

Torres Rojas, Genara

Torres

From:  
Sent: Sunday, September 09, 2012 9:03 AM  
To: Duffy, Daniel  
Cc: Torres Rojas, Genara; Van Duyn, Sheree  
Subject: Freedom of Information Online Request Form

Information:

First Name: Suzanne W  
Last Name: Haines Walsh  
Company:  
Mailing Address 1:  
Mailing Address 2:  
City:  
State:  
Zip Code:  
Email Address:  
Phone:  
Required copies of the records: Yes

List of specific record(s):  
RECORD OF PROPERTY OWNERSHIP WORLD TRADE CENTER \_BUILDING 7

**THE PORT AUTHORITY OF NY & NJ**

Daniel D. Duffy  
*FOI Administrator*

October 5, 2012

Ms. Suzanne W. Haines Walsh

Re: Freedom of Information Reference No. 13473

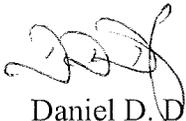
Dear Ms. Haines Walsh:

This is a response to your September 9, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of records related to the property ownership of 7 WTC.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13473-WTC.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

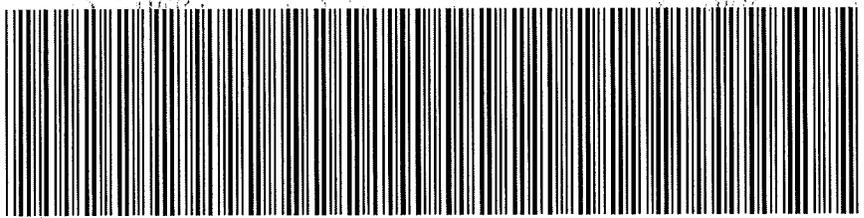
Very truly yours,



Daniel D. Duffy  
FOI Administrator

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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



2007120700954005001E88A3

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 8**

**Document ID: 2007120700954005**

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

Document Page Count: 7

**PRESENTER:**

COMMONWEALTH/LAWYERS TITLE  
RETURN TO ROOPIE  
140 EAST 45TH STREET, 22ND FLOOR  
NEW YORK, NY 10017  
212-949-0100  
skaelin@landam.com/SS070921M

**RETURN TO:**

DEWEY & LEOEUF LLP  
ATTN: SUSAN GOLDEN, ESQ.  
125 WEST 55TH STREET  
NEW YORK, NY 10019

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
MANHATTAN	84	36	Entire Lot	7 WORLD TRADE CENTER
<b>Property Type: OTHER</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

THE CITY OF NEW YORK  
CITY HALL MANHATTAN  
NEW YORK, NY 10007

**GRANTEE/BUYER:**

THE LOWER MANHATTAN DEVELOPMENT  
CORPORATION  
ONE LIBERTY PLAZA  
NEW YORK, NY 10005

**FEES AND TAXES**

Mortgage			Filing Fee:	
Mortgage Amount:	\$	0.00	\$	165.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	
Exemption:			\$	0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>		
Recording Fee:	\$	72.00		
Affidavit Fee:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**

Recorded/Filed 12-13-2007 12:47

City Register File No.(CRFN):

**2007000611073**



*Annette M. Hill*

*City Register Official Signature*

**THIS INDENTURE** made the 5<sup>th</sup> day of December, 2007.

**BETWEEN**

The City of New York, a municipal corporation, having an address at City Hall in the Borough of Manhattan, New York (the "City"),

party of the first part,

and The Lower Manhattan Development Corporation a subsidiary of the Urban Development Corporation of the State of New York d/b/a Empire State Development Corporation, having an address at One Liberty Plaza, New York, New York 10005 (the "LMDC")

party of the second part,

**WHEREAS**, The City, the LMDC and the Port Authority of New York and New Jersey (f/k/a The Port of New York Authority), a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an address at 225 Park Avenue South, New York, New York 10003 (the "Port Authority") have entered into an agreement relating to certain land transfers dated November 1, 2006 (the "Request Letter").

**WHEREAS**, the City and the Port Authority have now agreed to effectuate a portion of the transfers contemplated under the Request Letter by delivering a notice to LMDC dated April 4, 2007, 2007.

**WHEREAS**, accordingly, the City and the LMDC agree that the City shall now deliver, and the LMDC shall accept, this Indenture

**THEREFORE**, the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, 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, with the buildings and improvements thereon erected, situate, lying and being in the County of New York, City of New York and State of New York and being more particularly described on Schedule A annexed hereto.

**EXCEPTING** and reserving to the City of New York certain easements and/or rights expressly provided for in the agreements by and between the City of New York and the Port Authority previously recorded and unrecorded;

**TOGETHER WITH** the appurtenances and all the estates and rights of the party of the first part in and to said premises;

**TOGETHER WITH** all strips, gores and hiatuses;

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

**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.

The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture the date first above written.

The City of New York

By: *[Signature]*  
Name: Daniel L. Doctoroff  
Title: Deputy Mayor for Economic  
Development and Rebuilding

ATTEST:

*[Signature]*

Name: Victor L. Robles

Title: City Clerk

**Michael McSweeney**  
1st Deputy & Acting City Clerk

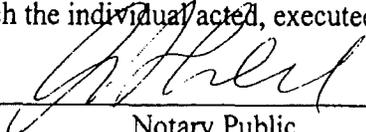
SEAL

Approved as to Form

*[Signature]*  
Acting Corporation Counsel

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

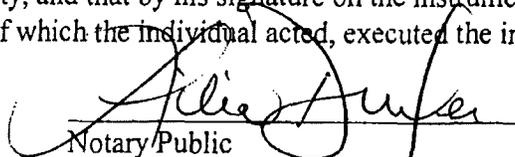
On the 4<sup>th</sup> day of December in the year 2007 before me, the undersigned, personally appeared Daniel L. Doucette, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Anthony Crowley  
Kings Co # 02CR6119026  
Exp 11/22/08

SEAL

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

On the 5<sup>th</sup> day of Dec in the year 2007 before me, the undersigned, personally appeared Michael McSweeney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

SEAL

## SCHEDULE A

7WTC Negotiated [Parcels 31 and 32]

### **PARCEL 31**

All that certain plot, piece or parcel of land, situate, lying and being in a portion of the bed Greenwich Street, as discontinued and closed on Map Acc. No. 29937, in the Borough of Manhattan, City, County, and State of New York, being more particularly bounded and described as follows:

BEGINNING at the point formed by the intersection of the westerly line of Greenwich Street as eliminated on the Manhattan Borough President's Map Acc. No. 29910 with the northerly line of Vesey Street as shown on the map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" Dated October 11, 1983, said point having the Borough President of Manhattan coordinates of North 5271.53 West 9920.22;

1. Running thence along the westerly line of Greenwich Street as eliminated on Map Acc. No. 29910 North 17 degrees 57 minutes 14 seconds West a distance of 189.61 feet to a point on the southerly line of Barclay Street;
2. Running thence along the southerly line of Barclay Street South 88 degrees 39 minutes 01 second East a distance of 10.60 feet to a point;
3. Running thence South 17 degrees 57 minutes 14 seconds East a distance of 189.71 feet to a point on the northerly line of Vesey Street as shown on said Acquisition Map;
4. Running thence along the northerly line of Vesey Street as shown on said Acquisition Map North 88 degrees 07 minutes 52 seconds West a distance of 10.63 feet to the point and place of Beginning.

The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

## PARCEL 32

All that certain plot, piece or parcel of land, situate, lying and being in a portion of the bed of Greenwich Street, as discontinued and closed on Map Acc. No. 29937, in the Borough of Manhattan, City, County, and State of New York, and having an upper limiting plane 1.35 feet below curb grade, being more particularly bounded and described as follows:

BEGINNING at the point formed by the intersection of the easterly line of Greenwich Street as eliminated on the Manhattan Borough President's Map Acc. No. 29910 with the northerly line of Vesey Street as shown on the map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11, 1983, said point having the Borough President of Manhattan coordinates of North 5269.32 West 9852.40;

1. Running thence along the northerly line of Vesey Street as shown on said Acquisition Map North 88 degrees 07 minutes 52 seconds West a distance of 57.23 feet to a point;
2. Running thence North 17 degrees 57 minutes 14 seconds West a distance of 189.71 feet to a point on the southerly line of Barclay Street;
3. Running thence along the southerly line of Barclay Street South 88 degrees 39 minutes 01 second East a distance of 57.21 feet to a point on the easterly line of Greenwich Street as eliminated on Map Acc. No. 29910;
4. Running thence along the easterly line of Greenwich Street as eliminated on Map Acc. No. 29910 South 17 degrees 54 minutes 21 seconds East a distance of 190.20 feet to the Point and Place of Beginning

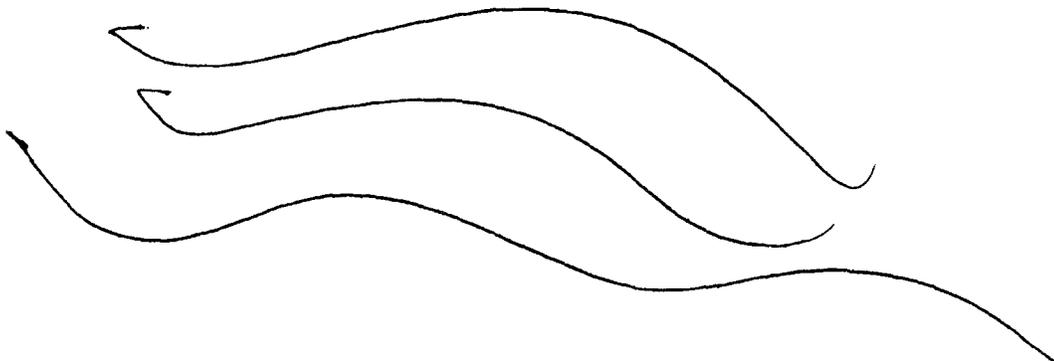
The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center  
New York, New York

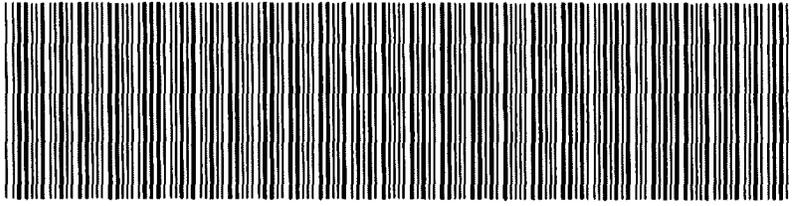
Block 84  
Lot 36

Upon Recordation Return to:

Dewey & LeBoeuf LLP  
125 West 55th Street  
New York, NY 10019  
Attn: Susan Golden, Esq.

