**** Electronically Filed Document ****

20180021

Instrument Number: 2018-62195

Recorded As: EX-D06 - DEED AGREEM

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Book-VI/Pg: Bk-D VI-13678 Pg-214

Total Rec Fee(s): $395.00

** Examined and Charged as Follows **

06 - DEED AGREEMENT	$ 90.00	EX-Blocks - Deeds - $300	$ 300.00	EX-TP-584 Affidavit Fee	$ 5.00

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer HEMPSTEAD	$ 0	$ 0	RE 25723	Basic	$ 0.00
				Local NY CITY	$ 0.00
				Additional MTA	$ 0.00
				Spec ASST	$ 0.00
				Spec ADDL SONYMA	$ 0.00
				Transfer	$ 0.00
Tax Charge:	$ 0				

Property Information:

Section	Block	Lot	Unit	Town Name
32	B	82A		HEMPSTEAD

**********THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

NASSAU COUNTY STATE OF NEW YORK

Maureen O'Connell

County Clerk Maureen O'Connell

THIS INDENTURE made this 6th day of April, 2018, between THE PEOPLE OF THE STATE OF NEW YORK acting by and through the Franchise Oversight Board having its office and place of business in c/o The New York State Gaming Commission, 1 Broadway Center, Schenectady, New York 12305, hereinafter referred to as the "Grantor," and The Long Island Electric Utility ServCo LLC, a limited liability company of the State of New York, having a principal office and place of business in c/o PSEG Long Island, LLC at 333 Earle Ovington Boulevard, Uniondale, New York 11553, hereinafter referred to as the "Grantee";

WITNESSETH, that the Grantor, pursuant to Section 212, subdivision 8(a)(viii) of the Racing, Pari-Mutuel Wagering and Breeding Law, and in consideration of good and valuable consideration provided by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and the successors and assigns of the Grantee, the right, privilege and easement on, over, under, across, through and along certain portions of the land of the Grantor lying and being in the Town of Hempstead, County of Nassau, State of New York, located in Section 32, Block B, Lot 82-A (hereinafter referred to as the "Property") for the installation, construction, reconstruction, relocation, operation, repair, maintenance and removal of an underground electric conduit and lines (hereinafter referred to as the "Equipment") along the southwesterly limits of the Property on the land described as follows (hereinafter referred to as the "Easement Area"):

Commencing at a concrete monument found on the northerly line of Hempstead-Farmingdale Turnpike, State Highway No. 1799, S.R. 24, thence the following ten (10) courses and distances along said northerly line;

N 87°23'06" W a distance of 165.02 feet;

N 84°49'20" W a distance of 135.12 feet;

N 80°55'11" W a distance of 199.67 feet;

N 76°29'50" W a distance of 200.16 feet;

N 71°54'07" W a distance of 197.32 feet;

N 70°56'37" W a distance of 200.11 feet;

N 69°38'10" W a distance of 68.52 feet;

Along a tangent curve to the right having a radius of 740.00 feet an arc length of 61.93 feet;

N 64°50'27" W a distance of 241.77 feet;

N 68°49'05" W a distance of 108.49 feet to the Point of Beginning; thence through lands

of the People of the State of New York known as Belmont Park, the following 21 courses and distances

N 21°10'55" E a distance of 15.00 feet;

S 68°49'05" E a distance of 8.50 feet;

N 80°58'50" E a distance of 4.58 feet;

S 65°40'01" E a distance of 331.69 feet;

S 67°41'34" E a distance of 204.84 feet;

S 70°56'37" E a distance of 131.24 feet;

S 71°54'07" E a distance of 196.84 feet;

S 76°29'50" E a distance of 199.37 feet;

S 80°55'11" E a distance of 198.94 feet;

S 84°49'20" E a distance of 134.56 feet;

S 87°23'06" E a distance of 164.62 feet;

S 89°24'12" E a distance of 199.53 feet;

N 85°40'58" E a distance of 200.89 feet;

N 80°46'43" E a distance of 179.27 feet;

N 74°38'07" E a distance of 139.86 feet;

N 77°04'58" E a distance of 233.98 feet;

N 83°45'44" E a distance of 197.02 feet;

S 88°13'39" E a distance of 100.77 feet;

S 84°14'01" E a distance of 48.82 feet;

N 82°49'31" E a distance of 84.28 feet;

N 79°01'40" E a distance of 122.11 feet to a point on the westerly line of Plainfield

Avenue; thence along the westerly line of Plainfield Avenue, S 21°58'02" W a distance of 11.92 feet; thence through said lands of The People of the State of New York the following seven (7) courses and distances:

