Nassau County
Maureen OConnell
County Clerk
Mineola, NY 11501

60 2016 00129770

Instrument Number: 2016- 00129770
As
D06 NF - No Fee AGREEMENT

Recorded On: December 28, 2016
Parties: PEOPLE OF THE STATE OF NEW YORK
TO LONG ISLAND RAIL ROAD COMPANY
Recorded By: METROPOLITAN TRANSPORTATION AUTHORITY
Num Of Pages: 9
Comment:

**** Examined and Charged as Follows: ****

D06 NF - No Fee AGREEMENT	0.00	Blocks - Exempt	0.00	Tax Affidavit TP 584 No Chg	0.00
Recording Charge:	0.00				

	Amount	Consideration Amount	RS#/CS#				
Tax-Transfer	0.00	0.00	RE 11670	Basic	0.00	Spec ASST	0.00
HEMPSTEAD				Local NY CITY	0.00	Spec ADDL SONYMA	0.00
				Additional MTA	0.00	Transfer	0.00
Tax Charge:	0.00						

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	32	B	82A		HEMPSTEAD

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

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2016- 00129770
Receipt Number: 498509
Recorded Date/Time: December 28, 2016 09:55:36A
Book-Vol/Pg: Bk-D Vl-13455 Pg-354
Cashier / Station: 0 KAV / NCCL-CCR1FP2

Record and Return To:

MTA HQ REAL ESTATE
2 BROADWAY
4TH FLOOR
NEW YORK NY 10004

NASSAU COUNTY STATE OF NEW YORK

Maureen O'Connell

County Clerk Maureen O'Connell

THIS INDENTURE made this 4th day of November, 2016, 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 Executive Chamber, State Capitol, Albany, New York 12242, hereinafter referred to as the "Grantor," and The Long Island Rail Road Company, a public benefit corporation of the State of New York, and a subsidiary of the Metropolitan Transportation Authority, having a principal office and place of business at 92-03 Sutphin Boulevard, Jamaica, New York 11435, 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 (the "Property") for the installation, construction, reconstruction, relocation, operation, repair, maintenance and removal of new metering/switchgear equipment associated with providing secondary electrical service for the Grantee's existing Bellaire Substation and the appurtenances thereof, hereinafter collectively referred to as the "Equipment" on the land described as follows (the "Easement Area"):

EQUIPMENT PARCEL

ALL that certain plot, piece or parcel of land, situate, lying and being near the Hamlet of Elmont, Town of Hempstead, County of Nassau and State of New York, said parcel being more particularly bounded and described as follows:

BEGINNING at a point in the southerly right of way line of the Long Island Railroad, being North 85° 54' 13" East, a distance of 937.45 feet from the intersection of the easterly side of the Cross Island Parkway and the southerly side of Long Island Railroad; thence, from said Point of Beginning North 85° 54' 13" East, along said right-of-way line of Long Island Railroad 50.00 feet to a point; thence running through Belmont Race Track the following three courses and distances:

1. South 04° 05' 47" East, a distance of 45.00 feet to a point;
2. South 85° 54' 13" West, a distance of 50.00 feet to a point;
3. North 04° 05' 47" West, a distance of 45.00 feet to the Point or place of Beginning Containing 2,250 Sq. Ft. of land, more or less.

As shown on a map entitled, "National Grid Engineering & Survey, Inc., Survey of Electric Easements, DOT and State Property," dated January 15, 2010, and filed in the New York State Office of General Services in Albany, New York, as O.G.S. Map No. 2348.

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. 2348. 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 which 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 city, 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 grade level 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.

10. The Grantee agrees that the easement hereby granted mirrors an easement granted to the Long Island Lighting Company d/b/a LIPA ("LIPA"), a New York Corporation and wholly-owned subsidiary of the Long Island Power Authority, having its principal office at 333 Earle Ovington Boulevard, Suite 403, Uniondale, New York 11553, by the Grantor. The said easement to LIPA is dated August 15, 2011. The Grantee understands that it shall use the easement hereby granted in conjunction with LIPA's use of the Easement Area and shall in no way infringe or limit LIPA's rights to the Easement Area.

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 Schenectady)

On the 4th day of November in the year 2016, 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: Schenectady
My Commission Expires: 02/02/17

Toni Stafford
Notary Public - State of New York
No. 01ST6200409
Qualified in Schenectady County
My Commission Expires 2/2/2017

Approved as to form this 18th day
of November, 2016

ERIC T. SCHNEIDERMAN
Attorney General

By _____

87

2 Broadway
New York, NY 10004
212 878-7000 Tel

Metropolitan Transportation Authority
State of New York

December 27, 2016

Office of the Nassau County Clerk
240 Old Country Road
Mineola, NY 11501

Re: Section 32, Block B, Lot 82-A
Hamlet of Elmont, Town of Hempstead
Nassau County: Grant of Easement

To Whom This May Concern:

Transmitted herewith by the Metropolitan Transportation Authority (MTA) on behalf of The Long Island Railroad Company (LIRR) is an easement agreement between The People of the State of New York and LIRR for the above-referenced parcel of land, along with the necessary accompanying documents for recording this easement agreement. The LIRR is a public benefit corporation of the State of New York and a subsidiary of the MTA.

Please take note that pursuant to Public Authorities Law § 1275, the MTA and its agencies are exempt from recording fees:

> "...Without limiting the generality of the following provisions of this section, property owned by the authority ...shall be exempt from taxation and special ad valorem levies. The authority shall be required to pay no fees, taxes or assessments, whether state or local, including but not limited to fees, taxes or assessments on real estate, franchise taxes, sales or other excise taxes, upon any of its property or the use thereof..."

Thank you for your consideration. If any questions arise concerning the foregoing, please contact me at (212) 878-1032.

Very truly yours,

Judith A. Schwartz
Sr. Associate Counsel
212-878-1032
jschwart@mtahq.org