A large, stylized handwritten signature in black ink, consisting of several sweeping, connected strokes that form a wavy, horizontal shape.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2007120700954005001S4622

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2007120700954005**  
Document Type: DEED

Document Date: 12-05-2007

Preparation Date: 12-07-2007

**ASSOCIATED TAX FORM ID: 2007112600169**

**SUPPORTING DOCUMENTS SUBMITTED:**

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count  
1

FOR CITY USE ONLY

C1. County Code  C2. Date Deed Recorded  /  /   
 Month Day Year

C3. Book  OR C4. Page   
 C5. CRFN



**REAL PROPERTY TRANSFER REPORT**  
 STATE OF NEW YORK  
 STATE BOARD OF REAL PROPERTY SERVICES  
**RP - 5217NYC**  
 (Rev 11/2002)

**PROPERTY INFORMATION**

1. Property Location  7  WORLD TRADE CENTER  MANHATTAN  10048  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  THE LOWER MANHATTAN DEVELOPMENT CORPORATION  
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  
 LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed  1 # of Parcels OR  Part of a Parcel

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

6. Seller Name  THE CITY OF NEW YORK  
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:  
 A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

**SALE INFORMATION**

10. Sale Contract Date  12 / 5 / 2007  
 Month Day Year

11. Date of Sale / Transfer  12 / 5 / 2007  
 Month Day Year

12. Full Sale Price \$  0  
 ( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F  Sale of Fractional or Less than Fee Interest ( Specify Below )  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business is Included in Sale Price  
 I  Other Unusual Factors Affecting Sale Price ( Specify Below )  
 J  None

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

15. Building Class  O, 4 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 MANHATTAN 84 36

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

**BUYER**

BUYER SIGNATURE  DATE

STREET NUMBER  STREET NAME (AFTER SALE)

CITY OR TOWN  STATE  ZIP CODE

**BUYER'S ATTORNEY**

LAST NAME  FIRST NAME

212 424-8196  
 AREA CODE TELEPHONE NUMBER

**SELLER**

SELLER SIGNATURE  DATE

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
STREET NUMBER		STREET NAME (AFTER SALE)	AREA CODE	TELEPHONE NUMBER
CITY OR TOWN	STATE	ZIP CODE	SELLER	
			SELLER SIGNATURE	DATE

FOR CITY USE ONLY

C1. County Code \_\_\_\_\_ C2. Date Deed Recorded \_\_\_\_\_  
 Month Day Year

C3. Book \_\_\_\_\_ C4. Page \_\_\_\_\_  
 OR

C5. CRFN \_\_\_\_\_



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK  
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location: 7 WORLD TRADE CENTER MANHATTAN 10048  
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name: THE LOWER MANHATTAN DEVELOPMENT CORPORATION  
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  
LAST NAME / COMPANY FIRST NAME  
STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR  Part of a Parcel

4A. Planning Board Approval - N/A for NYC  
4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: \_\_\_\_\_ X \_\_\_\_\_ OR \_\_\_\_\_ ACRES  
FRONT FEET DEPTH

Check the boxes below as they apply:  
6. Ownership Type is Condominium   
7. New Construction on Vacant Land

8. Seller Name: THE CITY OF NEW YORK  
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

SALE INFORMATION

10. Sale Contract Date: 12 / 28 / 2007  
Month Day Year

11. Date of Sale / Transfer: 12 / 28 / 2007  
Month Day Year

12. Full Sale Price \$ \_\_\_\_\_  
( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale: \_\_\_\_\_

14. Check one or more of these conditions as applicable to transfer:

A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale ( Specify Below )  
 F  Sale of Fractional or Less than Fee Interest ( Specify Below )  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business is Included in Sale Price  
 I  Other Unusual Factors Affecting Sale Price ( Specify Below )  
 J  None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: 04 16. Total Assessed Value (of all parcels in transfer) \_\_\_\_\_

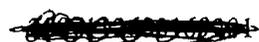
17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 MANHATTAN 84 36

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER  
 BUYER SIGNATURE: [Signature] DATE: 12/5/07  
 STREET NUMBER: One STREET NAME (AFTER SALE): Liberty Plaza  
 CITY OR TOWN: New York STATE: N.Y. ZIP CODE: 10005

BUYER'S ATTORNEY  
 LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_  
 AREA CODE: 212 TELEPHONE NUMBER: 424-8196  
 SELLER  
 SELLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
<i>[Signature]</i>	12/5/07			
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
One	Liberty Plaza		212	424-8196
SELLER				
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE
New York	NY	10005	<i>[Signature]</i>	12/5/07



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

**Customer Registration Form for Water and Sewer Billing**

**Property and Owner Information:**

- (1) Property receiving service is located in the Borough of **MANHATTAN**  
Block: **84** Lot: **36**
- (2) Account Number (if applicable):  
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:  
Street **7 WORLD TRADE CENTER** City **NY** State **NY** Zip **10048**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:  
(please provide information on owner ONLY; do NOT give information on property manager or tenant):  
Owner's Name Business: **THE LOWER MANHATTAN DEVELOPMENT CORPORATION**  
or Individual:  

	(Last Name)	(First Name)	(MI)
Street <b>ONE LIBERTY PLAZA</b>		City <b>NEW YORK</b>	State <b>NY</b> Zip <b>10005</b>
Home Phone(Numbers only):		Business Phone(Numbers only):	

**Customer Billing Information:**

**PLEASE NOTE:**

- A.** Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B.** Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C.** Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here  and fill out the following information:  
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent  Mortgagee   
Tenant  Other (please explain):

**Owner's Approval**

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) E-mail:
- (9) Name of Owner:
- (10) Signature: \_\_\_\_\_  
Name and Title of Person Signing for Owner, if applicable:  
Date(mm/dd/yyyy):     /     /

At a Special Term, Part , of the Supreme Court of the State of New York, held in and for the County of New York, at the Courthouse, 60 Centre Street, in said County, on the 15<sup>th</sup> day of May 1984.

P R E S E N T :

HON. WALLACE R. COTTON  
J.S.C.

-----X Index No. 41657/84

In the Matter of the Application of The Port Authority of New York and New Jersey relative to acquiring for World Trade Center purposes fee title absolute to, and easements in, certain areas of Vesey, Washington and Barclay Streets and West Broadway abutting Seven World Trade Center, shown as Block 84, Lot 36, on the City Map in the Borough of Manhattan, City, County and State of New York

ORDER

-----X

Petitioner, The Port Authority of New York and New Jersey (the "Port Authority"), having applied to this Court for an Order to condemn the real property required for a project known as development of the World Trade Center, and to have the compensation which justly should be made to the respective owners of or persons interested in such property ascertained and determined by this Court without a jury and said application having come on to be heard before me on the 15th day of May, 1984, the Port Authority having appeared in support of said application, and there being no opposition thereto.

NOW, on reading and filing the Petition of the Port Authority, verified the 23rd day of April, 1984, and the exhibits annexed thereto, the Notice of Application to Condemn, dated the 20th day of April, 1984, the affidavit of Holly Ann Garrity, sworn to the 24th day of April, 1984, showing the due service of copies of said

Notice of Application to Condemn and the relevant portion of the Acquisition Map on the last known owner of record of the property to be acquired, the affidavit of Vincent J. DiTomasso, sworn to the 7th day of May, 1984, showing the due publication, of a diagram of the property to be acquired and a copy of the Notice of Application generally describing said property by metes and bounds, in ten successive issues of the New York Law Journal, the affidavit of Gerald S. Crowley, sworn to the 24th day of April, 1984, showing the due posting of said Notice of Application to Condemn in the form of handbills upon or near the property to be condemned.

NOW, on the motion of the Port Authority, it is

ORDERED, that the Petition be, and the same hereby is granted in all respects, and it is further

ORDERED, that the Petitioner is authorized to file the Acquisition Map with accompanying Memorandum herein in the office of the Clerk of the Court of New York, and it is further

ORDERED, that upon the filing of this Order and said Acquisition Map with accompanying Memorandum with the County Clerk, title to the property interests shown on said map shall vest in Petitioner, and it is further

ORDERED, the compensation which should justly be made to the owners of the real property sought to be acquired in this proceeding be ascertained and determined by this Court without a jury, and it is further

ORDERED, that publication in the City Record of a Notice of Acquisition and service of said notice on the condemnee or its attorney be waived, and it is further

ORDERED, that simultaneously with its appearance before this Court, condemnee (City of New York) file a claim or demand with the Clerk of this Court

and serve a copy of same together with satisfactory proof of title on Patrick J. Falvey, Esq., General Counsel, The Port Authority of New York and New Jersey, and it is further

ORDERED, that The Port Authority of New York and New Jersey, upon vesting of title to the interests sought to be acquired and upon receipt of such claim or demand together with satisfactory proof of title, immediately present to the Condemnee (City of New York) \$475,000, the total amount of the award for the interests acquired from the City of New York in this proceeding; said award having been consented to in Board of Estimate Resolution (Cal. 302), agreed upon under the Settlement Agreement, and approved by this Court.

ENTER:

**FILED**

**MAY 15 1984**

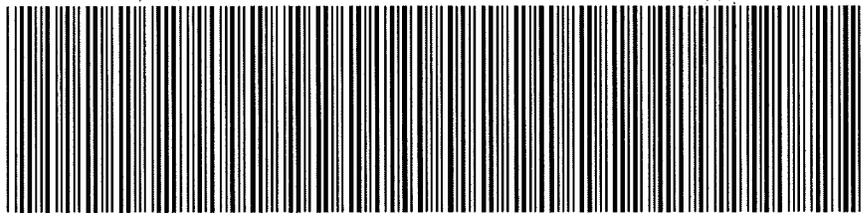
**COUNTY CLERK'S OFFICE  
NEW YORK**



J.S.C.

