

Engineering Architecture Environmental Planning

300 State Street, Suite 201 | Rochester, NY 14614 | p 585.454.6110 | f 585.454.3066 | www.labellapc.com

March 28, 2017

Mr. Chet Feldmann SUN8 PDC LLC C/o Distributed Sun LLC 601 13<sup>th</sup> Street NW, Suite 450 South Washington DC 20005

## RE: Phase I Environmental Site Assessment 2150 Dryden Road, Dryden, New York 13068 LaBella Project No. 2170637

Dear Mr. Feldmann:

Attached, please find two hard copies and one pdf on CD of the Final Report for the Environmental Site Assessment at the above referenced facility. Please note the following:

- 1. The Final Report includes available information received to date.
- 2. Please review the report and contact us with any questions and comments you may have.

Feel free to contact us at your convenience at 585-295-6279.

Sincerely,

LABELLA ASSOCIATES, D.P.C.

Gabrielle Rinaldi Phase I Business Manager

RW/GAR/AV

Attachments

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## Phase I Environmental Site Assessment

Location:

2150 Dryden Road Dryden, New York 13068

Prepared for:

Mr. Chet Feldmann SUN8 PDC LLC c/o Distributed Sun LLC 601 13<sup>th</sup> Street NW, Suite 450 South Washington D.C. 20005

LaBella Project No. 2170637

March 28, 2017

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Figures & Photographs Appendices LaBella Associates, D.P.C. (LaBella) has been contracted by SUN8 PDC LLC to perform an All Appropriate Inquiry (AAI) Phase I Environmental Site Assessment (ESA) report for a portion of 2150 Dryden Road, Town of Dryden, Tompkins County, New York 13068, hereinafter referred to as the "Site".

The findings of this report are based upon a preliminary assessment of the condition of the Site within the Scope of Work and objective described below as of the date of our site observations and documentation review. This assessment was prepared according to the American Society for Testing and Materials (ASTM) Standard Practice E1527-13 to satisfy the due diligence requirements set for Distributed Sun, LLC. The information contained in this report is considered privileged and confidential and is intended solely for the use of Distributed Sun, LLC; SUN8 PDC LLC; SUNEIGHT HoldCo, LLC; and the New York Green Bank as it applies to the Site.

## 1.0 EXECUTIVE SUMMARY

Based on the results of this assessment, no apparent Recognized Environmental Conditions (RECs), Controlled Recognized Environmental Concerns (CRECs), Historic Recognized Environmental Concerns (HRECs) or de minimis conditions have been identified associated with the Site at this time.

## 2.0 INTRODUCTION

## 2.1 Purpose

This investigation was requested to identify, to the extent feasible, Recognized Environmental Conditions in connection with the Site, including the identification of conditions indicative of releases and threatened releases of hazardous substances on, or in the vicinity of the Site. This AAI Phase I ESA report was conducted in general conformance with the Scope and Limitations of ASTM Standard Practice E1527-13.

The term, Recognized Environmental Condition (REC), is defined by ASTM as the presence or likely presence of any hazardous substances (as currently defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) including pollutants and contaminants) or petroleum products (excluded from the definition of hazardous substance and controlled substances; or the presence of petroleum products as defined by the Resource Conservation and Recovery Act, the Oil Pollution Act of 1990, and the Clean Water Act) in, on, or at a property due to release to the environment, under conditions indicative of a release to the environment, or under conditions that pose a material threat of a future release to the environment.

The term "REC" is not intended to include "de minimis" conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis conditions are not Recognized Environmental Conditions or Controlled Recognized Environmental Conditions.

The term "data gap" means lack or inability to obtain information required by the standards and practices as defined in ASTM Standard Practice E1527-13 despite good faith efforts by the Environmental Professional and Environmental Analyst.

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The performance of ASTM Standard Practice E1527-13 is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs and the potential liability for contamination to be present in connection with the Site recognizing reasonable limits of time and cost. It is also intended to add protection from CERCLA liability for innocent landowner defense, bona fide prospective purchaser, contiguous property owners and grantors who meet certain statutory requirements.

The objective of this AAI Phase I ESA was to determine the following, using our professional judgment, by means of the Scope of Work hereafter described.

- 1. A general description of the Site.
- 2. The current and historical usage of the Site and adjoining properties.
- 3. Whether RECs exist or have the potential to exist at the Site.
- 4. Whether Site conditions suggest further evaluation based on the presence or probable presence of such RECs.
- 5. Provide information which may assist the client in evaluating the fair market value of the Site.

## 2.2 Subsurface Risks/Unanticipated Hazardous Materials

This work for this report has been performed in accordance with generally accepted environmental engineering practices for this region. The conclusion and recommendations of this report are based upon our opinion and judgment, and are dependent upon LaBella's knowledge, information supplied by the present owner and managers of the Site, and data and information solicited from governmental agencies. LaBella makes no other warranty or representation, either expressed or implied, nor is one intended to be included as part of its services, proposals, contracts, or reports.

In addition, LaBella cannot provide guarantees, certifications, or warranties that the property is or is not free of environmental impairment without a subsurface investigation involving drilling, vapor analysis, laboratory soil analysis, groundwater monitoring well installation, and laboratory groundwater analysis. Even with such a program, the data and samples from any given soil boring or monitoring well will indicate conditions that apply only at that particular location, and such conditions may not necessarily apply to the general Site as a whole.

## 2.3 Scope of Work

The major components of an AAI Phase I ESA report include a visual inspection of the Site and adjoining properties; interviews and review of documents from past and present owners, occupants, managers, representatives and neighbors to the extent necessary; interviews with tribal and local government agency representatives; review of tribal, local and state records relative to the Site; and a review of tribal, local, state and federal standard environmental record sources relative to the Site. The findings and conclusions presented in this report are based on information gathered and limitations set forth in this report.

The Scope of Work performed in this assessment is limited to the areas described as follows:

1. Labella interviewed Ms. Tracy Pinney, the Owner of the Site as a part of this assessment. Ms. Pinney has reportedly been associated with the Site for approximately five years.



- 2. Interviews with and/or record reviews of each of the following to obtain information directly regarding environmental concerns at or in the immediate vicinity of the Site, which is available directly by file or through general knowledge of the individual being interviewed. Information sources include:
  - a. United States Environmental Protection Agency (USEPA)
  - b. New York State Department of Environmental Conservation (NYSDEC), Region 7; Division of Solid and Hazardous Waste, Division of Water, and Legal Division
  - c. Town of Dryden Clerk and Building Inspector
  - d. Tompkins County Health Department (TCHD)
- 3. Review of the following federal, state, and local environmental records and databases to aid in the identification of conditions at or related to the Site and property, adjacent to or in the immediate vicinity of the Site, including:
  - a. USEPA National Priority List (NPL) 1.0 mile
  - b. USEPA Delisted NPL 0.5 mile
  - USEPA Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) and Archived (No Further Remedial Action Planned – NFRAP) CERCLIS Sites – 0.5 mile
  - d. USEPA Resource Conservation and Recovery Act (RCRA) Corrective Action Sites (CORRACTS) Treatment, Storage, and Disposal Facility Listing (TSD) 1.0 mile
  - e. USEPA RCRA non-CORRACTS TSD 0.5 mile
  - f. USEPA RCRA Large and Small Quantity Generator Listing Site and adjoining properties
  - g. National Response Center Emergency Response and Notification System Listing (ERNS) Site only
  - h. Federal, state, and local Institutional Controls/Engineering Controls and Land Use Restrictions -Site only
  - i. NYSDEC Registry of Inactive Hazardous Waste Disposal Sites (IHWDS) (state equivalent of NPL Sites) 1.0 mile
  - j. NYSDEC Registry of Brownfield Cleanup Program Sites (BCP) and Voluntary Cleanup Program Sites (VCP)– 0.5 miles
  - NYSDEC Hazardous Substance Waste Disposal Site Inventory (state equivalent of CERCLIS Sites)
     0.5 mile
  - I. NYSDEC Part 360 Permitted Solid Waste Disposal Facilities 0.5 mile
  - m. Local Inventory of Waste Disposal Sites 0.5 mile
  - n. NYSDEC Listing of Registered Petroleum Bulk Storage Facilities (PBS), Chemical Bulk Storage Facilities (CBS), and Major Oil Storage Facilities (MOSF) Site and adjoining properties
  - o. NYSDEC Listing of Active Spills and Leaking Storage Tanks 0.5 miles
  - p. United States Geological Survey (USGS) Topographic Quadrangle Map Dryden, New York
  - q. United States Department of Agriculture (USDA) Tompkins County Soil Survey obtained from the Natural Resource Conservation Service (NRCS) website
  - r. Abstract of the property
  - s. Sanborn Fire Insurance maps



- t. Aerial photographs of the area
- u. Local plat maps
- v. Local street directories

Due to the limited timeframe available to conduct this assessment, not all responses have been received from Freedom of Information Law (FOIL) requests that were submitted as a part of this report as of the date of this report submission. Any pertinent information obtained as part of the FOIL requests will be included in a Letter of Addendum (refer to Section 7.0).

- 4. Site visit on March 8, 2017 by Ms. Alexandra Vitulano of LaBella to photograph the Site and to visually identify areas of concern as defined in the agreement.
- 5. Completion of LaBella's AAI Phase I ESA Site Reconnaissance Report.

## 2.4 Significant Assumptions

As a result of the unavailability or lack of receipt of information the following assumptions were made in order to complete the Scope of Work in the time frame desired by SUN8 PDC LLC.

• Groundwater flow direction in the vicinity of the Site was estimated based on review of area topographic maps. Determination of site-specific groundwater flow direction typically requires installing at least three groundwater monitoring wells, surveying the wells, and collecting groundwater elevation data (refer to Section 3.2).

As stated in the Agreement, SUN8 PDC LLC acknowledges this assumption and hereby agrees to release and hold LaBella harmless from any liability arising from or relating to any conclusions made or not made based on this assumption.

## 2.5 Limitations and Exceptions of Assessment

ASTM Standard Practice E1527-13 expressly recognized the fact that no ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. LaBella's work is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Site, and its Scope of Work reflects a recognition of the reasonable limits of time and cost.

The work for this report has been performed in accordance with generally accepted environmental engineering practices for this region. The conclusion and recommendations of this report are based upon LaBella's opinion and judgment, and are necessarily dependent on information supplied by the individuals, entities, and agencies described in Section 2.3. LaBella makes no other warranty or representation, either expressed or implied, nor is one intended to be included as part of its services, proposals, contracts, or reports.

The actual presence of radon, lead-based paint, lead in drinking water, mold-related issues, electromagnetic frequencies, asbestos-containing building materials, wetlands, cultural and historic resources, ecological resources, and endangered species are not included in the Scope of Work of this assessment. Additionally, regulatory compliance, industrial hygiene, health and safety, and indoor air quality are not included in the Scope of Work of this assessment.



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It is further noted that due to post 9/11 terrorist related concerns, the NYSDEC has limited the availability of petroleum bulk storage, chemical bulk storage, and major oil storage facility details, and detailed spill information to the public. However, LaBella does have access to the addresses of current PBS, CBS, and MOSF locations accessed from the database from the NYSDEC website. In addition, this information can usually be acquired by a FOIL to the regulating agency to attempt to obtain this relevant and reasonably ascertainable environmental information for AAI Phase I ESA reports. If this information is not obtainable then it will be discussed as a data gap in Section 8.2.1.

The site visit was limited to visual observations of accessible areas only. No attempt was made to observe conditions in spaces not generally accessible, including but not limited to:

- 1. Crawlspaces
- 2. Attics and roofs
- 3. Pipe chases or plenums
- 4. Spaces concealed by walls, floors, or ceilings
- 5. Materials concealed by paneling, carpeting, or wallpaper

The site visit was also limited to visual observations within the perimeter of the Site and other accessible areas only. Visual observations were limited at the time of the site visit due to size, excessive snow cover, vegetative growth and topographic conditions. Areas of the Site that were inaccessible were left to the judgment and discretion of the Environmental Analyst conducting the site visit.

## 2.6 Special Terms and Conditions

SUN8 PDC LLC and LaBella have agreed that the Scope of Work described in Section 2.3, and the Limitations and Exceptions described in Section 2.5 above, are acceptable to you and that to the fullest extent permitted by law, LaBella shall not be liable to you for limiting its investigation to the Scope of Work described. Based on the engagement and Scope of Work agreed upon, our evaluation of the Site is as presented herein.

## 2.7 User Reliance

Distributed Sun, LLC; SUN8 PDC LLC; SUNEIGHT HoldCo, LLC; and the New York Green Bank may rely upon the findings of this report and should be aware of the agreed upon Scope of Work and the limitations associated with this Scope of Work.

## 3.0 SITE DESCRIPTION

## 3.1 Site Location and Legal Description

The Site consists of a portion of a greater 157.72 acre parcel and is currently undeveloped agricultural land. It should be noted that two barn type structures were noted on the off-site portions of a greater parcel. A map depicting the greater tax parcel is located in the Figures and Photographs Appendix of this report and property boundaries for the purpose of this assessment were determined by the Tompkins County Assessment website. The greater parcel, in which the Site is a part of, is outlined in the table below.

Legal Address	Tax Account Number	Property Use Code	Acreage
2150 Dryden Road	381-3.1	440 – Warehouse	157.72

## **LABELIA**

## 3.2 Site and Vicinity Characteristics

The Site is located within a suburban area. According to the 7.5-minute Dryden, New York quadrangle USGS Map, the Site consists of sloping land to the north/northeast. Virgil Creek was noted on the northeastern portion of the Site. Based on the interpretation of the USGS topographic map, groundwater flow at the Site appears to be towards north. According to the USDA Tompkins County Soil Survey obtained from the Natural Resource Conservation Service (NRCS) website, soils at the Site consist mainly of Halsey mucky silt loam, Langford channery silt loam and Erie channery silt loam. Soils of the Halsey Series are characterized by very deep, very poorly drained soils. Soils of the Langford Series consist of very deep, moderately well drained soils. Soils of the Erie Series consist of very deep, somewhat poorly drained soils.

## 3.3 Present Ownership and Use

Based on the Tompkins County assessment records, no current owner information is available for the greater parcel in which the Site is a part of. However, according to limited assessment information obtained from the Landmax Data Systems website, the greater parcel is currently owned by Mr. Scott Pinney. The greater parcel includes two pole barn structures that were built in 2007 and 2008.

## 3.4 Site Improvements

## 3.4.1 Structures and Improvements

The Site is not developed and therefore unimproved.

## 3.4.2 Roads

The Site is bordered by the following public thoroughfares.

Direction	Public Thoroughfare
East	George Road
South	Dryden Road (Route 13)

## 3.4.3 Current Site Utilities

Heating/Cooling Source	Not applicable
Potable Water Source	Not applicable
Sanitary Wastewater Disposal	Not applicable
Non-Sanitary Wastewater Disposal	Not applicable

Note, there are currently no buildings on the Site, as such, no utilities are currently used.

## 3.4.4 Current Use of the Adjoining Properties

The Site is bordered by the following properties.

Direction	Occupant
North	Undeveloped
East	Agricultural, Automotive Repair, and Residential
South	Cemetery and Commercial
West	Undeveloped

## 4.0 USER PROVIDED INFORMATION

In accordance with the ASTM E1527-13, a "User" is defined as the party seeking to complete an environmental site assessment of the property. If the user is aware of any specialized knowledge or experience that is material to RECs in connection with the Site, it is the user's responsibility to communicate any information based on such specialized knowledge or experience to the environmental professional. The User Questionnaire was completed by Mr. Chet Feldmann of Distributed Sun, LLC. A copy of the User Questionnaire is included in Appendix 7.

## 4.1 Title Records

According to the ASTM Standard Practice E1527-13, "the user should either engage a title company or title professional to undertake a review of reasonably ascertainable land title records and lien records for environmental liens or activity and use limitations currently recorded against or relating to the property or to negotiate such an engagement of a title company or title professional as an addition to the Scope of Work to be performed by the Environmental Professional."

ASTM Standard Practice E1527-13 User Questionnaire Question	Reported by User
Are land title records available for review?	Land title records were provided to LaBella for review (refer to Section 5.5.4).

## 4.2 Environmental Liens or Activity and Use Limitations

ASTM Standard Practice E1527-13 User Questionnaire Question	Reported by User
Did a search of <i>recorded land title records</i> identify any environmental liens filed or recorded against the <i>property</i> under federal, tribal, state or local law?	The User did not report environmental liens currently recorded against or relating to the property. In addition, the User did not report any activity or use limitations currently recorded against or relating to the property.
Did a search of <i>recorded land title records</i> identify any AULs, such as <i>engineering</i> <i>controls</i> , land use restrictions or <i>institutional controls</i> that are in place at the <i>property</i> and/or have been filed or recorded against the <i>property</i> under federal, tribal, state or local law?	The User is not aware of any AULs, such as engineering controls, land use restriction, or institutional controls that are in place at the Site and/or have been filed or recorded in a registry under federal, state, or local law.

## 4.3 Specialized Knowledge

ASTM Standard Practice E1527-13 User Questionnaire Question	Reported by User
Does the User of this ESA have any	The User does not have any specialized knowledge or
specialized knowledge or experience	experiences related to the property or nearby properties.
related to the <i>property</i> or nearby	
properties? For example, is the User	
involved in the same line of business as the	
current or former occupants of the	
property or an adjoining property so that	
the User would have specialized knowledge	
of the chemicals and processes used by this	
type of business?	

## 4.4 Commonly Known or Reasonably Ascertainable Information

ASTM Standard Practice E1527-13 User Questionnaire Question	Reported by User
Is the User aware of commonly known or reasonably ascertainable information about the property that would help identify conditions indicative of releases or threatened releases?	The User is aware of oil and gas leases on the property and an easement for electric and gas lines. The extent of exploration is reportedly unknown. Refer to Section 5.5.4 for additional information. Additionally, the User is aware that the previous owners of the Site used the Site for agriculture.
Based on the User's knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?	Based on the User's knowledge and experiences related to the Site, the User of this ESA is not aware of obvious indicators that point to the presence or likely presence of contamination at the Site.

## 4.5 Valuation Reduction for Environmental Issues

ASTM Standard Practice E1527-13 User Questionnaire Question	Reported by User
Does the purchase price being paid for the <i>property</i> reasonably reflect the fair market value of the <i>property</i> ?	The User did not report a below fair market value purchase price.
If the User concluded that there is a difference, has the User considered whether the lower purchase price is because contamination is known or believed to be present at the property?	The User did not report a below fair market value purchase price.

## 4.6 Reason for Performing Phase I ESA

According to ASTM 1527-13, either the User shall make known to the environmental professional the reason why the User wants to have the Phase I ESA preformed or, if the User does not identify the purpose of the Phase I ESA, the environmental professional shall assume the purpose is to qualify for the Landowner Liability Protections under the Brownfields Amendments. The User reported the Phase I ESA was performed as part of a construction loan to develop the Site with photovoltaic arrays.



## 5.0 STANDARD ENVIRONMENTAL RECORD SOURCES – FEDERAL AND STATE

Federal, state, and local environmental records were reviewed as a part of this assessment, in accordance with ASTM 1527-13 standard. Listings identified within the standard search radius outlined in ASTM 1527-13 are detailed in their respective sections below. Each listing identified was reviewed by LaBella and evaluated. Copies of the regulatory records documentation are included in Appendix 1.

## 5.1 Site Listings

No regulatory listings were identified associated with the Site.

## 5.2 Adjoining Property Listings

No regulatory listings were identified associated with properties adjoining the Site.

## 5.3 ASTM Standard Regulatory Database Listings

## 5.3.1 USEPA National Priority List (last updated March 3, 2017)

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	1.0 mile	No listings	No listings

## 5.3.2 USEPA Delisted National Priority List (last updated March 13, 2017)

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	No listings

## 5.3.3 USEPA CERCLIS (last updated March 13, 2017)

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	No listings

## 5.3.4 USEPA CERCLIS NFRAP (last updated March 13, 2017)

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	

## 5.3.5 USEPA RCRA CORRACTS (last updated January 20, 2017)

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	1.0 mile	No listings	No listings

## 5.3.6 RCRA Treatment, Storage, and Disposal Facilities – non-CORRACTS (last updated January 20, 2017

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	No listings

## 5.3.7 USEPA RCRA Generators (last updated January 20, 2017)

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification # - SQG/LQG
Listed Sites	Radius	Number	(Address)
0	Site and Adjoining Properties	No listings	No listings

## 5.3.8 National Response Center ERNS

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	Site only	No listings	No listings

The National Response Center (NRC) database was searched for the years 1990 to 2015 for the Site; however, no listings were identified associated with the Site in the NRC searchable database. Additionally, a FOIL request was submitted to the NRC on February 21, 2017 for a search of records prior to 1990 for the Site. As of the date of this report submission, a response has not been received from the NRC. Any pertinent information received as a result of this FOIL request will be included as a Letter of Addendum. A copy of the FOIL request is included in Appendix 5.

## 5.3.9 Federal Listed Sites with Institutional and/or Engineering Controls (last updated March 13, 2017)

Listing Summary

Number of	Search	Reference	Facility Name – Federal Identification #
Listed Sites	Radius	Number	(Address)
0	Site only	No listings	No listings

## 5.3.10 State Listed Facilities with Institutional and/or Engineering Controls (updated bi-weekly)

Number of	Search	Reference	Facility Name – State Identification #
Listed Sites	Radius	Number	(Address)
0	Site only	No listings	No listings

## 5.3.11 State Listed Inactive Hazardous Waste Disposal Facilities (updated bi-weekly)

Listing Summary

Number of	Search	Reference	Facility Name – State Identification #
Listed Sites	Radius	Number	(Address)
0	1.0 mile	No listings	No listings

## 5.3.12 State Listed Voluntary Cleanup Program Facilities (updated bi-weekly)

Listing Summary

Number of	Search	Reference	Facility Name – State Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	No listings

## 5.3.13 State Listed Brownfield Cleanup Program Facilities (updated bi-weekly)

Listing Summary

Number of	Search	Reference	Facility Name – State Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	No listings

## 5.3.14 State Listed Hazardous Substance Disposal Facilities (last updated 1998)

Listing Summary

Number of	Search	Reference	Facility Name – State Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	No listings

## 5.3.15 State Listed Part 360 Solid Waste Disposal Facilities (last updated February 2006)

Number of	Search	Reference	Facility Name – State Identification #
Listed Sites	Radius	Number	(Address)
0	0.50 mile	No listings	No listings

## 5.3.16 Local Inventory of Solid Waste Disposal Locations (provided by the Tompkins County Health Department in 2000)

## Listing Summary

(Address)
Johnson Road Landfill – DRG 3 (Johnson Road)

## **Detailed Summary**

Reference Number	Approximate Distance from Site (feet) – Direction	Groundwater Flow – Towards/Away From the Site	REC (Yes/No)	Additional Information/ Rationale
1	1,300 – West	North – Away from the Site	No	The listing does not appear to represent a REC to the Site based on the apparent flow of groundwater to the north and away from the Site and the distance of this facility from the Site.

