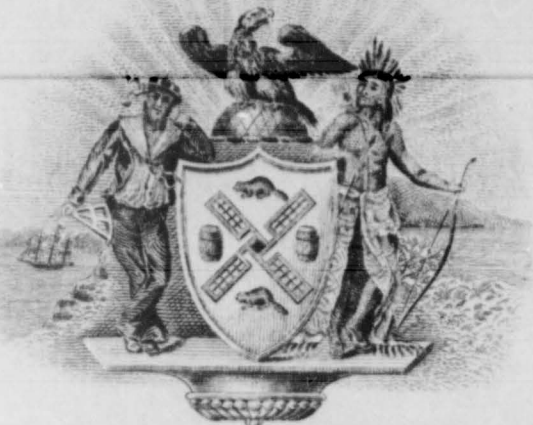


BOX
005
FOLDER
063

**Sinking Fund,
Commissioners of**

1913, Sept.-Dec.



JOHN KORB, JR.
~~HENRY J. WALSH~~
SECRETARY

COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

September 23, 1913

Robert Adamson, Esq.,
Secretary to the Mayor.


Dear Mr. Adamson:-

// In reply to your communication of the 9th inst. enclosing a communication from the British Acting Consul General ~~addressed to the Mayor~~ concerning the revenue derived from the beaches of this city, I desire to advise you that the city does not own any beaches, other than the strip between the Ocean Parkway and the Dreamland property on Coney Island and that no revenue is derived therefrom.

The Acting Consul General also inquires as to the rates charged to ratepayers for municipal service, namely, maintenance of roads, footpaths, etc., and whether or not any of those rates can be applied for the upkeep of beaches and reserves.

In answer to this inquiry, I beg to state that the cost of maintenance of roads, foot-paths, etc. is included in the yearly budget and made a part of the whole tax levy.

Yours truly,


Secretary



JOHN KORB, JR.
~~HENRY J. WALSH~~

SECRETARY

COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

October 1, 1913

Dear Mr. Matthews:

I beg to acknowledge receipt of your communication of the 29th ult., asking that I notify Mr. Hugo Hirsch, 391 Fulton Street, Brooklyn, when the matter of the proposed exchange of lands (Clarkson Street Hospital and Long Island State Hospital) is to come up before the Sinking Fund Commission.

A bill was passed at the last session of the legislature authorizing the exchange of the properties in question.

The initiative will have to be taken by the Attorney General on behalf of the State, making application for the exchange. Nothing has as yet been received from the Attorney General, and no action is likely to be taken until it is received.

I have made a note of your request, and will see that Mr. Hirsch is notified when the matter is on the Sinking Fund calendar for consideration.

Very truly yours,

Secretary.

Mr. James Matthews,
Executive Secretary,
Mayor's Office,
City Hall, New York.

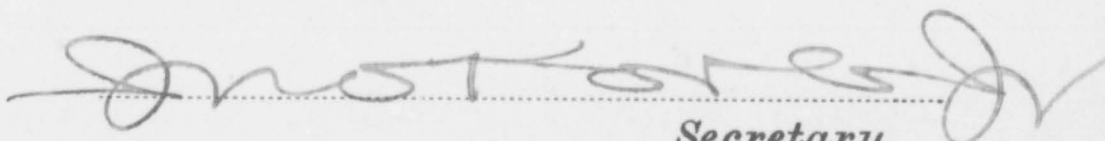
COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

New York, October 14, 1913

Sir:

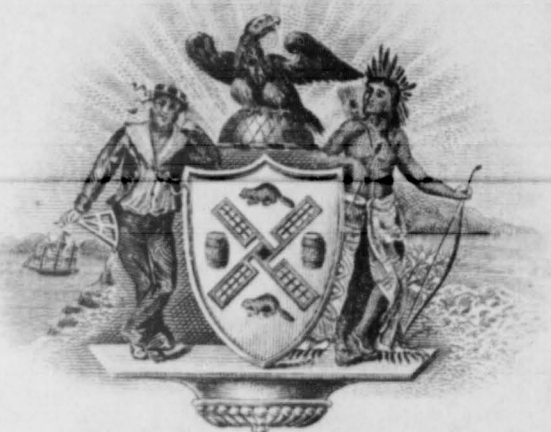
*You are requested to attend a meeting
of the Commissioners of the Sinking Fund in
the Meeting Room (Room 16), City Hall,
at Eleven o'clock A. M., on
Wednesday, October 22, 1913*

Respectfully,


Secretary.

