

THIS INDENTURE, made the ²⁷ day of ~~March~~ ^{February} nineteen hundred and eighty ~~three~~ between THE CITY OF NEW YORK, a municipal corporation, having its principal office at City Hall, Borough of Manhattan, City and State of New York, (the "Grantor"), and Patrick F. Kelly and Muriel J. Kelly residing at 22 West 9th Road, Broad Channel, New York, 11693 (the "Grantee");

WHEREAS Chapter 756 of the laws of 1973 authorized the City of New York to sell the hereinafter described property upon terms approved by the Board of Estimate, and

WHEREAS, the Board of Estimate of the City of New York, by resolutions duly adopted on the 10th day of September, 1981, Calendar No. 132, and the 19th day of August, 1982, Calendar No. 151, and on the 12th day of April, 1984, Calendar No. 204, ("the Resolutions"), and after the appraisal under the direction of said Board, ordered and directed the sale of the premises herein granted;

NOW, THEREFORE, WITNESSETH: That the Grantor in consideration of the sum of _____ DOLLARS and other good and Consideration Previously paid _____ valuable consideration, paid by the Grantee, does hereby remise, release and quit claim unto the Grantee, the heirs or successors and assigns of the Grantee forever,

All that certain piece or parcel of land, together with any improvements thereon, situate, lying and being in the County of Queens, City and State of New York, described on Schedule A attached hereto.

ALSO DESIGNATED as Section 58, Block 15313, Part of Lot 4 on the current Tax Map for the Borough of Queens, City of New York.

AND said premises further known as 22 West 9th Road, Broad Channel, Queens, New York.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises to the extent owned by the Grantor.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

SUBJECT TO: (a) the terms of the Resolutions, and (b) those terms and conditions of the Contract by and between Grantor and Grantee for the purchase and sale of the premises being granted herein which survive the delivery of this quit claim deed; a copy of said contract being attached hereto as Exhibit A and being incorporated by reference herein.

This is a correction deed given to correct the description, map designations, and consideration in the deed and attached contract from the City of New York to the grantee, recorded on November 13, 1984 in the office of the City Register County of Queens, in Reel 1768, Page 1515.

IN WITNESS WHEREOF, the Grantor has caused these presents to be subscribed to by the Deputy Commissioner of General Services, Division of Real Property and by the City Clerk and its corporate seal to be hereunto affixed as of the day and year first above written.

Approved as to form

Edward J. Padonaky
Assistant Corporation Counsel

THE CITY OF NEW YORK

By *Michael J. Cusack*
Acting Deputy Commissioner of
General Services,
Division of Real Property

By

City Clerk

Agreed and consented to

Patrick F. Kelly
Grantee Patrick F. Kelly

Delivery Accepted,

Patrick F. Kelly
as Attorney and Attorney
in fact for Grantee

Date *2/27/84*

Muriel J. Kelly *On Patrick F. Kelly*
Grantee Muriel J. Kelly

EXHIBIT A

THIS IS A CONTRACT FOR THE SALE AND PURCHASE
OF REAL PROPERTY. CONSULT AN ATTORNEY BEFORE
SIGNING IT.

CONTRACT OF SALE

Date: CONTRACT OF SALE ("Contract") made as of the9..... day of
...Oct. to bee... 1984.

Parties: BETWEEN The City of New York, a municipal corporation of the
State of New York ("Seller or the City"), with an office at City
Hall, New York, New York, which agrees to sell and Patrick F.
Kelly and Muriel J. Kelly ("Purchaser"), residing at 22 West 9th
Road, Broad Channel, New York 11693, who agrees to buy the
property described in paragraph 3 hereof, for the following
prices and other payments:

Purchase Price:	1. The purchase price is \$1,300, payable as follows: On the signing of this Contract, by check subject to collection:	\$130 \$1,170
	Balance at Closing:	\$1,300 and
Other Payments (not part of purchase price)	2. The other payments of the Grinder Pump Fund deposit: (see §17(b)(11)(A)(1)) Grinder Pump Fund additional deposit: (see §17(b)(11)(A)(2))	\$500 \$1,500 Total \$2,000