A FOIL request was submitted to the TCHD on February 21, 2017. As of the date of this report submission, a response has not been received from the TCHD. Due to the lack of response from the TCHD as of the date of this report, information previously obtained from the Tompkins County Health Department was used to complete the report. Any pertinent information received as a result of this FOIL request will be included as a Letter of Addendum (refer to Section 7.6). A copy of the listing is included in Appendix 1.

## 5.3.17 NYSDEC Major Oil Storage Facilities (updated nightly)

Listing Summary

Number of Listed Sites	Search Radius	Reference Number	Facility Name: Address – MOS Identification #
0	Site and adjoining properties only	No listings	No listings

## 5.3.18 NYSDEC Chemical Bulk Storage Facilities (updated nightly)

Number of Listed Sites	Search Radius	Reference Number	Facility Name: Address – CBS Identification #
0	Site and adjoining	No listings	No listings
	properties only		

## 5.3.19 NYSDEC Petroleum Bulk Storage Facilities (updated nightly)

Listing Summary

Number of Listed Sites	Search Radius	Reference Number	Facility Name: Address – PBS Identification #
0	Site and	No listings	No listings
	adjoining		
	properties only		

## 5.3.20 NYSDEC Active and Closed/Inactive Spill Listings (updated bi-weekly)

Listing Summary

Number of Listed Sites	Search Radius	Listing Number	Facility Name: Address – Spill # (status)
0 active	Active listings: 0.50 mile	No listings	No listings
0 closed/inactive	Closed/inactive listings: Site and adjoining properties only		

## 5.3.21 Assessment of the Potential for Soil Vapor Intrusion

Vapor intrusion is the entry of volatile organic compounds (VOCs) to indoor air from underlying contamination in soil and groundwater. Based on the results of this assessment, no information was obtained suggesting the presence of a soil vapor intrusion concern at the Site at this time.

## 5.4 Additional Environmental Record Sources

## 5.4.1 Review of Previous Environmental Reports

No previous Phase I ESA or Transaction Screen report or other records were obtained or were reasonably ascertainable for review.

## 5.5 Historical Use Information on the Property and Adjoining Properties

LaBella attempted to review reasonably ascertainable and readily available standard sources of historical information as defined by the ASTM Standard Practice E1527-13 in order to identify all obvious usages of the Site back to the first developed use or 1940, whichever is earlier (i.e., the historical research objective according to ASTM). Uses of the properties adjoining the Site are identified in this report only to the extent that this information is revealed in the course of researching the Site itself and were determined at the discretion of the Environmental Analyst. As such, LaBella reviewed only as many of these sources as necessary to achieve the historical research objective. It should be noted that the lack of availability of reasonably ascertainable and readily available standard ASTM required sources have the potential to affect the findings of this assessment and can impact the ability of the Environmental Professional or Analyst to identify recognized environmental conditions and may result in a data failure (defined in Section 8.2.1 of this report). A data failure may represent a significant data gap. Data failures and data gaps are identified, defined, and evaluated for their significance in Section 8.2 of this report.



Section	Historical Source	Date(s)	Source/Comments
5.5.1	Sanborn Fire Insurance	Not available	Sanborn map coverage does not appear to include the
	Maps		Site and surrounding area.
5.5.2	Aerial Photographs	1938, 1954, 1964,	Cornell University Library Online Resources and Google
		1980, 1991, 2005,	Earth Pro
		2008, 2013, and	
		2016	
5.5.3	Property Tax Files	Not applicable	Tompkins County Assessment Website
5.5.4	Recorded Land Title	Not applicable	Provided by Distributed Sun, LLC
	Records		
5.5.5	Historical Plat Maps	1866	Historic Map Works website
5.5.6	Local Street Directories	1977, 1981, 1986,	Tompkins County Public Library
		1991, 1996, 2001,	
		2006, and 2011	
5.5.7	Building Department	Not applicable	Town of Dryden
	Records		

Standard historical sources LaBella attempted to review are outlined in the table below.

## 5.5.1 Sanborn Fire Insurance Maps

Sanborn fire insurance maps do not appear to provide coverage to the Site and surrounding properties. As such, Sanborn fire insurance maps were not reviewed as part of this Phase I ESA. A copy of the "No Coverage" letter obtained from EDR is included in Appendix 3.

## 5.5.2 Aerial Photography

Based on the review of aerial photographs, the following observations of the Site were made:

- 1938, 1954, 1964, 1980, 1991, and 2005: The Site consists of vacant agricultural land and includes a portion of Virgil Creek.
- 2008 and 2013: Unidentified agricultural crops on the northwestern portion of the Site and includes a portion of Virgil Creek.
- 2016: The Site consists of vacant agricultural land and includes a portion of Virgil Creek.

Mr. Chet Feldmann	SUN8 PDC LLC
March 28, 2017	Page   <b>19</b>

Based on the review of aerial photographs, the following observations of the properties adjacent to the Site were made:

- The northern adjacent property consisted of vacant land in at least 1938, 1954, 1964, 1980, 1991, and 2005 and consisted of vacant land and a pond adjoining the Site on the northern central portion in at least 2008, 2013, and 2016.
- The eastern adjacent property consisted of agricultural land with apparent structures in at least 1938 and 1954. Apparent warehouse type structures are observed along with several apparent dwellings in at least 1964, 1980, 1991, and 2005. Warehouse/storage type structures are depicted on the southeastern adjacent property (greater parcel) in at least 2008, 2013, and 2016.
- The southern adjacent property to the north of Dryden Road appears developed with a cemetery from at least 1938 until at least 2016; a suspect commercial structure is also depicted south of Dryden Road from at least 1980 until at least 2016.
- The western adjacent property consisted of undeveloped land from at least 1938 until at least 2016.

Copies of the aerial photographs are included in Appendix 3.

## 5.5.3 Property Tax files

A FOIL request was submitted to the Town of Dryden Clerk, Ms. Bambi L. Avery, on February 21, 2017. According to Mr. Kevin Ezell, Town of Dryden Code Enforcement Officer, assessment information for the Town of Dryden is held by the Tompkins County Assessment Office's Imagemate website. Refer to Section 3.3 for additional information. Copies of the FOIL request and records obtained are included in Appendix 6.

## 5.5.4 Recorded Land Title Records

Review of the abstract of title for the Site provided by Distributed Sun, LLC indicated the greater parcel has been historically owned by various private individuals and has been utilized for agricultural purposes. The Site is currently owned Mr. Scott Pinney. According to the abstract of title, various easements had previously existed for the greater parcel including ones for electrical lines, gas lines, and poles with New York State Electric and Gas (NYSEG). However, a paragraph within the abstract of title states that "no exploration activities, drilling, or other search for oil and gas were ever conducted on the premises...and there are now no existing oil and/or gas wells" (dated September 2006). It should be noted that no gas or oil wells were observed by Labella at the time of the site visit. An apparent lease agreement existed on the greater parcel associated with agricultural use. Refer to Section 5.5.8 for additional information. Additionally, an apparent foreclosure on the greater parcel was filed in 2011 against the following defendants: RPM Ecosystems Ithaca, LLC; RPM Holdings, LLC; Marvin G. Marshall, Patricia J. Marshall; Income Partners, LLC; Tompkins County Industrial Development Agency; Ansboro Petroleum Company, LLC; Beck Farms, LP; John Doe and Jane Doe.

Copies of the abstract of title and foreclosure document are included in Appendix 4.

## 5.5.5 Historical Atlases

## 1866 Plat Map

The Site and surrounding areas appear undeveloped. No other information was attainable due to the poor quality of the map image.

A copy of the plat map is included in Appendix 2.



## 5.5.6 Local Street Directories

No listings were available for the greater parcel, addressed as 2150 Dryden Road, from at least 1977 to at least 2001. The Site appears occupied by RPM Ecosystems in at least 2006 and 2011. Information on-line suggests the RPM Ecosystems was a nursery/potting type operation.

The northern adjacent property is unaddressed vacant land. As such, no listings were reviewed associated with the northern adjacent property.

The Eastern adjacent properties addressed as 287-334 George Road, appeared to largely have been occupied residentially from at least 1977until at least 2011. The property addressed at 293 George Road was identified as having been occupied by Foxes Automotive in at least 2006 and 2011.

The Southern adjacent property addressed at 2127Dryden Road, was identified as having been used as a medical office in at least 2006.

The Western adjacent properties, addressed as 200-400 Johnson Road, appear occupied residentially from at least 1977 until at least 2011.

Copies of the street directories are included in Appendix 2.

## 5.5.7 Building Department Records

A FOIL request was submitted to the Town of Dryden Clerk, Ms. Bambi L. Avery, on February 21, 2017. According to Mr. Kevin Ezell, Town of Dryden Code Enforcement Officer, no records of contamination/ cleanup/remediation, tank installations, fires, leaks, or spills were recorded associated with the Site. Records suggest that two agricultural pole structures were constructed on the off-site portions of the greater parcel and were used in connection with a former agricultural potting business (RPM Ecosystems). Copies of the FOIL request and records obtained are included in Appendix 6.

## 5.5.8 Summary of Historical Information

Based on the historical records reviewed, no evidence of former structures was identified as having been located on-site dating back to 1866. The Site was used for agricultural purposes from at least 1938 until at least 2016. Records indicate that a former tenant of the greater parcel was RPM Ecosystems, an agricultural potting/nursery operation, from at least 2006 to until at least 2011. Aerial photographs depicted suspected potting areas, associated with this former operation, on the northwestern portion of the Site in at least 2008 and city directories suggest this operation was present from at least 2006 until at least 2011. The RPM Ecosystems buildings were located off-site. Adjacent property uses included a mix of residential, commercial and undeveloped/agricultural land uses. An east adjacent property addressed at 293 George Road was identified as having been used for automotive repair operations from at least 2006 until at least 2011.

As the Site was historically utilized agriculturally, there is the potential for disposal of pesticides, herbicides and/or insecticides to have occurred at the Site. Toxins including but not limited to dieldrin, dichlorodiphenyltrichloroethane (DDT), aldrin, and arsenic are known to have been major components of pesticides, herbicides, and insecticides in the early to mid-Twentieth Century. The Client should be aware of NYSDOH policies that may require shallow soil testing for former agricultural properties prior to residential development; however, as it is LaBella's understanding that Site is scheduled for commercial development as a solar farm, historical agricultural use of the Site does not appear to be of concern at this time.



## 6.0 SITE RECONNAISSANCE

Conducted by: Ms. Alexandra Vitulano, Environmental Analyst

Date of site visit: March 8, 2017

Representative photographs from the site visit are included in the Figures and Photographs section of this report. Site visit limitations are outlined in Section 2.5 above.

## 6.1 Interior Observations

## 6.1.1 Historical Usage

The Site does not consist of any buildings, as such, no interior inspections were made at the time of the site visit.

## 6.2 Exterior Observations

## 6.2.1 Historical Usage

No apparent indicators (i.e., signs, equipment, etc.) were observed on the exterior of the Site at the time of the site visit which would indicate historical usages of the Site. It should be noted that a gauge and a metal T-bar were noted on the northern portion of the Site. A Site representative indicated to the User, Mr. Chet Feldmann that such were associated with an irrigation well.

## 6.2.2 Hazardous Substances and Petroleum Products in Connection with Identified Usages

No apparent hazardous substances or petroleum products were observed on the exterior of the Site at the time of the site visit.

## 6.2.3 Storage Tanks

No apparent indications of underground storage tanks (e.g., fill ports, vent pipes, access ways) were observed on the exterior of the Site at the time of the Site visit.

#### 6.2.4 Odors

Noted	Additional Information			
No	No apparent strong, pungent, or noxious odors were noted on the exterior of the Site at the time of the site visit.			

## 6.2.5 Pools of Liquid(s)

Observed	Additional Information				
No	No apparent pools, sumps, or standing water containing liquids likely to be hazardous substances or petroleum products were noted on the exterior of the Site at the time of the site visit.				

## 6.2.6 Unidentified Substance Containers

No apparent unidentified substance containers were observed on the exterior of the Site at the time of the site visit.

## **LABELIA**

## 6.2.7 Pits, Ponds, or Lagoons

Observed on the Site	Additional Information				
No	No apparent pits, ponds, or lagoons were observed at the Site at the time of the site				
	visit.				

## 6.2.8 Stained Soil or Pavement

Observed on the Site	Additional Information				
No	No apparent stained soils or pavement were observed at the Site at the time of the site				
	visit.				

## 6.2.9 Stressed Vegetation

Observed on the Site	Additional Information				
No	No apparent stressed vegetation was observed at the time of the site visit.				

### 6.2.10 Solid Waste

Observed on the Site	Additional Information					
No	No apparent solid waste disposal areas were observed at the time of the site visit.					

#### 6.2.11 Wastewater

Observed on the Site	Additional Information				
No	Wastewater does not appear to be discharged on the Site.				

## 6.2.12 Wells

Observed on the Site	Additional Information				
No	No apparent wells were observed on the Site at the time of the site visit or reported to				
	be located on the Site.				

### 6.2.13 Septic Systems

Observed on the Site	Additional Information				
No	No apparent indications of on-Site septic systems or cesspools were observed on the				
	Site at the time of the site visit.				

## 6.2.14 Polychlorinated Bi-phenyls (PCBs) Containing Equipment

Equipment potentially containing PCBs was observed on the exterior portion of the Site at the time of the site visit. The equipment is detailed in the table below.

Туре	Quantity	Owner	Location	Leaking
Pole-mounted transformer	One (1)	New York State Electric and Gas	Eastern portion of Site	No

The pole-mounted transformer did not appear to be leaking at the time of the site visit. Based on the condition of the transformer, there are no apparent RECs related to the presence of the transformer on the Site at this time.



## 7.0 INTERVIEWS

## 7.1 Owner

Ms. Tracy Pinney, the Owner of the Site was interviewed as a part of this assessment. The notes from the interview are included in Appendix 5.

## 7.2 Significant Occupants/Former Occupant/Operator/Site Neighbor

An attempt to interview neighbors of the Site from 2150 Dryden Road was made; however, interviews with the neighbors were not feasible.

## 7.3 Local Government Officials

A FOIL request was submitted to the Town of Dryden Clerk, Ms. Bambi L. Avery, on February 21, 2017. Refer to Sections 3.3, 5.5.3, and 5.5.8 for additional information. Copies of the FOIL request and records obtained are included in Appendix 6.

## 7.4 Tribal Records

There do not appear to be any Native American Sovereign Territories on or within one mile of the Site. In accordance with ASTM Standard Practice E1527-13, tribal records will only be reviewed if the subject Site falls on or within one mile of Native American Sovereign Territory. Therefore, tribal government representatives were not contacted as part of this AAI Phase I ESA report.

## 7.5 New York State Department of Environmental Conservation

A FOIL request was submitted to the NYSDEC on February 21, 2017. A response was received from the NYSDEC on March 1, 2017. According to the NYSDEC, after a diligent search, no records could be located for the names and addresses provided. Copies of the FOIL request and response are included in Appendix 6.

## 7.6 Tompkins County Health Department

A FOIL request was submitted to the TCHD on February 21, 2017 and an attempt to follow up via phone call was made on March 14, 2017. As of the date of this report submission, a response has not been received from the TCHD. Any pertinent information received as a result of this FOIL request will be included as a Letter of Addendum. A copy of the FOIL request is included in Appendix 6.

## 8.0 FINDINGS, OPINIONS AND CONCLUSIONS

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-13 for a portion of 2150 Dryden Road, Town of Dryden, Tompkins County, New York 13068, the Site.

## 8.1 Findings

Any exceptions to, or deletions from, this practice are described in Section 2.5 of this report. Based on the results of this assessment, no apparent RECs have been identified associated with the Site at this time.

## 8.1.1 Additional Findings

Based on the results of this assessment, no apparent Historic Recognized Environmental Conditions, Controlled Recognized Environmental Conditions, or de minimis conditions have been identified associated with the Site at this time.

## 8.2 Data Failures and Data Gaps

## 8.2.1 Data Failures

ASTM 1527-13 defines a data failure as a failure to achieve the historical research objectives of AAI even after reviewing the standard historical sources that are reasonably ascertainable and likely to be useful. Specifically, the historical research objectives include identifying all obvious uses of the Site from the present, back to the Site's first developed use, or back to 1940, whichever is earlier.

A data failure was not encountered within Scope of Work of this assessment.

## 8.2.2 Data Gaps

ASTM 1527-13 defines a data gap as a lack of or an inability to obtain information required by this practice despite *good faith* efforts by the *environmental professional* to gather such information. Data gaps may result from incompleteness in any of the activities required by this practice, including, but not limited to site reconnaissance, interviews, data failure, or lack of a User Questionnaire.

A data gap was encountered within the Scope of Work of this assessment includes:

This data gap includes the lack of response from the Tompkins County Health Department and National Response Center. This data gap does not appear to be significant since it does not appear that additional inquiry into the historical usages of the Site is necessary at this time. However, it should be noted that the receipt of relevant environmental information as a result of FOIL requests has the ability to change the Findings and Conclusions of this report.

## 8.3 Opinion of Findings

Based on the findings of this assessment, no further investigation appears warranted at this time.

## 9.0 **DEVIATIONS**

No deviations were made to the report, other than the Limitations and Exceptions as stated in Section 2.5.



## **10.0 ADDITIONAL SERVICES**

No additional services were provided or agreed upon as part of this assessment.

## 11.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

We declare that, to our knowledge and belief, we meet the definition of Environmental Professional as defined in ASTM Standard Practice E1527-13 and §312.20 of 40 CFR §312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting at the subject property.

We have developed and performed the Scope of Work for this assessment in conformance with the standards, practices, and limitations set forth in ASTM Standard Practice E1527-13.

WORL

**Ryan Welch** Environmental Due Diligence Technical Manager Environmental Professional

The following representatives of LaBella assisted in the completion of this report.

Gabrielle Rinaldi Phase I Business Manager

ndra Nitulano

**Alexandra Vitulano** Environmental Analyst

RW/GAR/AV

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## 12.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

### Ryan Welch | Environmental Due Diligence Technical Manager

Ryan is the Environmental Due Diligence Technical Manager at Labella who is responsible for the development and training of Phase I Analysts as well as providing efficient analysis and assisting in the completion of environmental reports required for property transactions. The site assessments include evaluation of environmental liability associated with properties such as vacant land, residential units, commercial properties and industrial complexes. Ryan has conducted or supervised over 500 Phase I Environmental Site Assessments and is considered an Environmental Professional per the ASTM definition.

## PHASE I ESA TEAM

## Gabrielle Rinaldi | Phase I Business Manager

Gabrielle is the Phase I ESA Business Manager responsible client management, business development, and the coordination of Phase I Environmental Site Assessments. Working with financial institutions, attorneys and private developers, Gabby provides efficient analysis and completion of environmental reports required for property transactions. The site assessments include evaluation of environmental liability associated with properties such as warehouses, gas stations, auto repair facilities, manufacturing facilities, farms, commercial, and residential.

## Shelby Persons | Phase I Technical Manager

Shelby is the Phase I ESA Technical Manager responsible for the development and training of Phase I Analysts as well as providing efficient analysis and assisting in the completion of environmental reports required for property transactions. The site assessments include evaluation of environmental liability associated with properties such as warehouses, gas stations, auto repair facilities, manufacturing facilities, farms, commercial, and residential.

## Alex Vitulano | Environmental Analyst

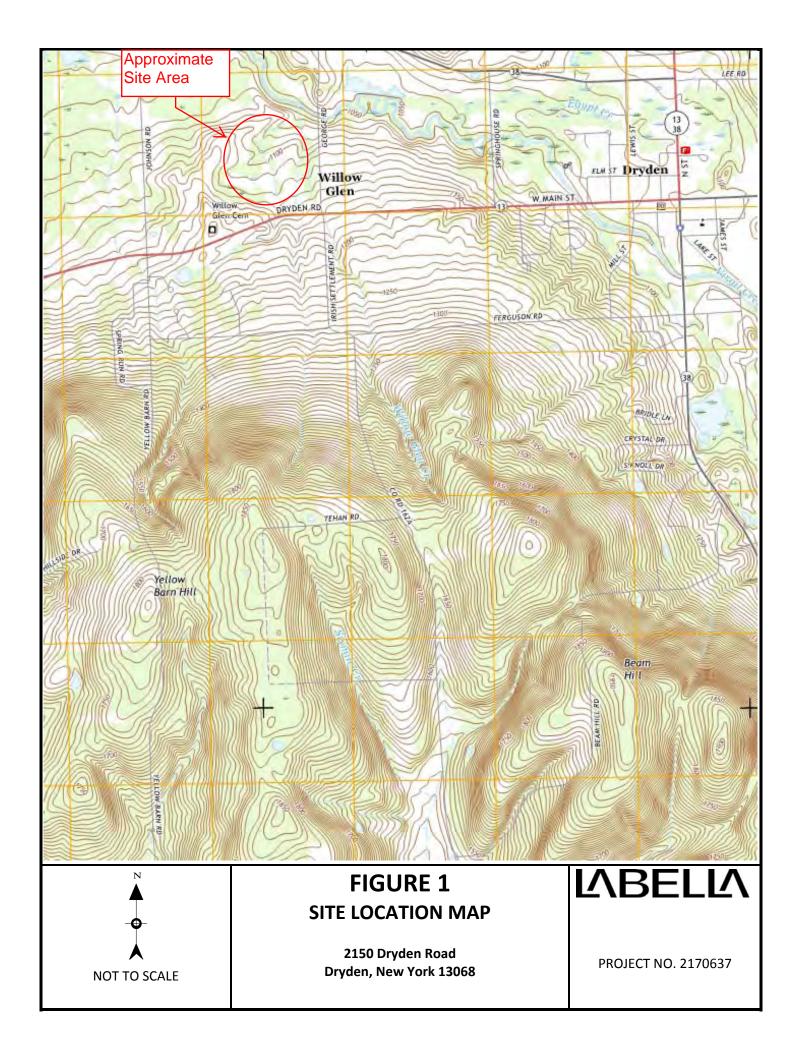
Alex is an Environmental Analyst and is responsible for the preparation of Phase I Environmental Site Assessments. The site assessments include evaluation of environmental liability associated with properties, and Alex provides efficient analysis and completion of environmental reports for financial institutions, attorneys and private developers.