Hon. Ardolph L. Kline,

.....
Mayor



JOHN KORB, JR.
~~HENRY J. WALSH~~

SECRETARY

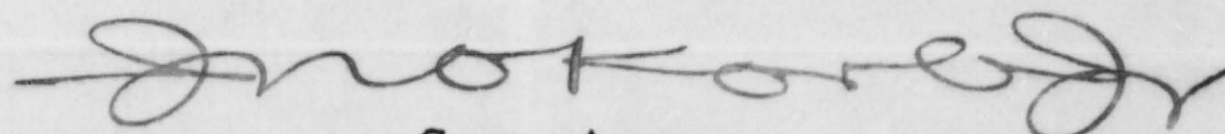
COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

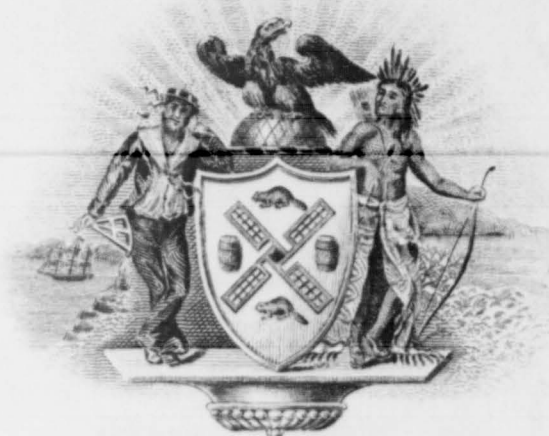
October 17, 1913

Hon. Ardolph L. Kline,
Mayor.
Dear Sir:

I beg to advise you that the meeting of the Commissioners of the Sinking Fund called for Wednesday, October 22, 1913 has been postponed until eleven o'clock in the forenoon on Wednesday October 29, 1913.

✓
Very truly yours,


Secretary.



COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

JOHN KORB, JR.
~~HENRY J. WALSH~~
SECRETARY

October 28, 1913

Hon. Ardolph L. Kline,
Mayor.

Dear Sir:

The meeting of the Commissioners of the Sinking Fund called for 11 O'clock tomorrow morning, will held at 11-30 o'clock instead, on account of the Taxpayers' hearing before the Board of Estimate and Apportionment commencing at 10-30. A.M.

Very truly yours,

John Korb, Jr.
Secretary.



COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

JOHN KORB, JR.
~~HENRY J. WALSH~~

SECRETARY

October 29, 1913

Hon. Ardolph L. Kline,
Mayor.

Dear Sir:

I transmit herewith a certified copy of resolution adopted by the Commissioners of the Sinking Fund at meeting held this day, authorizing you to execute for and on behalf of the City of New York, the release from the State of New York to the City of New York, of all the right and title of the State in and to a certain lease dated April 15, 1907, letting and demising to the People of the State of New York certain premises situated on the northerly side of 73rd Street and the southerly side of East 74th Street and Exterior Street, in the Borough of Manhattan, for a term of fifty years from October 1, 1906.

Very truly yours,

Secretary

Mayor

COMMISSIONERS OF THE SINKING FUND

OF THE

CITY OF NEW YORK

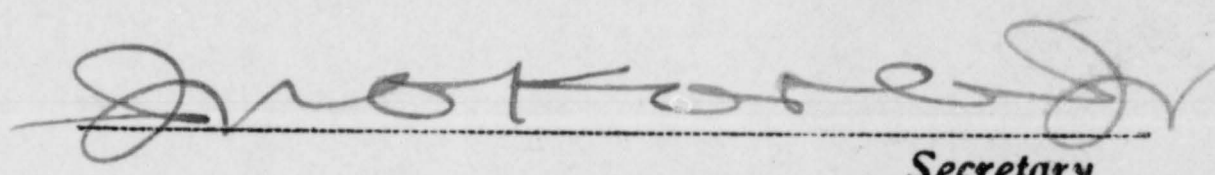
(12)

Resolved, That, pursuant to the provisions of section 205 of the Greater New York Charter, as amended, the Commissioners of the Sinking Fund hereby assign to the Board of Education the following property located in the Borough of Manhattan, City and State of New York, bounded and described as follows:

Beginning at a point in the northerly side of 73d street, distant 423 feet easterly along the same from the intersection of the said northerly side of 73d street and the easterly side of Avenue A; and running thence northerly, parallel with the said easterly side of Avenue A, 204 feet 4 inches to the southerly side of 74th street; thence easterly along the said southerly side of 74th street, 257 feet 7½ inches to the westerly side of Exterior street; thence southerly along the said westerly side of Exterior street, 205 feet 1¾ inches to the northerly side of 73d street, and thence westerly along the said northerly side of 73d street, 239 feet 5½ inches to the point of beginning;

—such assignment to take effect upon the final delivery of the release of said property from the State of New York to The City of New York.

**A True Copy of Resolution adopted by the
Commissioners of the Sinking Fund,
October 29, 1913.**



Secretary.

