

THIS INDENTURE, made the 29<sup>th</sup> day of June, nineteen hundred and eighty-four (1984),

BETWEEN CONSOLIDATED RAIL CORPORATION, a corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and THE LONG ISLAND RAIL ROAD COMPANY, a Corporation of the State of New York, having an office at Jamaica Station, Jamaica, New York 11435, hereinafter referred to as the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) lawful money of the United States, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto the Grantee, the successors and assigns of the Grantee forever, all right, title and interest of the Grantor of, in and to:

ALL THAT CERTAIN LINE of Railroad, being a portion of Grantor's Bedford Industrial and Bedford Secondary Tracks identified as Line Code 4219 in the records of the United States Railway Association and also being a portion of the former Pennsylvania Tunnel and Terminal Company's line of Railroad known as the Penn Central Bedford Industrial Track (Commonly known as the Bay Ridge Branch (Line Code 4219) and further identified in the Recorder's Office of Kings County, New York on Reel 1022 at page 1162 and on Reel 1041 at page 585.

BEGINNING in Bay Ridge in the Borough of Brooklyn, Kings County, New York at approximately Railroad Mile Post 0.39 and the north side of 2nd Avenue and west of 65th Street in the vicinity of Block 5825, Lot 1; and thence extending into the Borough of Brooklyn in a general southeasterly direction and passing through Manhattan Beach Junction and Ocean Avenue Station, in the vicinity of Block 6699, Lot 20 and Block 6702, Lot 26; and thence continuing and extending in a general easterly direction and passing through Kowenhoven, in the vicinity of Block 7949, Lot 25; and thence still continuing and extending in a general northeasterly direction and passing through Deehan, in the vicinity of Block 3871, Lot 7; and thence continuing and extending in that general northeasterly direction and then northerly direction and passing through East New York, in the vicinity of Block 1437, Lot E/30; and thence still continuing and extending in that general northerly direction to the point of ENDING in the vicinity of Evergreen in the Borough of Brooklyn at approximately Railroad Mile Post 10.2, in the vicinity of Block 3448, Lot 1; and which ending point is in Kings County, New York at the centerline of Irving Avenue which separates the Borough of Queens, Queens County, New York from the Borough of Brooklyn, Kings County, New York.

The aforesaid generally described line of railroad and right of way being all that property of Grantor comprising the Bay Ridge Branch, extending generally in a northerly and

easterly direction from 2nd Avenue and 65th Street in Brooklyn to the centerline of Irving Avenue in Brooklyn, a distance of about 9.81 miles and being shown and designated on the Tax Maps of the Borough of Brooklyn, Kings County, New York under the following Block and Lot Numbers:

<u>Block &amp; Lot</u>	<u>Block &amp; Lot</u>	<u>Block &amp; Lot</u>	<u>Block &amp; Lot</u>
5825 1	5826 1	5818 47	5810 44
5802 43	5794 43	5721 5	5722 5
5722 60	5793 6	5724 6	5725 6
5726 6	5727 5	5727 14	5516 33
5516 1	5509 41	5503 1	5497 28
5492 41	5490 2	5486 23	5479 56
5473 43	5474 6	5468 20	5461 31
5456 42	5457 67	6409 22	6503 40
6509 20	6510 21	6511 19	6512 19
6513 19	6695 20	6696 20	6697 20
6698 20	6699 20	6700 20	6701 59
6702 26	6703 30	7566 27	7567 27
7568 27	7569 27	7570 27	7571 27
7572 27	7573 27	7574 27	7575 27
7574 27	7575 27	7576 E-27	7577 E-50
7579 E-24	7582 29	7583 31	7742 33
7743 37	7744 42	7724 73	7725 9
7726 14	7727 20	7728 29	7729 35
4788 81	7969 23	7949 25	7932 82
7920 90	7918 151	7924 88	8116 20
8117 20	8118 20	8119 20	8120 18
8121 21	8122 21	8123 22	3850 21
3644 117	3871 7	3864 1	3864 18
3864 2	3849 30	3832 30	3832 1
3815 30	3815 1	3798 30	3798 1
3781 30	3764 30	3764 1	3747 25
3747 54	3730 24	3730 25	3713 26
3713 38	3696 17	3696 26	3679 32
3679 35	1437 E-30	1575 E-1	1437 26
1437 69	1554 E-16	1546 E-1	1544 E-25
1540 E-82	3472 E-12	3472 E-1	3472 E-105
3472 E-106	3470 E-19	3468 E-28	3468 E-34
3468 E-41	3467 E-1	3467 E-12	3462 E-26
3462 29	3457 39	3458 1	3452 E-1
3452 35	3475 60	3447 37	3447 100
3448 1			