S 79°01'40" W a distance of 115.96 feet;

S 82°49'31" W a distance of 85.74 feet;

N 84°14'01" W a distance of 49.61 feet;

N 88°13'39" W a distance of 99.72 feet;

S 83°45'44" W a distance of 195.74 feet;

S 77°04'58" W a distance of 233.18 feet;

S 74°38'07" W a distance of 140.19 feet to a concrete monument found on the

northerly line of Hempstead – Farmingdale Turnpike; thence along the northerly side of Hempstead – Farmingdale Turnpike the following nine (9) courses and distances:

S 80°46'43" W a distance of 180.23 feet;

S 85°40'58" W a distance of 201.75 feet;

N 89°24'12" W a distance of 200.14 feet;

N 87°23'06" W a distance of 165.02 feet;

N 84°49'20" W a distance of 135.12 feet;

N 80°55'11" W a distance of 199.67 feet;

N 76°29'50" W a distance of 200.16 feet;

N 71°54'07" W a distance of 197.32 feet;

N 70°56'37" W a distance of 131.61 feet;

Thence through above-mentioned lands of The People of the State of New York the following four (4) courses and distances:

N 67°41'34" W a distance of 205.30 feet;

N 65°40'01" W a distance of 328.87 feet;

S 80°58'50" W a distance of 7.41 feet

S 21°10'55" W a distance of 3.43 feet to a point on the northerly line of Hempstead – Farmingdale Turnpike; thence along the northerly side of Hempstead – Farmingdale Turnpike, N 68°49'05" W a distance of 8.50 feet to the point of beginning, containing 30,857 square feet, 0.71 Acres, more or less.

Being a portion of lands described in a deed recorded in the City Register of the City of New York on September 26, 2008 as Document ID 2008092301347001, said deed intending to convey all of the Grantor's title interest, of whatever nature, in and to the Premises acquired by the Grantor by a deed from the Westchester Racing Association, a New York Corporation, to the Greater New York Association Inc., in deeds dated October 4, 1955, and recorded in the Nassau County Clerk's Office on

October 5, 1955 in Liber 5889 of Deeds at page 236 and also recorded in the New York County's Register's Office, Queens County, on October 7, 1955 in Liber 6815 of Deeds page 33.

All shown on a map entitled "Map of Electric Easement, Belmont Park – NYRA" dated June 28, 2017, having a final revision date of November 8, 2017, and filed in the New York State Office of General Services as OGS Map No. 2632.

This grant of easement is in perpetuity from the date hereof unless terminated as hereinafter provided and is made and accepted subject to the following covenants, terms and conditions:

1. Upon any termination of this easement as hereinafter provided, the Grantee agrees at the expense of the Grantee and at no expense to the Grantor to remove at once all of the said Equipment from the land of the Grantor hereby affected and otherwise to leave said land in as nearly the same condition as possible as it was prior to the installation of said Equipment.
2. The easement hereby granted is granted only with respect to the Equipment shown on the above referenced OGS Map No. 2632. In the event of permanent cessation or abandonment of the Equipment by the Grantee, then Grantor agrees to provide written notification to Grantee of its intentions to terminate the easement and, furthermore, in such event, the provisions for removal of said Equipment above set forth shall apply in the same manner and to the same effect as so set forth.
3. The Grantee shall be liable for and shall pay all damages that may arise or occur to the Grantor and shall save the Grantor harmless from all claims for damages in consequence of the construction, reconstruction, relocation, operation, repair, maintenance and removal of the said Equipment or by reason of any work done or

authorized by or under this grant of easement that do not arise out of the negligence or willful misconduct of Grantor and, at the expense of the Grantee, will defend all suits brought on account thereof.

4. The easement hereby granted shall not be assigned or transferred without the written consent of the Grantor, which consent shall not be unreasonably withheld. However, the Grantee may assign to a subsidiary, parent or affiliate corporation without prior written consent if notice of such assignment and the name of the assignee are provided to the Grantor within 60 days of such assignment.
5. The Grantee agrees that during the term of this easement that all structures and/or improvements of the Grantee shall conform and comply with all applicable local, State or federal laws, ordinances, rules and regulations.
6. The easement rights herein conveyed include the right of the Grantee to construct, reconstruct, relocate, operate, repair, maintain and remove, underground or aboveground electric systems including but not limited to transformers, manholes, conduits, cables, switchgear and vaults together with the necessary appurtenances and accessories as the Grantee may now and from time to time deem necessary, all within the above described Easement Area.
7. The Grantor agrees not to erect or maintain within the Easement Area any permanent buildings, structures or physical obstructions of any kind, including trees and shrubbery, or permit the same to be so erected or maintained, except such as the Grantee may specifically consent to in writing, which consent shall not be unreasonably withheld or delayed.
8. The Equipment, electric facilities and associated appurtenances and accessories as may from time to time be installed, constructed and maintained by the Grantee in the

Easement Area shall at all times be and remain the property of the Grantee, and be maintained and serviced exclusively by the Grantee.

