

Torres Rojas, Genara

FOI# 13473

From:
Sent: Sunday, September 09, 2012 9:03 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, 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

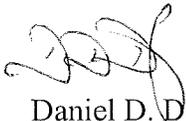
Dear Ms. Haines Walsh:

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.

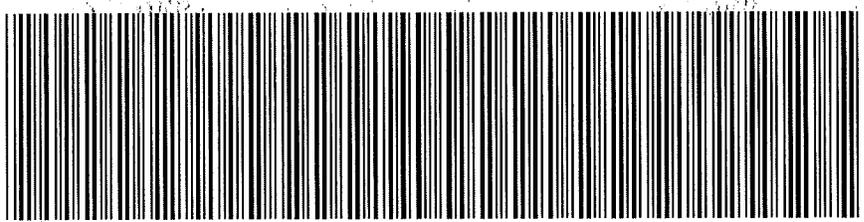
Very truly yours,



Daniel D. Duffy
FOI Administrator

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

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2007120700954005001E88A3

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2007120700954005

Document Date: 12-05-2007

Preparation Date: 12-07-2007

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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
Property Type: OTHER				

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		
TOTAL:	\$	0.00		
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 5th 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

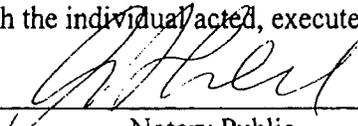
SEAL

Approved as to Form

[Signature]
Acting Corporation Counsel

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

On the 4th day of December in the year 2007 before me, the undersigned, personally appeared Daniel L. Doucort, 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.

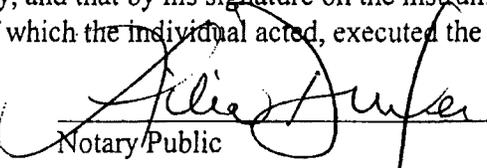


Notary Public
Anthony Crowell
Kings Co # 02CR6119026
Exp 11/22/08

SEAL

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

On the 5th day of Dec in the year 2007 before me, the undersigned, personally appeared Michael McSwaney, 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

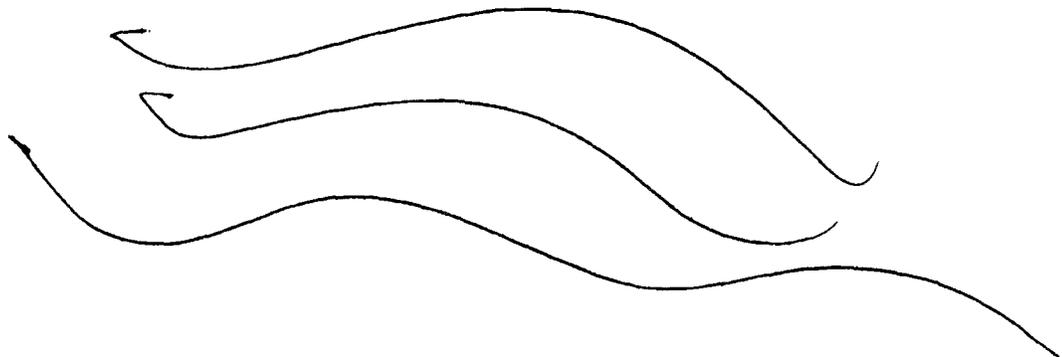
The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center
New York, New York

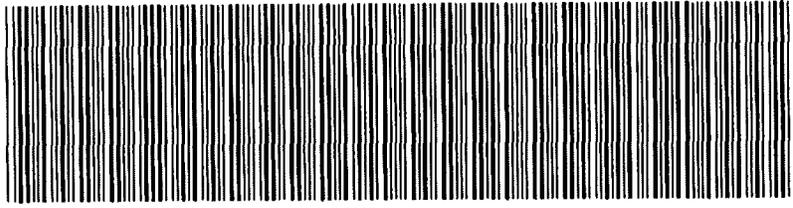
Block 84
Lot 36

Upon Recordation Return to:

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



NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2007120700954005001S4622

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2007120700954005

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

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

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

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 / 5 / 2007
Month Day Year

11. Date of Sale / Transfer: 12 / 5 / 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: 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
			212	424-8196
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
			SELLER	
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 _____ 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