(12A)

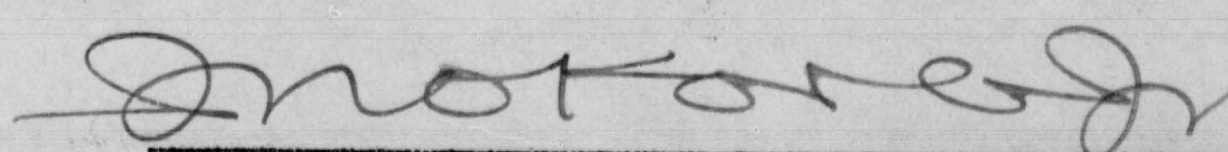
Resolved, That, pursuant to the provisions of section 205 of the Greater New York Charter, as amended, the Commissioners of the Sinking Fund hereby assign to the Public Recreation Commission the following described property, located in the Borough of Manhattan, City and State of New York, bounded and described as follows:

Beginning at a point formed by the intersection of the northerly line of East 67th street with the westerly line of 1st avenue; running thence westerly along the northerly line of East 67th street, 300 feet; thence northerly and parallel with 1st avenue 200 feet 10 inches to the southerly line of East 68th street; thence easterly along the southerly line of East 68th street 300 feet to the westerly line of 1st avenue; thence southerly along the westerly line of 1st avenue 200 feet 10 inches to the northerly line of East 67th street; the point or place of beginning;

—such assignment to take effect upon the final delivery of the releases of the 73d street property, and to continue during the pleasure of the Commissioners of the Sinking Fund, and be it further

Resolved, That the Mayor be and is hereby authorized to execute for and on behalf of The City of New York, the release from the State of New York to The City of New York of all the right and title of the State in and to a certain lease dated April 15, 1907, letting and demising to the People of the State of New York, certain premises situated on the northerly side of East 73d street and southerly side of East 74th street and Exterior street, in the Borough of Manhattan, for a term of fifty years from October 1, 1906.

**A True Copy of Resolution adopted by the
Commissioners of the Sinking Fund,
October 29, 1913.**



Secretary.

COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

New York, October 29, 1913

Sir:

*You are requested to attend a meeting
of the Commissioners of the Sinking Fund in
the Meeting Room (Room 16), City Hall,
at Eleven o'clock A. M., on
Wednesday, November 5, 1913*

Respectfully,

[Signature]
Secretary.

Hon. Ardolph L. Kline,

Mayor.



JOHN KORB, JR.
~~HENRY J. WALSH~~

SECRETARY

COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

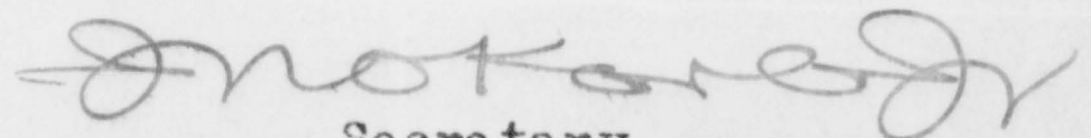
November 5, 1913

Hon. Ardolph L. Kline,
Mayor.

Dear Sir:

Owing to the lack of a quorum, the meeting of the Commissioners of the Sinking Fund called for Eleven o'clock this morning, has been adjourned until Four o'clock this afternoon.

Very truly yours,


Secretary.

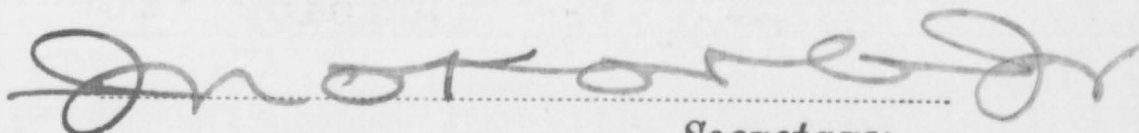
COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

New York, November 13, 1913

Sir:

*You are requested to attend a meeting
of the Commissioners of the Sinking Fund in
the Meeting Room (Room 16), City Hall,
at Eleven o'clock A. M., on
..... Wednesday, November 19, 1913*

Respectfully,


Secretary.

*Hon. Ardolph L. Kline,
Mayor.*

COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

New York, Nov 21 1913

Sir:

You are requested to attend a meeting
of the Commissioners of the Sinking Fund in
the Meeting Room (Room 16), City Hall,
at 11 o'clock A. M., on

Friday November 28. 1913

Respectfully,

John K. ...
Secretary.