9. The Grantee shall be provided such access from the street to the Easement Area as is necessary for the enjoyment of the easements and right-of-ways herein granted.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall run with the land and inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

THE PEOPLE OF THE STATE OF NEW YORK,
acting by and through
the FRANCHISE OVERSIGHT BOARD

By: _____
Robert T. Williams
Chair

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

On the 6th day of April in the year 2018, before me, the undersigned personally appeared **Robert T. Williams**, 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, State of New York
Qualified in County of:
My Commission Expires: 5/14/18

MICHELLE P. [illegible]ARK
Notary Public, State of New York
No. 01CL6165074
Qualified in Albany County
Commission Expires May 14, 2019

Approved as to form this 12th day
of April, 2018

ERIC T. SCHNEIDERMAN
Attorney General

By _____
principal attorney

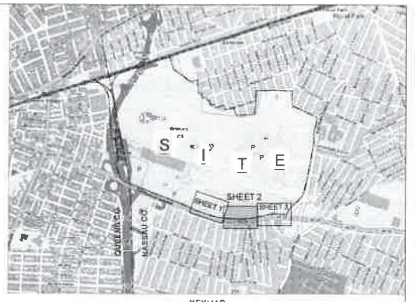
DATUM	INFORMATION
HORIZONTAL	NAD 1983
VERTICAL	NAVD 1988

Parcel Line and Curve Table

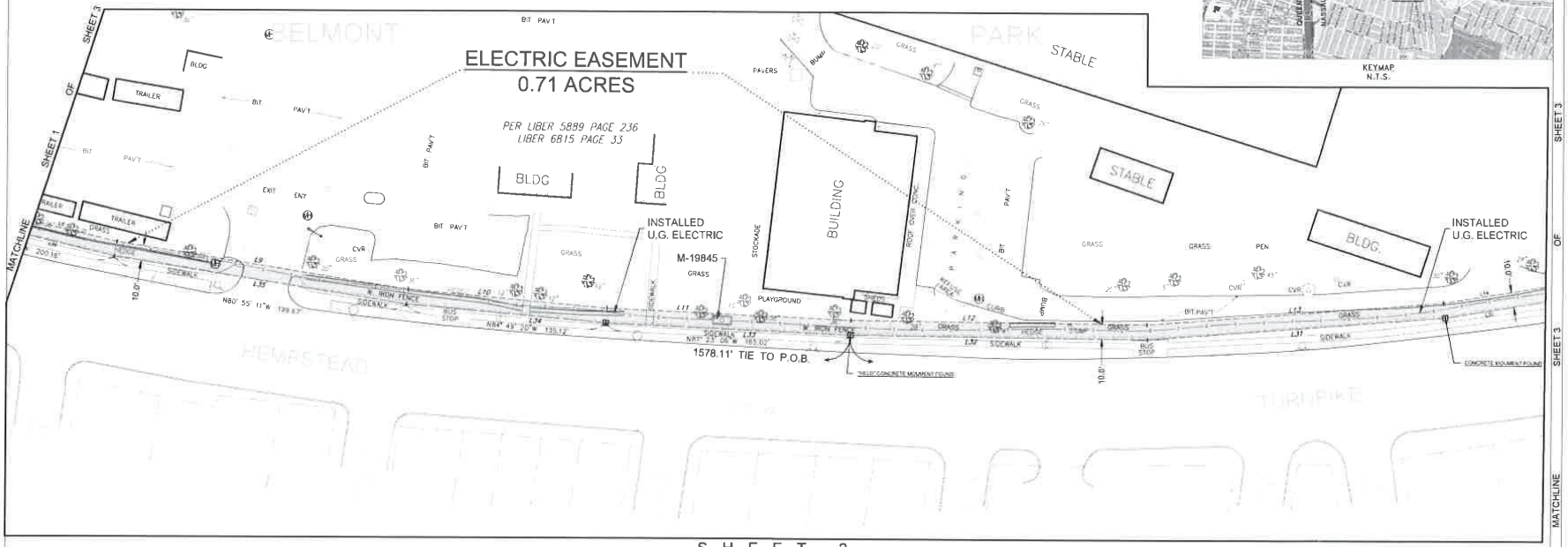
Line #/Curve #	Bearing/Delta	Length	Radius
L8	S76° 29' 50"E	199.37	
L9	S80° 55' 11"E	198.94	
L10	S84° 49' 20"E	134.56	
L11	S87° 23' 06"E	164.62	
L12	S89° 24' 12"E	199.53	
L13	N85° 40' 58"E	200.89	
L14	N80° 46' 43"E	179.27	