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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2007120700954006001E88E7

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 6**

**Document ID: 2007120700954006**

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

Document Page Count: 5

**PRESENTER:**

COMMONWEALTH/LAWYERS TITLE  
RETURN TO ROOPIE  
140 EAST 45TH STREET, 22ND FLOOR  
NEW YORK, NY 10017  
212-949-0100  
skaelin@landam.com/SS070921M

**RETURN TO:**

DLA PIPER US LLP  
ATTN: DANIEL DWYER  
1251 AVENUE OF THE AMERICAS  
NEW YORK, NY 10020

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	84	36	Entire Lot	7 WORLD TRADE CENTER
<b>Property Type: OTHER</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

THE LOWER MANHATTAN DEVELOPMENT CORPORATION  
ONE LIBERTY PLAZA  
NEW YORK, NY 10005

**GRANTEE/BUYER:**

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, 225 PARK AVENUE SOUTH  
NEW YORK, NY 10003

**FEES AND TAXES**

<b>Mortgage</b>			<b>Filing Fee:</b>	
Mortgage Amount:	\$	0.00		\$ 165.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	
Exemption:				\$ 0.00
<b>TAXES: County (Basic):</b>	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00		\$ 0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
<b>TOTAL:</b>	\$	0.00		
Recording Fee:	\$	62.00		
Affidavit Fee:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**

Recorded/Filed 12-13-2007 12:47

City Register File No.(CRFN):

2007000611074



*Annette McMill*

City Register Official Signature

**THIS INDENTURE** made the 5<sup>th</sup> day of December, 2007.

**BETWEEN**

Lower Manhattan Development Corporation a subsidiary of the Urban Development Corporation of the State of New York d/b/a Empire State Development Corporation, having an address at One Liberty Plaza, New York, New York 10005 (the "LMDC"),

party of the first part,

and

The Port Authority of New York and New Jersey (f/k/a The Port of New York Authority), a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an address at 225 Park Avenue South, New York, New York 10003 (the "Port Authority")

party of the second part,

**WHEREAS**, The City of New York, a municipal corporation, having an address at City Hall in the Borough of Manhattan, New York (the "City"), the LMDC and the Port Authority have entered into an agreement relating to certain land transfers dated November 1, 2006 (the "Request Letter").

**WHEREAS**, the City and the Port Authority have now agreed to effectuate a portion of the transfers contemplated under the Request Letter by delivering a notice to LMDC dated April 4, 2007.

**WHEREAS**, immediately preceding the delivery of this Indenture, the City delivered to the LMDC an indenture transferring all of the City's interest in that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of New York, City of New York and State of New York and being more particularly described on Schedule A annexed hereto from the City to the LMDC.

**WHEREAS**, accordingly, the LMDC and the Port Authority agree that the LMDC shall now deliver, and the Port Authority shall accept, this Indenture

**THEREFORE**, the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, 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, with the buildings and improvements thereon erected, situate, lying and being in the County of New York, City of New York and State of New York and being more particularly described on Schedule A annexed hereto.



SCHEDULE A

7WTC Negotiated [Parcels 31 and 32]

**PARCEL 31**

All that certain plot, piece or parcel of land, situate, lying and being in a portion of the bed Greenwich Street, as discontinued and closed on Map Acc. No. 29937, in the Borough of Manhattan, City, County, and State of New York, being more particularly bounded and described as follows:

BEGINNING at the point formed by the intersection of the westerly line of Greenwich Street as eliminated on the Manhattan Borough President's Map Acc. No. 29910 with the northerly line of Vesey Street as shown on the map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" Dated October 11, 1983, said point having the Borough President of Manhattan coordinates of North 5271.53 West 9920.22;

1. Running thence along the westerly line of Greenwich Street as eliminated on Map Acc. No. 29910 North 17 degrees 57 minutes 14 seconds West a distance of 189.61 feet to a point on the southerly line of Barclay Street;
2. Running thence along the southerly line of Barclay Street South 88 degrees 39 minutes 01 second East a distance of 10.60 feet to a point;
3. Running thence South 17 degrees 57 minutes 14 seconds East a distance of 189.71 feet to a point on the northerly line of Vesey Street as shown on said Acquisition Map;
4. Running thence along the northerly line of Vesey Street as shown on said Acquisition Map North 88 degrees 07 minutes 52 seconds West a distance of 10.63 feet to the point and place of Beginning.

The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

## PARCEL 32

All that certain plot, piece or parcel of land, situate, lying and being in a portion of the bed of Greenwich Street, as discontinued and closed on Map Acc. No. 29937, in the Borough of Manhattan, City, County, and State of New York, and having an upper limiting plane 1.35 feet below curb grade, being more particularly bounded and described as follows:

BEGINNING at the point formed by the intersection of the easterly line of Greenwich Street as eliminated on the Manhattan Borough President's Map Acc. No. 29910 with the northerly line of Vesey Street as shown on the map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11, 1983, said point having the Borough President of Manhattan coordinates of North 5269.32 West 9852.40;

1. Running thence along the northerly line of Vesey Street as shown on said Acquisition Map North 88 degrees 07 minutes 52 seconds West a distance of 57.23 feet to a point;
2. Running thence North 17 degrees 57 minutes 14 seconds West a distance of 189.71 feet to a point on the southerly line of Barclay Street;
3. Running thence along the southerly line of Barclay Street South 88 degrees 39 minutes 01 second East a distance of 57.21 feet to a point on the easterly line of Greenwich Street as eliminated on Map Acc. No. 29910;
4. Running thence along the easterly line of Greenwich Street as eliminated on Map Acc. No. 29910 South 17 degrees 54 minutes 21 seconds East a distance of 190.20 feet to the Point and Place of Beginning

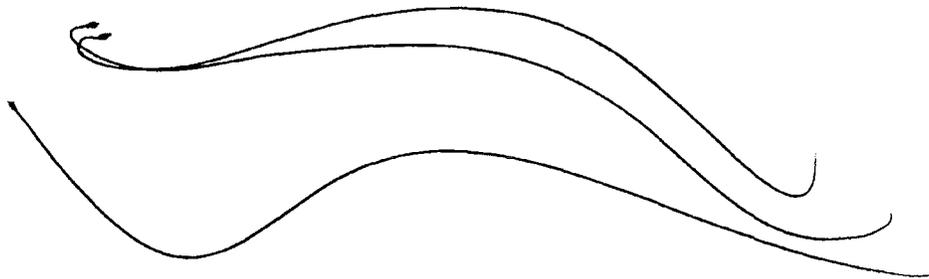
The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center  
New York, New York

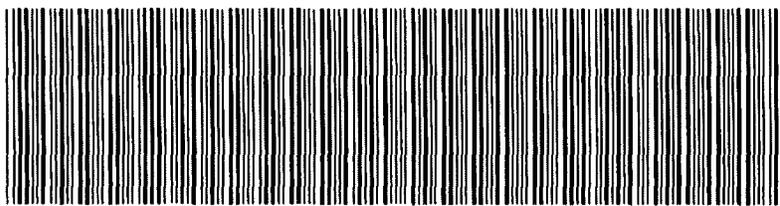
Block 84  
Lot 36

Upon Recordation Return to:

DLA Piper US LLP  
1251 Avenue of the Americas  
New York, NY 10020  
Attn: Daniel Dwyer



NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2007120700954006001S4666

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2007120700954006**

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

**ASSOCIATED TAX FORM ID: 2007112600354**

**SUPPORTING DOCUMENTS SUBMITTED:**

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

1

FOR CITY USE ONLY

C1. County Code  C2. Date Deed Recorded  /  /   
 Month Day Year

C3. Book  OR C4. Page

C5. CRFN



**REAL PROPERTY TRANSFER REPORT**  
 STATE OF NEW YORK  
 STATE BOARD OF REAL PROPERTY SERVICES  
**RP - 5217NYC**

(Rev 11/2002)

**PROPERTY INFORMATION**

1. Property Location  7  WORLD TRADE CENTER  MANHATTAN  10048  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent  
 If other than buyer address (at bottom of form)    
 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed  1 # of Parcels OR  Part of a Parcel

4A. Planning Board Approval - N/A for NYC  
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

Check the boxes below as they apply:  
 6. Ownership Type is Condominium   
 7. New Construction on Vacant Land

8. Seller Name  THE LOWER MANHATTAN DEVELOPMENT CORPORATION  
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

**SALE INFORMATION**

10. Sale Contract Date  12 / 5 / 2007  
 Month Day Year

11. Date of Sale / Transfer  12 / 5 / 2007  
 Month Day Year

12. Full Sale Price \$  0  
 ( Full Sale Price is the total amount paid for the property including personal property.  
 This payment may be in the form of cash, other property or goods, or the assumption of  
 mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

**14. Check one or more of these conditions as applicable to transfer:**

A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale ( Specify Below )  
 F  Sale of Fractional or Less than Fee Interest ( Specify Below )  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business Is Included in Sale Price  
 I  Other Unusual Factors Affecting Sale Price ( Specify Below )  
 J  None

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

15. Building Class  0,4 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 MANHATTAN 84 36

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE  12.5.07 DATE

225 Park Avenue South - 15<sup>th</sup> Floor  
 STREET NUMBER STREET NAME (AFTER SALE)

N.Y.  N.Y. 10003  
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY

LAST NAME FIRST NAME

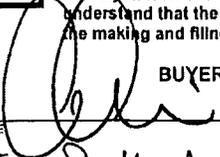
212  335-4621  
 AREA CODE TELEPHONE NUMBER

SELLER

SELLER SIGNATURE  DATE

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

<input checked="" type="checkbox"/>		<b>BUYER</b>		<b>BUYER'S ATTORNEY</b>	
BUYER SIGNATURE	DATE	LAST NAME	FIRST NAME		
	12.5.07	Dwyer	Daniel		
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER	
225	Park Avenue South		212	335-4621	
<b>SELLER</b>					
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE	
N.Y.	N.Y.	10003			