Hon. *Augustus L. Keene*
Mayor

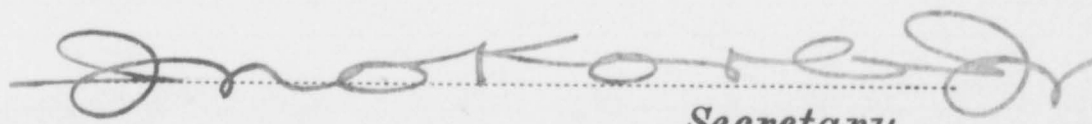
COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

New York, December 8, 1913

Sir:

*You are requested to attend a meeting
of the Commissioners of the Sinking Fund in
the Meeting Room (Room 16), City Hall,
at Eleven o'clock A. M., on
Wednesday, December 17, 1913*

Respectfully,


Secretary.

Hon. Ardolph L. Kline,

Mayor.

✓

Sinking Fund
Dec 17

December 15, 1913.

To THE COMMISSIONERS of THE SINKING FUND:

Gentlemen:-

On October 31, 1913, the Commissioner of Docks recommended and requested the Commissioners of the Sinking Fund to approve and consent to the execution by the Commissioner of Docks of a lease to the Lehigh Valley Railroad Company of the following described property on the North River, Borough of Manhattan:

PARCEL "A:" (Pier new #8, near the foot of Rector Street.

Beginning at a point in the bulkhead line established by the Secretary of War in 1890, distant 165 feet northerly from the northerly side of Pier 7; running thence westerly, parallel with and distant 165 feet northerly from the northerly side of Pier 7 to the pierhead line established by the Secretary of War March 1, 1913; running thence northerly along said pierhead line to an intersection with the northerly line of Pier 8, distant 75 feet northerly from the first described course, measured at right angles therewith; running thence easterly, parallel with and 75 feet northerly from the first described course to the bulkhead line established by the Secretary of War in 1890; running thence southerly along said bulkhead line 75 feet to the point or place of beginning.

PARCEL "B:" (Pier new #9, near the foot of Carlisle Street.

Beginning at a point in the bulkhead line established by the Secretary of War in 1890, distant 160 feet southerly from the southerly side of Pier 10; running thence westerly, parallel with and distant 160 feet southerly from the southerly side of Pier 10 to the pierhead line established by the Secretary of War March 1, 1913; running thence southerly along said pierhead line to an intersection with a line parallel with and 60 feet southerly from the first described course; running thence easterly parallel with and 60 feet southerly from the first described course to the bulkhead line established by the Secretary of War in 1890; running thence northerly along said bulkhead line 60 feet more or less to the point or place of beginning.

PARCEL "C:"

The bulkhead beginning at a point in the bulkhead line established by the Secretary of War in 1890, distant 143.17 feet, more or less, northerly from the northerly line of Pier new No. 7, being the northerly line of the property now or formerly owned by the Delaware, Lackawanna and Western Railroad, and leased to the Baltimore and Ohio Railroad Company;

running thence northerly along said bulkhead line a distance of 195 feet, more or less, to a point midway between Piers new No. 8 and new No. 9, together with a marginal wharf, street or place extending a distance of 50 feet inshore from and parallel with said bulkhead.

PARCEL "D:"

The bulkhead beginning at a point in the bulkhead line established by the Secretary of War in 1890 midway between Pier new No. 8 and Pier new No. 9, North River; running thence northerly a distance of 266 feet, more or less, to the line of property owned by The City of New York and leased to the Central Railroad Company of New Jersey, said line being 52 feet more or less southerly from the southerly line of Pier new No. 10 extending a distance of 50 feet inshore from and parallel with said bulkhead.

The lessee to have the right to erect and maintain on Parcels "A," "B," "C," and "D" sheds for the protection of freight in transit.

The lease to commence on the date that the Chief Engineer of the Department of Docks and Ferries shall report that the first of said parcels, together with the sheds thereon, is completed and ready for occupancy, but not later than two years from the date of vesting of title in the City of the property covered by Piers old Nos. 8, 9, 10 and 11, together with the adjoining bulkheads to be acquired from private parties, and shall be for a term of ten years, with privilege of three renewals of ten years each and one additional renewal of one year.

The rental for the first term to be 27-1/2 cents per square foot per annum for the difference in the area between the land under water covered by such portions of Piers old Nos. 8, 9, 10 and 11 as are owned by private parties and land under water covered by Piers new Nos. 8 and 9, and in addition one dollar (\$1) per annum for the remainder of the property leased to the Company.

The rental for each renewal period shall be ten (10) per cent. advance on the rental of the preceding term.

The City to acquire all the right, title and interest of the private owners in Piers old Nos. 8, 9, 10 and 11, together with

the adjoining bulkhead, and the Company shall defray the entire cost. To secure the performance of this obligation the Company, at the time of the delivery of the lease, shall deposit One Hundred Thousand Dollars (\$100,000) with the Comptroller.