Premises: 3. The property being hereby sold is described on Schedule A
attached hereto, and includes all of Seller's right, title and
interest, if any, to all buildings and improvements located
thereon, including all existing fixtures and articles of
personal property attached to or used in connection therewith,
known as

Street Address: 22 West 9th Road, Broad Channel, Queens, New
York 11693

(the "Premises"), to the extent owned by Seller, except that
Seller reserves for itself any interest, easement or other
property right, it has or may acquire by condemnation or
otherwise of any part or portion of the Premises, lying within
the bed of any street, avenue, parkway, expressway, park, public
place or catch-basin as said street, avenue, parkway,
expressway, park, public place or catch-basin is shown on the
present City Map. The Purchaser, his successor and assigns shall
only be entitled as compensation for the acquisition of the land
by the City to the amount of One Dollar (\$1.00), but shall be
entitled to compensation for any building or structure erected
thereon within the lines of such street, avenue, parkway,
expressway, park, public place or catch-basin so laid out and
acquired. This covenant shall be binding upon and run with the
land and shall endure until the City Map is changed so as to
eliminate the Premises from within the lines of said street,
avenue, parkway, expressway, park, public place or catch-basin
or any part or portion thereof and no longer.

Physical Condition of Premises: 4. Purchaser acknowledges and agrees that: (1) Seller has made
no representation in respect of the Premises except as stated
in this Contract; (2) Purchaser has examined and investigated to
his full satisfaction the physical dimensions, nature and
condition of the Premises hereby agreed to be sold and accepts
the same "as is" (a) in its present condition and repair,
subject to further continued use of the Premises to the date of
the closing of title; and (b) acknowledges that the locations,

distances, courses and dimensions of the Premises are as shown on the attached Schedule A. In the event that Schedule A does not contain a description based on a recent survey, and such a survey, certified to Sellers' satisfaction, shows that Exhibit A contains inaccuracies or otherwise needs adjustment, Seller shall, to the extent possible, issue the deed or a corrective deed, as appropriate, in accordance with said survey and, in its discretion, adjust the Purchase Price to reflect the dimensions of the Premises as shown on the survey. Purchaser shall thereupon pay the adjusted Purchase Price and release and hold Seller harmless from any and all liability arising out of any such inaccuracy or adjustment; and (3) Purchaser, in executing this Contract, and in undertaking to perform and in performing the same, has not relied upon any statements or representations or information by whomsoever made, except as they are set forth in this Contract.

Acceptable Funds:

5. All money payable under this Contract, unless otherwise specified, shall be either certified check(s) of Purchaser, or an official check(s) of any bank, savings bank, trust company, or savings and loan association having a banking office in The City of New York, payable to the order of Seller (or as Seller otherwise directs), or to the order of Purchaser and duly endorsed by Purchaser (if an individual) to the order of Seller in the presence of Seller or Seller's attorney.

"Subject to" Provisions:

6. The Premises are to be transferred subject to:

- a. Laws, governmental rules and regulations and any violations thereof that affect the use and maintenance of the Premises.
- b. Consents for the erection of any structures on, under or above any streets on which the Premises abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, and other structures, if any, upon any street or highway.
- d. Property rights of others, claims, liens, encumbrances, security interests, conditions, charges, notices of pendency, and other interests, covenants, restrictions, rights of way and easements whether of record or not, actual, implied, constructive or created by necessity.
- e. The restriction that no building, structure or other improvement whatsoever, shall be erected or permitted to be erected or exist on the Premises, other than those erected or existing on the Premises as of August 19, 1982 and repairs, replacements or additions thereto, including one of either a free standing automobile garage or boat garage or tool shed for the personal use of the occupant of the Premises, subject to applicable law, and repairs, replacements or additions thereto. This restriction shall be binding upon and run with the Premises.
- f. Any state of facts an accurate survey might show.
- g. Rights of tenants or others in possession, if any.

Closing Defined and Form of Deed:

7. "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this Contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a quitclaim deed in proper statutory form for recording so as to convey, subject to the terms of this Contract, all title, interests, and/or claims which Seller may have in the Premises. This Contract shall be annexed to and recorded with said deed.