Being a part or portion of the same premises which the Pennsylvania Tunnel and Terminal Railroad Company pursuant to a deed identified as Conveyance Document No. PT&T-CRC-RPI-1 and issued pursuant to the Regional Rail Reorganization Act of 1973, as amended (P.L. 93-236, H.R. 9142), the Final System Plan of the United States Railway Association and Special Court (Washington, D.C.) Misc. Order No. 75-3 dated March 25, 1976 in the Matter of Regional Rail Reorganization Proceedings and was recorded on December 15, 1978 in the Recorder's Office of King's County, New York on Reel 1022 at page 1158 and on Reel 1041 at page 581 &c., granted and conveyed certain property, easements and rights unto Consolidated Rail Corporation.

EXCEPTING and RESERVING, thereout and therefrom and unto the said Grantor, with the right of assignability, all right, title and interest in and to all of the airspace and land over the railroad right-of-way from the southeast side of 13th Avenue at approximately Railroad Mile Post 2.1 extending northerly to the west side of Gravesend Avenue (also known as McDonald Avenue) at approximately Railroad Mile Post 3.3 on the Bedford Industrial Branch and lying above limiting planes the elevation of which are 18.5 feet above the existing top of rail from place to place along said property; Together with the right to construct, maintain and renew columns, footings, foundations,

drains, utility and service lines for any structures that may be constructed within such air space, subject to the provisions hereof; Together with right of access, at and above limiting planes, in, to and from abutting streets.

In connection with the reservation of said air rights and land, the parties hereto agree for themselves, their successors and assigns as follows (the foregoing air rights reservation and the ensuing 16 numbered sections being hereinafter collectively referred to as "Agreement"):

1. Grantor shall have the right and privilege of constructing structures within the above reserved air rights and land at or above the aforementioned limiting planes at its sole cost and expense, consistent with the provisions hereof. However, if no construction has actually been commenced in said air rights within five (5) years from the date first above mentioned, then Grantor shall construct no structure in such air rights and land (other than pursuant to Section 2 hereof) any lower than 22 feet above the existing top of rail. No construction shall commence without the prior submission to Grantee of the plans and specifications for such construction and the giving by Grantee of its approval thereof in writing. Grantee shall indicate within sixty (60) days of receipt of such plans and specifications whether or not they are acceptable to it, and if unacceptable, the nature of the objections of Grantee thereto in reasonably detailed form. Once such plans and specifications have been approved by Grantee, they shall not thereafter be changed in any material respect without Grantee's approval. Grantor shall reimburse Grantee for its actual cost (including Grantee's standard overhead rate) at the time the work is performed in reviewing plans and specifications.

2. Without any charge, Grantee agrees to convey from time to time by separate instrument or instruments to Grantor easements in the area or areas below such limiting plane or planes for the construction, maintenance, repair, renewal and removal, at the sole cost and expense of Grantor of columns, footings, foundations, drains, utility and service lines (hereinafter called "easement improvements") for such structures, all in such number, manner, material, and at such locations and at such times as shall be approved by Grantee, which approval Grantee shall not unreasonably withhold. Each instrument granting any such easement shall make specific reference to and shall be subject to this Agreement. The provisions of this Section 2 are subject to those of Section 3.