Upon the vesting of title in the City the Company shall at once proceed with the improvement of the waterfront, including the building of Piers new Nos. 8 and 9, the new bulkhead wall, sheds on said piers and the marginal street, filling in in rear of bulkhead wall, and the paving with granite block pavement of marginal street, wharf or place.

All improvements made or erected under the terms of the lease to be done under the approval, direction and supervision of the Chief Engineer of the Department of Docks and Ferries, and shall become the property of the City at the expiration or sooner termination of the lease or any renewal thereof, except the filling in or pavement, in which the Company will have no right, title or interest.

I am advised that the entire improvement, including the acquisition of the property, will cost at least \$2,750,000, segregated as follows:

The acquisition of property	\$1,750,000
Removal of Piers (old) Nos. 8, 9, 10 and 11	10,000
New bulkhead wall	180,000
Construction of new piers and sheds	750,000
Filling in, pavement, and dredging	60,000
- Total -	<u>\$2,750,000</u>

The rental proposed, twenty-seven and one-half cents (27-1/2 cents) per square foot for the excess of the area for the land under water covered by the new Piers 8 and 9 over the privately owned area of land under water covered by the present old Piers 8, 9, 10 and 11, is reasonable, and the same rate is now being charged for land under water along the North River. By

4.

this method the City is getting full rental for land under water and giving credit for the area that has to be purchased.

For the remainder of the privileges given only one dollar annually is charged, because the Company, pursuant to the terms of the lease, furnishes the money for the entire improvement, including the purchase of the privately owned property, the building of the new piers and sheds, the erection of the bulkhead wall, and filling in and paving in rear of the bulkhead. This nominal rental is, in my opinion, sufficient, because the Company must provide for all the carrying charges (both interest and sinking fund) of the money invested, and the land and improvements revert to the City at the expiration or sooner termination of the lease.

The term of forty-one (41) years is fixed in order to permit the Company to finance the proposition on a four (4) per cent. basis. The method of paying for the property and improvements, in the event that the City decides to acquire the property pursuant to the recapture clause, is based upon the same method.

As a general proposition I concur, but in the interests of the City I recommend the following changes in the proposition, which have received the approval of the Commissioner of Docks:

- (1) The term should be reduced from 41 years to 39 years. The 41-year term was based upon amortization at 4 per cent. This is not fair to the City, and is more than fair to the Railroad Company. Money of the Railroad Company under any conditions during the next 39 years must be worth at least 4-1/2 per cent. and it is but proper that they should amortize at that rate.
- (2) It should be specifically stated that in the cost and expense to the Company to be fixed as provided there should not be included anything to be paid for legal service by the Company. The City will bear all necessary legal expenses for the condemnation proceedings, to be reimbursed as provided, such sum so reimbursed to be part of the Company's cost and expense.
- (3) The recapture clause should be modified to provide that the amount to be paid by the City for recapture shall be fixed by arbitration substantially in the manner that arbitrations are provided for in other Dock Department agreements, but in no event shall the amount so fixed by arbitration be greater than that shown

by the method of compensation for recapture provided in the Dock Commissioner's letter, but upon a 4-1/2 per cent. basis and not a 4 per cent. basis; nor less than an amount equal to a proportion of the cost which shall bear the same relation to the cost as the unexpired years of the entire term of 39 years bears to 39 plus ten per cent. of such amount.

- (4) The lease should also provide that if the cost of the improvement is less than \$2,750,000 the Company shall pay an additional rental.

With these modifications, to which the Commissioner of Docks agrees, I recommend the adoption of the attached resolution approving the request, with the modifications as suggested.

Respectfully,

Comptroller.

Transmitted herewith:

Resolution approving request of the Lehigh Valley Railroad Company for lease of certain property on the North River.

- R E S O L U T I O N -
authorizing the COMMISSIONER of DOCKS
to execute a LEASE with the
LEHIGH VALLEY RAILROAD COMPANY.

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- (1) R E S O L V E D, That the Commissioners of the Sinking Fund hereby approve of and consent to the execution by the Commissioner of Docks and Ferries of a lease to the Lehigh Valley Railroad Company, a corporation organized and existing under the Laws of the State of Pennsylvania, having its principal office at Philadelphia, in the State of Pennsylvania, of the following described property on the North River, Borough of Manhattan, The City of New York:

- (2) PARCEL "A:" (Pier new 8, near the foot of Rector Street)

Beginning at a point in the bulkhead line established by the Secretary of War in 1890, distant 165 feet northerly from the northerly side of Pier 7; running thence westerly, parallel with and distant 165 feet northerly from the northerly side of Pier 7, to the pierhead line established by the Secretary of War March 1, 1913; running thence northerly along said pierhead line to an intersection with the northerly line of Pier 8, distant 75 feet northerly from the first described course, measured at right angles therewith; running thence easterly, parallel with and 75 feet northerly from the first described course to the bulkhead line established by the Secretary of War in 1890; running thence southerly and along said bulkhead line 75 feet to the point or place of beginning.