Closing Date and Place:

8. Closing will take place at the office of The City of New York, Division of Real Property, 2 Lafayette Street, New York, New York or such other place as Seller shall designate at

4:30 o'clock on October 22, 1984.

Broker:

9. Purchaser hereby states that Purchaser has not dealt with any broker in connection with this sale. Purchaser shall indemnify and hold Seller harmless for any and all claims for brokerage commissions.

- Apportionments:** 10. Rents are to be apportioned as of midnight of the day before Closing. Seller shall refund to Purchaser any unaccrued portion of prepaid rent. Real property taxes, as determined by a real property tax assessment, shall be retroactively applied and apportioned to the Closing Date.
- Other Charges:** 11. Purchaser acknowledges that Purchaser is liable for and shall pay at Closing, if not paid, all rents, assessments, water charges, sewer rents, sanitation charges, vault charges and other charges, if any, with respect to the Premises.
- Deed Transfer and Recording Taxes:** 12. At Closing, Seller shall deliver a duly completed New York City Real Property Transfer Tax Return. Purchaser agrees to duly complete the tax return, to pay all transfer and/or recording taxes and fees payable by reason of the delivery or recording of the deed, and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after Closing.
- Condition to Conveyance:** 13. This Contract and the conveyance to be made hereunder is authorized pursuant to Chapter 756 of the laws of 1973 of the State of New York, the resolutions of the Board of Estimate of the City, adopted September 10, 1981 (Cal. No. 132) and August 19, 1982 (Cal. No. 151), and compliance with Section 197(c) of the New York City Charter.
- Seller's Failure to Convey - Limitation of Liability:** 14. If Seller does not transfer title to Purchaser, Seller's sole liability shall be to refund all money paid on account of this Contract. Upon such refund and payment this Contract shall be considered cancelled, and neither Seller nor Purchaser shall have any further rights against the other.
- Purchaser's Default:** 15. If Purchaser shall be in default of this Contract, by failure to tender consideration or otherwise, Seller shall retain all money paid on account of this Contract as liquidated damages, this Contract shall be considered cancelled and neither Seller nor Purchaser shall have any further rights against the other by virtue of this Contract.
- Statutory Representations:** 16. Purchaser warrants and represents:
(a) to be in possession of the Premises for purposes of Section 5-1311 of the General Obligations Law; (b) that any liability to a contractor for improvement of the Premises is as a result of Purchaser's contract with such contractor and for purposes of Lien Law Section 13 or otherwise, Seller did not expressly or impliedly undertake to pay or assume payment for any such work; and (c) that it is purchasing the Premises as a lessee thereof in accordance with Chapter 756 of the laws of 1973 of the State of New York.
- Sewers:** 17. (a) It is expressly understood and agreed by the Parties that it is Seller's intention to construct a sewer system to service the entire area known as Broad Channel, Queens (the "Sewer System") of which the Premises form a part thereof. In connection therewith, Purchaser acknowledges that:
(1) the City's four year capital financing program for fiscal years 1983-1986, provides that, commencing with fiscal year 1984, water and sewer capital projects shall be financed through the issuance and sale of water and sewer bonds. Accordingly, the commitment of City capital funds for construction of the Sewer System is contingent upon (A) authorization from the State of New York for water and sewer bond financing; and (B) closing of such financing in the amounts required by the City's capital financing program. Upon the occurrence of A and B above, commencing with fiscal year 1984 and continuing as necessary through completion, Seller shall include in the Mayor's Executive Budget and the Mayor shall present same for approval by the City's Board of Estimate and City Council, the funding required for the construction of the Sewer System;

(11) due to Broad Channel's unique geographic characteristics, an unconventional, low pressure sewer system ("LPSS") must be utilized, which system involves additional costs and requires different maintenance than that of a conventional sewer system.