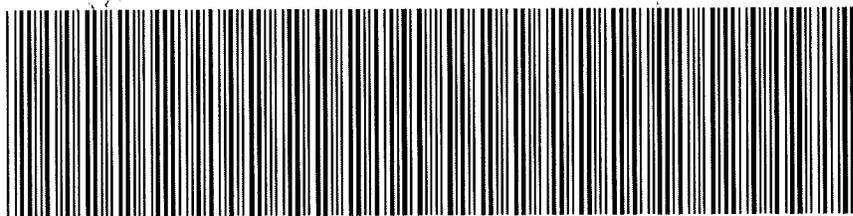
**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
STREET NUMBER		STREET NAME (AFTER SALE)	212	335-4621
			AREA CODE	TELEPHONE NUMBER
CITY OR TOWN	STATE	ZIP CODE	<i>[Signature]</i> SELLER SIGNATURE	12/5/07 DATE

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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2007120700954007001E48DA

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 9**

**Document ID: 2007120700954007**

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

Document Page Count: 8

**PRESENTER:**

COMMONWEALTH/LAWYERS TITLE  
RETURN TO ROOPIE  
140 EAST 45TH STREET, 22ND FLOOR  
NEW YORK, NY 10017  
212-949-0100  
skaelin@landam.com/SS070921M

**RETURN TO:**

DEWEY & LEBOEUF LLP  
ATTN: SUSAN GOLDEN, ESQ.  
125 WEST 55TH STREET  
NEW YORK, NY 10019

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
MANHATTAN	84	36	Entire Lot	7 WORLD TRADE CENTER
<b>Property Type: OTHER</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
225 PARK AVENUE SOUTH  
NEW YORK, NY 10003

**GRANTEE/BUYER:**

THE LOWER MANHATTAN DEVELOPMENT CORPORATION  
ONE LIBERTY PLAZA  
NEW YORK, NY 10005

**FEES AND TAXES**

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 165.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$ 0.00		
City (Additional):	\$ 0.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
<b>TOTAL:</b>	<b>\$ 0.00</b>		
Recording Fee:	\$ 77.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**

Recorded/Filed 12-13-2007 12:47

City Register File No.(CRFN):

2007000611075



*Annette McMill*

City Register Official Signature

THIS INDENTURE made the 5<sup>th</sup> day of December, 2007.

**BETWEEN**

The Port Authority of New York and New Jersey (f/k/a The Port of New York Authority), a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an address at 225 Park Avenue South, New York, New York 10003 (the "Port Authority"),

party of the first part,

and The Lower Manhattan Development Corporation a subsidiary of the Urban Development Corporation of the State of New York d/b/a Empire State Development Corporation, having an address at One Liberty Plaza, New York, New York 10005 (the "LMDC")

party of the second part,

**WHEREAS**, The City of New York, a municipal corporation, having an address at City Hall in the Borough of Manhattan, New York (the "City"), the LMDC and The Port Authority have entered into an agreement relating to certain land transfers dated November 1, 2006 (the "Request Letter").

**WHEREAS**, the City and the Port Authority have now agreed to effectuate a portion of the transfers contemplated under the Request Letter by delivering a notice to LMDC dated April 4, 2007.

**WHEREAS**, accordingly, the Port Authority and the LMDC agree that the Port Authority shall now deliver, and the LMDC shall accept, this Indenture

**THEREFORE**, the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, 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, with the buildings and improvements thereon erected, situate, lying and being in the County of New York, City of New York and State of New York and being more particularly described on Schedule A annexed hereto.

**SUBJECT TO** certain easements and/or rights expressly provided for in the agreements by and between the City of New York and the Port Authority previously recorded and unrecorded;

**TOGETHER WITH** the appurtenances and all the estates and rights of the party of the first part in and to said premises;

**TOGETHER WITH** all strips, gores and hiatuses;

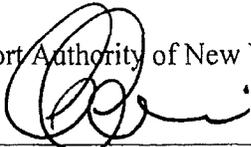
**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, its heirs or successors and assigns forever;

**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.

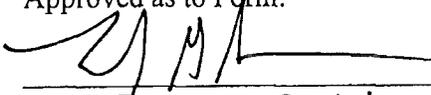
The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so requires.

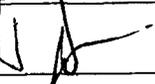
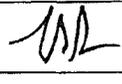
IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture the date first above written.

The Port Authority of New York and New Jersey

By:   
Name: Anthony F. Shorris  
Title: Executive Director

Approved as to Form:

  
By: Timothy C. Strickman

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
	

IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture the date first above written.

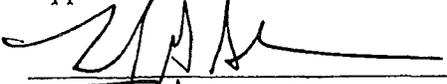
The Port Authority of New York and New Jersey

By: 

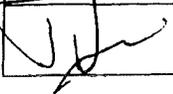
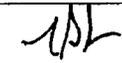
Name: Anthony E. Sheridan

Title: Executive Director

Approved as to Form:

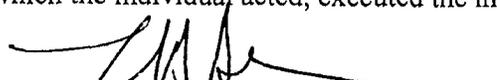


By: Timothy G. Strickman

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
	

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

On the 5<sup>th</sup> day of Dec. in the year 2007 before me, the undersigned, personally appeared Anthony F. Strino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**TIMOTHY G. STICKELMAN**  
Notary Public, State of New York  
No. 02ST6086913  
Qualified in New York County  
Commission expires February 3, 2011

SEAL

SCHEDULE A

7WTC Negotiated [Parcel 33]

**PARCEL 33**

All that certain plot, piece or parcel of land, situate, lying and being , in the Borough of Manhattan, City, County, and State of New York, and having a lower limiting plane 1.35 feet below curb grade, being more particularly bounded and described as follows:

BEGINNING at the point formed by the intersection of the easterly line of Greenwich Street as eliminated on the Manhattan Borough President's Map Acc. No. 29910 with the northerly line of Vesey Street as shown on the Map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11, 1983, which northerly line of Vesey Street was eliminated on an Acquisition and Damage Map dated June 3, 2002, said point having the Borough President of Manhattan coordinates of North 5269.32 West 9852.40;

1. Running thence along the easterly line of Greenwich Street as eliminated on Map Acc. No. 29910 North 17 degrees 54 minutes 21 seconds West a distance of 190.20 feet to a point on the southerly line of Barclay Street;
2. Running thence along the southerly line of Barclay Street South 88 degrees 36 minutes 50 seconds East a distance of 10.59 feet to a point;
3. Running thence South 17 degrees 54 minutes 21 seconds East a distance of 203.85 feet to a point on the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002;
4. Running thence along the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002 South 13 degrees 29 minutes 10 seconds West a distance of 8.91 feet to a point on the northerly line of Vesey Street as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002;
5. Running thence along the northerly line of Vesey Street as shown on Acquisition and Damage Map dated June 3, 2002 North 88 degrees 37 minutes 31 seconds West a distance of 62.68 feet to a point;
6. Running thence North 17 degrees 57 minutes 14 seconds West a distance of 23.47 feet to a point on the northerly line of Vesey Street as shown on the map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11<sup>th</sup>, 1983;
7. Running thence along the northerly line of Vesey Street as shown on the map entitled

"The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11<sup>th</sup>, 1983 South 88 degrees 07 minutes 34 seconds East a distance of 57.25 feet to the Point and Place of BEGINNING.

The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center  
New York, New York

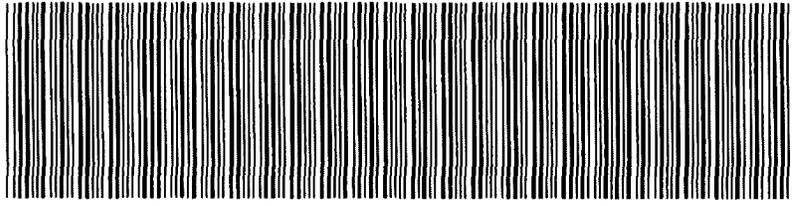
Block 84  
Lot 36

Upon Recordation Return to:

Dewey & LeBoeuf LLP  
125 West 55th Street  
New York, NY 10019  
Attn: Susan Golden, Esq.

A large, stylized, wavy signature or scribble consisting of three main horizontal strokes with undulating, wave-like patterns. The lines are black and vary in thickness, suggesting a handwritten or electronically drawn mark.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2007120700954007001S865B

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID:** 2007120700954007  
**Document Type:** DEED

**Document Date:** 12-05-2007

**Preparation Date:** 12-07-2007

**ASSOCIATED TAX FORM ID:** 2007112600377

**SUPPORTING DOCUMENTS SUBMITTED:**

RP - 5217 REAL PROPERTY TRANSFER REPORT

**Page Count**  
1

FOR CITY USE ONLY

C1. County Code  C2. Date Deed Recorded  /  /   
 Month Day Year

C3. Book  OR C4. Page   
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK  
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location  7  WORLD TRADE CENTER  MANHATTAN  10048  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  THE LOWER MANHATTAN DEVELOPMENT CORPORATION   
 LAST NAME / COMPANY FIRST NAME  
   
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  
     
 LAST NAME / COMPANY FIRST NAME  
     
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed  1 # of Parcels OR  Part of a Parcel

4A. Planning Board Approval - N/A for NYC  
4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

Check the boxes below as they apply:  
6. Ownership Type is Condominium   
7. New Construction on Vacant Land

8. Seller Name  THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY   
 LAST NAME / COMPANY FIRST NAME  
   
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

SALE INFORMATION

10. Sale Contract Date  12 / 5 / 2007  
 Month Day Year

11. Date of Sale / Transfer  12 / 5 / 2007  
 Month Day Year

12. Full Sale Price \$  0  
 ( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F  Sale of Fractional or Less than Fee Interest ( Specify Below )  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business is Included In Sale Price  
 I  Other Unusual Factors Affecting Sale Price ( Specify Below )  
 J  None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class  O, 4 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 MANHATTAN 84 36

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

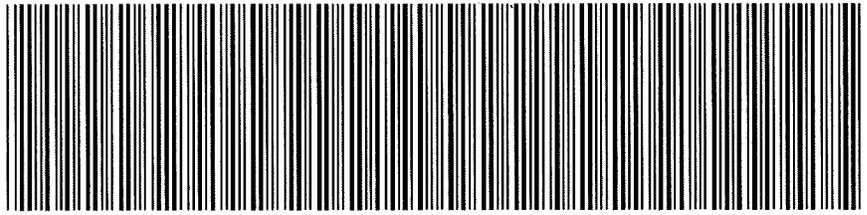
BUYER SIGNATURE  DATE  
 STREET NUMBER  STREET NAME (AFTER SALE)  
 CITY OR TOWN  STATE  ZIP CODE