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: _____

[Handwritten scribble]

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 ONE LIBERTY PLAZA		City NEW YORK	State NY Zip 10005
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 15th 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

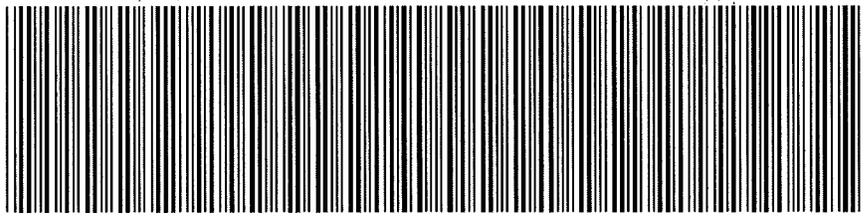
**COUNTY CLERK'S OFFICE
NEW YORK**



J.S.C.

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

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RECORDING AND ENDORSEMENT COVER PAGE

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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

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

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

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		
TOTAL:	\$	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 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 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

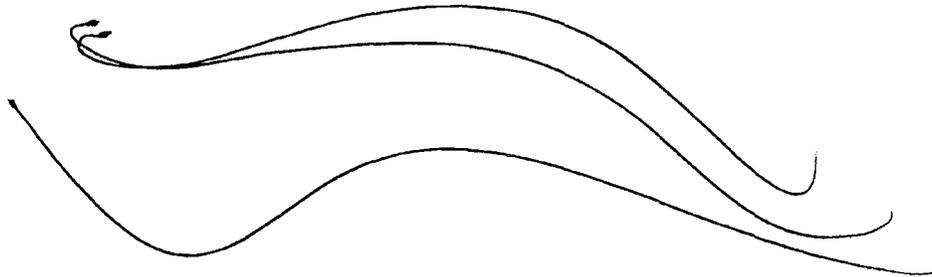
The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center
New York, New York

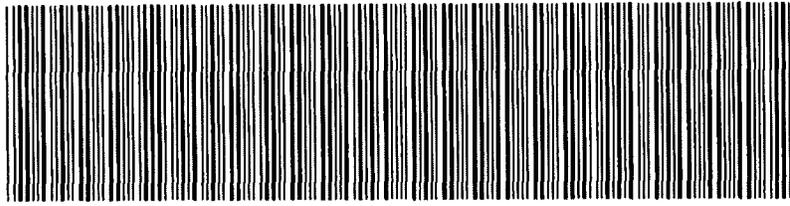
Block 84
Lot 36

Upon Recordation Return to:

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

A large, stylized handwritten signature in black ink, consisting of several sweeping, connected strokes that form a wave-like pattern across the lower half of the page.

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

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

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

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

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

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 - 15th 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

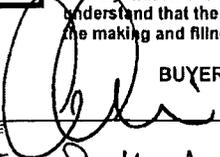
212 335-4621
 AREA CODE TELEPHONE NUMBER

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

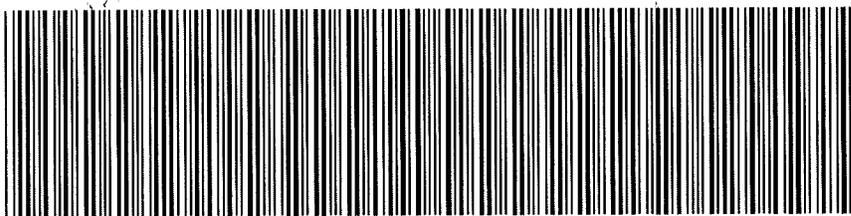
CERTIFICATION

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)	212	335-4621
CITY OR TOWN		STATE	AREA CODE	TELEPHONE NUMBER
		ZIP CODE	<i>[Handwritten Signature]</i> SELLER	12/5/07
			SELLER SIGNATURE	DATE

**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.



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
Property Type: OTHER				

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		
TOTAL:	\$ 0.00		
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 5th 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;

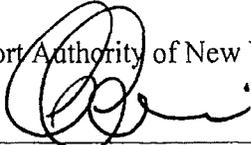
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs or successors and assigns forever;

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.

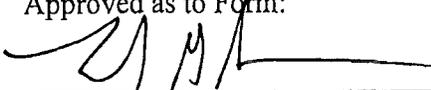
The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so requires.