- (3) PARCEL "B:" (Pier new 9, near the foot of Carlisle Street)

Beginning at a point in the bulkhead line established by the Secretary of War in 1890, distant 160 feet southerly from the southerly side of Pier 10; running thence westerly parallel with and distant 160 feet southerly from the southerly side of Pier 10 to the pierhead line established by the Secretary of War March 1, 1913; running thence southerly along said pierhead line to an intersection with a line parallel with and 60 feet southerly from the first described course; running thence easterly parallel with and 60 feet southerly from the first described course to the bulkhead line established by the Secretary of War in 1890; running thence northerly along said bulkhead line 60 feet more or less to the point or place of beginning.

- (4) PARCEL "C:"

The bulkhead beginning at a point in the bulkhead line established by the Secretary of War in 1890, distant 143.17 feet, more or less, northerly from the northerly line of Pier new No. 7, being the northerly line of the property now or formerly owned by the Delaware, Lackawanna & Western Railroad, and leased to the Baltimore and Ohio Railroad Company; running thence northerly along said bulkhead line a distance of 195 feet, more or less, to a point midway between Piers new No. 8 and new No. 9, together with the marginal wharf, street or place extending a distance of 50 feet inshore from and parallel with said bulkhead. ~~Together with the marginal wharf, street or place extending a distance of 50 feet inshore from and parallel with said bulkhead.~~

- (5) PARCEL "D:"

The bulkhead beginning at a point in the bulkhead line established by the Secretary of War in 1890 midway between Pier new No. 8 and Pier new No. 9, North River; running thence northerly a distance of 266 feet, more or less, to the line of property owned by The City of New York and leased to the Central Railroad Company of New Jersey,

said line being 52 feet more or less southerly from the southerly line of Pier new No. 10. Together with the marginal wharf, street or place extending a distance of 50 feet inshore from and parallel with said bulkhead.

- (6) The Lessee shall have the right to erect and maintain on Parcels "A," "B," "C," and "D" sheds for the protection of freight in transit.
- (7) The lease shall commence on the date that the Chief Engineer of the Department of Docks and Ferries shall report that the first of said Parcels "A," "B," "C," or "D", together with the shed thereon, is completed and ready for occupancy, but in any event the lease shall commence not later than two years from the date of the vesting of title in the City of the property described as to be acquired from private owners in paragraph No. 12, excepting that in case labor disturbances or extraordinary emergencies shall interfere with the progress of the work allowance shall be made by the Commissioner of Docks and Ferries for the time the work is suspended or interfered with.
- (8) The first term of the lease shall expire ten years from the date the Chief Engineer of the Department of Docks and Ferries shall report that the first of said Parcels "A," "B," "C," or "D", together with the shed thereon, is completed and ready for occupancy, but in any event such first term shall expire not later than twelve years from the date of the vesting of title in The City of the private interests to be acquired and as more particularly described in paragraph No. 12.
- (9) The Lessee shall have the privilege of two (2) renewals of ten (10) years each and one additional renewal of nine (9) years, or otherwise in accordance with the provisions of paragraph 10.
- (10) The rental for the first term of ten (10) years shall be fixed as follows:

The area of land under water covered by piers new No. 8 and new No. 9 shall be ascertained by the City, and there shall be deducted therefrom the area of land under water covered by such portions of piers old Nos. 8, 9, 10 and 11 as are owned by private parties, and

for the excess area the Company shall pay rent, quarterly in advance to the City at the rate of 27-1/2 cents per square foot per annum. In addition to the rental for the said land under water the Company shall pay to the City a nominal rent of one dollar (\$1) per annum for the remainder of the property hereby leased to the Company.

If the cost of the improvement, being the entire cost of the condemnation proceeding, including awards, fees of commissioners and experts, and all other necessary disbursements taxed in connection therewith, together with the cost of improving said property, including the building of Piers new Nos. 8 and 9 described in Parcels "A" and "B," the bulkhead wall described in Parcels "C" and "D," together with the sheds erected on said piers or bulkhead, and on the marginal wharf, street or place adjacent thereto; also including the cost of filling in in rear of the said bulkhead and the paving of the marginal street, wharf or place, as more particularly described in paragraph No. 16, ascertained as provided in paragraph No. 19, shall be less than the sum of \$2,750,000, the Company shall pay the City, in addition to the rent above specified, an amount which shall be 5-1/2 per cent. on a sum which shall be equal to the difference between the said sum of \$2,750,000 and such cost.