LAST NAME  FIRST NAME  
 212  424-8196  
 AREA CODE TELEPHONE NUMBER  
 SELLER  
 SELLER SIGNATURE  DATE 12-5-07



**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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



2007120700954008001E498E

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 6**

**Document ID: 2007120700954008**

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

Document Page Count: 5

**PRESENTER:**

COMMONWEALTH/LAWYERS TITLE  
RETURN TO ROOPIE  
140 EAST 45TH STREET, 22ND FLOOR  
NEW YORK, NY 10017  
212-949-0100  
skaelin@landam.com/SS070921M

**RETURN TO:**

NEW YORK CITY LAW DEPARTMENT  
ATTN: LISA BOVA-HIATT  
100 CHURCH STREET  
NEW YORK, NY 10007

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	84	36	Entire Lot	7 WORLD TRADE CENTER
<b>Property Type: OTHER</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

THE LOWER MANHATTAN DEVELOPMENT CORPORATION  
ONE LIBERTY PLAZA  
NEW YORK, NY 10005

**GRANTEE/BUYER:**

THE CITY OF NEW YORK  
CITY HALL MANHATTAN  
NEW YORK, NY 10007

**FEES AND TAXES**

<b>Mortgage</b>			<b>Filing Fee:</b>	
Mortgage Amount:	\$	0.00		\$ 165.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	
Exemption:				\$ 0.00
<b>TAXES:</b> County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00		\$ 0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
<b>TOTAL:</b>	\$	0.00		
Recording Fee:	\$	62.00		
Affidavit Fee:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**  
Recorded/Filed 12-13-2007 12:47  
City Register File No.(CRFN):  
**2007000611076**



*Annette M. Hill*

City Register Official Signature

**THIS INDENTURE** made the 5th day of December, 2007.

**BETWEEN**

Lower Manhattan Development Corporation a subsidiary of the Urban Development Corporation of the State of New York d/b/a Empire State Development Corporation, having an address at One Liberty Plaza, New York, New York 10005 (the "LMDC"),

party of the first part,

and

The City of New York, a municipal corporation, having an address at City Hall in the Borough of Manhattan, New York (the "City")

party of the second part,

**WHEREAS**, The City, the LMDC and The Port Authority of New York and New Jersey (f/k/a The Port of New York Authority), a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an address at 225 Park Avenue South, New York, New York 10003 (the "Port Authority") have entered into an agreement relating to certain land transfers dated November 1, 2006 (the "Request Letter").

**WHEREAS**, the City and the Port Authority have now agreed to effectuate a portion of the transfers contemplated under the Request Letter by delivering a notice to the LMDC dated April 4, 2007.

**WHEREAS**, immediately preceding the delivery of this Indenture, the Port Authority delivered to the LMDC an indenture transferring all of the Port Authority's interest in that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of New York, City of New York and State of New York and being more particularly described on Schedule A annexed hereto from the Port Authority to the LMDC.

**WHEREAS**, accordingly, the LMDC and the City agree that the LMDC shall now deliver, and the City shall accept, this Indenture

**THEREFORE**, the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, 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, with the buildings and improvements thereon erected, situate, lying and being in the County of New York, City of New York and State of New York and being more particularly described on Schedule A annexed hereto.



SCHEDULE A

7WTC Negotiated [Parcel 33]

**PARCEL 33**

All that certain plot, piece or parcel of land, situate, lying and being , in the Borough of Manhattan, City, County, and State of New York, and having a lower limiting plane 1.35 feet below curb grade, being more particularly bounded and described as follows:

BEGINNING at the point formed by the intersection of the easterly line of Greenwich Street as eliminated on the Manhattan Borough President's Map Acc. No. 29910 with the northerly line of Vesey Street as shown on the Map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11, 1983, which northerly line of Vesey Street was eliminated on an Acquisition and Damage Map dated June 3, 2002, said point having the Borough President of Manhattan coordinates of North 5269.32 West 9852.40;

1. Running thence along the easterly line of Greenwich Street as eliminated on Map Acc. No. 29910 North 17 degrees 54 minutes 21 seconds West a distance of 190.20 feet to a point on the southerly line of Barclay Street;
2. Running thence along the southerly line of Barclay Street South 88 degrees 36 minutes 50 seconds East a distance of 10.59 feet to a point;
3. Running thence South 17 degrees 54 minutes 21 seconds East a distance of 203.85 feet to a point on the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002;
4. Running thence along the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002 South 13 degrees 29 minutes 10 seconds West a distance of 8.91 feet to a point on the northerly line of Vesey Street as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002;
5. Running thence along the northerly line of Vesey Street as shown on Acquisition and Damage Map dated June 3, 2002 North 88 degrees 37 minutes 31 seconds West a distance of 62.68 feet to a point;
6. Running thence North 17 degrees 57 minutes 14 seconds West a distance of 23.47 feet to a point on the northerly line of Vesey Street as shown on the map entitled "The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11<sup>th</sup>, 1983;
7. Running thence along the northerly line of Vesey Street as shown on the map entitled

"The Port Authority of New York and New Jersey No. 7 World Trade Center Acquisition Map" dated October 11<sup>th</sup>, 1983 South 88 degrees 07 minutes 34 seconds East a distance of 57.25 feet to the Point and Place of BEGINNING.

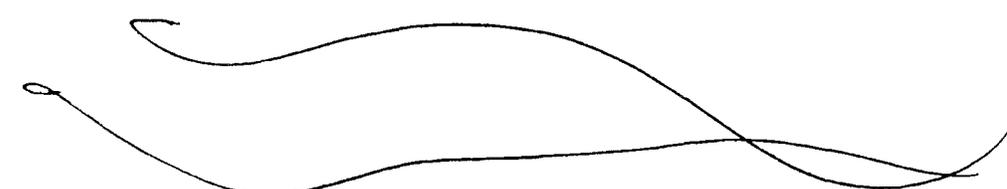
The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center  
New York, New York

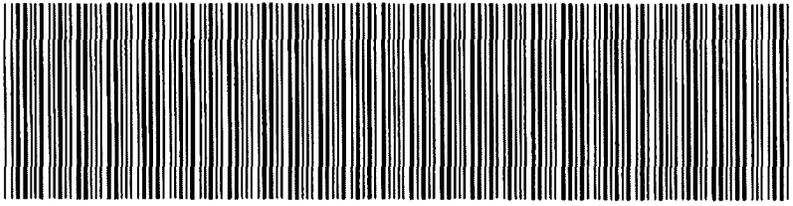
Block 84  
Lot 36

Upon Recordation Return to:

New York City Law Department  
100 Church Street, Room 5-241  
New York, New York 10007  
Attn: Lisa Bova-Hiatt

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2007120700954008001S870F

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2007120700954008**  
Document Type: DEED

Document Date: 12-05-2007

Preparation Date: 12-07-2007

**ASSOCIATED TAX FORM ID: 2007112600404**

**SUPPORTING DOCUMENTS SUBMITTED:**

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count  
1



**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE		DATE	LAST NAME	FIRST NAME
			212	788-0705
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
				<b>SELLER</b>
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE

FOR CITY USE ONLY

C1. County Code \_\_\_\_\_ C2. Date Deed Recorded \_\_\_\_\_  
 Month Day Year  
 C3. Book \_\_\_\_\_ OR \_\_\_\_\_ C4. Page \_\_\_\_\_  
 C5. GRFN \_\_\_\_\_



**REAL PROPERTY TRANSFER REPORT**  
 STATE OF NEW YORK  
 STATE BOARD OF REAL PROPERTY SERVICES  
**RP - 5217NYC**  
 (Rev 11/2002)

**PROPERTY INFORMATION**

1. Property Location: 7 WORLD TRADE CENTER MANHATTAN 10048  
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name: THE CITY OF NEW YORK  
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  
LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR  Part of a Parcel

4A. Planning Board Approval - N/A for NYC  
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: \_\_\_\_\_ X \_\_\_\_\_ OR \_\_\_\_\_ ACRES  
FRONT FEET DEPTH

6. Ownership Type is Condominium   
 7. New Construction on Vacant Land

8. Seller Name: THE LOWER MANHATTAN DEVELOPMENT CORPORATION  
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:  
 A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

**SALE INFORMATION**

10. Sale Contract Date: 12 / 28 / 2007  
Month Day Year

11. Date of Sale / Transfer: 11 / 28 / 2007  
Month Day Year

12. Full Sale Price \$ \_\_\_\_\_  
 ( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale: \_\_\_\_\_

14. Check one or more of these conditions as applicable to transfer:  
 A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F  Sale of Fractional or Less than Fee Interest (Specify Below)  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business is Included in Sale Price  
 I  Other Unusual Factors Affecting Sale Price (Specify Below)  
 J  None

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

15. Building Class: [0, 4] 16. Total Assessed Value (of all parcels in transfer) \_\_\_\_\_

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 MANHATTAN 84 36

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

**BUYER**

BUYER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STREET NUMBER \_\_\_\_\_ STREET NAME (AFTER SALE) \_\_\_\_\_

CITY OR TOWN \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**BUYER'S ATTORNEY**

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

212 788-0705

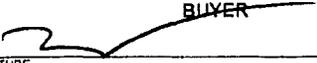
AREA CODE \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

SELLER SIGNATURE \_\_\_\_\_ DATE 12/5/07



**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
	12/5/07		212	788-0705
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE
			 SELLER	12/5/07





The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

### Customer Registration Form for Water and Sewer Billing

#### Property and Owner Information:

- (1) Property receiving service is located in the Borough of **MANHATTAN**  
Block: **84** Lot: **36**
- (2) Account Number (if applicable):  
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:  
Street **7 WORLD TRADE CENTER** City **NY** State **NY** Zip **10048**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:  
(please provide information on owner ONLY; do NOT give information on property manager or tenant):  
Owner's Name Business: **THE CITY OF NEW YORK**  
or Individual:  
(Last Name) (First Name) (MI)  
Street **CITY HALL MANHATTAN** City **NEW YORK** State **NY** Zip **10007**  
Home Phone(Numbers only): Business Phone(Numbers only):