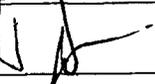
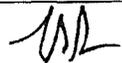
IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture the date first above written.

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:
	

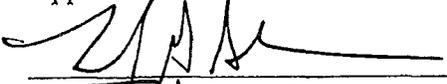
IN WITNESS WHEREOF, the party of the first part has duly executed this Indenture the date first above written.

The Port Authority of New York and New Jersey

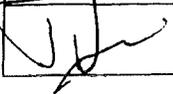
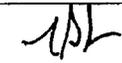
By: 

Name: Anthony E. Sheridan
Title: Executive Director

Approved as to Form:

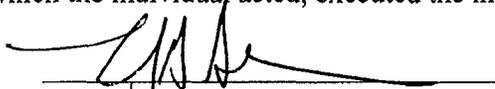


By: Timothy G. Strickman

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

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

On the 5th day of Dec. in the year 2007 before me, the undersigned, personally appeared Anthony E. Strano, 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 3rd, 2002;
4. Running thence along the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3rd, 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 3rd, 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 11th, 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 11th, 1983 South 88 degrees 07 minutes 34 seconds East a distance of 57.25 feet to the Point and Place of BEGINNING.

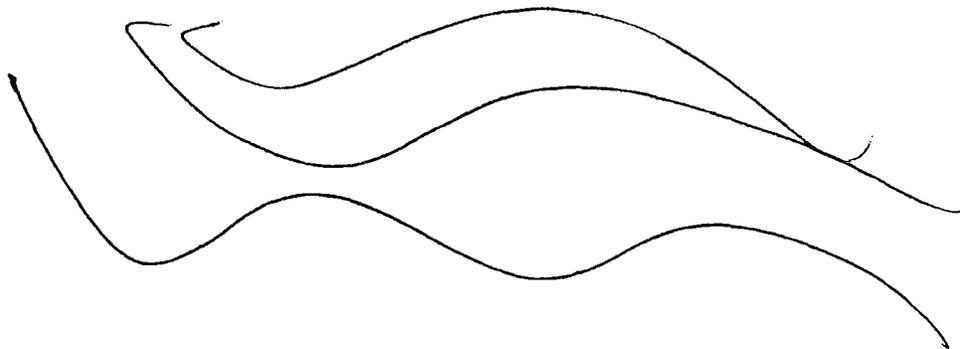
The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center
New York, New York

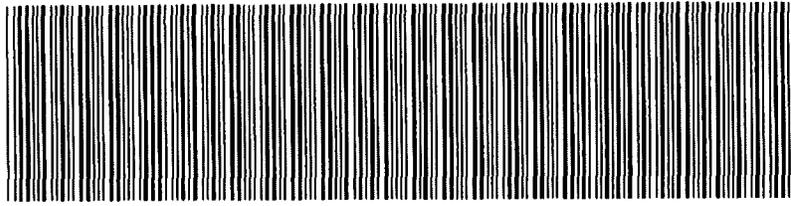
Block 84
Lot 36

Upon Recordation Return to:

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

A large, stylized handwritten signature in black ink, consisting of several overlapping, wavy lines that form a complex, abstract shape.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2007120700954007001S865B

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2007120700954007

Document Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

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 # 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)

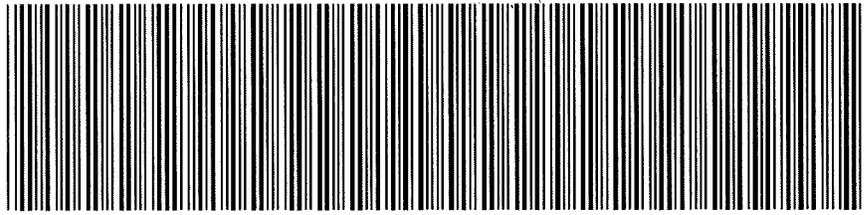
 CITY OR TOWN STATE ZIP CODE

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

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

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

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		
TOTAL:	\$	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 3rd, 2002;
4. Running thence along the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3rd, 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 3rd, 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 11th, 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 11th, 1983 South 88 degrees 07 minutes 34 seconds East a distance of 57.25 feet to the Point and Place of BEGINNING.