3. The structure and easement improvements to be constructed by Grantor shall be designed in such a way as to allow for the operation of two separate non-overlapping, unobstructed 36 foot wide transportation corridors with a minimum overhead clearance of 18.5 feet within such 36 foot wide corridors without the necessity of any underpinning or other support having to be provided with respect to said structure and easement improvements at such time as the aforesaid corridors may be opened to their full width; it being understood that the aforesaid two 36 foot wide corridors may be separated one from the other by a line of support columns. If the right of way is less than 73 feet in width at any point (as measured below the aforesaid upper limiting planes) then the columns separating the corridors shall be located in approximately the center of the right of way or, at Grantee's option, at a point no more than 40 feet from the furthest sideline; provided such placement will not render railroad operations inconvenient or more expensive. Grantee agrees to move its structures and facilities wherever reasonably practicable to accommodate the easement improvements provided Grantee's operations after such move would not be made inconvenient or more expensive. All changes and additions to Grantee's structures, embankments and facilities made necessary

thereby and by the maintenance, repair, renewal or removal of such easement improvements shall be as approved by Grantee and shall be accomplished at the sole cost of Grantor which shall reimburse Grantee for all cost whatsoever (including, but not limited to Grantee's labor costs, overhead, material costs, handling charges and equipment rental rates in effect at the time the work is performed) incurred by Grantee.

Grantor acknowledges that Buckeye Pipeline Company maintains and operates pipelines in the right-of-way beneath the air rights, and Grantor shall provide in its design for the continued operation of and access to said pipelines by Buckeye all at Grantor's expense and at no expense to Grantee.

Grantor acknowledges that Grantee shall have no duty to support the land of Grantor lying above the aforesaid 18.5 foot limiting planes and Grantee may cut such land away or otherwise change the slope of its embankments; however, in so doing, Grantee shall be responsible for the support of any land lying outside the lines of Grantee's right of way (as measured below the aforesaid upper limiting planes), except when such work is necessary to accommodate the structure and easement improvements of Grantor, in which case the cost of such work shall be borne by Grantor, as provided above.

4. A. In connection with any structure constructed within the air rights, Grantor shall at its own cost and expense install for Grantee and thereafter maintain, repair and replace, as necessary, and provide for the operation of, all such ventilation and lighting facilities and equipment as shall be required by Grantee from time to time to permit the carrying out below such air rights of railroad operations. Grantee shall have the right to attach necessary or desirable appurtenances including, but not limited to, signals, power lines, communication lines, utility lines, etc. to said structures and easement improvements, but the method and plans therefor shall be as reasonably approved by Grantor.

B. In connection with any structure constructed within the air rights, Grantor shall, at its own cost and expense, install fencing or restore existing fencing and thereafter maintain such fencing as may be necessary to close off access to the area beneath the air rights from premises adjacent to Grantee's right-of-way. Such fencing shall extend on either side of such right-of-way for a distance of 500 feet beyond the northerly and southerly ends of any structure or easement improvement, but such fencing shall not extend further than the nearest bridge abutment. Grantee shall grant to Grantor at no cost such easements as may be necessary for the installation and maintenance of such fencing. Any other fencing which may be necessary or convenient in connection with the reserved land of Grantor or structures or easement improvements or required because of their existence shall likewise be the sole responsibility of Grantor.

5. When in the opinion of Grantee, it is necessary during surveying or test boring or during construction, maintenance, repair, renewal or removal of the said structures or easement improvements to assign inspectors, engineers, watchmen, flagmen, or similar employees to the work, Grantee may do so, and Grantor shall reimburse Grantee for the actual cost (including Grantee's standard overhead rate) thereof. No work may be progressed by or for Grantor except upon three (3) days' prior written notice to Grantee's Chief Engineer and except upon the written approval of the Grantee's Chief Engineer of the time and method of such work.