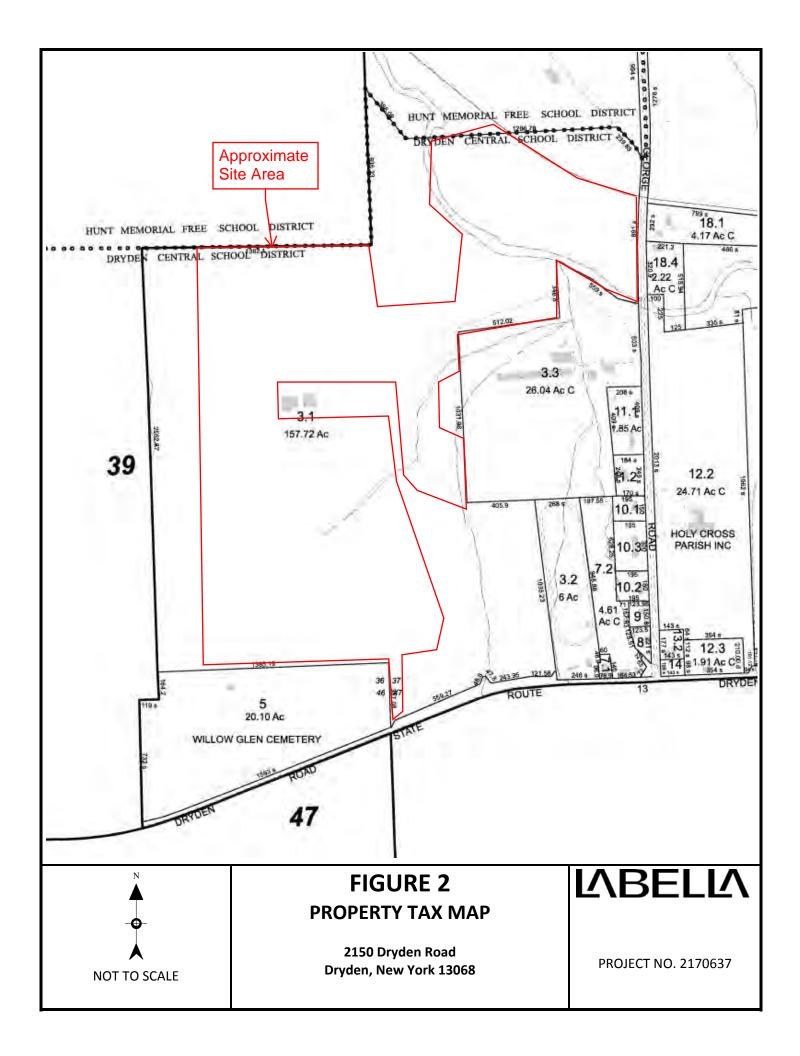
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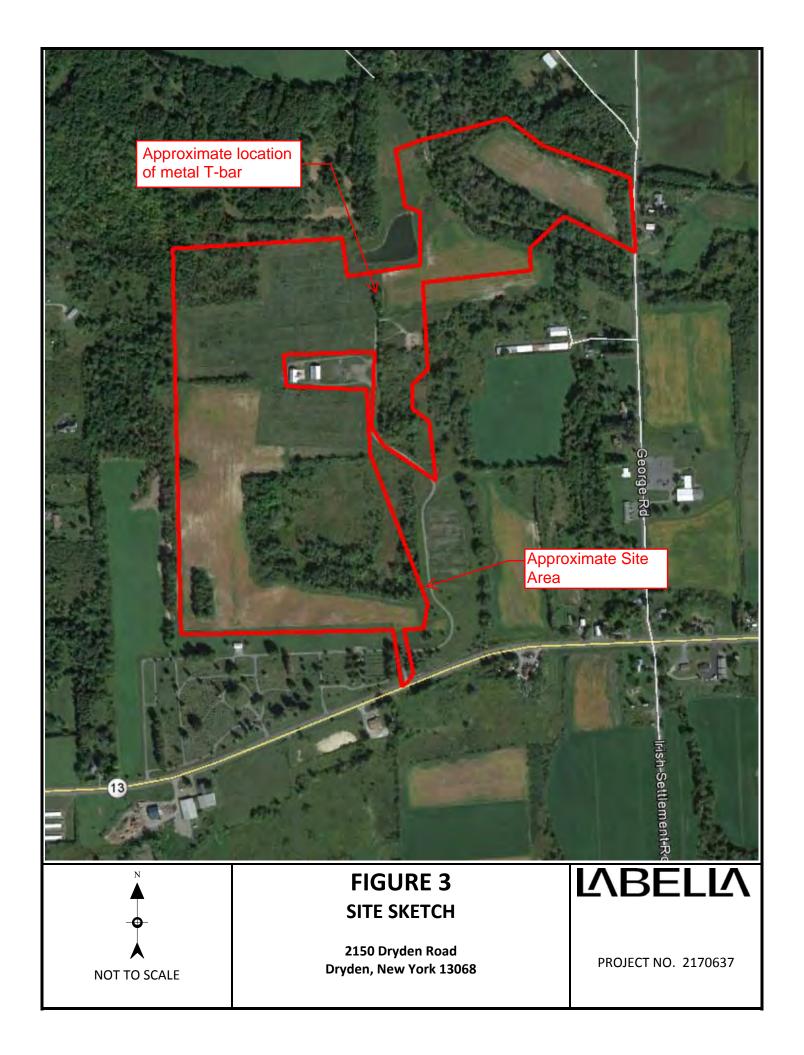


Engineering Architecture Environmental

## **FIGURES AND PHOTOGRAPHS**









Northeastern corner of Site



Southeastern gravel entrance to Site



Southern portion



Central portion of Site (south of barns)



Metal equipment by pump area associated with a former irrigation well



Water pump associated with northern adjacent retention pond

2150 Dryden Road Dryden, New York 13068

## **LABELIA**



Eastern portion of Site



Pole-mounted transformer on eastern portion of Site



Northwestern portion of Site



Electrical structure on eastern central portion of Site



2150 Dryden Road Dryden, New York 13068





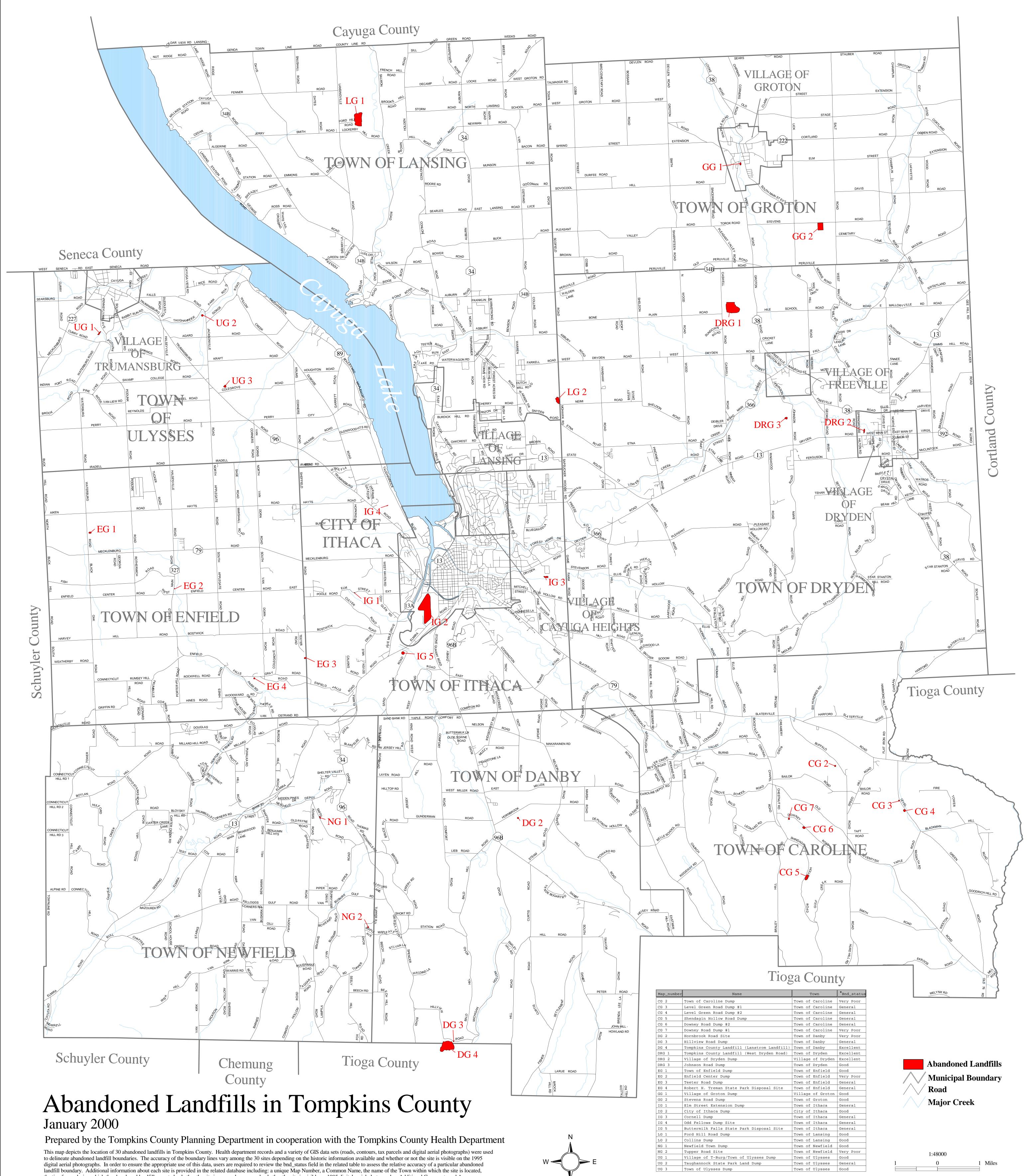
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# **APPENDIX 1**

**Regulatory Records** 

Privileged and Confidential

**LABELLA** 



the timeframe during which the abandoned landfill operated, whether the site is exposed or covered, whether the site is visible on 1995 digital aerial photographs, Additional Comments and Acreage. For further information about the Abandoned Landfills GIS data set see the metadata record.

\* See the Entity and Attribute Information section in the Abandoned Landfills metadata record for a detailed description of bnd\_status classes.

The standard geo-referecing format for Tompkins County digital spatial data is New York Plane Central Coordinate grid system, based on the 1983 North American Datum and GRS80 Spheroid.



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# **APPENDIX 2**

**Historical Information** 

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**LABELLA** 

2150 Dryden Rd 2150 Dryden Rd Freeville, NY 13068

Inquiry Number: 4859060.1 February 21, 2017

## **Certified Sanborn® Map Report**



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

#### **Certified Sanborn® Map Report**

#### Site Name:

2150 Dryden Rd 2150 Dryden Rd Freeville, NY 13068 EDR Inquiry # 4859060.1 Client Name:

La Bella Associates, PC 300 State Street Rochester, NY 14614 Contact: Alexandra Vitulano



02/21/17

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by La Bella Associates, PC were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

#### Certified Sanborn Results:

Certification #	D003-47E4-94A8
PO #	NA
Project	2170637

#### UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Certification #: D003-47E4-94A8

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

Library of Congress
 University Publications of America
 EDR Private Collection

The Sanborn Library LLC Since 1866™

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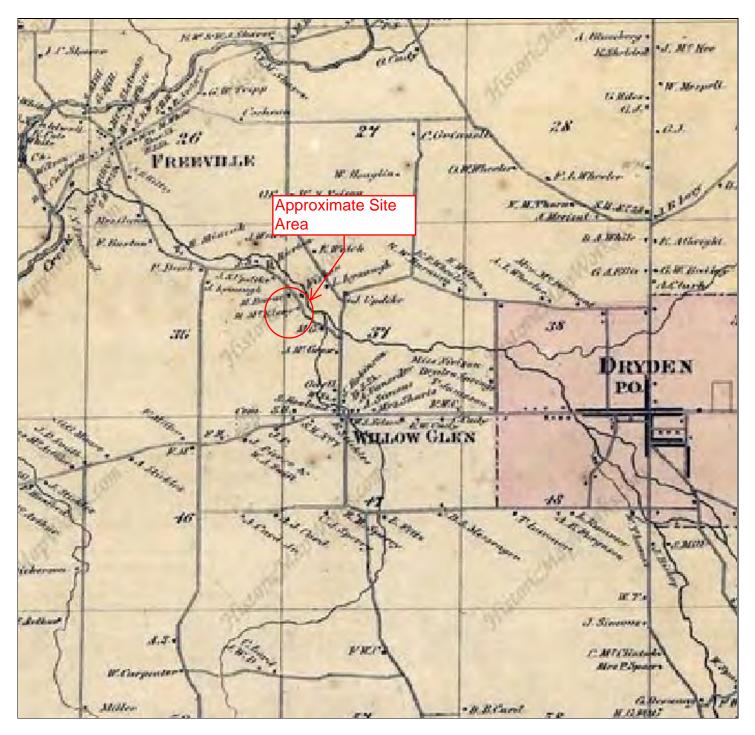
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### 1866 Historical Atlas



Historic Map Works





1977	34 DRYDEN CT Dick	mon	1977	STEIN GERALD J 273-8563 109 SEAGER BRUCE 273-8739 111*ELIIS HOLLDW CENTER273-3739 254 RIDER MICHAEL A 272-8771 NO # HUNT LAWRENCE 273-0949 NO # LEVATICH PETER S 272-2361 NO # LEVATICH PETER S 272-2340 NO # LEVATICH PETER S 272-2340	88 CHRI 91 MARA 94 CASH 130 WRIS 148 HUES LAW
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	315 HOLMAN JAMES W 347-4326 468 UTTER ROBERT F 347-4626 1384 BREWER SAMUEL V 347-4154 *LASER&BREWER SPRTWR347-4154 ZYGMONT JEFFREY 347-4904 1401 SMILEY ROLAND 347-4727 1427 BORDONARO DOMINIC 347-4260 1534*PINE WOODS RESTRNT 347-9893 1550 LUMBARD MILES W 347-4264 PLATT JOSEPH B 347-4533	113		287 DTIS DICK L JR 844-8700 334 INGALLS CHARLES 844-8836 348 ESTELLE GERALD 844-4514 370 BAYLOR DAVID J 844-4329 SMITH BEVERLY J 844-4470 375 CLEARY THOS FATHER 844-8314 #HOLY CROSS RECTORY 844-8314 384 PANTOS GEORGE 844-9541 390 SLATER HENRY 844-9392 396 KEECH CALVIN 844-9839 399 MOTT ALTON 844-9438	142 144 152 160 207 209 211
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362 509 570	13 HUNT CLARENCE         844-9428           17 BRENNAN EDWARD         844-8887           19 BODA HERBERT         844-9202			2265 CARPENTER EVAN 844-8049 1 2265% MINER JOHN 844-9625	2 RE 8 TA 0 113 AF 1 BIS DF
	27 JUERGENS ERIC M 844-8775 30 DAYTON HARRIS 844-9503 32 WOODS GROVER L 844-4371			2266 XXXX 00 2312 VANPELT HAROLD 844-9407 2344 SCHULER ROBERT C 844-8857 • 2 BUS 15 RES 3 NEW	t KE M/ Ril
4	35 MARSHALL RUDDLPH 3D844-9405 130 HATFIELD HERBERT 844-4527 284 ZERGENYI ANDREW 844-8979			DRYDEN RD 13068 FREEVILLE	113. 123. A
90	* O BUS 14 RES		1	1401 SMILEY ROLAND 347-4727 1427 BORDONARO DOMINIC 347-4260 KLAUSNER J 347-4260	1 AL AN BE 9 FL
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29	205 COLEMAN ROBT P 898-3464			1604 PARSONS KERMIT 347-4388 1608 TRADESMAN OF FREEVL 347-4401 +	D NO
07 59 51	220 WHITE CHAS E SR 898-3047 * 0 BUS 2 RES			1610 XXXX 00 1611 GAGE F 347-4580 WHITMORE FRED 347-4762 + WHORE PETER KIRK 347-4223	L P R S
69 03 39 03	JUDD FALLS RD 14850 ITHACA		E	1621 HOPPEN ON HOWARD E 347-4337 1631 SON HOWARD E 347-4351 ARD RAYMOND A 347-4351 347-4321 347-4356 -	0 U 9 W 123.
59 71	8*MARINE MIDLAND BANK273-5383 103 MAHR HERBERT 257-2672			347-4296 347-4722 45 347-4724 347-4724	1 127