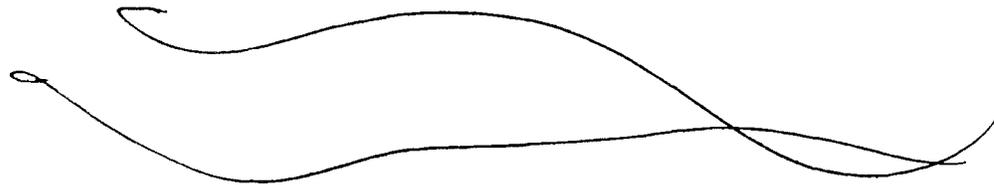
The coordinates and bearings set forth in the above description refer to the 10th Avenue Meridian as established by the Borough of Manhattan Topographical Bureau with Grid north being 28 degrees 59 minutes 13.5 seconds east of true north.

7 World Trade Center
New York, New York

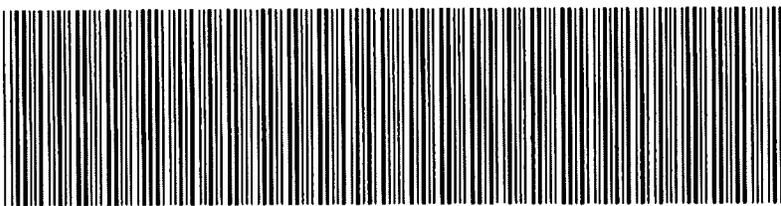
Block 84
Lot 36

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 Date: 12-05-2007

Preparation Date: 12-07-2007

Document Type: DEED

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
STREET NUMBER		STREET NAME (AFTER SALE)	212	788-0705
			AREA CODE	TELEPHONE NUMBER
			SELLER	
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
 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

6. 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 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 / 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'S ATTORNEY

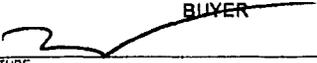
BUYER SIGNATURE _____ DATE _____
 STREET NUMBER _____ STREET NAME (AFTER SALE) _____
 CITY OR TOWN _____ STATE _____ ZIP CODE _____

LAST NAME _____ FIRST NAME _____
 212 788-0705
 AREA CODE TELEPHONE NUMBER
 SELLER
 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):

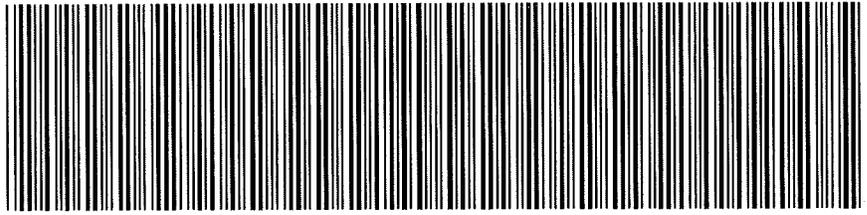
Owner's Approval

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): / /

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

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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

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

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

Mortgage		Filing Fee:	\$	50.00
Mortgage Amount:	\$	0.00	\$	
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		
TOTAL:	\$	0.00		
Recording Fee:	\$	132.00		
Affidavit Fee:	\$	0.00		

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

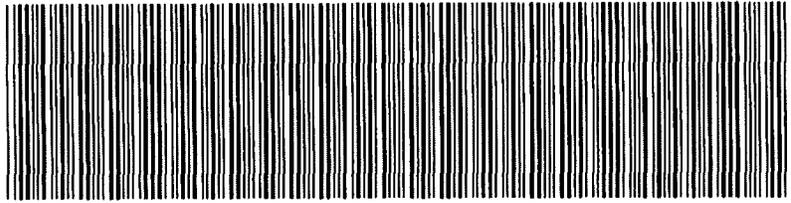
CITY OF NEW YORK
Recorded/Filed 12-13-2007 12:47
City Register File No.(CRFN):
2007000611079



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

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of this ^{5th} 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

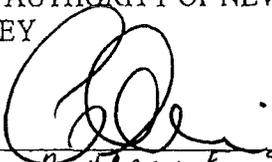
By: Silverstein-7 World Trade Company,
Inc.