If the cost of the improvement so ascertained shall be more than said sum of \$2,750,000 the Company shall be entitled to be credited upon the average annual rental for a term of 39 years, for the excess area of land under water (computed at the rate of 27-1/2 cents per square foot per annum), with an amount equal to 5-1/2 per cent. upon the difference between said cost and the said sum of \$2,750,000. In the event that 5-1/2 per cent. on said difference shall exceed the average rental for the excess area of land under water for the term of 39 years, then the term of the lease shall be extended for a period which bears the same proportion to 39 years as the amount of the excess of cost over the sum of \$2,750,000 (over and above a sum upon which 5-1/2 per cent. is equal to the amount of rental for said excess area of land under water) shall bear to \$2,750,000.

- (11) The rental for each renewal term shall be ten (10) per cent. advance on the rental for the preceding term.
- (12) The City shall acquire all the right, title and interest of every kind of the private owners in Piers old Nos. 8, 9, 10 and 11, North River, and the lands under water covered thereby, together with the bulkhead beginning at a point 143.17 feet, more or less, north of the easterly prolongation of the northerly line of Pier new No. 7, being the northerly line of the property now or formerly owned by the Delaware, Lackawanna and Western Railroad Company, and extending northerly a distance of 461 feet, more or less, to the line of the property owned by the City, said line being 52 feet, more or less, southerly from the easterly prolongation of the southerly line of Pier No. 10.
- (13) The Company shall defray the entire cost of such condemnation proceedings, including awards, fees of commissioners and experts, and all other necessary disbursements taxed in connection therewith.
- (14) There shall be paid by the Company to the Comptroller of The City of New York such entire cost incurred by The City of New York for the property so to be acquired immediately upon receipt of written notice that the liability has become a charge against The City of New York, and the amount thereof. To secure the performance of this obligation on the part of the Company, the Company, at the time of the execution and delivery of the lease contemplated, and before the institution of condemnation proceedings, shall pay and deliver to the Comptroller of The City of New York as security for the payment of its liability for the expenses of such condemnation proceedings the sum of One Hundred Thousand Dollars (\$100,000), which the Comptroller of The City of New York shall deposit in a separate account or accounts with duly designated depositaries of The City of New York to be agreed upon with the Company, at such interest as he may be able to obtain, which interest shall accrue to the credit of the Company. Neither the Comptroller nor the City shall be responsible for any larger or greater rate of interest than is actually obtained upon such deposit.

or deposits. The said sum of \$100,000 so deposited, and the interest that may accrue thereon, shall be applicable to the liability of the Company for the cost of such condemnation proceedings and the awards thereof as above specified.

- (15) In the event of the awards and cost of such condemnation proceedings for which the Company is responsible exceeding the said sum of \$100,000 and accrued interest thereon, the Company shall pay to the Comptroller of The City of New York, upon notice as aforesaid and demand, any and all sums necessary to discharge said liability over and above the said sum of \$100,000 and accrued interest.

- (16) Upon the vesting of title in The City of New York of the property described in paragraph No. 12 as that to be acquired from private owners, the Company shall at once proceed with the improvement of the waterfront, including the building of Pier new No. 8 and Pier new No. 9, more particularly described in Parcels "A" and "B," and the stone bulkhead wall as more particularly described in Parcels "C" and "D," together with the sheds on said piers and upon the marginal wharf, street or place extending inshore a distance of 50 feet from said bulkhead. Such improvement shall also include the filling in in rear of said bulkhead and paving of the marginal street, wharf or place extending from said bulkhead line inshore to the westerly line of West Street with new granite block pavement, on concrete foundation; but it is understood and agreed that the portion of the marginal wharf, street or place extending from the westerly line of West Street to a line drawn parallel with and 50 feet inshore from the bulkhead hereby leased shall be owned and controlled by The City of New York, and the Company shall have no right, title or interest therein except the right of access to the property hereby leased.

- (17) If at any time after ten years from the commencement of the lease the Commissioner of Docks shall determine that it will be for the best interests of the City to terminate the interest of the Company in the property leased, then upon service of written notice from the Commissioner

of Docks to that effect, the interest of the Company in said property shall be terminated one (1) year from the date of service of such notice, and the rent reserved by said lease shall cease on the date of such termination, and no claim for damages or compensation in favor of the Company, by reason of the termination of such interest or for or on account of any constructions or improvements that may have been made or erected by the Company, shall at any time be made by the Company or by any person or persons whomsoever except as herein otherwise provided. No notice of termination of said lease, for the reasons specified in this paragraph, shall be of any validity or effect until it shall have been approved by resolution of the Commissioners of the Sinking Fund passed after a hearing, of which notice shall be given to the Lessee; and no such termination shall be effective unless and until the City shall have paid to the Company the sum of money determined to be due to the Company in accordance with the terms and provisions described in paragraph No. 18; but the Company shall have the right to retain possession of the property leased upon complying with all of the terms, conditions and covenants of said lease until the City shall pay the amount so determined to be due.