(b) In connection with §17(a) above, the Parties agree as follows:

(i) Subject to §17(a)(1), Seller shall at its sole cost and expense:

A. construct and continuously maintain a gravity collector sewer, pumping station and force main on Cross Bay Boulevard which will connect the pumping station to the Rockaway sewage treatment plant;

B. construct a piping system (the "Laterals"), which will connect the on Premises LPSS equipment (the "Grinder Pump") to the gravity collector sewer; and

C. upon completion of the LPSS, assign to a not-for-profit corporation formed by the residents of the community commonly known as Broad Channel, Queens (the "Corporation") whose members shall include all Purchasers, their heirs, successors and assigns, the guarantees and warranties issued by any contractor, vendor, materialman or laborer for the Laterals, the Grinder Pump and their component parts, if any.

(11) Purchaser consents to the entry upon the Premises, at all reasonable times, of all City personnel, employees, agents, contractors, subcontractors and representatives who shall install and connect the Grinder Pump and house connector to the Laterals (the "Hook Up");

(11) Purchaser shall, at its sole cost and expense:

A. purchase and pay the cost of installation of the Grinder Pump on the Premises. Purchaser shall deposit:

1. the sum of \$500 upon Closing; and
2. the additional sum of \$1,500 within ten (10) days after notice from Seller that it has awarded a contract or contracts for construction of the force main; all for application to the costs of the purchase and installation of the Grinder Pump (the "Grinder Pump Fund"). Seller and Corporation shall jointly hold and control the Grinder Pump Fund in an interest bearing account and disburse said fund for the purposes set forth above. In the event that the sum in the Grinder Pump Fund is greater than the cost of the purchase and installation of the Grinder Pump, the excess sums shall be refunded to Purchaser; any deficiency shall be promptly paid by Purchaser;

9. promptly reimburse Seller for the cost of the Hook Up;

C. continuously maintain, repair and/or replace, as necessary, the Grinder Pumps and Hook Up by purchasing and continuously keeping in force a service contract with an independent contractor to perform and pay the costs of service, maintenance, repair and/or replacement, as necessary, and all parts and labor charges related thereto. Upon demand, Purchaser shall furnish Seller proof that said service contract is in force. In the event that Purchaser does not promptly fulfill said responsibilities, Purchaser consents to the entry upon the Premises, at all reasonable times, of all City personnel, employees, agents, contractors, subcontractors and representatives to service, maintain, repair and/or replace the Grinder Pumps and to pay to the City all expenses incurred thereby;

D. continuously maintain, repair and/or replace, as necessary, the Laterals by depositing with the Corporation upon Closing the sum of \$125, constituting permanent membership of the Purchaser, his heirs, successors and assigns in the Corporation, and Purchaser's proportionate share of either a service contract with an independent contractor or an insurance policy acceptable to Seller, with an insurance company licensed to do business in the State of New York, for the maintenance, repair and/or replacement of the Laterals, to be held by the Corporation. In addition, Purchaser shall thereafter, from time to time, pay to Corporation upon demand, all sums to be assessed for Purchaser's proportionate share of the costs to be incurred in connection with the maintenance, repair and/or replacement, as necessary, of the Laterals;

(c) The obligations set forth in the above subsections (ii) and (iii) are binding upon the Parties, their heirs, successors and assigns, shall run with the Premises, failure to pay all sums when due shall result in a lien against the Premises, and all obligations shall survive delivery of the deed and Closing.

Entire Agreement: 18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

Changes Must be in Writing: 19. This Contract may not be changed or cancelled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the Parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

Singular Also Means Plural: 20. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

Notices: 21. All notices shall be in writing, if to Purchaser at the address of the Premises; if to the City, City of New York, Division of Real Property, 2 Lafayette Street, New York, New York 10007, Attention: Deputy Commissioner of Division of Real Property, and shall be deemed to have been given or served for all purposes three (3) days after the date when sent by certified or registered mail, return receipt requested.