By: _____
Name:
Title:

LOWER MANHATTAN DEVELOPMENT
CORPORATION

By: _____
Name:
Title:

THE PORT AUTHORITY OF NEW YORK AND
NEW JERSEY

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

Approved as to form:



General Counsel

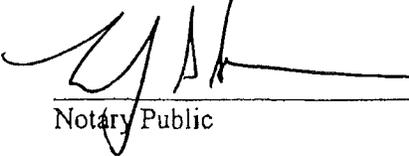
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

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 5th 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

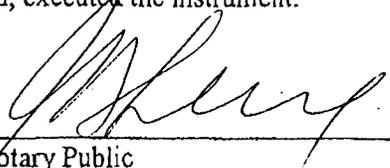
By: _____
Name:
Title:

Approved as to form:

General Counsel

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

On the 4th 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:

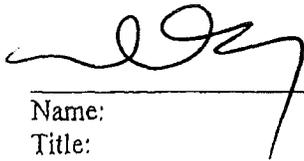
Approved as to form:

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:

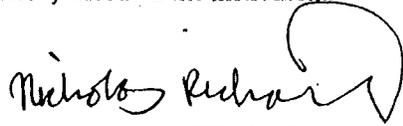
Approved as to form:

General Counsel

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

On the 5th 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

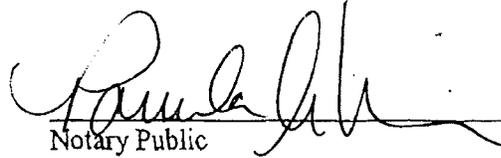
By: _____
Name:
Title:

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)