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1986	and the second		1986	_GEORGE	PBSSIARE OUT INC	13053 CONT 844-9601
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HANET CONT.	DRYDEN CT CASCADILLA SC DRYDN	14850 CONT. 272-9821	DRYDE 277-392	8 24	DENNIS H V BOYDEN FLOYD	844 8837
28	1 1 BUS 2 HES	1 NEW	NO # 273-469 NO # 277-618	+6 27	3 BUS 18 RES	044-9903 044-9952 844-0011 3 NEW
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					GLEASON JIM	B44-4806
184-7519 +6 184-5301 8	2242 CARPENTER ROBT	844-8505 2 844-9419 8	272-6046 277-4160	8 570	GLEASON JIM BATTY TIMOTHY R HENDERSON TERRY	844-4806 +8 844-4938 +6 844-4779 +
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184-7519 +6 188-5201 8 864-7843 5 594-7845 4 684-7624 5 504-7624 5 504-7624 5 504-7624 5 504-7624 5	2242 CARPENTER ROBT 265 CARPENTER BRENDA CARPENTER EVAN 2266 XXXX 2312 VANPELT HAROLD 2344 SCHULE ROBERT C NO # MILLS L * 1 BUS 13 RES	844-8505 2 844-9419 8 844-8049 0 844-8049 0 844-8049 00 844-9407 844-8857 1 844-9016 1 0 NEW	272-604 277-416 272-889 19 273-554 103 272-277 272-129 105 277-248 273-105 273-105	8 370 8 375 +6 384 +6 390 9 396	BATTY TIMOTHY R HENDERSON TERRY BARRETT WM FATHER CLEARY T FATHER PANTOS GEORGE APGAR LEE APGAR LEE APGAR PEGGY KEECH CALVIN	844-4806 +8 844-4938 +8 844-4779 - 844-9050 - 844-8314 +6 844-8314 -8 844-9541 844-4603 844-4603 844-4603 844-4539
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204-700 + 6 80-701 - 8 80-700 - 6 80-700 - 7	2242 CARPENTER ROBT 2265 CARPENTER BRENDA CARPENTER BRENDA 2266 XXXX 2312 VANPELT HAROLD 2344 SCHULER ROBERT C NO # MILLS L * 1 BUS 13 RES DRYDEN RD 13068 FREEVILLE 1401 SMILEY ROLAND 1427 BORDONARO DOMINIC BORDONARO DOMINIC BORDONARO JOANNE	844-8505 2 844-9419 8 844-8049 0 844-8049 0 844-8049 0 844-9017 1 844-9016 1 0 NEW 347-4727 1 347-4727 1	272-604 277-416 277-416 272-889 19 273-654 103 272-277 272-129 105 277-248 273-105 272-416 274-416 272-416 274	8 370 8 375 +6 384 +6 390 9 396 5 399 5 NO # 0 NO # +6	BATTY TIMOTHY R HENDERSON TERRY BARRETT WM FATHER CLEARY T FATHER PANTOS GEORGE APGAR LEE APGAR PEGGY KEECH CALVIN WALDEN JEFFREY S BRALDEY LAUREN HOLY CROSS RECTORY 1 BUS 15 RES	844-4938 +8 844-4779 + 844-9050 + 844-9050 + 844-9514 +6 844-9514 +6 844-9514 8 844-9603 + 844-9603 + 844-9603 + 844-9528 5 844-8527 + 844-8527 + 844-8527 + 844-8514 5 3 NEW
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144 - 15 00 - 16 185 - 1501 - 16 186 - 1501 - 16 186 - 1504 - 16 196 - 1504 - 1 196 - 1504 - 1 196 - 1505 - 16 196 - 1505 - 16 197 - 1605 - 0 197 - 1005 - 1 197 - 1005 - 1005 - 1005 - 1005 - 1005 - 1005 - 1005 - 1005 - 1005 - 10	2242 CARPENTER ROBT 2265 CARPENTER BRENDA CARPENTER BRENDA 2266 XXXX 2312 VANPELT HAROLD 2344 SCHULER ROBERT C 2344 SCHULER ROBERT C 13 RES DRYDEN RD 13068 FREEVILLE DRYDEN RD 13068 FREEVILLE 1401 SMILEY ROLAND 1427 BORDONARO DOMINIC BORDONARO DOMINIC BORDONARO DOMINIC 1550 LUMBARD MILES W VANDERWALL DIRK WHITE TERI 1562 HARVILL LOCILE MASH H F CONSTRCTN	844-8505 2 844-9419 8 844-8049 0 844-8049 0 844-8049 0 844-9017 8 844-9016 1 0 NEW 347-4727 1 347-4260 347-4260 347-4264 3 347-4264 4 347-4067 +6 347-4067 +6	272-604 277-416 277-416 277-416 272-859 19 273-654 103 272-2774 105 277-248 273-105 272-4181 272-4181 272-4181 272-4181 272-4185 273-456 273-852 273-	8 370 8 375 +6 384 +6 390 9 396 5 399 5 NO # 0 NO # +6 * 0 5 GEORG 4 NO # +6	BATTY TIMOTHY R HENDERSON TERRY BARRETT WM FATHER CLEARY T FATHER CLEARY T FATHER PANTOS GEORGE APGAR LEE APGAR PEGGY KEECH CALVIN WALDEN JEFFREY 8 BRALDEY LAUREN HOLY CROSS RECTORY 1 BUS 15 RES IA RD 14886 TRUMANS HENNINGER ALBERT 0 BUS 1 RES	B44-4938 +8 B44-4775 † B44-9050 † B44-9050 † B44-9514 +6 B44-95314 +6 B44-95314 +6 B44-963 B44-963 † B44-963 † B44-963 † B44-9538 † B44-8218 † B44-8218 † B44-8218 † B44-8218 † B44-8314 † B44-8314 † B44-8314 † B44-9538 † B44-9548 † B44-9
114-15-01 - 0 114-15-01 - 0 114-15	2242 CARPENTER ROBT 2265 CARPENTER BRENDA CARPENTER BRENDA 2266 XXXX 2312 VANPELT HAROLD 2344 SCHULER ROBERT C 2344 SCHULES L 1401 SMILEY ROLAND 1401 MORENVALL DIRK WHITE TER 1562 HARVILL LUCILLE MASH H F CONSTRCTN 1604 PARSONS KERMIT	B44-8505 2 844-9419 8 844-8049 0 844-8049 0 844-8049 0 844-9016 1 0 NEW 347-4727 1 347-4260 347-4260 347-4260 347-4260 347-4260 347-4260 347-4263 +6 347-4273 4	272-604 277-416 277-416 272-889 19 273-654 103 272-277 103 272-277 105 277-248 273-105 272-418 272-418 272-418 272-418 272-418 272-418 272-418 272-418 272-304 273-458 272-458 273-458 273-458 272-504 272-50	8 370 8 375 1 +6 384 +6 390 9 396 5 399 5 N0 # +6 GEORG 4 N0 # +6 GERMA	BATTY TIMOTHY R HENDERSON TERRY BARRETT WM FATHER CLEARY T FATHER CLEARY T FATHER PANTOS GEORGE APGAR LEE APGAR PEGGY KEECH CALVIN WALDEN JEFFREY S BRALDEY LAUREN HOLY CROSS RECTORY 1 BUS 15 RES IA RD 14886 TRUMANS HENNINGER ALBERT 0 BUS 1 RES	844-4936 -8 844-4938 -8 844-4938 -8 844-9050 1 844-9050 1 844-9518 5 844-9518 5 844-9518 5 844-8517 1 844-8517 1 845-8517 1 845-8517 1 845-85517 1 845-855
144-15/01 - 6 184-15/41 - 6 184-15/41 - 6 184-15/41 - 6 194-15/41 - 6 194-15/41 - 6 194-15/41 - 6 194-15/41 - 6 194-15/41 - 6 194-15/41 - 6 197-15/21 - 6 197-15	2242 CARPENTER ROBT 2265 CARPENTER BRENDA CARPENTER BRENDA 2266 XXXX 2312 VANPELT HAROLD 2344 SCHULER ROBERT C 2344 SCHULER ROBERT C 2346 SCHULER ROBERT C 2347 SCHULER ROBERT C 2348 SCHULER ROBERT ROBERT C 2348 SCHULER ROBERT R	B44-8505 2 B44-9419 8 844-8049 0 B44-8049 0 B44-9007 844-9857 1 B44-9016 1 0 NEW 347-4727 1 347-4280 347-4284 347-4284 347-4087 +6 347-4273 4 0 347-4388 347-4388	272-604 277-416 277-416 272-889 19 273-554 103 272-277 103 272-277 105 277-248 273-105 272-418 272-41	8         370           8         375           1+6         384           +6         390           9         396           5         399           5         N0 #           0         N0 #           +6         GEORG           4         N0 #           +6         GERMA           4         1           +6         6	BATTY TIMOTHY R HENDERSON TERRY BARRETT WM FATHER CLEARY T FATHER CLEARY T FATHER PANTOS GEORGE APGAR LEE APGAR PEGGY KEECH CALVIN WALDEN JEFFREY 8 BRALDEY LAUREN HOLY CROSS RECTORY 1 BUS 15 RES IA RD 14886 TRUMANS HENNINGER ALBERT 0 BUS 1 RES N CROSS RD 14850 ITH XXXX COOK H C	B44-4936 -8 B44-4776 - B44-9050 - B44-9050 - B44-9514 +6 B44-9514 +6 B44-9514 -6 B44-9514 - B44-9514 - B44-9518 5 B44-8527 + B44-8527 + B44-8527 + B44-8514 5 B44-8514 - SHEW B44-8514 - SHEW B44-8514 - SHEW B44-8514 - SHEW B44-9518 - SHEW B44-8514 - SHEW B44-8514 - SHEW SH
144-15-01 = 6 184-15-14 184-15-14 194-15-15-15-15-15-15-15-15-15-15-15-15-15-	2242 CARPENTER ROBT 2265 CARPENTER BRENDA 2266 CARPENTER BRENDA 2266 XXXX 2312 VANPELT HAROLD 2344 SCHULER ROBERT C 2344 SCHULER ROBERT C 2344 SCHULER ROBERT C 2344 SCHULER ROBERT C 1401 SILLEY ROLAND 1401 SMILEY ROLAND 1401 SMILEY ROLAND 1401 BORDONARO DOMINIC BORDONARO DOMINIC BORDONARO DOMINIC 1407 BORDONARO DOMINIC 1408 BORDONARO JOANNE 1550 LUMBARD MILES W VANDERWALL DURK WHITE TERI 1562 HARVILL LUCILLE MASH H F CONSTRCTN 1604 PARSONS KERMIT 1605 PARSONS KERMIT 1606 WALTHOUR CYNTHIA WALTHOUR CYNTHIA 1610 XXXX	B44-8505 2 B44-9419 8 844-8049 0 B44-8049 0 B44-9007 844-9857 1 B44-9016 1 0 NEW 347-4727 1 347-4260 347-4264 347-4264 347-4067 +6 347-4273 4 0347-4388 347-4364 4 347-4364 4 347-4364 00	272-604 277-416 277-416 272-277 103 272-277 105 273-105 273-105 272-418 105 277-248 272-41	8         370           8         375           1+6         384           +6         390           9         396           5         399           5         N0 #           +6         GEORG           4         N0 #           +6         GERMA           +6         9           2         9	BATTY TIMOTHY R HENDERSON TERRY BARRETT WM FATHER CLEARY T FATHER CLEARY T FATHER PANTOS GEORGE APGAR LEE APGAR PEGGY KEECH CALVIN WALDEN JEFFREY 3 BRALDEY LAUREN HOLY CROSS RECTORY 1 BUS 15 RES IA RD 14886 TRUMANS HENNINGER ALBERT 0 BUS 1 RES N CROSS RD 14850 ITH XXXX COOK H C DUKE TOMM LATHROP DARRYL	B44-4936 -8 B44-4936 -8 B44-4936 -8 B44-9050 ; B44-9050 ; B44-8314 +6 B44-9514 8 B44-9514 8 B44-9537 8 B44-9537 8 B44-8318 5 B44-8318 5 B44-848 5 B44
144-540 + 6 154-7543 5 561-7543 5 561-7543 5 561-754 6 561-754 6 561-754 6 561-754 6 561-754 6 561-754 6 561-754 6 577-7505 4 11 NEW 177-5653 0 177-5653 0 177-5653 4 177-5653 4 177-5654 4 177-5653 4 177-5654 4 177-	2242 CARPENTER ROBT 2265 CARPENTER BRENDA 2266 XXXX 2312 VANPELT HAROLD 2344 SCHULER ROBERT C 2344 SCHULER ROBERT C 1407 MILLS L 1401 SMILEY ROLAND 1401 SMILEY ROLAND 1401 SMILEY ROLAND 1401 SMILEY ROLAND 1401 BORDONARO DOMINIC BORDONARO DOMINIC BORDONARO JOANNE 1500 LUMBARD MILES W VANDERWALL DIRK WHITE TERI 1502 HARSONS KERMIT 1604 PARSONS KERMIT 1609 PARSONS KERMIT 1609 WALTHOUR CYNTHIA WALTHOUR CANTON 1610 XXXX 1611 GAGE F 1621 HOPPER PETER KIRK	844-8505 2 844-9419 8 844-9049 0 844-8049 0 844-8049 0 844-9017 8 844-9016 1 0 NEW 347-4727 1 347-4280 347-4280 347-4280 347-4284 347-4067 +6 347-4273 4 0 347-4273 4 0 347-4388 347-4364 4 347-4364 0 347-4580 347-4582 +6	272-604 277-416 277-416 277-416 272-889 19 272-277 103 272-277 105 272-418 272-270 272-304 272-204 273-636 C 273-636 C 273-636	8     370       8     375       +6     384       +6     390       9     396       5     399       5     NO #       +6     *       6     *       6     GERMA       4     1       +6     9       2     *       +6     *	BATTY TIMOTHY R HENDERSON TERRY BARRETT WM FATHER CLEARY T FATHER CLEARY T FATHER PANTOS GEORGE APGAR LEE APGAR PEGGY KEECH CALVIN WALDEN JEFFREY S BRALDEY LAUREN HOLY CROSS RECTORY 1 BUS 15 RES IA RD 14886 TRUMANS HENNINGER ALBERT 0 BUS 1 RES N CROSS RD 14850 ITI XXXX COOK H C DUKE TOMM LATHROP DARRYL WHITE PATRICIA WHITE ROBERT	B44-4936 -8 B44-4775 - 7 B44-9050 - 8 B44-8314 -6 B44-8314 -6 B44-8314 -6 B44-9539 B44-9539 B44-9539 B44-9539 B44-9539 B44-9531 - 5 3 NEW B44-8314 -5 3 NEW
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384 PANTOS George 607-844-9541 20 44-4541 20 44-4541	Interview         OO         0         225         SXXX         OO         OO         WEALTH CODE 3.6           Into         607-279-1103         259         CLARUM Howard         607-844-856         0         WEALTH CODE 3.6           Into         607-279-1103         CLARUM Howard         607-844-856         0         WEALTH CODE 3.6
396 MYERS Jim Jr 607-844-4664 +1 399 MIKULA Mike 607-844-3037 5 2 BUS 13 RES 3 NEW	OD         +1         355         YMP Graphic         S07-644-800         X         NE-VVMAIN +11           nisel         007-273-7003         304         MXX SOUTHERS NO         607-844-800         5         52         BORTZ Mallyn           r         507-273-7003         304         MXX SOUTHERS NO         607-844-800         5         BORTZ Mallyn           r         507-273-7003         004         *         REACH OUT FOR CHRIST 607-844-800         +1         BORTZ Mallyn
GERMAN CROSS RD 14850	b         g07/2749611         2 BUS         36 RES         4 NEW         A         LANSING S           mJ         807/273-807         8         0 BUS         3 RES         4 NEW         0 BUS         3 RES           mJ         807/273-807         8         (ONES AV 13073 GROTON         0 BUS         3 RES
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007-030-7217 3 X PURVIS RD 007-644-6457 RINGWOOD RO 007-031 7217 3 730 HAMMORD David 000 3 1920 80000 RO	254         MCKENNA M C         507-277-3786         183         WHITTA           266         NOCK Twothy         OO         4         190         NATHAN           X         SNYDER HILL RD         209         MURHE         214         SOLTER
Schutt RD         X         Schutt RD         1922         Construct Tomas           Mor Ass. 6270         X         Schutt RD         NEW         1982         Occurrent Tomas           Mor Ass. 6270         X         Schutt RD         X         Schutt RD         NEW           Mor Ass. 6270         X         Schutt RD         X         NEW         108         Nets. 6           Mor Ass. 6270         X         Schutt RD         X         Schutt RD         NeW         108         Nets. 6           Mor Ass. 6270         X         Schutt RD         13053         DRYDEN         Nets. 6         N	* 2 BUS 32 RES 2 NEW 234 • GRUTT/ GEORGE RD 13068 X CC
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4867 X SPRING HOUSE RD X YELLOW ★ 8 BUS 11 RES 3 NEW 2008 ★ SEE EV WAVE	390 ELEYBURN Lone 607-844-4510 2 396 XXXX OO 399 MIKULA Mike 607-844-3037 X
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315-495-2295 4 1414 * FREEVILLE XTRA MART 507-347-4208 7 2180 • DSMELOSK 315-495-9468 4 1418 * BB FARMS 507-347-4386 3 2185 XXXX DO 4 1427 • FITZGIBBONS Thomas J DO 2 V IRISH	3 ● CASE Richard 607-844-8326 133 FA 5 XXXX 00 140 XX 7 ● GROSS David 607-844-4237 142 0 GA 8 XXXX 00 144 0 BC
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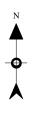
Engineering Architecture Environmental

# **APPENDIX 3**

**Aerial Photographs** 







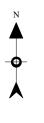




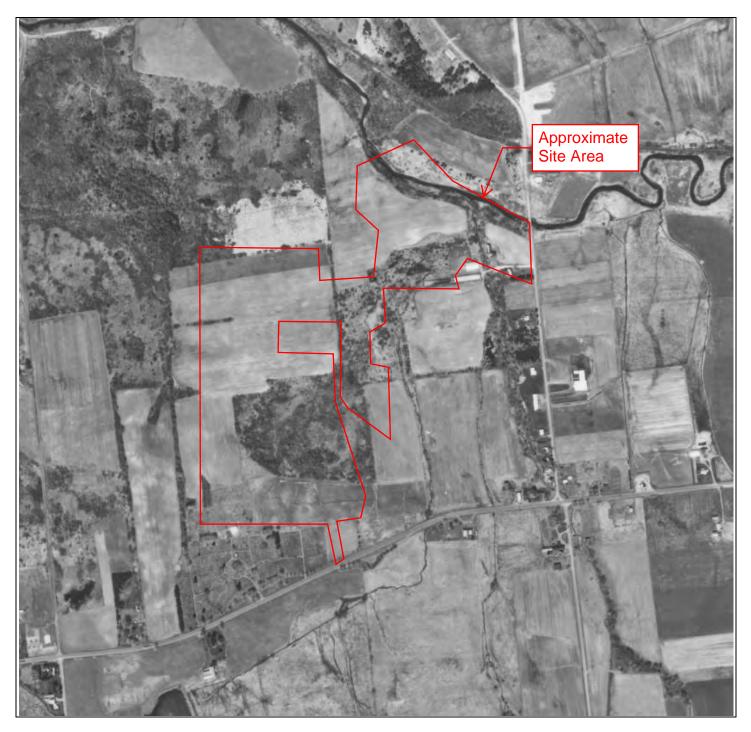












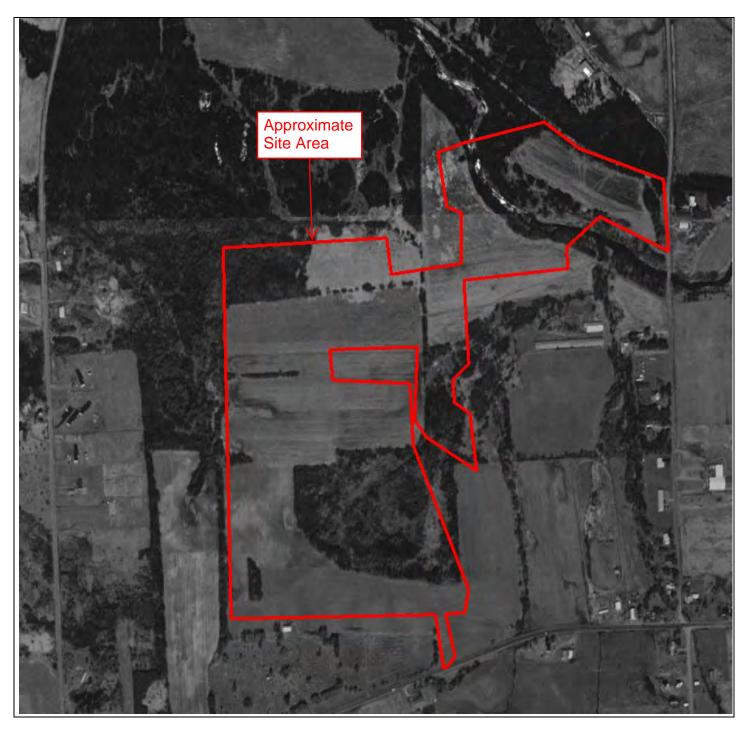






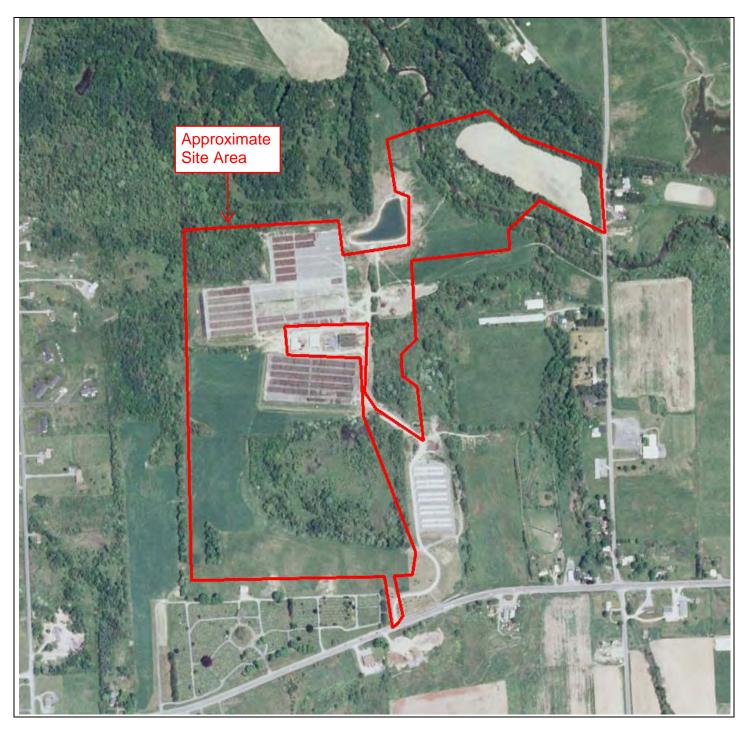






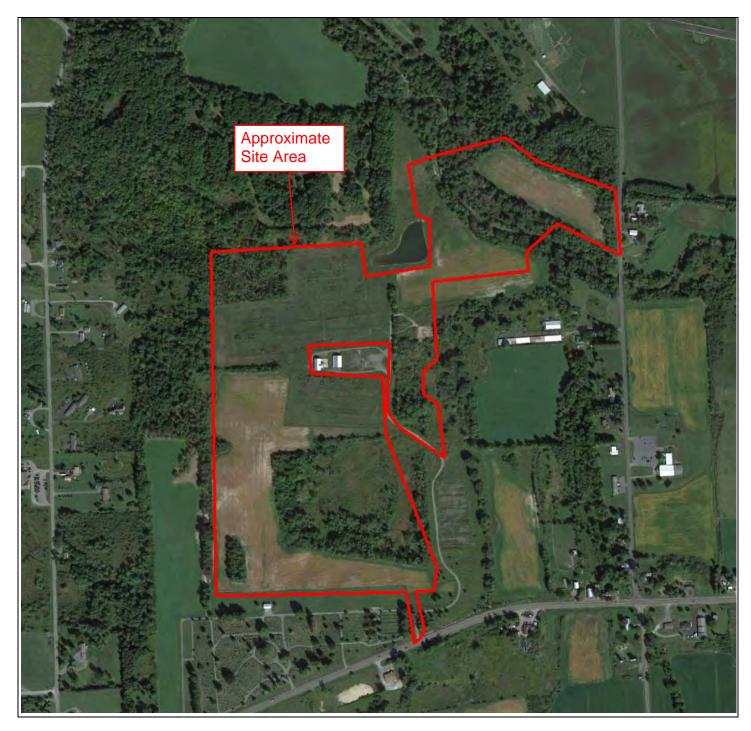
























Engineering Architecture Environmental

# **APPENDIX 4**

Site Reconnaissance Worksheet



#### Site Reconnaissance Worksheet

Project #	2170437
Address	2150 Dujden Rd.
Date of Site Inspection	3/8/17
# of Structures	0
Usage at Time of Site Inspection	under. / agricultural
Nature of Area (circle one)	Rural Urban Suburban
Topography (If Sloping – Note Direction)	varies (referton pond to them

Site Sketch (label north):



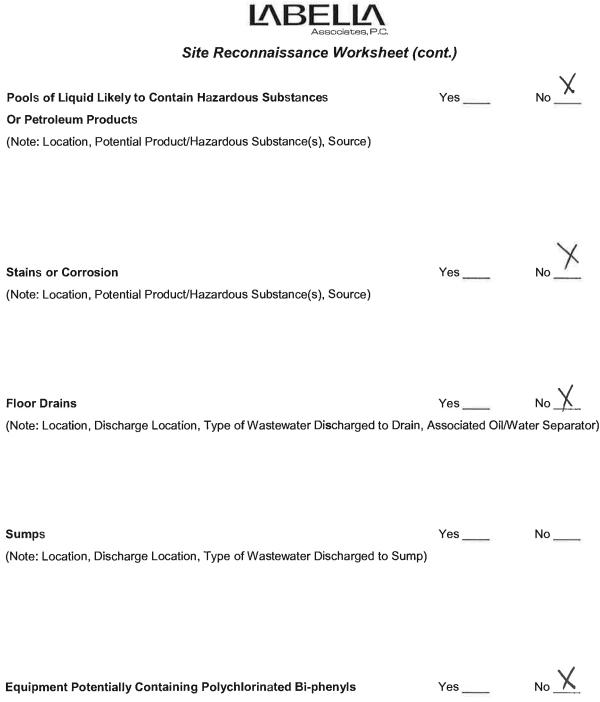
Adjacent Properties and Address:

North	under.
East	NE-auto repair
South	cemetany
West	under.

#### Site Reconnaissance Worksheet (cont.)

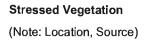
Petroleum Product Storage and/or Usage (Note: Type, Quantity, Usage, Disposal Receipts)	Yes	No
		V
Hazardous Substances Storage and/or Usage (Note: Type, Quantity, Usage, Disposal Receipts)	Yes	No A
Unidentified Substances or Containers (Note: Type and Quantity)	Yes	No 🗡
Strong, Pungent, or Noxious Odors (Note: Type and Source)	Yes	No 🗡
Parts Washers	Yes	No X

(Note: Type - Self-contained or Not, Location, Waste Disposal Receipts)

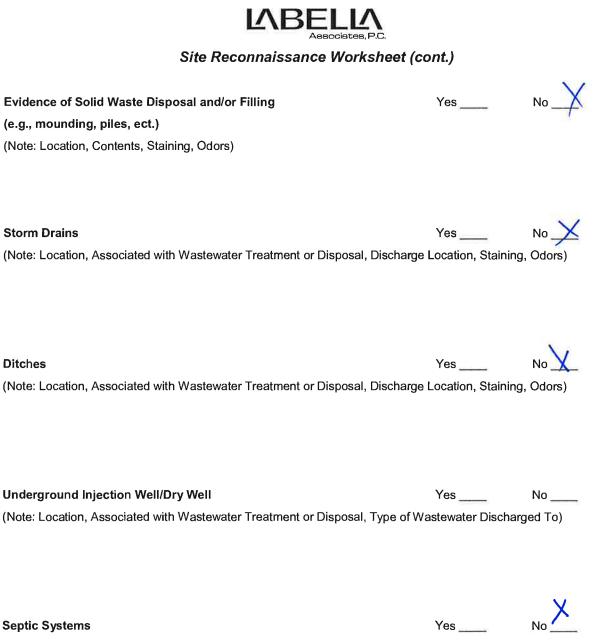


(Note: Location, Type - Pad/Pole Mounted, PCB-containing, Owner, Condition)

<b>LABELLA</b> Associates, P.C.		
Site Reconnaissance Worksheet (co	ont.)	
<b>Elevators</b> (Note: Location, Hydraulic/Mechanical/Electric, Underground Components, Loca	Yes tion of Reservoir)	No <u>X</u>
Lifts (Note: Location, Hydraulic/Mechanical/Electric, Underground Components, Loca	Yes tion of Reservoir)	No
Lift Scars (Note: Location, Former Hydraulic/Mechanical/Electric, Underground Componer	Yes its, Location of Re	No X servoir)
Stained Soil (Note: Location, Apparent Type of Staining, Source)	Ye <b>s</b>	No X
Stained Pavement (Note: Location, Apparent Type of Staining, Source)	Ye <b>s</b>	No X



Yes\_\_\_\_ No 🔀



(Note: Location, Direction of Leach Lines, Type of Wastewater Discharged)

 Monitoring Wells
 Yes \_\_\_\_\_
 No \_\_\_\_\_

 (Note: Location, Purpose, Analytical Data Available)
 Yes \_\_\_\_\_
 No \_\_\_\_\_

#### Site Reconnaissance Worksheet (cont.)

Potable Water Wells		Yes	No
(Note: Location and Analytical Data	a Available)		
Indicators of Historical Usages (	e.g., signs, equipment, ect.)	Yes	No
(Note: Item and Indication of Usage			
Limitations:			
None None	Overgrown vegetation	Topography	
Snow	Size		
Access (Note Inaccessible Stru	ctures:		

#### Additional Notes:

#### Site Reconnaissance Worksheet (cont.) – Aboveground Storage Tanks

#### **Aboveground Storage Tanks**

Yes \_\_\_\_\_

No

Note: Location, capacity, contents, usage, in-service (yes/no), fill port location, vent pipe location, leaks/stains/spills in vicinity, storage conditions – under asphalt, vaulted, under grassy area, fuel pumps)

#	Capacity	Contents	Location	Storage Conditions	Usage
-					
_					

Notes:

#### Site Reconnaissance Worksheet (cont.) – Underground Storage Tanks

Evidence of Underground Storage Tanks

Yes \_\_\_\_ No \_\_\_\_

(i.e., vent pipes, fill ports, pumps, fill port covers)

(Note: Location, Type of Evidence, capacity, contents, usage, in-service (yes/no), fill port location, vent pipe location, leaks/stains/spills in vicinity, storage conditions – under asphalt, vaulted, under grassy area, fuel pumps)

Evidence of the Potential Removal/Closure of Yes \_\_\_\_ No X Underground Storage Tanks (e.g., patches in pavement, piping, ect.) (Note: Location, Type of Evidence, leaks/stains/spills in vicinity)

#### NO. 60 LIS PENDENS

#### Chemung Canal Trust Company Plaintiff

#### VS

RPM Ecosystems Ithaca, LLC, RPM Holdings, LLC, Marvin G. Marshall, Patricia J. Marshall, US Income Partners, LLC, County of Tompkins, Tompkins County Industrial Development Agency, Ansbro Petroleum Company, LLC, Beck Farms, LP, John Doe and Jane Doe

Defendants

Record Date:	4-8-2011	<i>Time:</i> 11:34 PM
Instrument # :	573703-002	
Court:	Supreme	

Index No. 2011-0359

Notice of Pendency of Action filed 4-8-2011, see attached copy

Summons & Complaint filed 4-8-2011

Affidavit of Service of Summons and Complaint on Ansbro Petroleum Company filed April 20, 2011; on US Income Partners filed Apr. 21, 2011; on Beck Farms, L.P.; County of Tompkins; Tompkins County Industrial Development Agency; Marvin G. Marshall; RPM Ecosystems Ithaca, LLC; RPM Holdings, LLC; and Patricia J. Marshall all filed April 28, 2012.