#### Customer Billing Information:

**PLEASE NOTE:**

- A.** Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B.** Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C.** Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here  and fill out the following information:  
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent  Mortgage   
Tenant  Other (please explain):

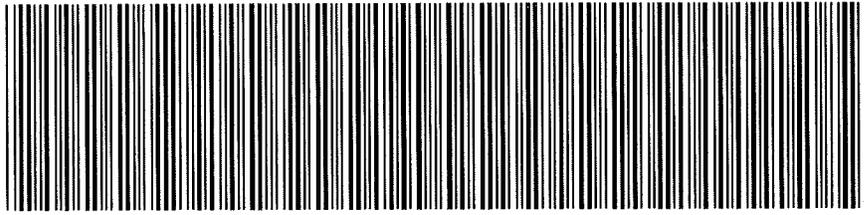
#### Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) E-mail:
- (9) Name of Owner:
- (10) Signature: \_\_\_\_\_  
Name and Title of Person Signing for Owner, if applicable:  
Date(mm/dd/yyyy): / /

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2007120700954011001E9953

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 21**

**Document ID: 2007120700954011**

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: EASEMENT

Document Page Count: 19

**PRESENTER:**

COMMONWEALTH/LAWYERS TITLE  
RETURN TO ROOPIE  
140 EAST 45TH STREET, 22ND FLOOR  
NEW YORK, NY 10017  
212-949-0100  
skaelin@landam.com/SS070921M

**RETURN TO:**

THE LOWER MANHATTAN DEVELOPMENT  
CORPORATION  
ONE LIBERTY PLAZA  
NEW YORK, NY 10005

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	84	36	Entire Lot	7 WORLD TRADE CENTER
<b>Property Type: OTHER</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

THE CITY OF NEW YORK  
CITY HALL MANHATTAN  
NEW YORK, NY 10007

**GRANTEE/BUYER:**

THE LOWER MANHATTAN DEVELOPMENT  
CORPORATION  
ONE LIBERTY PLAZA  
NEW YORK, NY 10005

Additional Parties Listed on Continuation Page

**FEES AND TAXES**

<b>Mortgage</b>			<b>Filing Fee:</b>	
Mortgage Amount:	\$	0.00		\$ 50.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	
Exemption:				\$ 0.00
<b>TAXES: County (Basic):</b>	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00		\$ 0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
<b>TOTAL:</b>	\$	0.00		
Recording Fee:	\$	132.00		
Affidavit Fee:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

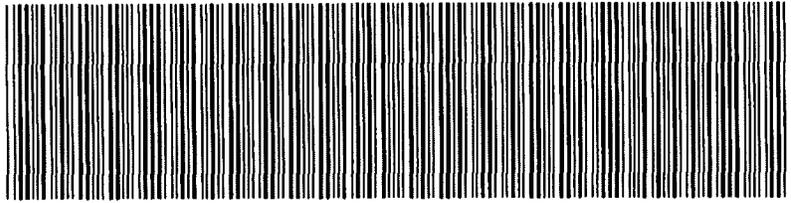
**CITY OF NEW YORK**  
Recorded/Filed 12-13-2007 12:47  
City Register File No.(CRFN):  
**2007000611079**



*Annette M. Hill*

City Register Official Signature

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



**2007120700954011001C9BD3**

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 21**

**Document ID: 2007120700954011**

**Document Date: 12-05-2007**

**Preparation Date: 12-07-2007**

**Document Type: EASEMENT**

**PARTIES**

**GRANTEE/BUYER:**

7 WORLD TRADE CENTER LLC  
250 GREENWICH STREET  
NEW YORK, NY 10007

**GRANTEE/BUYER:**

THE PORT AUTHORITY OF NEW YORK AND NEW  
JERSEY  
225 PARK AVENUE SOUTH  
NEW YORK, NY 10003

5<sup>th</sup> THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of this day of December, 2007, among THE CITY OF NEW YORK, having an address at City Hall, New York, New York 10007 (the "City"), 7 WORLD TRADE CENTER, LLC, having an address at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 ("7 WTC"), THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, having an address at 225 Park Avenue South, New York, New York 10003 (the "Port Authority") and THE LOWER MANHATTAN DEVELOPMENT CORPORATION, having an address at One Liberty Plaza, New York, New York 10006 ("LMDC").

#### RECITALS:

A. The Port Authority and 7 World Trade Company, L.P., predecessor in interest to 7 WTC, are parties to that certain Restated and Amended Agreement of Lease dated as of February 6, 2003 (as the same may be amended, the "Lease"), covering property located in the City, County and State of New York (the "Leased Premises").

B. Immediately prior to the execution of this Agreement, pursuant to the terms of that certain unrecorded agreement among the City, the Port Authority and 7WTC dated as of November 16, 2006 (as the same may have been amended, the "Tri-Party Agreement"), the Lease has been amended to, inter alia, reflect the release from the Leased Premises of those parcels of property currently owned by the City, which parcels are more particularly described on Exhibit A attached hereto and made a part hereof (the "City Property").

C. The Leased Premises also includes a certain parcel of property more particularly described on Exhibit B attached hereto and made a part hereof (the "Leased Triangle Property").

D. Pursuant to and subject to the terms of the Tri-Party Agreement, the City, the Port Authority and 7 WTC have agreed to cooperate with LMDC, if necessary, in the consummation of the conveyances described in the Tri-Party Agreement, including by accepting easements to and from each other, as the case may be.

E. Pursuant to the terms of the Tri-Party Agreement, the City and 7 WTC desire to enter into this Agreement to provide for regulation of the use and configuration of the City Property and the Leased Triangle Property (collectively, the "Property"), and the Port Authority and LMDC desire to join in this Agreement for the limited purposes set forth herein.

NOW, THEREFORE, based upon the above recitals and for valuable consideration paid, it is hereby declared as follows:

#### ARTICLE I EASEMENTS

1.1 Use and Configuration of the City Property.

A. The City hereby grants to LMDC an easement to use the City Property in the same manner that the City Property is being used on the date hereof. LMDC hereby assigns to 7 WTC the easement granted by the City pursuant to this Section 1.1.A. The easement granted pursuant to this Section 1.1.A. shall remain in effect unless and until the use or configuration of the City Property shall be modified in accordance with the terms of Section 1.1.B. below.

B. The City hereby agrees that any change from and after the date hereof in the use or configuration of the City Property, including, without limitation, developing any portion of the City Property as a public street open for vehicular use, (a) shall not be permitted without the prior written consent of LMDC, and (b) even if said prior written consent of LMDC shall have been obtained, shall in no event be implemented prior to the earlier to occur of (i) the completion of Tower 2 on the World Trade Center site, or (ii) December 31, 2015. LMDC hereby assigns to 7 WTC the rights granted by the City pursuant to this Section 1.1.B, and 7 WTC shall be deemed to be the beneficiary of the provisions of this Section 1.1.B.

1.2 Use and Configuration of the Leased Triangle Property. 7 WTC hereby agrees that any change from and after the date hereof in the use or configuration of the Leased Triangle Property shall not be permitted without the prior written consent of the LMDC. LMDC hereby assigns to the City the rights granted by 7 WTC pursuant to this Section 1.2.

1.3 Consent. The Port Authority hereby consents to the easements granted pursuant to Section 1.1 and Section 1.2 of this Agreement.

1.4 Indemnification. The Port Authority and 7 WTC shall jointly and severally (i) pay the expenses of owning, maintaining and operating the City Property or any portions thereof, unless and until the use or configuration of all or any portion thereof shall be changed pursuant to the terms of this Agreement, including any expenses incurred prior to the date hereof, and (ii) at their own cost and expense, defend, indemnify and hold the City harmless from and against any and all (known or unknown, currently existing or future) loss, cost, liability, claim, demand, and/or expense relating to the ownership, maintenance and operation of the City Property or any portions thereof, it being understood that the Port Authority and 7 WTC may, as between themselves, apportion said expenses and indemnification obligations as they wish. The Port Authority and/or 7 WTC shall have the right to select counsel (which counsel shall be reasonably acceptable to the City), or to utilize counsel for its or their insurer, in connection with the defense of any Claim, it being agreed the City may elect to engage, at the City's cost and expense, its own attorneys and other professionals to defend or assist the City with respect to any such indemnified matters. The Port Authority and 7 WTC shall be permitted to settle any Claim or consent to the entry of any judgment with respect thereto without the consent of the City, provided that such settlement or judgment (A) shall result in a full and complete written release of the City from all liability in respect of such Claim and a dismissal with prejudice of such Claim; and (B) shall not otherwise adversely affect the City or obligate the City to pay any sum or perform any obligation, it being agreed that any settlement or judgment that shall not satisfy the requirements of the foregoing clauses (A) and (B) shall require the prior written consent of

the City, which consent shall not be unreasonably withheld, conditioned or delayed. This Section 1.4 shall survive any expiration or termination of this Agreement.

## ARTICLE II DEFAULT

2.1 Default. If a party shall fail to perform, fulfill or observe any term or condition of this Agreement, then the non-defaulting party may pursue any rights which it may have hereunder or at law or in equity.

2.2 Costs and Attorneys' Fees/Jury Trial. Each party hereto hereby waives trial by jury in any action, proceeding or counterclaim brought in respect of the enforcement of, or in any matter whatsoever arising out of or in any way connected with, this Agreement. Any reasonable out-of-pocket costs, including without limitation reasonable attorneys' fees, incurred by a party as the result of a default by the other party shall be paid to such non-defaulting party by the defaulting party promptly following written demand accompanied by invoices for such costs.

2.3 No Waiver of Rights. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of the right of such party, if any, to enforce such provision in the future. Except as otherwise expressly provided in this Agreement, all rights, remedies and powers granted pursuant to or referred to in this Agreement shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other rights as may be granted to such party herein, or at law or in equity.

## ARTICLE III GENERAL PROVISIONS

3.1 Binding Covenants. All easements, restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part of the Property, shall create mutual, equitable servitudes upon each portion thereof in favor of each other portion thereof, shall create reciprocal rights and obligations between the parties and privity of contract and estate between all grantees of any portion of the Property, and their respective successors and assigns, and shall, as to any party, its successors and assigns, operate as covenants running with the land for the benefit of and as appurtenant to all other portions of the Property.