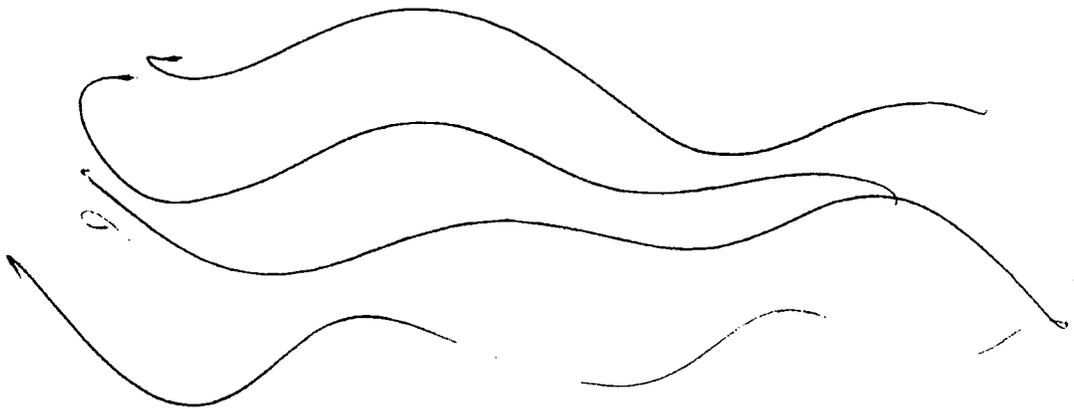


Exhibit A - City Property

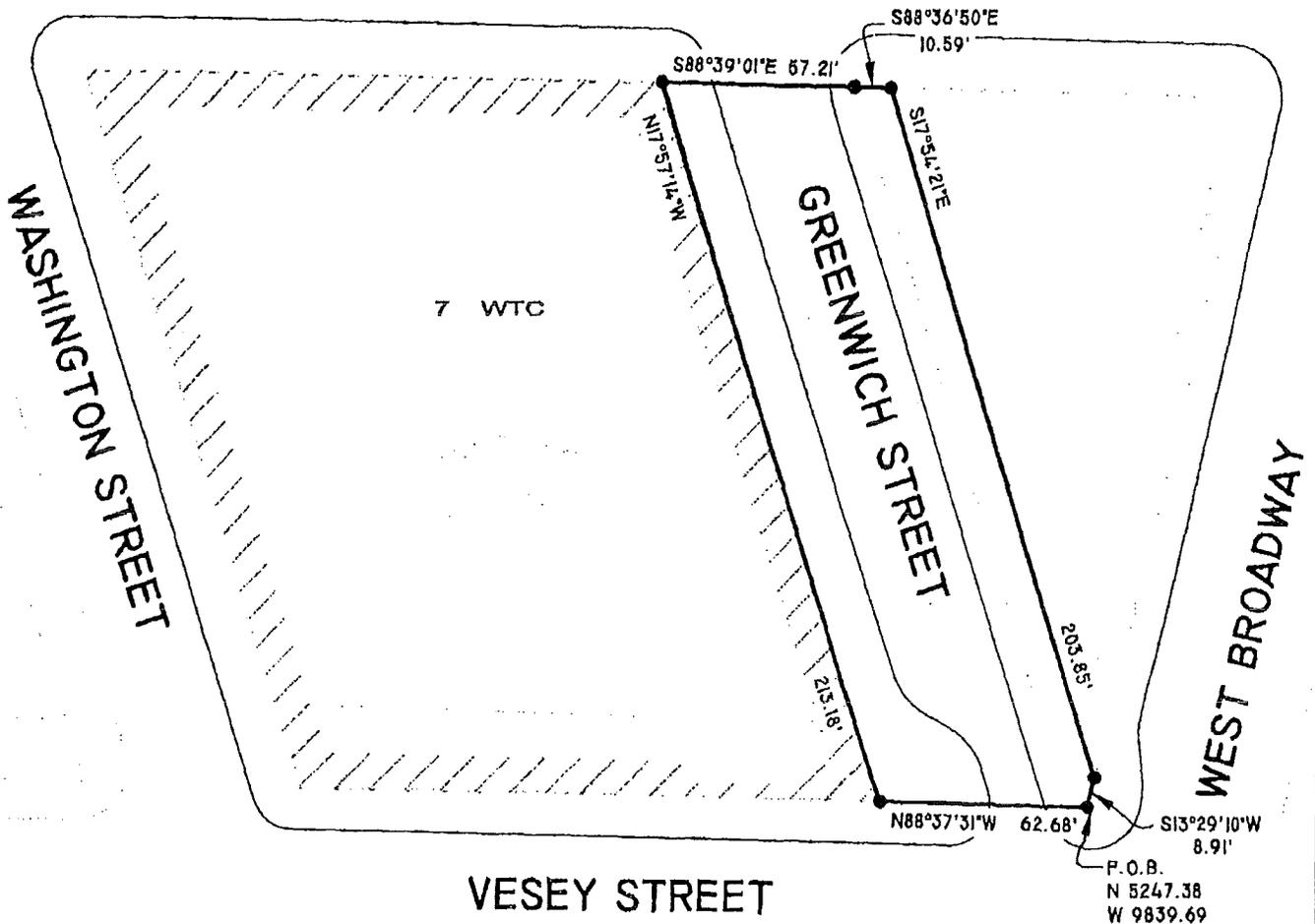
All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County, and State of New York, and having a lower limiting plane 1.35 feet below curb grade, being more particularly bounded and described as follows:

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 3rd, 2002;
6. Thence along the westerly line of West Broadway as shown on Acquisition and Damage Map dated June 3rd, 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



VESEY STREET

P.O.B.
N 5247.38
W 9839.69

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)

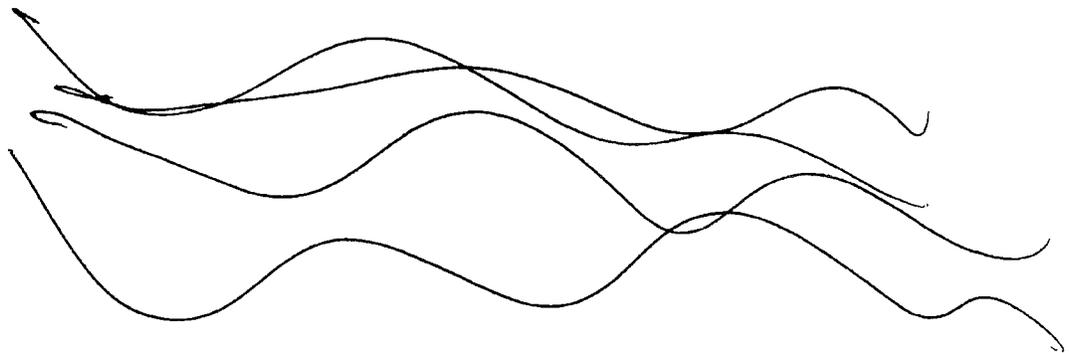


Exhibit B – Leased Triangle Property

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:

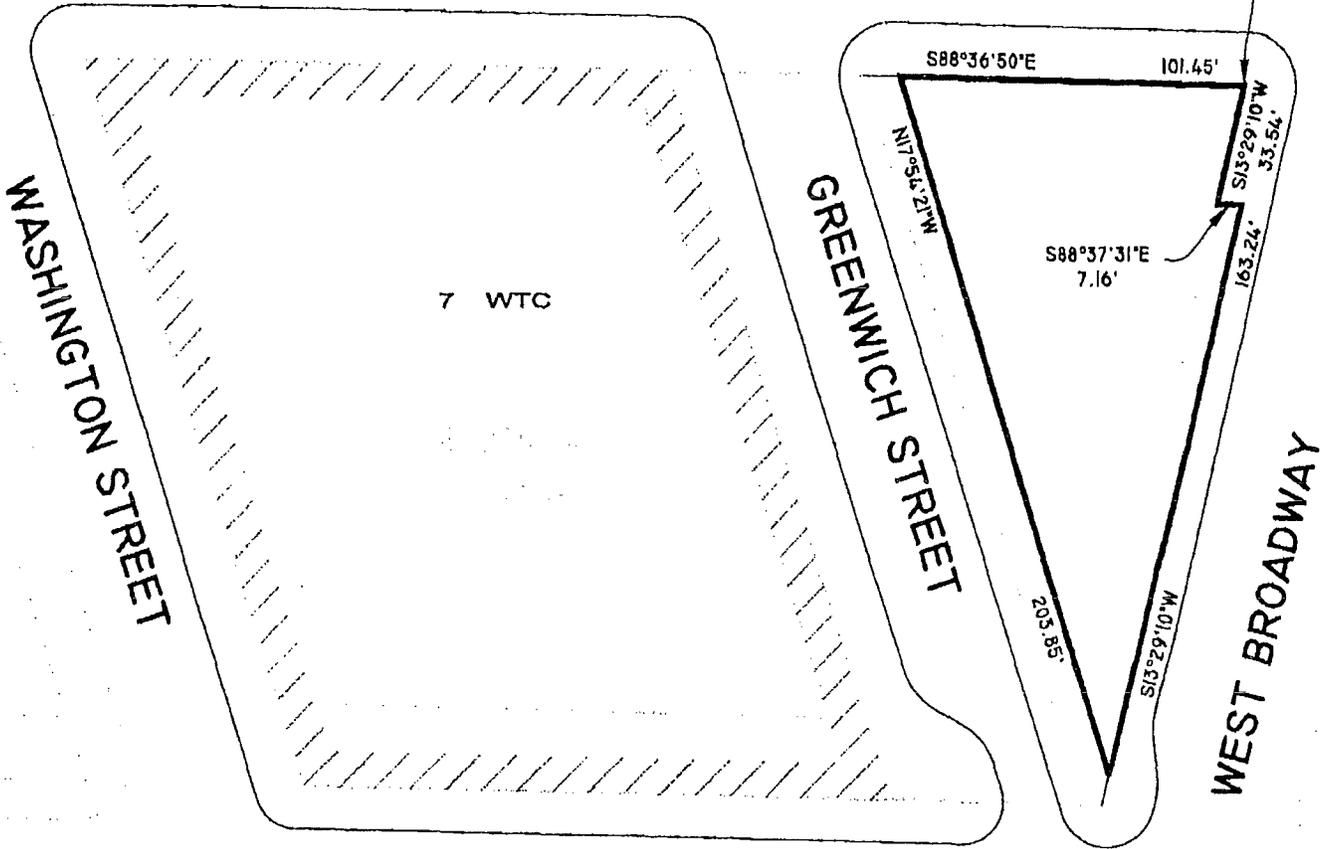
BEGINNING at the point formed by the intersection of the southerly line of Barclay Street with the westerly line of West Broadway, having the Borough President of Manhattan coordinates of North 5447.62 West 9798.86:

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



7 WTC

WASHINGTON STREET

GREENWICH STREET

WEST BROADWAY

VESEY STREET

SILVERSTEIN PARCEL - I

1" = 50'

PA RETAINED PARCEL