6. Grantor agrees that it will at all times maintain in proper condition and repair satisfactory to Grantee's Chief

Engineer the said structures and easement improvements, and that in the construction, removal, maintenance, repair, renewal, operation and use thereof, it will not do or suffer or permit anything to be done which will cause any physical damage to the facilities of Grantee, or that will materially interfere in any way with the operations of Grantee; and if such damage or interference occurs or threatens, Grantor will, upon notice from Grantee, promptly repair such damage or remove the cause of such interference at its own cost and expense, provided that when the operations of Grantee or the requirements of health or safety necessitate immediate remedial action, Grantee may perform such work and incur such cost and expense as it reasonably deems necessary, all at the expense of Grantor, which costs and expenses shall be paid promptly by Grantor upon receipt of bill.

7. A. Grantor covenants and agrees to defend, indemnify, protect and hold harmless, Grantee from and against all cost and expenses resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantee may directly or indirectly suffer, sustain or be subjected to by reason of or occurring on account of or in connection with the construction, alteration, repair or maintenance of the said structures or easement improvements except to the extent attributable to the negligence of Grantee, its agents, employees or contractors.

B. Except as otherwise provided in Section 7(A) hereof regarding indemnification in connection with construction, alteration, repair or maintenance of said structures or easement improvements, Grantor agrees to indemnify, defend, protect and hold harmless Grantee from and against all loss or damage to property (including, but not limited to the structures and easement improvements and property owned by or in the care, custody or control of Grantee) or injury to or death of any persons whatsoever (including, but not limited to, the respective agents, officers and employees of Grantor and Grantee) growing out of or arising in connection with the existence, use or presence of the easement improvements and structures, whether or not due in whole or in part, directly or indirectly to any fault, failure or negligence of Grantee, its officers, agents, employees or contractors so long as Grantee is a railroad.

C. Grantee will give Grantor notice of suits and claims with regard to such indemnified items and Grantee will reasonably cooperate with Grantor in its defense thereof at Grantor's sole cost and expense.

8. Grantor, before entering on the reserved air rights and land or the land of Grantee below said air rights and land (hereinafter collectively called "Premises") for any of the purposes of this Agreement, shall take out and at all times during the existence upon the Premises of any of the said structures or easement improvements, at its sole cost and expense, procure and maintain (a) Comprehensive General Liability Insurance in the name of Grantor and Grantee, with Contractual Liability Endorsement quoting verbatim the liability assumed by Grantor under paragraphs 7(A) and 7(B) of this Agreement, with limits of not less than \$2,000,000 for personal injury (including death) and/or property damage for each occurrence, such insurance to provide that it may not be cancelled or changed in any material respect except upon not less than ten (10) days' written notice to Grantee and to be otherwise in such form as shall be acceptable to Grantee which shall be a named insured on such policy and (b) during the time of any construction, Railroad Protective Liability Insurance (AASHO Form) in the name of Grantee with a single combined limit of not less than \$5,000,000 per occurrence, and be otherwise in such form as shall be acceptable to Grantee. All insurance

policies are to be issued by an insurance company or companies acceptable to Grantee and Grantor shall furnish the original of the Railroad Protective Policy and certified copies of all other policies to Grantee. In the event Grantor fails to comply with the above insurance requirements, Grantee may arrange for such insurance coverage at the expense of Grantor.

At intervals of five (5) years, Grantee may require that the limits of the aforesaid insurance coverage be raised to such amount or amounts as shall reasonably be necessary to protect Grantee's interest at the time of such requirement.

