and assigns, that prior to the commencement thereof, it shall obtain from the party of the first part, or its successors and assigns, approval as to the method and changes to be made.

17. That party of the second part agrees for itself, its successors and assigns, to protect party of the first part's property from encroachment of the embankment and drainage from the land hereinbefore described, and will assume all expense incident thereto, if the encroachment of the embankment and the drainage from the land are caused by the construction and/or maintenance of the aforementioned improvements.

18. That party of the second part agrees for itself, its successors and assigns to assume all assessments, costs, and charges for any and all municipal improvements installed or confirmed subsequent to November 11, 1965, affecting or benefiting the premises hereinbefore described and for which the first installment of said assessments, costs, and charges has not been made a lien against the hereinbefore described property or any part thereof.

19. That party of the second part agrees for itself, its successors and assigns, to make, at its own cost and expense, structural changes to bridges at Eliot Avenue and Fresh Pond Road necessary to the providing of vehicular access across the sidewalk area; said changes are to be approved by City of New York and party of the first part and shown on plans to be approved by party of the first part's Vice President-Chief Engineer. The alteration to utility structures now existing within the sidewalk area shall also be at the party of the second part's cost and expense and shall conform to the requirements of the utility companies controlling the altered facilities.

20. The party of the first part, in approving any plans, drawings, or specifications for, or approving any manner or method of performing the work or materials used by the party of the second part, its employees, agents, contractors, sub-contractors, does not assume any responsibility or liability in respect to their safety, adequacy, sufficiency, or otherwise.

21. That party of the second part agrees for itself, its successors and assigns, to assume responsibility and expense for all maintenance and repairs to sidewalk at Elliot Avenue and Fresh Pond Road in front of the described premises.

22. That party of the second part agrees to construct its overhead structures and related facilities so that drainage will be diverted to City drainage structures and will prevent drainage to party of the first part's railroad right-of-way.

23. That the party of the second part, its successors and assigns, shall not use the premises or alter same for any purpose deemed hazardous without the written consent of party of the first part being first obtained.

24. That wherever party of the first part's approval is required such approval will not be unreasonably withheld.

25. The party of the second part shall have the right to relocate the support columns with the approval of the party of the first part's Vice President-Chief Engineer, which will not be unreasonably withheld, and the party of the first part will be paid by the party of the second part for any damages caused by the relocation.

26. Before construction is started, party of the second part shall deliver to party of the first part a bond executed by party of the second part or its contractor in a sum equal to the cost of completion of the proposed improvements on the described premises in favor of the party of the first part.

with corporate surety thereon satisfactory to party of the first part, conditioned on the completion of said improvements in accordance with methods, plans, and specifications approved by party of the first part as hereinbefore more particularly mentioned; the prompt payment by party of the second part to party of the first part of its cost and expenses hereunder; the full and faithful performance by party of the second part of the covenants herein contained and its obligations hereunder; and indemnifying party of the first part against all loss, damage, and expense that may arise by reason of the filing of any mechanics liens, or other losses arising out of the construction of said improvements and work done or materials furnished in connection therewith; and upon submission of evidence satisfactory to party of the first part of the completion of said improvements in all respects satisfactory to party of the first part and the payment of all costs, charges and expenses of every kind in connection therewith, said bond shall be cancelled and released. Said bond shall further provide that in case of failure of party of the second part to complete said improvements the party of the first part may, at its option, either complete or remove the same and restore the described premises to a condition satisfactory to it; the cost thereof in either event to be paid by the party of the first part out of the amount received by it from said bond and the remainder of the amount received shall be retained by party of the first part as liquidated damages.

TOGETHER WITH the appurtenances and all the estate and rights of the party of the first part in and to said premises.

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

SAID PREMISES are conveyed subject to:-

1. Covenants and restrictions of record, provided they do not prevent the use of the premises for the

aforementioned purposes.

2. Public and Private easements or rights, if any, in and to the beds of any streets, avenues, or highways adjoining or intersecting the above described premises.

AND the party of the second part accepts the grants in this indenture subject to and contingent upon the covenants and agreements herein set forth, which shall run with the land and shall be construed as real covenants running with the land and bind all future owners thereof with the same force and effect as if all such future owners had by express agreement in writing assumed to perform and observe all of said covenants and agreements; it being expressly understood and agreed by the party of the second part that the covenants and agreements herein set forth touch and concern not only the premises and easements hereby granted and reserved but also relate to the use, operation, extension, alteration, maintenance, renewals, and safety of the railroad and its appurtenant facilities and the facilities of others as it or they may now or hereafter exist, and which covenants and agreements therefore run in favor of all lands utilized for such railroad or connections thereto or others occupying same.

THIS CONVEYANCE does not comprise all of the assets of the party of the first part.

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

REC. 396 PAGE 35

The word "party" shall be construed as if it read "parties" wherever the sense of this indenture so requires; also the words "its successors and assigns" are and have been intended to follow the words "party of the first part" and "party of the second part" wherever said words are mentioned in this indenture.

IN WITNESS WHEREOF, the parties hereto have duly executed this deed the day and year first above written.

THE LONG ISLAND RAIL ROAD COMPANY

By: Thomas C. [Signature]
President and General Manager

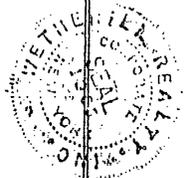
Attest: Mary E. Meyer
Secretary and Treasurer

Attest: [Signature]
Secretary and Treasurer

WETHERILL REALTY, INC.

By: William P. Meyer
President

Attest: Mary E. Meyer
Secretary



STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On the 14th day of April 1967, before me personally came THOMAS M. GOODFELLOW, to me know, who being by me duly sworn, did depose and say that he resides at No. 76 Fourth Street, Garden City, New York; that he is the President and General Manager of The Long Island Rail Road Company, the corporation described in and which executed the foregoing instrument; that he knows the 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.

Thomas P. Cummings

THOMAS P. CUMMINGS
NOTARY PUBLIC, State of New York
No. 41-5880510
Qualified in Queens County
Term Expires March 30, 1968

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On the 15th day of March 1967, before me personally came WILLIAM P. MEYER to me known, who being by me duly sworn, did depose and say that he resides at 109 Wilton Road, Linden City, NY that he is the President of Wetherill Realty, Inc., the corporation described in and which executed the foregoing instrument; that he knows the 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.

James D. Gabler

JAMES D. GABLER
Notary Public, State of New York
No. 31-6437635
Qualified in New York County
Cert. filed in Queens County
Commission Expires March 30, 1968

✓
V 2 91331

Case No. RLI - 659
Title No. TG 2195331

12545
THE LONG ISLAND RAIL ROAD
COMPANY

TO *A-23*

WETHERILL REALTY, INC.

OFFICE OF CITY REGISTER
Queens County
RECORDED
Fitness of hand
and official seal
R. J. ...
CITY REGISTER

BARGAIN AND SALE DEED

The land affected by the within
instrument lies in Section *1064* in
Block *2741* on the Land Map of
the County of *Queens*
Recorded at request of *DL*

RECORDED BY
E. T. G. CO.

1971
James C. Kelly, Esq.
97-45 Queens Blvd.
11375

REC. 396 PAGE 37

RETURN OPT # *1168*

MAR 24 1971