3.2 Integration. This Agreement contains the entire and exclusive understanding and agreement between the parties relating to the matters contemplated hereby and all prior or contemporaneous negotiations, agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

3.3 Severability. If any provision of this Agreement is held to be invalid by a court of law, the invalidity of such provisions shall not affect the validity of the remaining provisions hereof and the same shall remain in full force and effect.

3.4 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose of creating an integrated plan for regulation of the use and configuration of

the Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred in resolving questions of interpretation or construction. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa.

3.5 Amendments. This Agreement or any portion hereof may be terminated, extended, modified, or amended only by the written consent of all parties.

3.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York.

3.7 No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. No party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

3.8 Time. Time is of the essence with respect to each and every provision of this Agreement.

3.9 Notices. All notices, requests or other communications which may be or are required to be given, served or sent by either party hereto to the other shall be deemed to have been properly given, if in writing and, unless otherwise specified herein, (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (as hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the United States Postal Office and sent by registered or certified mail, postage paid, return receipt requested, and in each case, addressed as follows:

To the City:

Deputy Mayor for Economic Development and Rebuilding  
The City of New York  
City Hall  
New York, New York 10007

With a copy to:

Chief, Economic Development Division  
New York City Law Department  
100 Church Street  
New York, NY 10007-2601

To 7 WTC:

7 World Trade Center, LLC

7 World Trade Center  
250 Greenwich Street  
New York, New York 10007  
Attention: Larry A. Silverstein

To the Port Authority:

Executive Director  
The Port Authority of New York and New Jersey  
225 Park Avenue South  
New York, New York 10003

With a copy to:

General Counsel  
The Port Authority of New York and New Jersey  
225 Park Avenue South  
New York, New York 10003

To LMDC:

Lower Manhattan Development Corporation  
One Liberty Plaza  
New York, New York 10006  
Attention: Jime Chang

3.10 Exhibits. Exhibits A and B attached hereto are hereby incorporated in this Agreement by this reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Reciprocal Easement Agreement as of the day and year first above written.

THE CITY OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form:

\_\_\_\_\_  
Acting Corporation Counsel

7 WORLD TRADE CENTER, LLC

By: 7 World Trade Company, LP

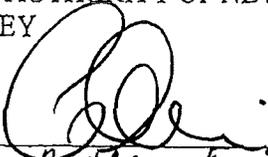
By: Silverstein-7 World Trade Company,  
Inc.

By: \_\_\_\_\_  
Name:  
Title:

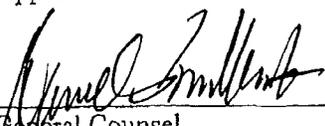
LOWER MANHATTAN DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE PORT AUTHORITY OF NEW YORK AND  
NEW JERSEY

By:   
Name: Anthony K. Shortis  
Title: Executive Director

Approved as to form:

  
\_\_\_\_\_  
General Counsel

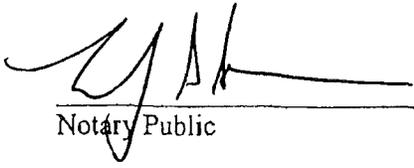
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the 5<sup>th</sup> day of December, 2007, before me, the undersigned, personally appeared Anthony F. Shumy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

SEAL

**TIMOTHY G. STICKELMAN**  
Notary Public, State of New York  
No. 02ST6086913  
Qualified in New York County  
Commission expires February 3, 2011

IN WITNESS WHEREOF, the undersigned has executed this Reciprocal Easement Agreement as of the day and year first above written.

THE CITY OF NEW YORK

By: *Daniel L Doctoroff*  
Name: Daniel L Doctoroff  
Title: Deputy Mayor for Economic Development and Rebuilding

Approved as to form:

*[Signature]*  
Acting Corporation Counsel

7 WORLD TRADE CENTER, LLC

By: 7 World Trade Company, LP

By: Silverstein-7 World Trade Company, Inc.

By: \_\_\_\_\_  
Name:  
Title:

LOWER MANHATTAN DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

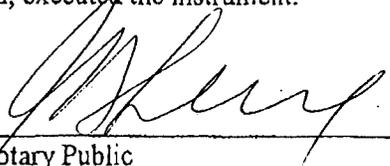
By: \_\_\_\_\_  
Name:  
Title:

Approved as to form:

\_\_\_\_\_  
General Counsel

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

On the 4<sup>th</sup> day of December, 2007, before me, the undersigned, personally appeared Daniel L. Dolan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Anthony Crowell  
Kings Co. # 02CR6119026  
Exp 11/22/08

SEAL

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

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Reciprocal Easement Agreement as of the day and year first above written.

THE CITY OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

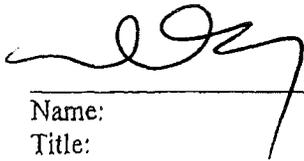
Approved as to form:

\_\_\_\_\_  
Acting Corporation Counsel

7 WORLD TRADE CENTER, LLC

By: 7 World Trade Company, LP

By: Silverstein-7 World Trade Company,  
Inc.

By:   
Name:  
Title:

LOWER MANHATTAN DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE PORT AUTHORITY OF NEW YORK AND  
NEW JERSEY

By: \_\_\_\_\_  
Name:  
Title:

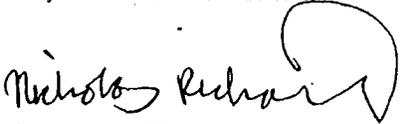
Approved as to form:

\_\_\_\_\_  
General Counsel

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

On the 5<sup>th</sup> day of December, 2007, before me, the undersigned, personally appeared Michael Levy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**NICHOLAS RICHARD**  
Notary Public State of New York  
No. 01RI6170641  
Qualified In Queens County  
Commission Expires July 9, 2011

  
\_\_\_\_\_  
Notary Public

SEAL

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

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Reciprocal Easement Agreement as of the day and year first above written.

THE CITY OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form:

\_\_\_\_\_  
Acting Corporation Counsel

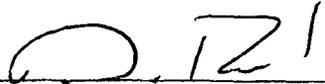
7 WORLD TRADE CENTER, LLC

By: 7 World Trade Company, LP

By: Silverstein-7 World Trade Company,  
Inc.

By: \_\_\_\_\_  
Name:  
Title:

LOWER MANHATTAN DEVELOPMENT  
CORPORATION

By:   
Name: David Emil  
Title: President

THE PORT AUTHORITY OF NEW YORK AND  
NEW JERSEY

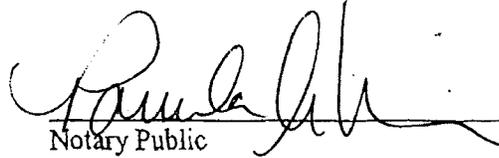
By: \_\_\_\_\_  
Name:  
Title:

Approved as to form:

\_\_\_\_\_  
General Counsel

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

On the 5th day of December, 2007, before me, the undersigned, personally appeared David Tmil, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**PAMELA A. MASCIO**  
**NOTARY PUBLIC, State of New York**  
**No. 02MA6171449**  
**Qualified in New York County**  
**Commission Expires July 23, 2011**

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

SEAL

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

EXHIBIT A

(City Property)

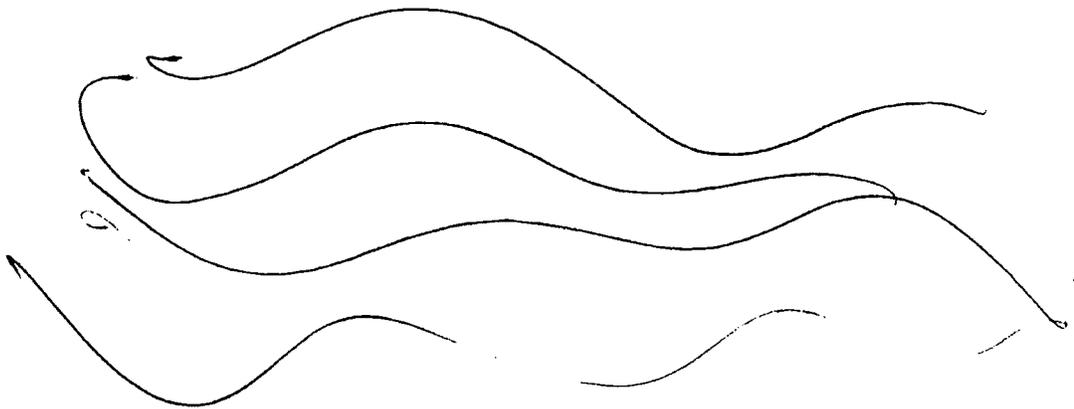


Exhibit A - City Property

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County, and State of New York, and having a lower limiting plane 1.35 feet below curb grade, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly line of West Broadway with the northerly line of Vesey Street as said streets are shown on an Acquisition and Damage Map dated June 3, 2002, said point having the Borough President of Manhattan coordinates of North 5247.38 West 9839.69;

1. Running thence along the northerly line of Vesey Street as shown on said map, North 88 degrees 37 minutes 31 seconds West a distance of 62.68 feet;
2. Thence North 17 degrees 57 minutes 14 seconds West a distance of 213.18 feet to a point on the southerly line of Barclay Street;
3. Thence along the southerly line of Barclay Street, South 88 degrees 39 minutes 01 second East, a distance of 57.21 feet to a point on the easterly line of Greenwich Street as eliminated on Map Acc. No. 29910;
4. Thence still along the southerly line of Barclay Street, South 88 degrees 36 minutes 50 seconds East, a distance of 10.59 feet to a point;
5. Thence South 17 degrees 54 minutes 21 seconds East a distance of 203.85 feet to a point on the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002;
6. Thence along the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3<sup>rd</sup>, 2002, South 13 degrees 29 minutes 10 seconds West a distance of 8.91 feet to a point on the northerly line of Vesey Street as shown on said map, the point and place of BEGINNING.