Notice of Appearance and Waiver of Service by County of Tompkins filed May 6, 2011.

Order of Reference to Compute Amount Due filed Aug. 16, 2011.

Oath of Referee to Compute filed October 7, 2011.

Plaintiff's Costs filed October 7, 2011.

Judgment of Foreclosure and Sale dated Nov. 14, 2011, filed Nov. 16, 2011. Orders, among other things...that the mortgaged premises... "be sold at public auction at the Tompkins County Court House in the City of Ithaca...by and under the direction of James R. Henry, who is hereby appointed Referee for that purpose"...

Notice of Sale dated Nov. 18, 2011, filed Nov. 22, 2011. Shows that "the referee in said Judgment names will sell at public auction in the main hallway inside the first floor entrance of the Tompkins County Courthouse in the City of Ithaca... on the 19th day of December, 2011 at 10:00 o'clock in the forenoon on that day the premises by said judgment to be sold"...

Affidavit of Posting of Notice of Sale sworn to Nov. 21, 2011, filed Nov. 28, 2011 shows that Notice of Sale was posted on Nov. 21, 2011 in the City of Ithaca in 3 conspicuous places as follows: 1) Ithaca City Hall; 2) Tompkins County Courthouse; and 3) Ithaca Town Hall. Also shows posting in the Town of Dryden on Nov. 21, 2011 in 3 conspicuous places as follows: 1) U.S. Post Office; 2) Dryden Village Office; and 3) Dryden Town Hall.

#### NO. 60 CONTINUED

Affidavit of Publication of Notice of Sale by the Ithaca Journall sworn to Dec. 9, 2011, filed Dec. 13, 2011. Shows publication on Nov. 22, Nov. 25, Nov. 29, Dec. 2, Dec. 6 and Dec. 9, 2011.

Memorandum and Terms of Sale filed November 22, 2011.

Referee's Report of Sale filed March 30, 2012.

-



### Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

#### 1nstrument Number \*573703-002\*

Delivered By:

Return To:

STEWART TITLE INSURANCE CORP

Receipt No.	573703
Date:	. 04/08/2011
Time:	11:34 AM
Document Type:	LIS PENDENS
Parties To Transaction:	2011-0359

Town/City:

**Deed Information** 

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.;

State of New York Tompkins County Clerk Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valent.

SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS RECEIVED/FILED TOMPKINS COUNTY CLERK 2011 APR -8 AMII: 34

CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

v.

#### ----

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G, MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP, JOHN DOE and JANE DOE,

#### NOTICE OF PENDENCY OF ACTION

Index No. 2011-0359

Defendants,

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in this Court upon a complaint of the above named plaintiff against the above named defendants for the foreclosure of a mortgage bearing date the 16<sup>th</sup> day of November, 2006, executed by Marvin G. Marshall as Manager of RPM Ecosystems Ithaca, LLC, to Chemung Canal Trust Company, to secure the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,850,000.00), and recorded on November 17, 2006 in the records of the Tompkins County Clerk's Office as Instrument Number 499907-002.

AND NOTICE IS FURTHER GIVEN that the mortgaged premises affected by the said foreclosure action are described in said mortgage as follows, to wit: set forth as SCHEDULE A.

The Clerk of the County of Tompkins is directed to index this notice to the name of the defendants RPM Ecosystems Ithaca, LLC, County of Tompkins, Tompkins County Industrial

Development Agency, Ansbro Petroleum Company, LLC and Beck Farms, LP.

Dated: April 6, 2011 at Ithaca, New York

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorneys for the Plaintiff Office and P.O. Address 115 West Green Street Ithaca, New York 14850 Tel. (607) 273-5787

### No. 61 ORDER AND JUDGMENT

OF

### HON. PHILLIP R. RUMSEY, S.C.J.

Instrument Date:	07-06-2011			
Record Date:	7-12-2011			
Instrument Location:	Liber 2011-0353 of Deeds; Page			

For above instrument, see attached copy

I ompkins County Document Keport Generated 06/01/2012 12:40 PM

When Filed/Docketed       Index Number         7/12/2011       2011-0353         2013       2011-0353         ied Satisfied       Execution Returned Unsatisfied	d st Less Payment Judgment \$0.00 \$3,745,355.66		Judgment Debton RPM ECOSYSTEMES ITHACA LLC 95 Brown Road #139 Ithaca NY	ad #139
Judgment Type     Court     When Filed/C       ORDER AND JUDGME     SUPREME     7/12/2011       Partially Satisfied     Execution Returned Satisfied	Transcripts Filed AGAINST Marvin G. & Patricia ount of money. Damages Costs Interest \$3,745,355.66 \$0.00 \$0.00			95 Brown Road #139 Ithaca NY
SS Pamaliy	CJ038753-001 Remarks ALSO CONTAINS JUDGMENT AGAINST Marvin G. & Patricia J. MARSHALL for a different amount of money. J. MARSHALL for a different amount of money. CROSSMORE LAW OFFICE \$3,745,355.66 \$0.0	115 WEST GREEN STREET	ITHACA, NY 14850 Judgment Creditor CHEMUNG CANAL TRUST COMPANY One Chemung Canal Piaza Elmira NY 14901	

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### Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 607-274-5431 Fax: 607-274-5445

DATE: 07/12/2011

Document Type: Judgment - ORDER AND JUDGMEN\*

Index Number 2011-0353

Parties to Transaction CHEMUNG CANAL TRUST COMPANY

&

RPM ECOSYSTEMES ITHACA LLC

Remarks:

ALSO CONTAINS JUDGMENT AGAINST Marvin G. & Patricia J. \_\_\_\_\_ MARSHALL for a different amount of money.

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valente

**Tompkins County Clerk** 



### SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS

### CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

۷.

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL and PATRICIA J. MARSHALL,

#### ORDER AND JUDGMENT

RECEIVED/FILED

2011 JUL 12 PM 3: 10

Index No. 2011-0353 RJI No. 2011-0320-X Justice PHILLIP R RUMSEY

Defendants.

On reading and filing the Summons and Complaint (verified by Robert M. Pichette, Vice President of the plaintiff on April 1, 2011) wherein the plaintiff seeks to recover against the defendants on account of debt instruments and guarantees thereof made by the defendants; the affidavits of service and mailing showing due service of the Summons and Complaint upon all of the defendants and, additionally, showing compliance with CPLR Section 3215(g)(3)(i) with respect to the defendants Marvin G. Marshall and Patricia J. Marshall; and the Statement for Judgment affirmed by Edward Y. Crossmore, Esq. on June 23, 2011, from which it appears that no defendant has appeared in this action or answered the Complaint, and that the time to do so has expired; and that the plaintiff is requesting leave to request an award of attorneys' fees at a later date;

NOW, UPON MOTION of the Crossmore Law Office, attorneys for plaintiff herein, it is hereby

ORDERED that plaintiff's request for an award of attorneys' fees is preserved and shall not merge with this judgment; and it is further

THE CROSSMORE LAW OFFICE 115 West Green Street 1thaca. New York 14850 76LEPHONE: (607) 273-5787 ORDERED that plaintiff on proper papers may apply to the Court at a later time for an award of attorneys' fees; and it is further

ADJUDGED AND DECREED that the plaintiff, Chemung Canal Trust Company, having offices at One Chemung Canal Plaza, Elmira, New York, does recover of defendant RPM Ecosystems lthaca, LLC and defendant RPM Holdings, LLC, each having offices at 95 Brown Road, #139, lthaca, New York, the sum of \$3,745,355.66; and it is further

ADJUDGED AND DECREED that plaintiff, Chemung Canal Trust Company, having offices at One Chemung Canal Plaza, Elmira, New York, does recover of defendants Marvin G. Marshall and Patricia J. Marshall, both residing at 16 Observatory Circle, Ithaca, New York, the sum of

2

\$3,053,882.21.

July Dated: <del>June</del> b\_,2011 at Ithaca, New York [Cortland] ENTER:.

Hon. Phillip R. Rumsey Supreme Court Justice

Entered 7-12-11

DEPUTY COUNTY CLERK

# NO. 62 REFEREES DEED

James R. Henry, Referee

to

Chemung Canal Trust Company

Instrument Date:	03-19-2012	
Acknowledged Date:	03-19-2012	
Record Date:	4-13-2012	<i>Time</i> : 3:58PM
Instrument # :	590093-001	

\_\_\_\_\_

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\_\_\_\_\_

\_ \_\_ -

- 22

\_\_\_\_\_

### **REFEREE'S DEED**

THIS DEED, made March 19, 2012

#### BETWEEN

James R. Henry, of 201 East Cortland Street, Groton, New York 13073, the Referee duly appointed in the action hereinafter mentioned, hereafter called "the seller," and

Chemung Canal Trust Company, of One Chemung Canal Plaza, Elmira, New York, 14902, hereafter called "the buyer,"

WITNESSETH, that the seller, the Referee appointed in an action between Chemung Canal Trust Company as plaintiff and RPM Ecosystems Ithaca, LLC, et al. as defendants (Tompkins County Index No. 2011-0359, foreclosing a mortgage executed by RPM Ecosystems Ithaca, LLC to Chemung Canal Trust Company to secure the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,850,000.00), and recorded as Instrument Number 49907-002 in the office of the Clerk of the County of Tompkins on the 17<sup>th</sup> day of November, 2006, and in pursuance of a Judgment of Foreclosure and Sale of the Supreme Court, County of Tompkins, dated November 14, 2011 and entered in the Tompkins County Clerk's Office on November 16, 2011, and in consideration of the sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) paid, which amount is credited against the amount owed plaintiff under and pursuant to said Judgment of Foreclosure and Sale, does hereby grant and convey unto the buyer,

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ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

**BEGINNING** at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road;

proceeding THENCE northwesterly along the centerline of Virgil Creek for a distance of 581 feet plus or minus to a point in said centerline (this course having a chord bearing of NORTH 54 degrees 32 minutes 16 seconds WEST and a chord distance of 576.26 feet);

proceeding THENCE SOUTH 06 degrees 16 minutes 39 seconds WEST, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 87 degrees 53 minutes 36 seconds WEST for a distance of 612.02 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 07 degrees 02 minutes 38 seconds WEST for a distance of 1,031.96 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 82 degrees 35 minutes 39 seconds EAST for a distance of 405.90 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 02 degrees 47 minutes 35 seconds WEST for a distance of 1,035.23 feet to a point;

proceeding THENCE NORTH 83 degrees 10 minutes 11 seconds WEST for a distance of 7.15 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 44 degrees 41 minutes 56 seconds WEST for a distance of 37.41 feet to a point;

proceeding THENCE NORTH 80 degrees 04 minutes 35 seconds WEST for a distance of 121.56 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 89 degrees 29 minutes 49 seconds WEST for a distance of 243.95 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 26 degrees 19 minutes 00 seconds WEST for a distance of 47.78 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 78 degrees 35 minutes 18 seconds WEST for a distance of 17.67 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 31 degrees 53 minutes 49 seconds WEST for a distance of 48.77 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 77 degrees 13 minutes 43 seconds WEST for a distance of 559.27 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 37 degrees 08 minutes 00 seconds WEST for a distance of 43.65 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 78 degrees 25 minutes 12 seconds WEST for a distance of 4.35 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 08 degrees 18 minutes 56 seconds EAST, passing through a point marked by an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 82 degrees 25 minutes 46 seconds WEST for a distance of 1,385.19 feet to a point marked by an iron pipe;

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proceeding THENCE NORTH 08 degrees 05 minutes 44 seconds EAST, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 80 degrees 54 minutes 00 seconds EAST for a distance of 1,362.10 feet to a point marked by a square stone monument;

proceeding THENCE NORTH 07 degrees 34 minutes 00 seconds EAST for a distance of 935.23 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the "Old Creek Road";

proceeding THENCE southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of SOUTH 29 degrees 22 minutes 36 seconds EAST and a chord distance of 386,09 feet) to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 83 degrees 10 minutes 43 seconds EAST for a distance of 1,266.78 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the abandoned South George Road;

proceeding THENCE along said former centerline SOUTH 32 degrees 45 minutes 13 seconds EAST for a distance of 107.87 feet; continuing THENCE along said centerline on a curve (having a radius of 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road");

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proceeding THENCE along the centerline of George Road SOUTH 14 degrees 06 minutes 18 seconds WEST for a distance of 48.18 feet to a point; continuing THENCE along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing THENCE along said centerline SOUTH 08 degrees 42 minutes 00 seconds WEST for a distance of 342.25 feet to the point or place of beginning.

**TOGETHER** with a right of way as reserved in the deed by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79.

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# SUBJECT TO the following:

1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.

2. Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.

3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.

4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.

5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.

6. Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.

7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.

8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.

9. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.

10. Easement granted to the Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Rights of the public in and to that portion of the premises which lie within the bounds of the public highway.

The above premises are described in accordance with a survey map entitled "SURVEY MAP LANDS OF PAUL E & BETTY J. COOK, MILITARY LOTS 36, 37 & 47, TOWN OF DRYDEN, COUNTY OF TOMPKINS, STATE OF NEW YORK", dated October 26, 2005, by Michael John Reagan, L.S., a copy of which map was filed in the Tompkins County Clerk's Office as Instrument No. 497111-006 on September 22, 2006 in Drawer ARV, Sheet 41.

BEING the same premises conveyed to RPM Ecosystems Ithaca, LLC by deed from Paul E. Cook and Betty J. Cook dated September 22, 2006, recorded September 22, 2006 in the Tompkins County Clerk's Office as Instrument No. 497111-004.

SUBJECT TO the following insofar as they may affect the above described premises:

1. The rights of the public and others in and to that portion of the above described premises lying within the public highway.

2. Any state of facts including changes in street lines which an accurate survey would show:

3. Any covenants, conditions, easements, agreements, restrictions and similar encumbrances of record;

4. Any zoning ordinances, building restrictions and codes presently in effect and violations thereof of record, if any, now or hereafter on the premises;

5. Rights of tenants and lessees.

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

IN WITNESS WHEREOF, this deed has been duly executed the day and year first above written.

ES R. HENRY

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

On the <u>19</u> day of <u>March</u>, in the year 2012, before me, the undersigned, a notary public in and for said state, personally appeared JAMES R. HENRY, 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.

MARY B. FLANG ublic, St

No. 01FL4802090 Qualified in Tompkins Count Commission Expires Feb 28, 20

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<u>No. 63</u>

STEWART TITLE INSURANCE COMPANY, hereby certifies that we have examined the Indices listed on the Abstract Certificate herewith, against the names persons or corporations listed below, during the time set opposite their respective names:

Thomas L. Todd Elsie W. Todd	) )	Fr. Dec. 20, 1956 to Sept. 21, 1973
James W. Holman Caroline B. Holman	) )	Fr. Sept. 19, 1973 to Dec. 9, 1983
(The) Southern Central Rail Road (D&M) Frederick C. Hill, Referee (Deeds Only)	) )	Fr. Sept. 10, 1868 to Aug. 28, 1895
Simon Borg, Committee (D&M) Garret A. Hobart, Committee (D&M) Henry S. Drinker, Committee (D&M)	) ) )	Fr. Aug. 22, 1895 to Aug. 28, 1895
Lehigh and New York Railroad Company (D&M	))	Fr. Aug. 3, 1895 to Dec. 30, 1949
Lehigh Valley Railroad Company	)	Fr. July 30, 1949 to Apr. 20, 1982
John F. Nash, Trustee	)	Fr. Aug. 11, 1970 to Aug. 9, 1974
Robert C. Haldeman, Trustee	)	Fr. Aug 11, 1970 to Apr. 20, 1982
Mahlon R. Perkins	)	Fr. Apr. 11, 1982 to Apr. 24, 1982
Paul E. Cook Betty J. Cook	) )	Fr. July 9, 1980 to Sept. 23, 2006
RPM Ecosystems Ithaca LLC	)	Fr. Sept. 21, 2006 to Apr. 14, 2012
James R. Henry, Referee (Deeds Only)	)	Fr. Nov. 13, 2001 to Apr. 14, 2012
Chemung Canal Trust Company	)	Fr. Mar. 18, 2012 to Aug. 10, 2012

# And we further certify that we have examined the Judgment Dockets against:

Paul E. Cook Betty J. Cook	) )	Fr. Aug. 10, 2002 to Sept. 23, 2006
RPM Ecosystems Ithaca LLC	)	Fr. Aug. 10, 2002 to Apr. 14, 2012
Chemung Canal Trust Company	)	Fr. Aug. 10, 2002 to Aug. 10, 2012

### ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at the last Set-Out(s) No(s). 62 (Inst #590093-001) preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

- 1. It has searched the Condominium Liens, Consolidated Liens, Deeds, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Incompetencies, Judgments (10 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Records, Mortgages (including Assignments), Orders Appointing Receivers, Surety Bond Liens and Welfare Liens indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including Sept. 10, 1868 to the date of this Certificate.
- 2. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises:
- 3. It found the matters set forth in the Abstract at Set-Outs 1 63; said matters are correctly set forth therein; and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
- 4. The search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
- 5. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this 10th day of Aug., 2012 at 8 o'clock A.M.

STEWART TITLE INSURANCE COMPANY Authorized Officer

Abstracted by 241

Certificate No. 16590

Order No. 128663

No. 10A - For Reference

242 Deeds, Page 437

Alton E. Mott and Frances M. Mott

Right of Way dated Nov. 24, 1936

TO

Ack. Dec. 4, 1936

New York Telephone Company and American Telephone and Telegraph Company Rec. Dec. 15, 1936 at 3:50 PM Con. \$1.00

Alton E. Mott & ano.

242 437

Nsw York Talephona Co. American Tel Co & Tel Co. RECEIVED of the NEW YORK TELEPHONE COMPANY and AMERICAN TELEPHONE AND TELEORAPH COMPANY, hereinefter referred to es the Grantees One Dollar (\$1.00) in consideration of which Alton E. & Frances M. Mott of Freaville, N.Y. R.D. hereinefter called

- x the GRANTOR haraby grante and convays with general warranty unto the Grantees thair respactive successore, assigns, lesesss and egents, a perpetual right of way and eesement to construct, meintain, rspair and operate thair communication lines, consisting of such cebles conduits, manholes end appurtemences, as the businessss of the Grantees their respective successors assigna and lessees may from time to time requira under, through end ecross the property which the Grentor owns or in which the Grantor mey have en interest in the Town of Dryden, County of Tompkins and State of New York, end elso upon over end/or under the highweya upon or adjoining said property, with the right at all times to cross and recross over and propart; with vehiclas and equipment for the purposa of exercising the rights herein grented and of reeching points on Grantase! right of wey on neighboring lends, and with the right to remove from time to time all treas, limbs of trees, brush and structures along aeid lines which may interfera with or endanger the construction or maintanance of the same, and the Grantor for thamself their heirs, eseigns, successore and legal representatives, hereby covanants that no building or other structure will be eracted or permitted within 10 feet of said lines. The Granteas, thair respactive successors, assigns and/or lessees shell compensate the Grantor for all demaga to crops and shall rapair any damaga done to tha drivaweys fences and fielde in the exercise of tha rights harain grantad.

The ebova grant is conditioned upon the further payment to the Grantor of Fifty eight & 00/100 Dollars (\$58.00) if and when construction is bagun hereunder which payment will be accepted by the Grantor in full satisfaction.

IN WITNESS WHEREOF this instrument has been duly executed by the Grantor undar seal this 24 dey of Nov. 1936.

Witnassas: Jamas W. Kaarney Jamas W. Kaarnay

Alton E. Mott L.8. Francaa M. Mott L.8. Fraeville, N.Y. RD Nov. 24, 1936.

Rsceived from the NEW YORK TELEPHONE COMPANY

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Fifty eight & 00/100 Dollars,

ORIGINAL IN FULL PAYMENT FOR RIGHT OF WAY

Covarad in Grant of abova data. \$58.00

Alton E. Mott Frances M. Mott. Land Owner.