9. Before Grantor shall enter on the Premises for the purpose of any construction herein permitted, it shall execute and deliver to Grantee the guaranty of a surety reasonably satisfactory to Grantee in a sum equal to one and one-half times the cost of construction of columns and platforms or slabs as reasonably estimated by Grantor and Grantee, guaranteeing the full and faithful performance by Grantor of all of its obligations set forth in this Agreement as they apply to such construction and indemnifying Grantee against all loss, damage and expense that may arise by reason of the filing of any mechanics' liens against the Premises arising out of such construction. Said guaranty shall further provide that, in case of the failure of Grantor to complete construction of columns and platforms or slabs, Grantee may, at its option, either complete such construction of columns and platforms or slabs or remove the same and restore the Premises to a condition satisfactory to it, all at the cost and expense of the guarantor.

10. Wherever in this Agreement the approval of Grantee is required before an act may be taken or omitted to be taken, such approval shall not be unreasonably withheld or delayed.

11. Wherever action is required of or permitted by Grantee under this Agreement, which action is to be taken at the cost or expense of, or is reimbursable by, Grantor, Grantee may refuse to perform such action unless and until Grantor shall have deposited in advance with Grantee such sums as Grantee shall reasonably estimate to be necessary to cover such cost or expense. Whenever Grantee demands such deposit, the person required to make the same may, in lieu of making such deposit, furnish collateral to Grantee consisting of United States Government obligations or irrevocable letters of credit acceptable to Grantee sufficient to cover such cost or expense. Grantor shall be entitled to the return of such collateral (or the balance thereof, if any, if the collateral has been used to reimburse Grantee's costs) upon full payment to Grantee of all such costs or expenses and Grantor shall be entitled currently to any income thereon. All such cost and expense shall be paid to Grantee within thirty (30) days of the rendition of a bill to Grantor therefor and shall be paid out of said deposit or letter of credit to the extent that such a deposit or letter of credit is in existence and has sufficient cash funds to meet such bill, otherwise to be paid out of other assets of Grantor, all subject to the provisions of Section 13 hereof.

12. Anything in this Agreement to the contrary notwithstanding, no work permitted to be done upon or about the premises shall be commenced unless and until Grantee in each case shall have been given reasonable advance written notice thereof so that Grantee may insure that the requirements of this Agreement are met in the performance of such work and so that Grantee may take all steps necessary to protect its facilities and traffic.

13. All costs and expenses incurred by Grantee which are

properly reimbursable to it by Grantor, or should properly be the cost and expense of Grantor, pursuant to any provision of this Agreement shall upon demand be repaid to Grantee and if not so repaid within thirty (30) days of billing, shall be repaid with interest at the prime rate per annum by Grantor, and the amounts so repayable together with such interest shall be a charge or lien, until so paid, upon the said structures and easement improvements with respect to which such costs and expenses were incurred and upon that part of the air rights herein reserved and easements hereunder granted occupied by such structures and easement improvements.

14. If any work, labor, materials or services are to be furnished by Grantee and paid for by Grantor hereunder, then if requested by Grantor, Grantee will furnish Grantor with a reasonably detailed written estimate of the cost thereof.

15. The parties agree that the Premises are subject to the covenants and agreements herein set forth, each of which shall run with the interests in land conveyed and reserved hereby and shall be construed as real covenants running with such interest and shall bind all future owners of all or any part 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; and every instrument of conveyance or grant of the whole or any part of the interest in land conveyed or reserved hereby (except a mortgage or trust deed in the nature of a mortgage) shall contain covenants on the part of the grantee therein by which such grantee by its or his acceptance of the grant shall be deemed to have assumed to perform and observe all of the said covenants and agreements with respect to structures and easement improvements constructed or proposed to be constructed within the Premises. The provisions of this agreement shall inure to the benefit of the successors in title and assigns of Grantor and Grantee. The provisions of this Agreement are not intended to and shall not confer benefits upon any person not a party to this Agreement except the aforesaid successors and assigns, and shall not be construed as continuing obligations of either party hereto subsequent to any conveyance by that party, but shall be obligations of their respective successors and assigns, except to the extent that any such obligations shall arise by virtue of any occurrence during the party's respective periods of ownership. The same limitations on continuing liability, subsequent to conveyance, shall apply to the respective successors and assigns of the parties hereto provided each such successor includes in the instrument of conveyance delivered by it the aforesaid covenants of assumption on the part of its Grantee.