The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

BARCLAY STREET

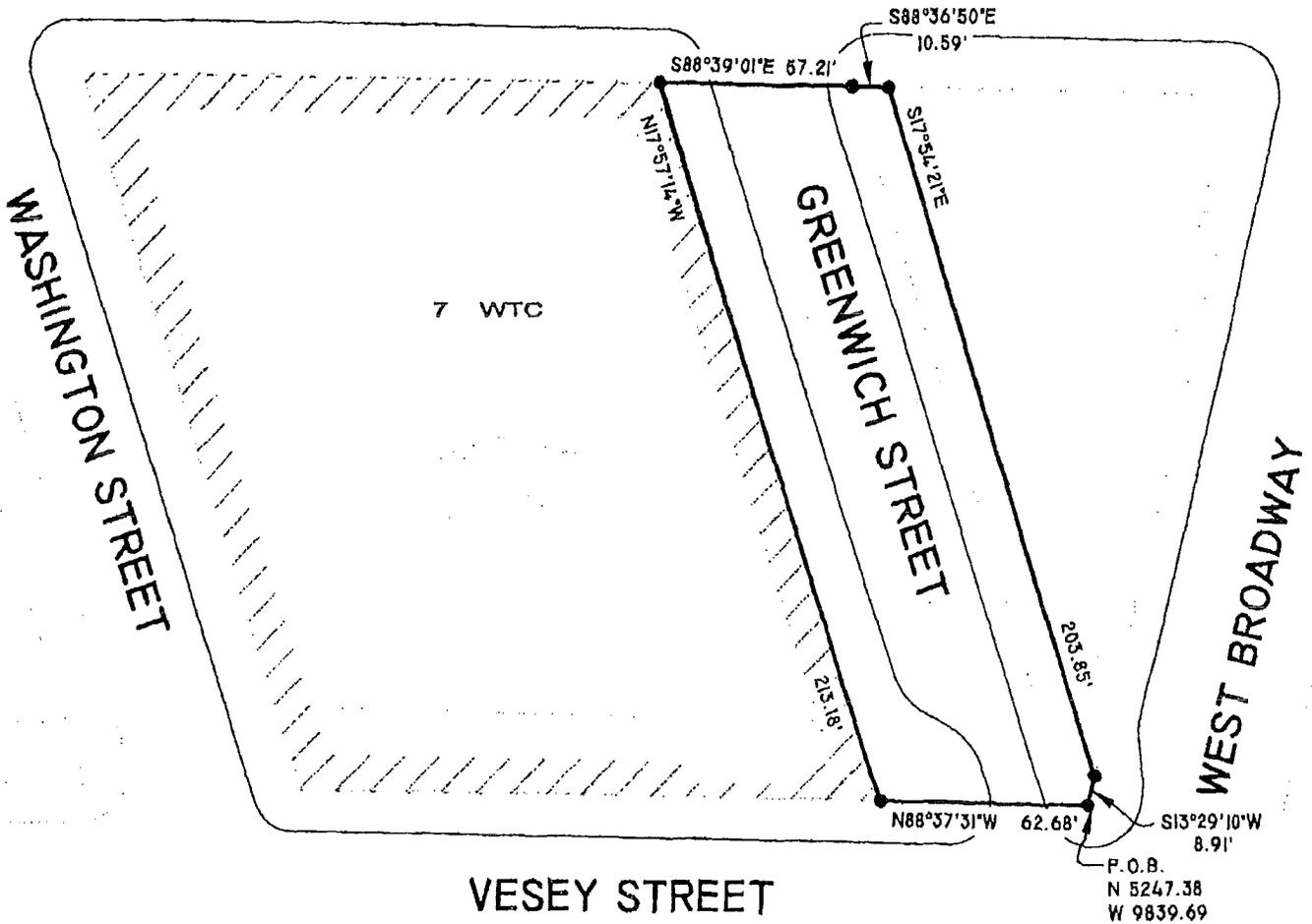


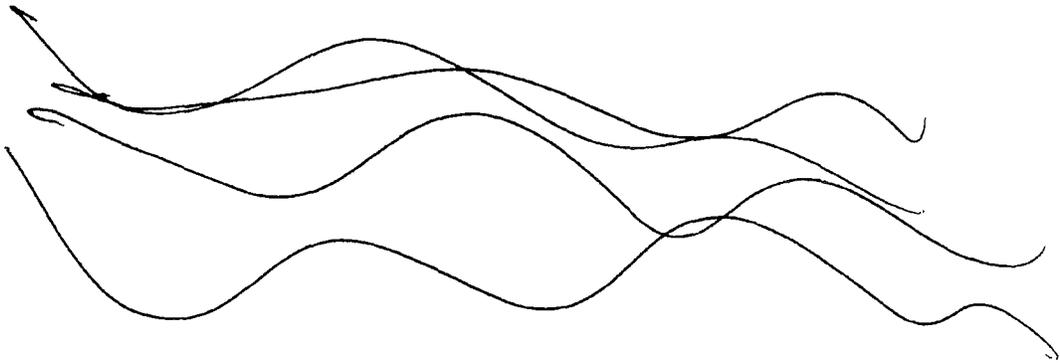
EXHIBIT A - CITY PROPERTY

1" = 50'

NOTE: EXHIBIT A - CITY PROPERTY IS  
LOCATED ABOVE A PLANE 1.35 FEET  
BELOW CURB GRADE



EXHIBIT B  
(Leased Triangle Property)



### **Exhibit B – Leased Triangle Property**

All that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City, County and State of New York, more particularly bounded and described as follows:

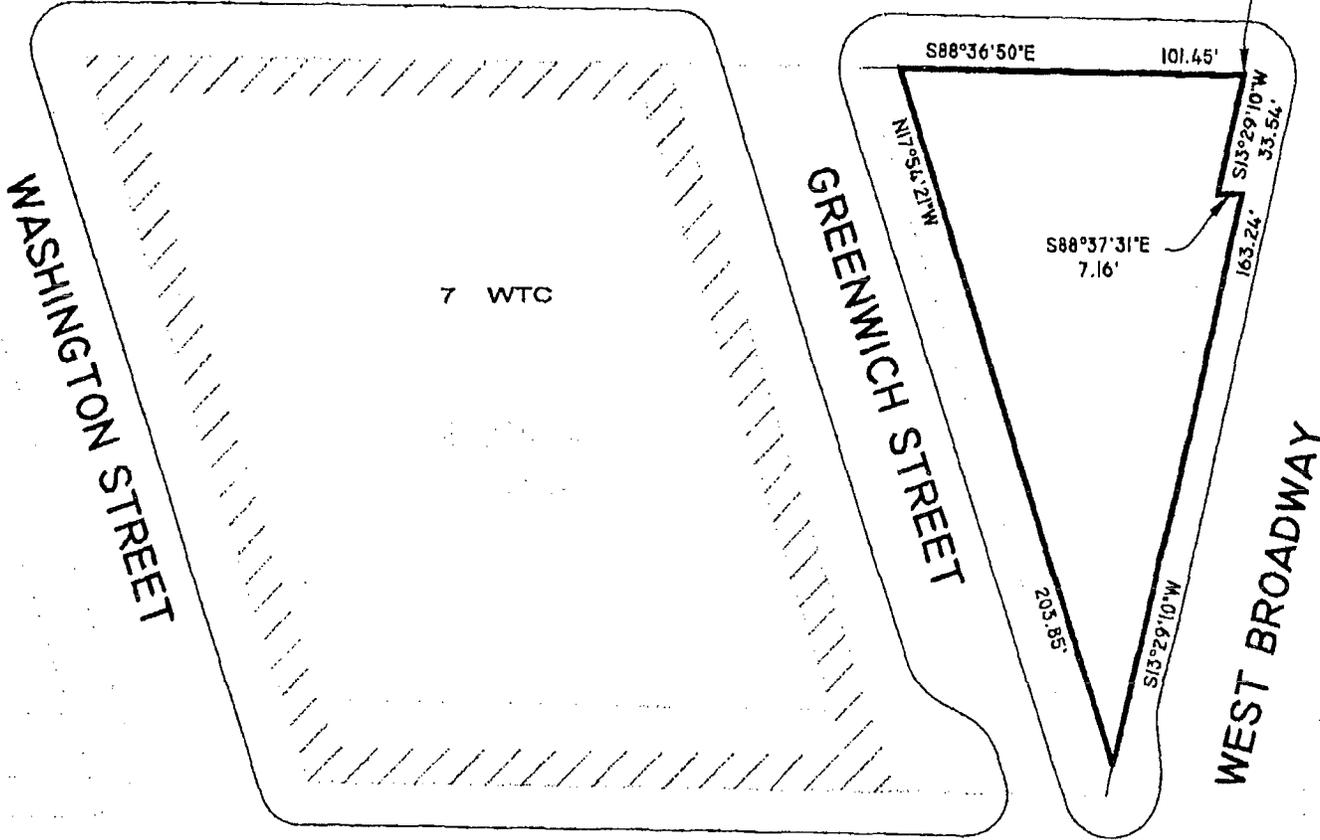
**BEGINNING** at the point formed by the intersection of the southerly line of Barclay Street with the westerly line of West Broadway, having the Borough President of Manhattan coordinates of North 5447.62 West 9798.86:

1. Running thence along the westerly line of West Broadway, South 13 degrees 29 minutes 10 seconds West, a distance of 33.54 feet to a jog in the westerly line of West Broadway as shown on the map entitled "The Port Authority of New York and New Jersey No.7 World Trade Center Acquisition Map" dated October 11, 1983;
2. Thence along said jog in the westerly line of West Broadway, South 88 degrees 37 minutes 31 seconds East, a distance of 7.16 feet to the westerly line of West Broadway as shown on the said map;
3. Thence along the westerly line of West Broadway as shown on the said map and partly along the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3, 2002, South 13 degrees 29 minutes 10 seconds West a distance of 163.24 feet;
4. Thence, North 17 degrees 54 minutes 21 seconds West, a distance of 203.85 feet to the southerly line of Barclay Street;
5. Thence along the southerly line of Barclay Street, South 88 degrees 36 minutes 50 seconds East, a distance of 101.45 feet to the point or place of beginning.

The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with grid North being 28 degrees 59 minutes 13.5 second east of True North.

BARCLAY STREET

P.O.B.  
N 5447.62  
W 9798.86



SILVERSTEIN PARCEL - I  
1" = 50'  
PA RETAINED PARCEL