H. ODand CLERK

STATE OF NEW YORK COUNTY OF ONONDAGA SS On this 4th day of Dacember 1936, bafore me F.A. Katcham personally oame James W. Kearney of full age, subscribing witness to the annaxed instrument, with whom I am parsonally acquainted, who, baing by me duly sworn according to law on his oath, said that he resides in Syracusa, N.Y. thet at the time of the execution and delivary of said instrument, he was ecquainted with Alton E. Mott and Frances M. Mott end knew tham to be the persons described in and who executed the said instrument; and that ha, the said witness saw them sign, seal and deliver the same es their voluntary act and deed; end thet Alton E. Mott and Frances M. Mott ecknowladged to him the said witness, that they axaoutad and delivered the seme, and thet ha, the said witness, theraupon subscribed his name es ettesting witness thereto. SEAL F. A. Ketcham, Notery Public.

Notarial certificate filad in Tompkins County. My commission axpires Mar 30, 1936.

Recorded Decamber 15, 1936 at 3:50 P.M.

### No. 10B - For Reference

#### 317 Deeds, Page 492

John Turnbull and Constance Turnbull

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Easement dated Jan. 14, 1949

Ack. Jan. 14, 1949

Rec. Jan. 28, 1949 at 2:39 PM

New York State Electric & Gas Corporation

Con. \$1.00

-LINER 317 PAR 492 L7 ME492 Ensement ! ¥ ÷ Che Andersigned, fter called the Grantor b . la ti Ļ Th G by t C.L d af Ó In Consideration, of \$1.00 paid by the G Gas Corporation, a corpo F۶ a atesaized under the irre of the State of New York. I cinal **a** 108 Ear G en Sta et. It a. N their al G ees, the right, privilege or lice at its re, a pole line with the next or di ಂ ಗೆ ಲ tric car and property and/or the high ution for 1 ز ایشد L z 第二、自己の一、「今年」 Courther with the right to trim, cut, and re clear mid and pole line by at least /6 Prostord, however, that any damage (other th as above provided) to the property of the Grantor, caused by the Gra e in a e, shall be b by the Grunte Batrd this 19.*4.9*..... C ì In Presence alle ġ (1.4.) (Salar Tia Wi • • A V . turnlinelles {5a -) E.D FRIEN ille. ·· . 「「「「「「「」」」 Sthace þ ŕþ and all all all all ĩ F Ì Ŧ A 2 ſ ĥĒ Ā mil Ĩ Bure - 19 Ì  $\mathcal{N}$ Ł . Ŧ 1.12 Ð Sec. Det. s. anvory IM . 2. Je ŝ 4 

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### No. 10C - For Reference

455 Deeds, Page 503

Ernest Maxwell

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Iroquois Tel. Corp.

Easement dated Feb. 17, 1965 Ack. Feb. 17, 1965 Rec. Mar. 1, 1965 at 3:02 PM

Con. \$1.00

see Assn, in Deed BK.730pg.164 EASEMENT The undersigned, hereinaftor called the Grantor, being the owner of or having an interest , County of TAMONINS in land situate in the Town of DRYDEN State of New York, locotod as follows: Marth al Vay elen. in consideration of \$1.00 paid by the Grantco, hereby grants and releases unto aspigns, its or their leastos or licensees, the right, privilego and authority to construct, reconstruct, extend, oporate, inspect, maintain and, ot its pleasure, removo its communication system, consisting of such poles, wires, erossarms, conduits, monholes, fixtures, marker poles, buried cables and other appurtenonces os the Grontee, its suc-cessors, assigns, leasees ur agonts may from time to timo require undor, on, ovor, in, through and across the said land and proporty ond/or the highways abutting or running through said lond as foilows: Orche together with the right to trim, cut, sproy and romove trees and brush to the extent necessary to clear said wiros, cables, buried cables and polo lines by at least 4 foot, After original location hereunder, the right of way may be reasonably relocoted from time to time at the olection of the Grantee. Grantee shall have the right to seil, assign, or lease portions of its communication system to other parties and, in thet event, such other parties shali, with the Grantoo, have the right, in like manner ond to like extent as above, to operate their electrical power or other utility system under, on, through, over and across snid proporty or highways; Provided, however, that any domogo (other than for trimming, spraying, cutting or removing trees as provided above) to the property of the Grantor, coused by the Grantoe in constructing or repairing soid communication system, shall be borne by the Grantoe, Witness Whereof, the Grantor has horounto set his hand and soal this 17th doy of <u>، 19 61</u>. <del>^</del> Emint Mohan In prosence of: Address L.S. 211 DIA Address (Subscribing Witness Acknowledgment) State of New Jork chin Quanty of Trans 17 💆 (Personal Acknowledgment) Oa this anally rugae 1965 , helote me perso State of New York ol nin County of scribing witness to the ersonally acquititied, a ing by me duly swe day of . re and soy that the mides at . before me, the subscriber, personally appeared benn be in Conert malwel to me personally known and known to me to be the san person..... described in and who executed the within Instrumi and duly acknowledged to me the execution of the same. said withers (Notary Public) at the same time subscribed h. (Noney Public) (FORCE R. SIMPSON He'ny Public, State of Hew York Outland to benefities Co. No. 55-9017230 My Concession Expires March 30, 19 in LIBER 455 MAGE 503 Bally Robinson ve copy of the original recorded on the , 1965 at 3'02 o'clock and examined. March

### No. 10D - For Reference

730 Deeds, Page 164

Contel of New York Inc. (successor by purchase, merger and/or name change to the grantees shown on Exhibit "A"...)

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Citizens Telecommunication Company of New York. Assignment dated June 30, 1994 Ack. June 29, 1994 Rec. July 29, 1994 at 3:28 PM

Con. \$1.00

# 16ER 730 PAGE 164

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and a surface set

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## 06391

#### ASSIGNMENT OF EASEMENTS

THIS INDENTURE, made as of the 10th day of 01000, 1994, between CONTEL OF NEW YORK, INC. ("Contel"), a corporation organized under the laws of the State of New York with an office at 600 Hidden Ridge, Irving, Texas 75038 (successor by purchase, merger and/or name change to the grantees shown on Exhibit "A" attached hereto and incorporated herein by reference) and CITIZENS TELECOMMUNICATIONS COMPANY OF NEW YORK, INC. ("Citizens"), a corporation organized under the laws of the State of New York with an office at High Ridge Park (no street address), Stamford, Connecticut 06905.

#### WITNESSETH:

WHEREAS, Contel owns certain easements ("Easements") in, on, over, under, through and across certain parcels of real property located in the County of Tompkins and State of New York, and

WHEREAS, said Easements were recorded in the Tompkins County Clerk's Office as set forth on Exhibit "A" attached hereto, and

WIIEREAS, Contel has determined that this assignment to Citizens of said Easements is on terms and conditions beneficial to Contel.

NOW, THEREFORE, Contel, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, release, convey, set over, transfer and assign unto Citizens, its successors and assigns forever, all of the right, title and interest of Contel in and to the Easements, which Easements are more particularly described in the instruments (the "Instruments") recorded in the Tompkins County Clerk's Office as set forth on Exhibit "A" attached hereto, said Instruments being incorporated herein by reference for all purposes, and Citizens does hereby assume any and all covenants and obligations of Contel under the Instruments from and after the date hereof.

TO HAVE AND TO HOLD the right, title and interest hereby granted, released, conveyed, set over, transferred and assigned unto Citizens, its successors and assigns forever.

IN WITNESS WHEREOF, Contel and Citizens have caused this instrument to be duly executed as of the day and year first above written.

CITIZENS TELECOMMUNICATIONS COMPANY OF NEW YORK, INC., a New York corporation

CONTEL OF NEW YORK, INC., a New York corporation

And deline By: Title: Vice President

STATE OF TEXAS

Title: Vice President

By:

COUNTY OF DALLAS

Of the hart

On the 29 day of \_\_\_\_\_, 1994, before me personally came William M. Edwards III, to me known, who, being by me duly sworn, did depose and say that he resides at 680 Briarridge Road, Southlake, Texas 76092-9186; that he is the Vice President of Contel of New York, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Notary Public in and for the State of Texas

LAURIE A. KMIECIAK uLary Public, State of Texas v Comm. Explore 10-30-94

Tompkins County, NY (R)

### LIEER 730 PAGE 173

154.	Grantor:	D. W. Barton, Jr. and	163.	Granior:	Clifford
	-	Daborah G. Barton		Grantee:	Iroquois
	Grantee:	Iroquois Tel. Co.		County:	Tompkie
•	County:	Tompkine		Date:	10/05/75
	Dato: Vilian Datas	07/27/78 Liber 567, Page 811		Filing Data:	Liber 55
•	Filing Data:	LAGET 307, Fage 611	164.	Granter:	Clarence
155.	Graater:	David F. Aiken and Iva M.		Granice:	Dryde
		Aikon			Corport
	Gruntee:	Conici of New York, Inc.		County:	Tompkin
	County:	Tompkine		Date:	07/13/62
	Date:	10/30/89		Filing Data:	Liber 44
	Filing Data:	Liber 657, Page 363		Notes:	No legal
156.	Grantor:	David J. Stastny & Rosemary	165.	Grantor:	Corneliu
	<b>5</b>	D. Stastny		Grantee:	Iroquois
	Gnates:	Continental Telephone of		County:	Tompki
	County:	New York Tompking		Date; Filing Data;	10/09/8 Liber 58
	Date:	03/08/84		LutoR trans:	Liber 50
	Filing Data:	Liber 600, Page 715	166.	Grantor:	Cornell
	• • • •				Judith
157,	Grantor:	David R. McCracken			Assistan
	Grantee:	Iroquois Tel Co.		Grantee:	Contel o
	County:	Tompkins		County:	Tompki
	Date:	11/10/79		Date:	07/28/8
	Filing Data:	Liber 574, Page 1099		Filing Data:	Liber 63
158.	Graator:	David Moesch & Martha L.	167.	Grantor:	Craig S
	Grantee:	Moeach Iroquois Tel Company		Gruntee:	Contel o
	County:	Tompking		County; Date:	Tompki 04/23/9
	Date:	11/01/76		Filing Data:	Liber 6
·	Filing Data:	Liber 556, Page 884			
	•	* 14 F	168.	Grantor:	Cornel
1 <b>59</b> .	Granter:	David R. LaPoint and			Frederia
	Granica:	Frances M. LaPoint GTE New York, Inc.		Genetara	Finance
	County:	Tompkine		Grantee; County:	GTE N Tompki
	Date:	03/02/93		Dale:	08/31/9
•	Filing Data:	Liber 696, Page 134		Filing Data:	Liber 6
160.	Grantor:	Curtis McBomb and John	169.	Grantor:	Defores
		Whiteford and Clara		Grantee:	Contel
		Whiteford		County:	Tompki
	Grantee:	Conicl of NY, Inc.		Date:	03/20/9
	County:	Tompkine		Filing Data:	Liber 6
	Date: Filing Date:	11/05/89 Liber 667 Pres 360	170	<b>C</b>	D 4
	Filing Data:	Liber 657, Page 369	170.	Grantor:	Deforea
161.	Graator:	Curtis A. Vanderbilt and		Grantee: County:	Contel Tompki
		Jean M. Vanderbilt		Date:	03/20/5
	Grantes:	Contel of New York, Inc.		Filing Data:	Liber 6
	County:	Tompkins		-	
	Date:	11/28/89	171.	Grantor:	Erncat
	Filing Data:	Liber 657, Page 366		Grantee:	Iroquoi
162.	Grantor:	Ciyde E. Cotterill and		County;	Tompk
		Marilyn L. Cotterill		Date: Filing Data;	02/17/6 Liber 4
	Grantee:	Iroquois Telephone Corp.		Notes;	No legi
	County:	Tompkins			
	Date:	01/04/66	172.	Grantor:	Enma
	Filing Data:	Liber 461, Page 389		_	Апра
	Notes:	No legal description		Granice:	Contei
-				County: Date:	Tompk
				· Filing Data:	10/28/1 Liber 6
				<ul> <li>Lond rant:</li> </ul>	Lines o

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(BY COUNTY WITH FILING DATA) CONTEL OF NEW YORK - Page 9 Clifford B. Rich Iroquais Telephons Corp. Tompkins 10/05/75 Liber 550, Page 51

Clarence Hallott Drydon Telephone Corporation Tompkina 07/13/62 Liber 442, Page 697 No legal description

Cornelius J. Drost Iroquois Telephone Corp. Tompkins 10/09/80 Liber 581, Page 166

Cornell Uolversity by Judith H. Van Garden, Assistant Treasurer Contel of NY, Inc. Tompkine 07/28/69 Liber 655, Page 1066

Craig Schutt Contel of NY, Inc. Tompkine 04/23/91 Liber 665, Page 981

Cornell University by Frederick A. Rogers, VP for Finance & Treasurer GTE New York, Inc, Tompkins 08/31/92 Liber 693, Page 41

Deforent H. Souna Contel of New York, Inc. Tompkins 03/20/91 Liber 661, Page 761

Deforest H. Souss Contel of New York, Inc. Tompkins 03/20/91 Liber 661, Page 762

Ernest Maxwell Iroquois Tel. Corp. Tompkina 02/17/65 Liber 455, Page 503 No legal description

Emma Lee Brown an Amos J. Brown, Jr. Contel of New York, Inc. Tompkins 10/28/89 Liber 657, Page 382



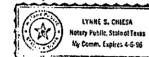
.

### 116ER 730 PAGE 182

#### STATE OF TEXAS

COUNTY	OF	DALLAS	
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On the <u>744</u> day of \_\_\_\_\_\_, 1994, before me personally came Donald K. Roberton to me known, who, bring by me duly sworn, did depose and say that he resides at 38 Campbell Drive, Stamford, CT 06903; that he is the Vice President of Citizens TeleCommunications Company of New York, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by anthority of the board of directors of said corporation.



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Notary Public in and for the State of Texas

#### RETURN BY MAIL TO:

David Burns, Esq. Fleischman & Walsh 6th Floor 1400 16th Street Washington, D.C. 20036

N:\BUSVEC\CORP\244991.1

RECEIVED 8 REAL ESTATE JUL 29 1994 ŝ TRANSFER TAX TCMPKINS COUNTY

For Recorder's Use: -2-

## <u>No. 64</u>

### Inst #598288-001

Chemung Canal Trust Company

то

Scott Pinney

Warranty Deed dated Oct. 2, 2012 Ack. Oct. 2, 2012 Rec. Oct. 5, 2012 at 4:08 PM

Con. \$1.00 etc.



# Aurora R. Valenti TOMPKINS COUNTY CLERK

instrument Number \*598288-001\*

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320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages: (including this cover page)	7		Delivered By: GUTTMAN & WALLACE
Receipt No.	598	288	Return To:
Date:	10/0	05/2012	GUTTMAN & WALLACE 411 N TIOGA ST ITHACA, NY 14850
Time:	04:0	08 PM	
Document Type:	DE	ED	
Parties To Transaction:	СН	EMUNG CANAL TRUST COM	IPANY - PINNE
Town/City:	DR	YDEN	
Deed	<u>Infor</u>	mation	Mortgage Information
Taxable Considera	ition:	\$225,000.00	Taxable Mortgage Amount:
State Transfer Tax	:	\$900.00	Basic Mortgage Tax:
County Transfer Ta	ax:	\$450.00	Special Mortgage Tax:
RETT No.:		00367	Additional Mortgage Tax:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti.

Local Mortgage Tax:

Mortgage Serial No .:

Tompkins County Clerk Please do not remove this page. 5 9 8 2 8 8 - 0 0 1 + 1000 Tax Map #38.-1-3.1

Warranty Deed

This Indenture made the  $2^{\frac{m}{2}}$  day of October in the year Two Thousand Twelve

#### BETWEEN

CHEMUNG CANAL TRUST COMPANY of One Chemung Canal Plaza, Elmira, New York, 14902,

party of the first part, and

SCOTT PINNEY, of 6 Otti Drive, Lansing, New York 14882,

party of the second part,

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

**BEGINNING** at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road;

proceeding THENCE northwesterly along the centerline of Virgil Creek for a distance of 581 feet plus or minus to a point in said centerline (this course having a chord bearing of NORTH 54 degrees 32 minutes 16 seconds WEST and a chord distance of 576.26 feet);

proceeding THENCE SOUTH 06 degrees 16 minutes 39 seconds WEST, passing through a point marked by an iron pin at 120.27 feet plus or minus for a total distance of 348.80 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 87 degrees 53 minutes 36 seconds WEST for a distance of 612.02 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 07 degrees 02 minutes 38 seconds WEST for a distance of 1,031.96 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 82 degrees 35 minutes 39 seconds EAST for a distance of 405.90 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 02 degrees 47 minutes 35 seconds WEST for a distance of 1,035.23 feet to a point;

proceeding THENCE NORTH 83 degrees 10 minutes 11 seconds WEST for a distance of 7.15 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 44 degrees 41 minutes 56 seconds WEST for a distance of 37.41 feet to a point;

proceeding THENCE NORTH 80 degrees 04 minutes 35 seconds WEST for a distance of 121.56 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 89 degrees 29 minutes 49 seconds WEST for a distance of 243.95 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 26 degrees 19 minutes 00 seconds WEST for a distance of 47.78 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 78 degrees 35 minutes 18 seconds WEST for a distance of 17.67 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 31 degrees 53 minutes 49 seconds WEST for a distance of 48.77 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 77 degrees 13 minutes 43 seconds WEST for a distance of 559.27 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 37 degrees 08 minutes 00 seconds WEST for a distance of 43.65 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 78 degrees 25 minutes 12 seconds WEST for a distance of 4.35 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 08 degrees 18 minutes 56 seconds EAST, passing through a point marked by an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 82 degrees 25 minutes 46 seconds WEST for a distance of 1,385.19 feet to a point marked by an iron pipe;

proceeding THENCE NORTH 08 degrees 05 minutes 44 seconds EAST, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 80 degrees 54 minutes 00 seconds EAST for a distance of 1,362.10 feet to a point marked by a square stone monument;

proceeding THENCE NORTH 07 degrees 34 minutes 00 seconds EAST for a distance of 935.23 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the "Old Creek Road";

proceeding THENCE southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of SOUTH 29 degrees 22 minutes 36 seconds EAST and a chord distance of 386.09 feet) to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 83 degrees 10 minutes 43 seconds EAST for a distance of 1,266.78 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the abandoned South George Road;

proceeding THENCE along said former centerline of South George Road SOUTH 32 degrees 45 minutes 13 seconds EAST for a distance of 107.87 feet; continuing THENCE along said former centerline of South George Road on a curve (having a radius of 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road");

proceeding THENCE along the centerline of George Road SOUTH 14 degrees 06 minutes 18 seconds WEST for a distance of 48.18 feet to a point; continuing THENCE along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing THENCE along said centerline of George Road SOUTH 08 degrees 42 minutes 00 seconds WEST for a distance of 342.25 feet to the point or place of beginning, containing 157.9 acres plus or minus net to George Road bounds.

**TOGETHER** with a right of way as reserved in the decd by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79.

### SUBJECT TO the following:

1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.

2. Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.

3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.

4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.

5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.

6. Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.

7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.

8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.

9. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.

10. Easement granted to the Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Easement granted to New York State Electric & Gas Corporation by instrument dated January 8, 2007 and recorded in said Clerk's Office on February 28, 2007 as Instrument No. 504746-007.

12. Easement granted to New York State Electric & Gas Corporation by instrument dated June 25, 2007 and recorded in said Clerk's Office on July 23, 2007 as Instrument No. 512098-010. 13. Easement granted to New York State Electric & Gas Corporation by instrument dated September 10, 2007 and recorded in said Clerk's Office on October 24, 2007 as Instrument No. 516824-008.

14. Easement to New York State Electric & Gas Corporation by instrument dated March 17, 2008 and recorded in said Clerk's Office on April 28, 2008 as Instrument No. 525103-003.

The above premises are described in accordance with a survey map entitled "SURVEY MAP LANDS OF PAUL E & BETTY J. COOK, MILITARY LOTS 36, 37 & 47, TOWN OF DRYDEN, COUNTY OF TOMPKINS, STATE OF NEW YORK", dated October 26, 2005, by Michael John Reagan, L.S., a copy of which map was filed in the Tompkins County Clerk's Office as Instrument No. 497111-006 on September 22, 2006 in Drawer ARV. Sheet 41.

BEING the same premises as conveyed to Chemung Canal Trust Company by Referee's Deed from James Henry, Esq. dated March 19, 2012 and recorded April 13, 2012 in the Tompkins County Clerk's Office as Instrument # 590093-001.

The undersigned is a Vice President of Grantor; the sale of this property from Chemung Canal Trust Company to the Grantee for the consideration to be paid has been duly approved by Chemung Canal Trust Company; the undersigned has been duly authorized to execute the Deed and all other documents reasonably related to the sale of this property; and this sale does not represent the sale of all or substantially all of the assets of Grantor.

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, her heirs and assigns forever

AND said party of the first part covenants as follows:

FIRST, That the parties of the second part shall quietly enjoy the said premises;

SECOND, That the party of the first part will forever WARRANT the title to said premises;

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and

THIRD, That, in Compliance with Section 13 of the Lien Law, 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.

This conveyance is made in the regular course of business and does not constitute all or substantially all of the assets of the Grantor. Grantor specifically authorized this conveyance and specifically authorized Robert M. Pichette. an Officer of the Grantor, to execute all conveyance documents on behalf of the Grantor.

In Witness Whereof, the party of the first part has hereunto set its hand(s) and seal(s) for delivery the day and year first above written

In Presence of

CHEMUNG CANAL TRUST COMPANY

by Robert M. Pichette Vice President

#### STATE OF NEW YORK ) COUNTY OF CHEMUNG )SS.:

On the  $2^{nd}$  day of October in the year 2012 before me, the undersigned, a notary public in and for said state, personally appeared **ROBERT M. PICHETTE**, 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.

indray Bauile OTABY PUBLIC

LINDSAY BARRILE Notary Public, State of New York Reg. No. 01BA6149762 Qualified in Chemung County My Commission Expires July 17, 2014

RON Challes burrdian

## <u>No. 65</u>

#### Inst #598288-002

Statement

BY

Statement dated Aug. 7, 2012

Rec. Oct. 5, 2012 at 4:12 PM

New York State Department of Financial Services



# Aurora R. Valenti

Instrument Number \*598288-002\*

TOMPKINS COUNTY CLERK 320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

**Delivered By:** No. of Pages: 2 (including this **GUTTMAN & WALLACE** cover page) Receipt No. 598288 Return To: **GUTTMAN & WALLACE** 411 N TIOGA ST Date: 10/05/2012 ITHACA, NY 14850 04:12 PM Time: Document Type: MISC RECORDS Parties

CHEMUNG CANAL TRUST COMPANY

To Transaction:

Town/City:

Deed Information

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No .:

Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No .:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti.