16. All notices required or permitted to be given hereunder shall be given by prepaid registered or certified mail to each party at its address as set out in the beginning of this Indenture or to such other address as either may from time to time designate to the other in writing. All notices to Grantee shall be marked to the attention of its Chief Engineer with copy to its General Counsel.

EXCEPTING and RESERVING, therefrom and thereout and unto the said Grantor, all right, title and interest in and to all that certain piece, parcel of land and space containing about 1.8 acres; the northerly line of this Excepted and Reserved parcel is established at 73 feet south of the northerly right of way line of the Bay Ridge Branch for a distance of about 710 feet westerly of the westerly side of Gravesend Avenue (also known as McDonald Avenue), and is generally described as follows:

COMMENCING at a point at the northwest corner of the

intersection of 19th Avenue and 50th Street; thence Northeastwardly along said 19th Avenue, a distance of 92.0 feet, more or less, to the point of Beginning, said point of Beginning being that intersection of the existing southerly right of way line of the Bay Ridge Branch and the westerly side of 19th Avenue; thence in a northerly direction along a line, said line being perpendicular to the northerly right of way line of the Bay Ridge Branch, a distance of 34.0 feet, more or less, to a point, said point being a distance of 73.0 feet exactly from said northerly right of way line; thence northeastwardly parallel to and 73.0 feet distant from said northerly right of way line, a distance of 710 feet, more or less, to a point on the westerly line of Gravesend Avenue; it being understood that this Excepted and Reserved parcel of land lies on the south side of said 73 foot line, bounded on the West by said Gravesend Avenue in the vicinity of Bedford in Kings County, New York.

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

(1) that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(2) that the applicable provisions of the Agreement of Sale between said Grantor and Grantee shall survive the passing of title.

TOGETHER with all right, title and interest, if any, to all lands lying southerly of the ending point at the centerline of Irving Avenue which separates the Borough of Queens from the Borough of Brooklyn, and being adjacent to the premises herein conveyed, EXCEPTING and RESERVING that expressly RESERVED unto the Grantor hereunder.

TOGETHER with all improvement, structures and the appurtenances and all the estate and rights of the Grantor in and to said premises, EXCEPTING and RESERVING and UNDER and SUBJECT as aforesaid; and

TOGETHER WITH all right, title and interest, if any, of in and to any streets and roads abutting the said premises to the center lines thereof, EXCEPTING and RESERVING and UNDER and SUBJECT as aforesaid.

TO HAVE AND TO HOLD the premises herein remised, released and quitclaimed unto the Grantee, the heirs or successors and assigns of the Grantee forever, EXCEPTING and RESERVING and UNDER and SUBJECT as aforesaid.

AND the Grantor, in compliance with Section 13 of the New York Lien Law, covenants that it will receive the consideration for this conveyance or an equal sum 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 improvements, if any, made by it upon said premises and that it will apply the same first to the payment of the cost of any such improvements before using any part of the total of the same for any other purposes.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires, and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Grantor and Grantee have caused

their Corporate seals to be hereunto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

SEALED AND DELIVERED  
in the presence of us:

Norway J. Wood

CONSOLIDATED RAIL CORPORATION  
By:

Lawrence A. Huff  
Lawrence A. Huff, Assistant Vice  
President - Real Estate

Attest:

Jean Beckett

Assistant Secretary

SEALED AND DELIVERED  
in the presence of us:

Robert J. Tracy

THE LONG ISLAND RAIL ROAD COMPANY  
By:

Daniel G. Cleary  
Daniel G. Cleary  
Director-Freight Services

Attest:

Leslie R. Jan

Thomas M. Taranto  
Assistant Secretary  
Thomas M. Taranto

COMMONWEALTH OF PENNSYLVANIA )  
: SS  
COUNTY OF PHILADELPHIA )

ON THE 29<sup>th</sup> day of June, nineteen hundred and eighty-four (1984), before me personally came Lawrence A. Huff, to me known, who, being by me duly sworn, did depose and say that he resides in Chester County, Pennsylvania; that he is the Assistant Vice President-Real Estate of CONSOLIDATED RAIL CORPORATION, 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.