(18) In case the lease, or any renewal thereof, shall be terminated as provided for in the preceding paragraph, The City of New York shall pay to the Company on or before the date of such termination an amount which shall be fixed as follows:

Not less than six months prior to the date fixed for the termination of said lease by the notice given pursuant to the provisions of paragraph No. 17, the Commissioner of Docks and Ferries shall appoint a person to act on his behalf as arbitrator and the Company shall also appoint a person as arbitrator, and the arbitrators so appointed shall determine upon a fair and reasonable amount to be paid by the City to the Company. In case the arbitrators are unable within thirty days from the date of their appointment to agree upon the amount so to be paid, they shall appoint a third person to act as umpire, and if they are unable to agree within five days upon such umpire, then, at the request of either of the parties to

said lease, such umpire shall be appointed by the presiding Justice of the Appellate Division of the Supreme Court, First Department, and the decision of two of the said persons so selected shall be conclusive and binding upon both parties to the lease. In no event shall the amount so fixed by arbitration be greater than the entire cost of the condemnation proceedings, including awards, fees of commissioners and experts, and all other necessary disbursements taxed in connection therewith, together with the cost of improving said property, including the building of Piers new Nos. 8 and 9 described in Parcels "A" and "B," the bulkhead wall described in Parcels "C" and "D," together with the sheds erected on said piers and bulkhead and on the marginal wharf, street or place adjacent thereto; also including the cost of filling in in rear of said bulkhead and the paving of the marginal street, wharf or place, as more particularly described in paragraph No. 16, from which shall be deducted one (1) per cent. for each year, compounded annually at 4-1/2 per cent. for each year or part of a year which has elapsed since the beginning of the lease; and in no event shall the amount so fixed by arbitration be less than an amount equal to a proportion of the cost which shall bear the same relation to the cost as the unexpired years of the entire term of 39 years bears to 39 plus ten (10) per cent. of such amount.

(19) Any and all piers, bulkheads, sheds, filling in, paving, and any and all work of improvement made or erected under the terms of this lease shall be done under the direction and supervision of the Chief Engineer of the Department of Docks and Ferries, and in accordance with plans, specifications and estimates of cost to be submitted to and approved by him, and any and all of such piers, bulkheads, sheds and all other improvements made or erected in accordance with the terms of this lease shall revert to and become the property of The City of New York at the expiration or sooner termination of said lease or any renewal thereof, except as otherwise herein provided.

(20) For the purpose of ascertaining the cost of improving said property by the Company, the Company shall file in the office of the Depart-

ment of Docks and Ferries within a reasonable time a sworn statement of the amount of moneys expended for said improvements, as more particularly described in paragraph No. 16, and if such amount shall be approved by the Commissioner of Docks such amount shall be fixed and determined upon as the cost of such improvement. Such cost and expense shall not include any legal services paid by the Company. The City will bear all necessary legal expenses of the condemnation proceeding, to be reimbursed as provided in paragraph No. 13, such sum so reimbursed to be part of the Company's cost and expense.

(21) The remaining terms and conditions of the lease shall be similar to those contained in leases of wharf property now in use by the Department of Docks and Ferries, except in so far as they are inconsistent herewith.

(22) It is further provided that such lease shall not be executed pursuant to the authority hereby conferred, nor shall there be any liability on the part of the City, until such lease and agreement shall be approved by the Corporation Counsel as to form and substance.

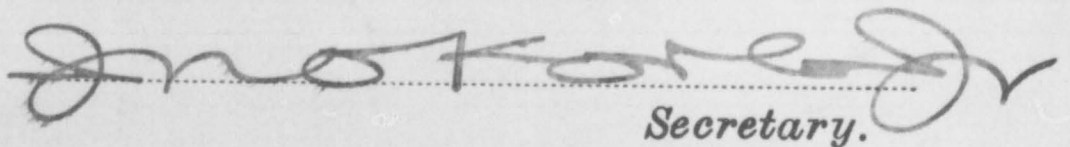
COMMISSIONERS OF THE SINKING FUND
OF THE
CITY OF NEW YORK

New York, December 22, 1913

Sir:

*You are requested to attend a meeting
of the Commissioners of the Sinking Fund in
the Meeting Room (Room 16), City Hall,
at Eleven o'clock A. M., on
Tuesday, December 30, 1913*

Respectfully,


Secretary.

Hon. Ardolph L. Kline.

Mayor.