*New York State* Department of Financial Services

I, MARTIN D. COFSKY, Deputy Superintendent, Community and Regional Banks. Banking Division, New York State Department of Financial Services, DO HEREBY **CERTIFY**:

THAT, CHEMUNG CANAL TRUST COMPANY, is a corporation duly organized and existing under the laws of the State of New York and has its principal office and place of business at One Chemung Canal Plaza, Elmira, New York. Such corporation is validly existing as a banking organization under the Banking Law of the State of New York. The authorization certificate of such corporation has not been revoked or suspended and such corporation is a subsisting trust company under the supervision of this Department.

WITNESS, my hand and official seal of the Department of Financial Services at the City of New York, this 7th day of August in the Year two thousand and twelve.

~ & (3

Deputy Superintendent Community and Regional Banks

## <u>No. 66</u>

### Inst #598288-003

Corporate Tax Search

ÓF

Tax Search dated Aug. 10, 2012 Rec. Oct. 5, 2012 at 4:12 Pm

Chemung Canal Trust Company



# Aurora R. Valenti TOMPKINS COUNTY CLERK

Instrument Number \*598288-003\*

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

**Delivered By:** No. of Pages: 2 (including this **GUTTMAN & WALLACE** cover page) Receipt No. 598288 Return To: **GUTTMAN & WALLACE** 411 N TIOGA ST 10/05/2012 Date: **ITHACA, NY 14850** 04:12 PM Time: Document Type: MISC RECORDS

Parties To Transaction: CHEMUNG CANAL TRUST COMPANY

Town/City:

**Deed Information** 

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

**RETT No.:** 

State of New York Tompkins County Clerk Mortgage information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti

New York State Department of Taxation and Finance	
Office of Processing and Taxpayer Services	
W A Harriman Campus	
Aibany NY 12227	

**Corporate Tax Search** 

CROSSMORE LAW OFFICE 115 W. GREEN ST. ITHACA/NY 14850 Attention: AMY

# oration flame CHEMUNG CANAL TRUST COMPANY

Incorp Date	Filing period	Termination date	Termination type
01/01/1902	December	· · · · · · · · · · · · · · · · · · ·	

According to our records, tax liens exist for the periods below.

Franchise tax returns are missing for the period(s) ended:

None

Franchise tax payments are past due for period(s) ended:

License fee (Article 9, section 181):

None

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Other fees due

Maintenance fee for period (s) ended:

Lien Provision

The tax shall become a lien on the date the return is required to be filed (without regard to any extension of time for filing the return), except that such tax shall become a lien not later than the date the taxpayer ceases to be subject to the tax or to exercise its franchise or to do business in New York State in a corporate or organized capacity. A dissolved corporation that continues to conduct business shall also be subject to the tax imposed by this article.

Need	help?			
www	Visit our Web site at <b>www.tax.ny.gov</b> • gat information and manage your taxes online • check for new online sarvices and featuras		Telephone assistance Corporation Tax Information Center To order forms and publications.	(518) 485-6027 (518) 457-5431
	Text Telephone (TTY) Hotline (for persons with heanng and speech disabilities using a TTY). If you have access to a TTY, contact us at (518) 485-5082 If you do not own e TTY, check with independent living centers or community action progrems to find out where machines are available for public use	Ġ	Persona with disabilities: In complia Americans with Disabilities Act, wa that our lobbies, offices, meeting ro other facilities are accessible to per disabilities. If you have questions a accommodationa for persons with o the information center.	will ensura oms, and aons with bout apecial
TR-763 (9/1				

Articles 9, 9-A, 13, 13-A, 32, and 33. Reference ID

RN:

Friday, August 10, 2012 SN: 286867

## <u>No. 67</u>

Inst #598288-004

Corporate Resolution

OF

Resolution dated Feb. 22, 2011 Rec. Oct. 5, 2012 at 4:13 PM

Chemung Canal Trust Company



# Aurora R. Valenti

instrument Number \*598288-004\*

TOMPKINS COUNTY CLERK 320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages: (including this cover page)	2	Delivered By: GUTTMAN & WALLACE
Receipt No.	598288	Return To:
Date:	10/05/2012	GUTTMAN & WALLACE 411 N TIOGA ST ITHACA, NY 14850
Time:	04:13 PM	
Document Type:	MISC RECORDS	
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CHEMUNG CANAL TRUST COMPANY

To Transaction:

Town/City:

**Deed Information** 

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.:

Stete of New York Tompkins County Clerk Mortgage Information

Taxable Mortgege Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti.

Tompkins County Clerk Please do not remove this page.

### CORPORATE RESOLUTION

I, JANE H. ADAMY, being duly swom deposes and seys that she is Senior Vice President & Corporate Sacretary of CHEMUNG CANAL TRUST COMPANY, a corporation duly organized end existing under and by virtue of the laws of the State of New York; end that the following is a true end correct copy of a resolution duly adopted by the Boerd of Directors at e meeting duly held in the City of Elmire, New York on Merch 17, 2010:

RESOLVED, (1) thet one of the following officers: the President, an Executive Vice President or any two Senior Vice Presidents, with the exception of the Chief Auditor end env officer essigned to the Audit Depertment, ere authorized end empowered to sign, execute or endorse the fotlowing in unilmited emounts; (2) thet any one Senior Vice President, Vice President (with the exception of the Chief Auditor end eny officer essigned to the Audit Dspartmant) Branch Manager, or any officer or eccounting menager essigned to the Finence Department are authorized to sign, axacute or endorse the following not to exceed \$3,000,000; end (3) that eny one officer whose title is not designeted ebove, with the exception of the Chief Auditor and env officer essigned to the Audit Department, is euthorized end empowered to sign, execute and endorse the following in amounts not to exceed \$100,000.00:

- Checks, drafts, certificates of deposit, certified checks; (a)
- Advices for the transfer or payment of funds; Ìb)
- Orders or vouchers upon which the signatures or endorsement of the corporation is required; (c)
- Such other documents necessery to accomplish the foregoing; and be it (d)

FURTHER RESOLVED, that any two of the following officers (with the exception of the Chief Auditor end eny officer assigned to the Audit Department): the President, an Executive Vice President, a Senior Vice President, e Vice President, or eny one of them, together with eny officer whose title is not designeted above, or the eccounting meneger essigned to the Finance Department, ere euthorized and empowered to:

- Sign orders for the delivery of securitles owned by the corporation; (e)
- Buy for the corporation securities conforming to the laws governing investments for trust companies in the (b) State of New York;
- Sett, essign and transfer shares of corporete stock, United States Government Bonds, bonds or (C) indebtedness, debentura bonds or debenture stocks end real estate owned end held by the corporation; end to make, execute and deliver in the neme and on behalf of the corporation alt necessary and proper documents including such as may be necessery for the eppointment of en ettomey or ettomeys to eccomptish the same;
- Execute such other documents necessery to eccomplish the foregoing; and be it. (d)

FURTHER RESOLVED, thet any one of the following officers: the President, en Executive Vice President, e Senior Vice President, a Vice President, the Treasurer or the Secretary, is euthorized end empowered to sign end execute transfers and conveyances of reet estate, title to which is vested in the corporation, including reat estate held es fiduciary, by written instrument under the seai of the corporation; end be it

FURTHER RESOLVED, thet (with the exception of the Chief Auditor end eny officer assigned to the Audit Depertment), each and every officer or eccounting maneger assigned to the Finance Department, end any Branch Manager, whether or not an officer, is authonized and empowerad to:

- Sign end execute assignments and discharges of mortgeges; (e)
- (b) Sign notes evidencing borrowings of the corporetion;
- Sign safe deposit leeses; (c)
- Releese assignments of ilfe insurance poticles essigned es security for toans; (d)
- Accept on beheif of the corporation and to evidence the same by signing on its behalf acceptances of (e) trust of whetsoever nature and description conferred upon, endorsed or committed to it;
- Buy, sell end essign or otherwise dispose of for end on behelf of the corporation es fiduciery in its proper (f) fiduciary capacity United States Government Bonds, corporate or other bonds, stocks, debentures and other securities and bonds end mortgages; and to make, execute and deliver in the neme and behalf of the corporation es such fiduciery ell proper end necessery instruments and documents to accomplish the purposes;
- Affix and ettest the seal of the corporation. (g)

The foregoing resolution hes not been amended and is in full force end effect as of the dete hereof; end Robert M. Pichette, Vice Preeident and Chester L. Reed, Vice President are duly elected end en ecting officers of this corporation, euthorized end empowered to ect under seid resolution.

Deted at Eimtre, New York, this 22nd dey of Februery, 2011

DEBRA ANN NEWCOMER Notary Public, State of New York No. 01NE8058448 Quelified in Chemung County Commission Expires May 14, \_\_\_\_\_\_//

Sworn to before me this 2010

ublic (Affix S

one H. Clamy Vice President & Corporate Secretary Senior

## <u>No. 68</u>

## Inst #598288-005

Affidavit

OF

Affidavit sworn to Oct. 3, 2012

Rec. Oct. 5, 2012 at 4:13 PM

Edward Y. Crossmore

For above instrument, see attached copy



# Aurora R. Valenti TOMPKINS COUNTY CLERK

Instrument Number \*598288-005\*

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320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages: (including this	10	Delivered By: GUTTMAN & WALLACE
cover page) Receipt No.	598288	Retum To:
Date:	10/05/2012	GUTTMAN & WALLACE 411 N TIOGA ST ITHACA, NY 14850
Time:	04:13 PM	
Document Typ	e: MISC RECORDS	
Parties To Transactior	: CHEMUNG CANA	L TRUST COMPANY
Town/City:		
D	eed Information	Mortgage Information
Tavable Consi	deration:	Taxeble Mortgage Amount:

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.:

State of New York **Tompkins County Clerk** 

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti.

**Basic Mortgage Tax:** 

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

**Tompkins County Clerk** Please do not remove this page. 2 8 8 0 0 5 9 8 **-** · 5

#### AFFIDAVIT OF TITLE

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

Edward Y. Crossmore, being duly sworn does depose and say:

1. That he is the attorney for Chemung Canal Trust Company ("The Bank") and is familiar with the prior proceedings concerning the RPM Ecosystems Ithaca, LLC ("RPM") bankruptcy and the foreclosure of the Bank's mortgage on property owned by RPM.

2. That RPM filed a Chapter 11 bankruptcy case prior to the commencement of the said foreclosure by the bank.

3. Pursuant to Orders of the Bankruptcy Court RPM obtained permission to obtain \$500,000.00 in super priority debtor in possession financing from Monroe Capital. A loan and mortgage in that amount were made by RPM to US Income Partners, LLC ("US Income"), an entity created by Monroe to loan the moncy.

4. The mortgage to US Income was duly recorded with the Tompkins County Clerk on August 6, 2010 as Instrument No. 562854-001. Under said mortgage US Income had the right to foreclose its mortgage upon a default in payments due under the note.

5. That US Income was duly named as a party defendant in the Bank's foreclosure action. Pursuant to the Judgment and Foreclosure filed in Bank's foreclosure action on November 16, 2011, said mortgage lien of US Income was extinguished.

6. That all rights of US Income under any loan documents with RPM or any orders of the Bankruptcy Court were assigned to the Bank pursuant to the Assignment attached hereto.

7. That the Bank duly notified RPM by notice to RPM's attorney Jeffrey A. Dove, of its default in monthly payments due the Bank and was entitled to foreclose its mortgage thereby.

Attached hereto is a copy of said notice of January 11, 2011 and orders of the Bankruptcy Court dated December 28, 2010 and Stipulation of December 28, 2010.

8. That Tompkins County Industrial Development Agency ("TCIDA") and Beck Farms, LLP were duly named as parties defendant in the Bank's foreclosure action and their leases with RPM were duly foreclosed by the aforementioned Judgment of Foreclosure and Sale and were not subsequently been continued by the Bank. I have been informed by the attorney for TCIDA, Mariette Geldenhuys, that TCIDA considers this lease terminated.

Y. CROSSMORE EDWA

Sworn to before me this 3rd\_day of October, 2012.

Notary Public

RUTH BABBITT Notary Public, State of New York No. 01BA4937585 Qualified in Tompkins County My Commission Expires July 11, 2014

## ASSIGNMENT OF PROMISSORY NOTE AND SECURING OBLIGATIONS

KNOW THAT, US Income Partners, LLC, in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration paid to it by Chemung Canal Trust Company, hereby assigns, transfers, and conveys unto Chemung Canal Trust Company that certain Promissory Note in the amount of \$500,000.00 dated August 4, 2010, executed by RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC and delivered to US Income Partners, LLC (the "Promissory Note").

The undersigned also assigns to Chemung Canal Trust Company all guaranties and other loan documents securing the indebtedness evidenced by the Promissory Note, together with any and all liens and security interests securing the Promissory Note and all its rights as a DIP Lender pursuant to an August 27, 2010 Order of the United States Bankruptcy Court of the Northern District of New York (collectively, the "Securing Obligations").

This Assignment is made (i) without the right of recourse by Chemung Canal Trust Company as against US Income Partners, LLC and (ii) without any representations or warranties whatever, except as expressly made in this Assignment.

Chemung Canal Trust Company assumes all of the obligations of US Income Partners, LLC with respect to the Promissory Note and the Securing Obligations.

US Income Partners, LLC further covenants and represents that it has the right to assign, transfer and convey the Promissory Note and the Securing Obligations. Chemung Canal Trust Company further covenants and represents that it has the right to assume all of the obligations of US Income Partners, LLC with respect to the Promissory Note and the Securing Obligations.

This Assignment is binding upon the parties to this Assignment and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment this \_\_\_\_\_ day of

December, 2011.

. . . .

## US INCOME PARTNERS, LLC

By: US Capital Equities, Inc., Sole Member get A. Martin, Assistant Secretary

CHEMUNG CANAL TRUST COMPANY

PRESIAE 1100

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

On the 20th day of December in the year 2011 before me, the undersigned, a notary public in and for said state, personally appeared Bridget A. Martin 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.

Delas <u>Berneckenbu</u> 0 **Notary Public** 

DEBRA A. SCHNEICKENBUGRER HOTAKY PUBLIC, STATE OF KEN TOEL QUALIFIED HE LYNIGSTON COUNTY MY COLEMPTICIN COUPFIELS LANCH 20, 25 /5

STATE OF NEW YORK ) COUNTY OF CHEMUNG) 55.:

On the  $\underline{A} \underline{A}^{A}$  day of December in the year 2011 before me, the undersigned, a notary public in and for said state, personally appeared  $\underline{R} \underline{A} \underline{A} \underline{A} \underline{A} \underline{A} \underline{A} \underline{A}$  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.

DEBRA ANN NEWCOMER Notary Public, State of New York No. 01NE6058448 Qualified in Chemung County 2015 Commission Expires May 14, \_\_\_\_

Notary Public

THE CROSSMORE LAW OFFICE ATTORNEYS AND COUNSELORS AT LAW 115 WEST GREEN STREET ITHACA, NEW YORK 14850

EDWARD Y. CROBSMORE RALPH W. NASH CAROLYN R. HOFFMANN

TELEPHONE (607) 273-5787 Fax (607) 273-0291

1

January 11, 2011

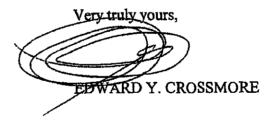
by Fax and by FedEx

Jeffrey A. Dove, Esq. Menter, Rudin & Trivelpiece, P.C. 308 Maltbie Street, Suite 200 Syracuse, New York 13204-1498

> Re: RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC Bankruptcy No. 10-31550-5-mcr

Dear Jeff:

Please accept this letter as notice to the Debtors, under the Bankruptcy Court's Final Order Approving the Debtors' Motion for Order Authorizing the Debtors to Incur Post-Petition Senior Secured Super-Priority Indebtedness, etc., dated August 27, 2010 and the Order Approving Stipulation dated January 3, 2011, that the debtors have failed to make to Chemung Canal Trust Company the monthly payment required to be made on or before December 31, 2010 and the monthly payment required to be made on or before January 10, 2011.



EYC:rb

1

cc: Lee Woodard, Esq., attorney for the Official Committee of Secured Creditors (by Fax and by FedEx) Robert M. Pichette, Vice President Case 10-31550-5-mcr Doc 157 Filed 01/03/11 Entered 01/03/11 14:54:16 Desc Main Document Page 1 of 1

# RECEIVED

NFC 28 2010

OFFICE OF THE BANKRUPTCY CLERK SYRACUSE, NY

#### ORDER APPROVING STIPULATION

Bankruptcy No. 10-31550-5-mcr (Main Case)

Jointly Administered

## UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF NEW YORK

In re:

#### **RPM HOLDINGS, LLC,**

Debtor.

In re:

#### RPM ECOSYSTEMS ITHACA, LLC,

Debtor.

Upon the Stipulation executed by Edward Y. Crossmore, Esq., attorney for Cherging Chal Trust Company on December 23, 2010; and executed by Jeffrey A. Dove, Esq. of Menter, Rudin & Trivelpiece, P.C., attorneys for the debtor RPM Holdings, LLC and the debtor RPM Ecosystems Ithaca, LLC, on December 21, 2010; and with the consent, on said Stipulation, to the entry of this Order by Lee Woodard, Esq., attorney for the Official Committee of Unsecured Creditors on December 22, 2010, it is hereby

ORDERED that the said Stipulation be and hereby is approved.

Dated: nuaru at Syracuse, New York

HON. MARGARET CANGILOS-RUIZ U.S. BANKRUPTCY JUDGE



DEC 282010

OFFICE OF THE BANKRUPTCY JUDGE SYRACUSE, NY

Case 10-31550-5-mcr

#### Doc 156 Filed 01/03/11 Entered 01/03/11 14:52:38 Main Document Page 1 of 3 RECEIVED

#### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF NEW YORK

In re:

RPM HOLDINGS, LLC,

Debtor.

In re:

#### **RPM ECOSYSTEMS ITHACA, LLC,**

Debtor.

NFC 28 2010

Desc

OFFICE OF THE BANKRUPTCY CLERK SYRACUSE, NY

STIPULATION

Bankruptcy No. 10-31550-5-mcr (Main Case)

Jointly Administered

## RECEIVED

DEC 282010

OFFICE OF THE BANKRUPTCY JUDGE SYRACUSE, NY

WHEREAS the Bankruptcy Court issued a Final Order Approving the Debtors' Motion for Order Authorizing the Debtors to Incur Post-Petition Senior Secured Super-Priority Indebtedness, and Providing Adequate Protection, All Pursuant to Sections 361, 363 and 364 of the Bankruptcy Code (the "Order) dated and entered August 27, 2010 that, inter alia, directed the debtors to make certain monthly payments to Chemung Canal Trust Company and, in default thereof, granting to Chemung Canal Trust Company, upon notice to the debtors and counsel to the Official Committee of Unsecured Creditors, relief from the stay imposed by 11 U.S.C. Section 362(a), all as is more specifically provided for in paragraphs numbered 15 and 18 of the Order; and

WHEREAS the dehtors failed to make the payment for the month of December 2010 within the time limited by the Order; and

WHEREAS Chemung Canal Trust Company gave the notice required hy the Order; and

WHEREAS Chemung Canal Trust Company has agreed, pursuant to the terms and conditions of this Stipulation, to forhear from enforcing its rights under the Order;

NOW THEREFORE, for a good and valuable consideration, the receipt of which is acknowledged by each of the parties hereto, the undersigned agree as follows:

That Chemung Canal Trust Company hereby withdraws the notice of default under 1. the Order that it issued on December 13, 2010.

That Chemung Canal Trust Company agrees, subject to the approved fit 2. Stipulation by the Court, that the time for the debtors to make the December 2010 payment by the Order, shall be extended to December 31, 2010.

## Case 10-31550-5-mcr Doc 156 Filed 01/03/11 Entered 01/03/11 14:52:38 Desc Main Document Page 2 of 3

3. That the forbearance hereby agreed to by Chemung Canal Trust Company shall be without prejudice to its ability to require strict compliance with the Order as to the future monthly payment obligations imposed upon the debtors by the Order.

4. That this Stipulation contains all of the understandings and agreements by the debtors and Chemung Canal Trust Company relating to the subject matter hereof, namely the debtor's default in the making of the December 2010 payment.

5. That this Stipulation shall not be effective until it has been approved by the Court.

6. That Chemung Canal Trust Company may submit an Order approving this Stipulation in the form annexed hereto as EXHIBIT A without further notice to the debtors.

IN WITNESS WHEREOF, the undersigned have executed this Stipulation as of the dates indicated.

Dated: Death 23, 2010 at Ithaca, New York

Dated: De Len le ZI, is 1, 20 at Syracuse, New York

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorney for Chemung Canal Trust Company Office and P.O. Address 115 West Green Street Ithaca, New York 14850 Tcl. (607) 273-5787

JEEFREY A. DOVE, ÉSQ. MENTER, RUDIN & TRIVELPIECE, P.C. Attorncy for RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC 308 Malthie Street, Suite 200 Syracuse, New York 13204-1498 Tcl. (315) 474-7541

Consent to entry of Order approving this Stipulation

Lee Woodard, Esq., attorney for the (Date) Official Committee of Unsecured Creditors

2

## Case 10-31550-5-mcr Doc 156 Filed 01/03/11 Entered 01/03/11 14:52:38 Desc Main Document Page 3 of 3

3. That the forbearance hereby agreed to by Chemung Canal Trust Company shall be without prejudice to its ability to require strict compliance with the Order as to the future monthly payment obligations imposed upon the debtors by the Order.

4. That this Stipulation contains all of the understandings and agreements by the debtors and Chemung Canal Trust Company relating to the subject matter hereof, namely the debtor's default in the making of the December 2010 payment.

5. That this Stipulation shall not be effective until it has been approved by the Court.

6. That Chemung Canal Trust Company may submit an Order approving this Stipulation in the form annexed hereto as EXHIBIT A without further notice to the debtors.

IN WITNESS WHEREOF, the undersigned have executed this Stipulation as of the dates indicated.

Dated: \_\_\_\_\_\_at Ithaca, New York

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorney for Chemung Canal Trust Company Office and P.O. Address 115 West Green Street Ithaca, New York 14850 Tel. (607) 273-5787

Dated: \_\_\_\_\_\_ at Syracuse, New York

JEFFREY A. DOVE, ESQ. MENTER, RUDIN & TRIVELPIECE, P.C. Attorney for RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC 308 Maltbie Street, Suite 200 Syracuse, New York 13204-1498 Tel. (315) 474-7541

Consent to entry of Order approving this Stipulation

12.22.10 (Date)

Lee Woodard, Esq., attorney for the Official Committee of Unsecured Creditors

#### <u>No. 69</u>

STEWART TITLE INSURANCE COMPANY, hereby certifies that we have examined the Indices listed on the Abstract Certificate herewith, against the names persons or corporations listed below, during the time set opposite their respective names:

)

Chemung Canal Trust Company

Fr. Aug. 9, 2012 to Oct. 5, 2012

# And we further certify that we have examined the Judgment Dockets against:

Chemung Canal Trust Company ) Fr. Aug. 9, 2012 to Oct. 5, 2012

## ABSTRACT CERTIFICATE

**STEWART TITLE INSURANCE COMPANY**, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at the last **Set-Out(s) No(s). 64 (Inst #598288-001)** preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

- 1. It has searched the Condominium Liens, Consolidated Liens, Deeds, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Incompetencies, Judgments (10 years), Lis Pendens, Mechanics Liens (1 year), Miscellaneous Records, Mortgages (including Assignments), Orders Appointing Receivers, Surety Bond Liens and Welfare Liens indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including Aug. 9, 2012 to the date of this Certificate.
- 2. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises:
- 3. It found the matters set forth in the Abstract at Set-Outs 10A, 10B, 10C, 10D and 64 69; said matters are correctly set forth therein; and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
- 4. The search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
- 5. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this 5th day of Oct., 2012 at 4:14 PM.