Francis C. [Signature]  
Notary Public  
1984

COMMONWEALTH OF PENNSYLVANIA )  
 : SS  
 COUNTY OF PHILADELPHIA )

ON THE 29<sup>th</sup> day of June, nineteen hundred and eighty-four (1984), before me personally came Daniel G. Cleary to me known, who, being by me duly sworn, did depose and say that he resides in Suffolk County, New York; that he is the Director - Freight Services of THE LONG ISLAND RAILROAD 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.

*Francis C. Flynn*  
 Notary Public

1987

THIS INSTRUMENT PREPARED BY:

Francis C. Flynn  
 Consolidated Rail Corporation  
 Ninth Floor, 1528 Walnut Street  
 Philadelphia, Pennsylvania 19102

/paa:mah

NO.	FEES	AMOUNT	DATE
1	REGISTRATION	0.627	11-16-64
2	PROPERTY TAX	0.468	11-16-64
3	SALES TAX	0.469	11-16-64
LONG ISLAND RAILROAD			

DEED EXTRA RECORDS

67295

*[Signature]*

-10-

RECORDED AT REQUEST OF  
THE LONG ISLAND RAIL ROAD COMPANY

RETURN BY MAIL TO:  
THOMAS W. TRENTNY, ESQ.,  
FIDELITY STATE B.  
CORPORATION, NEW YORK 10415

RECEIVED  
FIDELITY STATE  
CORPORATION  
1964  
19160

Land situate in Brooklyn, New York and being 9.81 miles of the Bay Ridge Branch (Line Code 4919), being the Bedford Industrial Track from Mile Post 0.39 at Bay Ridge to Mile Post 4.10 at Bedford, and the Bedford Secondary track from Mile Post 4.10 at Bedford, to Mile Post 10.12 at Evergreen, Kings County, New York

Prepd: \_\_\_\_\_  
Examd: \_\_\_\_\_  
Acvd: \_\_\_\_\_

Desep: \_\_\_\_\_  
Compd: \_\_\_\_\_

27676

JUL 16 1984

0.00  
0.00  
0.00

DEED EXTRA  
140 BLOCKS

67297

REG. FEE            04627  
 SST #            04628  
 REG #            04629  
 JUL-16-84  
 JUL-16-84  
 JUL-16-84  
 CONSOLIDATED RAIL CORPORATION  
 -to-  
 LONG ISLAND RAILROAD

*f-10002*

Recorded at Request of  
THE LONG ISLAND RAIL ROAD COMPANY

Return by Mail to:  
THOMAS M. TRAVATO, ESQ.  
Jamaica Station  
Jamaica, New York 11435

RECEIVED  
 REAL ESTATE  
 TRANSFER TAX  
 KINGS COUNTY  
 19160  
 JUL 10 1984

*John E. Travato*

NOTED BY REGISTER  
 WITHIN MY OFFICE  
 AND OFFICIAL COPY  
 RECORDED  
 IN THE COUNTY  
 OF KINGS

Land situate in Brooklyn, New York and being 9.81 miles of the Bay Ridge Branch (Line Code 4219), being the Bedford Industrial Tract from Mile Post 0.38 at Bay Ridge to Mile Post 4.40 at Bedford, and the Bedford Secondary Tract from Mile Post 4.40 at Bedford, to Mile Post 10.2 at Evergreen, Kings County, New York

Prep: \_\_\_\_\_  
 Check: \_\_\_\_\_  
 Advd: \_\_\_\_\_  
 Desep: \_\_\_\_\_  
 Compd: \_\_\_\_\_