Patrick F. Kelly
Purchaser

Daniel J. Kelly
Purchaser

The City of New York

Approved as to Form:

Joan Ghiselli
Assistant Corporation Counsel

[Signature]
By: Deputy Commissioner
of General Services
Division of Real Property

Block 15313/19B/5242
West 9th Road

Survey No. 237

Name: Patrick & Muriel Kelly
Address 22 West 9th Road
Location BROAD CHANNEL, QUEENS

ALL that certain plot, piece or parcel of land, together with any improvements thereon, situate, lying and being in The County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 9th Road (as now open and in use, 30.00 feet wide) distant 25.00 feet easterly from the corner formed by the intersection of the southerly side of West 9th Road and the westerly side of Shad Creek Road (as now open and in use, 25.00 feet wide); running thence southerly at right angles to the southerly side of West 9th Road, 100.00 feet; thence easterly at right angles to the last mentioned line, 25.00 feet; thence northerly at angles to the last mentioned line, 100.00 feet to the southerly side of West 9th Road; thence westerly along the southerly side of West 9th Road, 25.00 feet to the point or place of BEGINNING.

Section 58

Block 15313

Lot 4

Block 15313/West 9th Road/West of Power

STATE OF NEW YORK, COUNTY OF NEW YORK SS:

On this 19th day of February 1983, before me personally came MICHAEL DIRZULAITIS, to me known and known to me to be the Acting Deputy Commissioner of General Services, Division of Real Property of the City of New York, and the same person who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of the City of New York as said Deputy Commissioner of General Services, Division of Real Property pursuant to the authority vested in him by resolution of the Board of Estimate, date and calendar number, set forth in the within instrument.

John A. Puccio

Notary Public, State of New York
County of New York
Certificate filed in New York County
Commission Expires July 27, 1988

STATE OF NEW YORK, COUNTY OF NEW YORK SS:

On this 22nd day of Feb. 1983, before me personally came CARLOS CUEVAS, with whom I am acquainted and known to me to be the City Clerk of the City of New York, being by me duly sworn, deposes and says that he resides at 750 Kappock Street, Bronx, New York 10463; that he is the City Clerk of the City of New York, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law; and that he signed his name thereto as City Clerk by like authority.

Norma Lopez
Norma Lopez
Commissioner of Deeds
City of New York - No. 3-2101
Certificate filed in New York County
Commission Expires February 1, 1989

STATE OF NEW YORK, COUNTY OF NY

SS:

On the 27 day of Feb. 1983, before me personally came Patrick F. Kelly and Muriel J. Kelly by *Patrick F. Kelly* to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Edward Sadogzsky
EDWARD SADOZSKY
Notary Public, State of New York
No. 314-03174
Qualified in New York County
Commission Expires September 8, 1988

Correction Deed
QUIT CLAIM DEED

THE CITY OF NEW YORK

to

Patrick F. Kelly
and
Muriel J. Kelly

SECTION 58

BLOCK 15313 ~~PART OF~~ LOT 4

as shown on the current Tax Map of
the City of New York, County of Queens

*(Tentative Tax Lot 4)

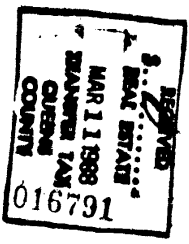
Record and Return to:

Patrick F. and Muriel J. Kelly
22 West 9th Road
Broad Channel, NY 11693

Block 15313
Lot 4

REEL 2568 PAGE 0598

PAID 02-02 88-11-00 264626
PAID 02-02 88-11-00 264625
PAID 02-02 88-11-00 264624



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STATE OF NEW YORK, COUNTY OF NY

SS: *Norma Lopez*
Norma Lopez
Commissioner of Deeds
City of New York - No. 3-2101
Certificate filed in New York County
Commission Expires February 1, 1989

On the 27 day of Feb 1988 before me personally came Patrick F. Kelly and Muriel J. Kelly by *Patrick F. Kelly* to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Edward Sadowsky
EDWARD SADOWSKY
Notary Public, State of New York
No. 314289774
Qualified in New York County
Commission Expires September 8, 1988

Correction Deed
QUIT CLAIM DEED

SECTION 58

BLOCK 15313 PART OF LOT 4

as shown on the current Tax Map of the City of New York, County of Queens

THE CITY OF NEW YORK

to
Patrick F. Kelly
and
Muriel J. Kelly

*(Tentative Tax Lot 4)

Record and Return to:

Patrick F. and Muriel J. Kelly
22 West 9th Road
Broad Channel, NY 11693