Parcel Line and Curve Table

Line #/Curve #	Bearing/Delta	Length	Radius
L30	S80° 46' 43"W	180.23	
L31	S85° 40' 58"W	201.75	
L32	N89° 24' 12"W	200.14	
L33	N87° 23' 06"W	165.02	
L34	N84° 49' 20"W	135.12	
L35	N80° 55' 11"W	199.67	
L36	N76° 29' 50"W	200.16	



KEYMAP
N.T.S.



SHEET 2

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

MAP REFERENCES:

1. New York State Department of Public Works
   MAP No.150, Parcel 285 Hempstead - Farmingdale
   (Part 1) S.H. No.1799 Filed Oct. 11, 1957
   Ref. Deed Liber 5889 Page 236,

2. New York State Department of Public Works
   MAP No.151, Parcel 286 & 287 Hempstead - Farmingdale
   (Part 1) S.H. No.1799 Filed Dec. 18, 1957
   Ref. Deed Liber 5889 Page 236,

3. Document No. 2008092301347001 Recorded in the Queens County Clerk's office 09-12-2008.

4. Liber Book Deed 12443 Pages 547 - 654 Oct 10, 2008 in the Nassau County Clerks office.

5. Liber 5889 Pages 236,
   Liber 6815 Page 33, Recorded in the Nassau County Clerks office.

SYMBOL LEGEND

- TREE
- ELECTRIC MANHOLE
- UNKNOWN MANHOLE
- FIRE HYDRANT
- UTILITY POLE
- LAMP
- TRAFFIC POLE
- WATER VALVE
- TELEPHONE MANHOLE
- SEWER MANHOLE
- DRAIN INLET
- DRAINAGE MANHOLE
- STREET LIGHT
- UNKNOWN VALVE
- PAD MOUNT TRANSFORMER
- TRAFFIC BOX
- CONCRETE MONUMENT FOUND

PROPOSED EASEMENT AREA

EASEMENT BASED ON FIELD SURVEY AND CONTRACTORS AS-BUILT PROVIDED

PREPARED BY
PSEG LONG ISLAND
SURVEY ENGINEERING

NO	DATE	#	DESCRIPTION	BY	CKD	APPD
	11/08/17		REV. PER OGS COMMENTS		PJR	
	10/19/17		REV. PER OGS COMMENTS		PJR	
	9/26/17		REV. PER OGS COMMENTS	ET	PJR	
	8/31/17		REV. PER OGS COMMENTS	PJR		
	8/28/17		AS-BUILT	PJR	ET	
	2/8/17		REV. PER PM & NYRA/OGS COMMENTS	PJR	ET	

MAP OF
ELECTRIC EASEMENT

BELMONT PARK – NYRA
TOWN OF HEMPSTEAD, NASSAU COUNTY
NEW YORK

SURVEY ENGINEERING
PSEG LONG ISLAND
175 E. OLD COUNTRY ROAD
HICKSVILLE, NEW YORK

DWN E.THOMAS P.RUZENSKI
CKD E.THOMAS P.RUZENSKI
APPD
APPD V.R.

SCALE 1"=30'
DATE 6/28/2017
JOB No NO1601

CREW PJR,JC,DG,JR
CAD FILE LOCATION
PARCEL No NO1601
GMD No 00256 00241 00243
DWG FILE No NO1601 00849
SIZE ARCH B

SHEET 2 OF 3

TP-584.2 (10/96)

Recording Office Time Stamp

Real Estate Transfer Tax Return For Public Utility Companies' and Governmental Agencies' Easements and Licenses

This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is $500.00 or less.

Name of grantee (public utility company or governmental agency)
Long Island Lighting Company dba LIPA

Federal employer identification number *(if applicable)*
11-1019782

Address of grantee
333 Earle Ovington Blvd. Uniondale, NY 11554

Name and telephone number of person to contact
Dorothy Ince-Small 516-949-8605

	Name(s) of Grantor Of Easement or License	Address of Property	Consideration Given For Easement or License
1.	The People of the State of New York thru FOB	2150 Hempstead Turnpike Elmont NY	$1-
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

Signature of Grantee

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

Long Island Lighting Company, dba LIPA
Name of grantee

Dorothy Ince-Small
Signature of partner, officer of corporation, governmental official, etc.

Real Estate Representative
Title