STEWART TITLE INSURANCE COMPANY

thorized Officer

Certificate No. 16590

Order No. 37-128663C

Abstracted by 241

### ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Out(s)** No(s). 60(Inst. No. 598288-001) immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

- 1. It has searched the Criminal and Individual Lien Bond, Deeds, General Assignments, Judgments (10 years), Federal Tax Liens (10 years), Lis Pendens, Mortgages, Mortgage Sales, Orders Appointing Receivers, Powers of Attorney, Surrogate, UCC-1 indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date + to the date of this Certificate.
- 2. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises:
- 3. It found the matters set forth in the Abstract at **Set-Outs 1-64**; said matters are correctly set forth therein; and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
- 4. The search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
- 5. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this 8<sup>th</sup> day of February, 2017 @8AM.

STEWART TITLE INSURANCE COMPANY By\_\_\_\_\_\_

Authorized Officer

Certificate No. 16590

Order No. 37-352672

# stewart title

Real partners. Real possibilities.™

ITHACA OFFICE	Please remit payment to:
310 North Aurora Street	Stewart Title Insurance Co.
Ithaca, NY 14850	47 West Main Street
Tel. (607)272-6644	Rochester NY 14614
Fax. (607)273-5892	Attn. Finance Office
E-mail: ithaca@stewart.com	

INVO	DICE
Bill Date	2/10/2017
Post Date	
Invoice No.	373526721
Customer No.	10968
Page No.	1 of 1
Invoice Total	\$400.00

## CUSTOMER

Distributed Sun 601 13th Street Suite 450 South Washington, DC 20005 Attn: Cliff Scher

## **REFERENCE INFORMATION**

Order No.	37-352672	Cust. Reference:
Abstract / Title Ins No.	16590	
Seller		
Buyer/Borrower	Scott Pinney	
Property	2150 DRYDEN RD, Town of	DRYDEN TOWN, TOMPKINS County

#### SERVICES PROVIDED

		Description		Amount
FT	Full Title			\$400.00
			Subtotal:	-\$400.00
* Taxable			Sales Tax 0.000%	\$0.00
		Please pay thi	is amount. INVOICE TOTAL	\$400.00

Please remit a copy of this involce with your check made payable to Stewart Title insurance Company. Thank you.

(Laws of 1917, Chap. 681, Laws of 1933, Chap. 687, Laws of 1938, Chap. 502.)

CITE JUDEN 394 FAGE 201

Made the 21st day of December, Nineteen Hundred and Fifty-six DETIMPENT C. CHADDOCK HEAD and HARRIETT JOHNSON HEAD, husband and wife, both of 703 Cayuga Heights Road, Ithaca, New York, individually and as tenants by

the entirety,

part ies of the first part, and THOMAS L. TODD and ELSIE W. TODD, husband and wife, both of Jacobs Creek Road, Titusville, New Jersey, as tenants by the entirety,

part ies of the second part,

TUTBLANX REGISTERED U.S.PAT.OFFICE Tuttle Law Print Publishers, Bulland W

Willingsprift that the part les of the first part, in consideration of ONE and no/100 (\$ 1.00 ) lawful money of the United States, and other good and sufficient consideration, paid by the part ies of the second part, do hereby grant and release unto the part ies of the second part, the survivor, his or her distributees and assigns forever, all ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins, State of New York, and being a portion of Lots No. 36 and 37 in said Town of Dryden bounded and described as follows: Commencing at a point in the center line of the Willow Glen-Freeville highway eleven hundred twenty-three and one-half (1123.5) feet northerly from the intersection o the center lines of the Willow Glen-Freeville highway and the Ithaca-Dryden state highway; running thence west 45 chains 50 links, more or less, to an iron pipe in the east line of premises now or formerly owned by Gordon E. Rice and Marion G. Rice (see Liber 264 of Deeds at page 431); thence north sixteen hundred and ten (1610) feet along said Rices' east line to a southerly line of premises owned by George Jr. Republic; thence east along said George Jr. Republic's southerly line thirteen hundred and sixty (1360) feet to a square stone marker in the division line between Lots No. 36 and 37; thence north nine hundred and fifty and four-tenths (950.4) feet along said division line to the center of an old road formerly known as the old "Creek Road"; thence southeasterly three hundred and eighty-eight (388) feet along the center line of said old "Creek Road" to a point marking a southwesterly corner of premises owned by George Jr. Republic; thence north 89 degrees 30 minutes east twelve hundred and forty-one and six-tenths (1241.6) feet along a southerly boundary of George Jr. Republic lands to the center line of the Willow Glen -

an stand in at light

Freeville highway; thence southeasterly along the center line of said highway to "Updike's Crossing" and continuing thereafter south along the center line of said highway a further distance of 27 chains, more or less, to the point or place of beginning, containing 153 acres of land, more or less.

IEER 084 FAGE 202

Excepting therefrom the lands heretofore and now used for railroad purposes. The described premises are subject to the following rights of way:

(a) A right of way for communication lines granted to the New York Telephone Company and American Telephone and Telegraph Company by instrument dated September 22, 1936, and recorded in said Clerk's Office in Liber 242 of Deeds at page 128;

(b) A right of way for a pole line granted to the New York State Electric and Gas Corporation by instrument dated January 21, 1936, and recorded in said Clerk's Office in Liber 241 of Deeds at page 145;

(c) The rights of the public in, over and across those portions of all of the above described premises which lie within the boundaries of the highways.

There is also specifically excepted from this conveyance ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, bounded and described as follows: Commencing at the southeast corner of the premises hereinabove described and running thence north six hundred sixty (660) feet along the center line of the Willow Glen - Frzeville Road; thence west two hundred thirty-five (235) feet, more or less, and passing through an iron pipe in the westerly side of said highway to a fence; thence southerly six hundred sixty (660) feet, more or less, along said fence to a point in the southerly line of the above-described premises conveyed to the grantors herein by deed dated September 13, 1951, and recorded in the Tompkins County Clerk'sOffice in Liber 344 of Deeds at page 322; thence east one hundred ninety-five (195) feet, more or less, along an old hedge row and passing through an iron pipe in the westerly bounds of the Willow Glen - Freeville Road to the point or place of beginning; being the same premises reserved to John M. Turnbull and Constance L. Turnbull in said deed from John M. Turnbull and Constance L. Turnbull to the grantors herein dated September 13, 1951, and recorded in Liber 344 of Deeds at page 322.

Being the same premises conveyed to the grantors herein by said deed dated September 13, 1951, and recorded in Tompkins County Clerk's Office in Liber 344 of Deeds at page 322.

It is understood and agreed that the owner or occupant of the premises adjoining to the south, being the parcel of approximately 3.18 acres excepted from the above description, may continue to draw water from the water system on the premises hereby conveyed until such time as a new well or system shall have been constructed on such adjoining premises, which shall be in any event within one month from the date hereof, unless otherwise agreed.

UEER 394 FAGE 203

# (U) pil 23 Units conveyance is made and accepted subject to an indebtedness secured by mortgagesupon said premises held by Ithaca Savings Bank, (1) recorded in Tompkins County Clerk's Office on September 13, 1951, in Liber 225 of Mortgages $\operatorname{at}$ page 19, and (2) which mart programs recorded in Tompkins County Clerk's office, 24th of August 1954, in Book 250 , on which there is an unpaid principal on the day of on the 24th day of August 1954, in Book 250 of Mortgages at page 349, on which there is an unpaid principal of Nine Thousand Five Hundred Sixty-one and 74/100 - - - Dollars, (\$ 9,561.74), with interest from November 1, 1956, at the rate of five per cent per annum, which said mortgage debt the part ies of the second part hereby assume and agree to pay, as part of the purchase price of the above described premises, and the parties of the second part hereby execute and acknowledge this Instrument for the purpose of complying with the provisions of Chapter 502 of the Laws of 1938. $\mathbb{Construct}$ with the appurtenances and all the estate and rights of the part $1e_{s}$ of the first part in and to said premises, On have the second part, the survivor, his or her distributees and assigns forev and assigns forever. Alla said parties of the first part covenant as follows: First. That the part les of the second part shall quietly enjoy the said premises; Scould. That said parties of the first part

will forever CUSIFEMNE the title to said premises;

In Presence of

DOCUMENTARY

UNITED STAT

HNAL ID

1 BOLYAN 1

DOCUMENTARY.

TANK 5

1

**Using.** That, in Compliance with Sec. 13 of the Lien Law, the grantors 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.

Ju Willings Wilperrol, The parties hereto have hereunto set their hands and seals the day and year first above written.

C. Chadloef Head hison Head Harriett 5 LINTS 5 laie W. To

LIBER 394 FAGE 204 State of Now Work County of Tompkins \$\$. day of December, Nineteen Hundred and before me, the subscriber, personally appeared On this 21stFifty-six C. CHADDOCK HEAD and HARRIETT JOHNSON HEAD to me personally known and known to me to be the same persons in and who executed the within Instrument, and the y acknowledged to me that they executed the same  $\alpha$ described Millindo D. EQARDMAN 102 Notary Public Outlined in Tomptins County Term Expires March 30, 195-2) NEW JERSEY Strote of **AREAN AND A** \$\$. County of MERCER xik On this day of December, Nineteen Hundred and before me, the subscriber, personally appeared 21st Fifty-six THOMAS L. TODD and ELSIE W. TODD to me personally known and known to me to be the same persons cale in and who executed the within Instrument, and they acknowledged to me that they executed the same 1300 -> Mary Emily Broken as to Thomas N 10 Notary Public NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES DEC. 21, 1958 I, WILLIAM H. FALCEY, Clerk of the County of Mercer, and also Clerk of the Mercer County Court—Law Division, and also Deputy Clerk of the Superior Court of New Jersey, holden therein, the same being Courts of Records Do Hereby Certify that No.\_\_\_\_ Bo hereby Certify that Mary Em11y Brokow Esq., whose name is subscribed to the acknowledgment, proof or affidavit of the annexed instrument, and thercon written, is and was, at the time of tak-STATE OF NEW JERSEY, } ing the same, a Notary Public in and for said State, dwelling in said County, commissioned and sworn and duly author-ized by the laws thereof to sake the proofs and acknowledgments of deeds or other instruments of writing, and affidavits to be recorded in said State, and that I am well acquainted with the handwriting of said official, and verily be-lieve that the signature is genuine. Further Certify that impression of Seal of Notaries Public not required by law be filed in my office. In Testimony Whercof, I have hereunto set my hand and affixed the seal of said County and Courts, at Trenton this 26th, day of December, A. D. nineteen hundred and fift, size Delerk. 91. S. h. A true copy of the original recorded on the Jan., 1957 at 9:25 o'clock M., and examined. Clork.

N. Y. T. Co. & A. T. & : T. Co.

V

RECEIVED OF THE NEW YORK TELEPHONE COMPANY and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, hereinafter referred to as the

with ; Grantees One Dollar (\$1.00) in consideration of which Ernest R. Ernest R. Cotterill & ano. : Cotterill & Carrie Cotterill of Freeville, N.Y. RD hereinafter -X called the Grantor hereby grants and conveys with general warranty unto the Grantees, their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, maintain, repair and operate their communication lines, consisting of such cables, conduits, manholes and appurtenances, as the businesses of the Grantees their respective successors, assigns and lessees, may from time to time require under, through and across the property which the Grantor owns or in which the Grantor may have an interest in the Town of Dryden, County of Tompkins and State of New York, and also upon over and/or under the highways upon or adjoining said property with the right at all times to cross and recross over said property with vehicles and equipment for the purpose of exercising the rights herein granted and of reaching points on Grantees! right of way on neighboring lands, and with the right to remove from time to time all trees, limbs of trees, brush and structures along said lines which may interfere with or endanger the construction or maintenance of the same, and the Grantor for themself, their heirs, assigns, successors and legal representatives, hereby covenants that no building or other structure will be erected or permitted within 10 feet of said lines. The Grantees, their respective successors, assigns and/or lessees shall compensate the Grantor for all damage to crops and shall repair any damage done to the driveways fences and fields in the exercise of the rights herein granted.

The above grant is conditioned upon the further payment to the Grantor of Seven & 00/100 Dollars (\$7.00) if and when construction is begun hereunder which payment will be accepted by the Grantor in full satisfaction.

IN WITNESS WHEREOF this instrument has been duly executed by the Grantor under seal this 22 day of Sept. 1936.

Witnesses:

James W. Kearney Jemes W. Kearney Ernest R. Cotterill Carrie Cotterill ι.Б. L.S.

JUNAX

Freeville, N.Y. Sept 22, 1936

#### RECEIVED

from New York Telephone Company & American Telephone & Telegraph Company Seven & 00/100 Dollars

ORIGINAL IN FULL PAYMENT FOR RIGHT OF WAY Covered in Grant of September 22nd, 1936.

\$7.00

Ernest R. Cotterill, Land Owner Carrie Cotterill

STATE OF NEW YORK ) COUNTY OF ONONDAGA (So On this 29th day of September, 1936, before me F. A. Ketcham personally came James W. Keamey of full age, subscribing witness to the annexed instrument, with whom I em personally acquainted, who, being by me duly sworn according to law on his oath, said that he resides in Syracuse, N.Y., that at the time of the execution and delivery of said instrument, he was acquainted with Ernest R. Cotterill and Carrie Cotterill and knew them to be the persons described in and who executed the said instrument; and that he, the said witness saw them sign, seal and deliver the seme as their voluntary act and deed; and that Ernest R. Cotterill and Carrie Cotterill acknowledged to him the said witness, that they executed and delivered the same, and that he, the said witness thereupon subscribed his name as attesting witness thereto.

F. A. Ketcham, Notary Public. SEAL Certificate filed in Tompkins Co. Commission expires Mar 30, 1938. Recorded September 29, 1936 at 11:30 A.M.

HAN

FOR REFERENCE

REFERENCE FOR Town The Undersigned, hereinafter called the GRANTOR, heing the owner of or having an interest in land situate in the Dryden County of Tompkins State o . State of New York, fronting on the street or by the land of Floyd Mott Dryden . Coanty of highway known as Cross Road and on the west and hounded on the east by the land of C. Hart. by the band of In Consideration of \$1.00 paid by the Grantee, hereby grants and releases noto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized onder the laws of the State of New York, having its principal office at **Ithaca**, N.Y. herein called the GRANTEE, its successors and assignts, the right, privilege and authority to construct, extend, operate, inspect, maintain and at its pleasure remove, a pole line with the necessary wires, cross arms, goy wires, heaces and other fixtures or apportenances used or adopted for the transmission and/or distribution of electric current for public or private use, upon and over said land and property and/or the bighways alcuting or mining through said land. Line running eastwardly from the lands of C. Hart, to and across grantors property to the lands of Floyd Mott as staked and agreed. 15 Together with the right to trim, cut and remove trees and brush to the extent necessary to clear said wires and pole line by at least ieet. Provided, however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor, caused by nice in constructing or repairing said line, shall be horne by the Grantee. Dated this **21** day of **January**, 19**36**. the Grantee in constructing or repairing said line, shall be home by the Grantee. Ince in c. In Presence of: (Subscribing Witness) Ernest R. Cotterill Carrie Cotterill (L.S.) H. E. Jenne C. O. Prowse (Subscribing Witness) (L.S.) (SUBSCRIBING WITNESS ACKNOWLEDGMENT) Prowse STATE OF NEW YORK County of Tompkins the subscribing miness to the foregoing instrument, with whom I am personally acquainted, who heing by nic duly sworn, did depose and say that he resides in the subscribing miness to the foregoing instrument, with whom I am personally acquainted, who heing by nic duly sworn, did depose and say that he resides in City of Ithaca and Town of Ithaca respectively & that the yhaknawe, Ernest R. Cotterill and C. O. CRUM of Finkshuld decribed in and who recuted the foregoing Instrument; that he yhaknawe, Ernest R. Cotterill and Carrie CRUM of Finkshuld decribed in and who recuted the foregoing Instrument; that he yhaknawe, Ernest R. Cotterill and Carrie creecte the same: and that heysaid witness, at the same time, subscribed the pame as witness thereto, to signature set opposite their respective names. M. C. Avery (Netary Public) M. C. Avery CHELL (PERSONAL ACKNOWLEDGMENT) STATE OF NEW YORK County of ss.: County of Ss.: To me personally known and known to me to be the same person described in and who executed the within Instrument and duly acknowledged to me the execution of the same. (Notary Public)

11214

Recorded February 1, 1937 at 3:00 P.M.

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H. D. Jauel CLERK

The Indentine

Made the

344 PAGES

LIGE

the year Nineteen Hundred and Fifty-one

1314

JOHN M. TURNBULL and CONSTANCE L. TURNBULL, husband and wife, both of the Town of Dryden, County of Tompkins, and State of New York, individually and as tenants by the entirety,

day of

parties of the first part, and C. CHADDOCK HEAD and HARRIETT JOHNSON HEAD, husband and wife, both of 108 Sheldon Road, Ithaca, New York, as tenants by the entirety,

part ies of the second part.

WILLIAMSON LAW BOOK CO. TROCHESTER, N.Y.

in

September

Willing stills, That the said parties of the first part, in consideration of - - ONE · - - Dollars, and other good and sufficient consideration lawful money of the United States, paid by the parties of the second part, hereby grant and release unto the said parties doof the second part, heirs and assigns forever, ALL THAT TRACT OR PARCEL OF LAND, situate in the their Town of Dryden, County of Tompkins, State of New York, and being a portion of Lots No. 36 and 37 in said Town of Dryden bounded and described as follows: Commencing at a point in the center line of the Willow Glen-Freeville highway eleven hundred twenty-three and one half (1123.5) feet northerly from the intersection of the center lines of the Willow-Glen-Freeville highway and the Ithaca-Dryden state highway; running thence west 45 chains 50 links, more or less, to an iron pipe in the east line of premises owned by Gordon E. Rice and Marion G. Rice (see Liber 264 of Deeds at page 431); thence north sixteen hundred and ten (1610) feet along said Rices' east line to a southerly line of premises owned by George Jr. Republic; thence east along said George Jr. Republic's southerly line thirteen hundred and sixty (1360) feet to a square stone marker in the division line between Lots No. 36 and 37; thence north nine hundred and fifty and four tenths (950.4) feet along said division line to the center of an old road formerly known as the old "Creek Road"; thence southeasterly three hundred and eighty-eight (388) feet along the center line of said old "Creek Road" to a point marking a southwesterly corner of premises owned by George Jr. Republic; thence

north 89 degrees 30 minutes east twelve hundred and forty-one and six-tenths (1241.6) feet along a southerly boundary of George Jr. Republic lands to the center line of the Willow Glen-Freeville highway; thence southeasterly along the center line of said highway to "Updike's Crossing" and continuing thereafter south along the center line of said highway a further distance of 27 chains, more or less, to the point or place of beginning, containing 153 acres of land, more or less.

Excepting therefrom the lands heretofore and now used for railroad purposes. The described premises are subject to the following rights of way:

(a) A right of way for communication lines granted to the New York Telephone Company and American Telephone and Telegraph Company by instrument dated September 22, 1936, and recorded in said Clerk's Office in Liber 242 of Deeds at page 128;

(b) A right of way for a pole line granted to the New York State Electric and Gas Corporation by instrument dated January 21, 1936, and recorded in said Clerk's Office in Liber 241 of Deeds at page 145;

(c) The rights of the public in, over and across those portions of all of the above described premises which lie within the boundaries of the highways.

There is specifically reserved by the grantors herein ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, bounded and described as follows: Commencing at the southeast corner of the premises hereinabove described and running thence north six hundred sixty (660) feet along the center line of the Willow Glen-Freeville Road; thence west two hundred thirty-five (235) feet,more or less, and passing through an iron pipe in the westerly side of said highway to a fence; thence southerly six hundred sixty (660) feet, more or less, along said fence to a point in the southerly line of the premises conveyed to the grantors herein by deed dated November 8, 1948 , and recorded in the Tompkins County Clerk' Office in Liber 315 of Deeds at page 236 ; thence east one hundred ninety-five (195) feet, more or less, along an old hedge row and passing through an iron pipe in the westerly bounds of the Willow Glen-Freeville Road to the point or place of beginning.

Being a portion of the premises conveyed to the grantors herein by deed dated November 8, 1948 and recorded in Tompkins County Clerk's Office in Liber 315 of Deeds at page 236.

It is understood and agreed that the owner or occupant of the premises adjoining to the south, being the parcel of approximately 3.18 acres excepted from the above description, may continue to draw water from the water system on the premises hereby conveyed until such time as a new well or system shall have been constructed on such adjoining premises, which shall be in any event within one month from the date hereof, unless otherwise agreed.

**Unstituter** with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

of the second part, their heirs and assigns forever.

And said parties of the first part

> as follows: covenant

of the second part shall quietly enjoy the said Jirst. That the parties

premises; That said parties of the first part Second. will forever **Warrant** the title to said premises.

Chird. That the grantors 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.

In **Uniness Converts**, the parties of the first part have their hands and seals the day and year first above written.

hereunto set





Constance Curubull

Stante of New Duells Cleansty of TOMPKINS ඉහා CITY UF ITHACA 13<sup>th</sup> dany of September On this year Ninetcen Hundred and Fifty-one

subscriber, personally appeared

inthe before me, the

JOHN M. TURNBULL and CONSTANCE L. TURNBULL

to me known and known to me to be the same person s described in, and who executed the within Instrument, and the s severally

acknowledged to me that they executed the same.

A true copy of the original recorded on the 13 day of September, 1951 at 4:46 o'clock P. M., and examined.

**Easement** The Indersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate FU Der in the ..... O ധാ York, fronting on the street or highway State of New County of and bounded Ha e kufl 0 by the land of mo 又し by the land of .. In Conneideration, of \$1.00 paid by the Grantee, hereby grants and releases unto the New York State Electric & Gas Corporation, a corporation organized under the laws of the State of New York, having its principal office at 108 East Green Street, Ithaca, New York, herein called the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege, and authority to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and ap-purtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or tele-graph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land as follows: 0 Center Q 1.19-1/ Ŷ Jelia 式的 .0. 0 J.  $\alpha$ Q) D Toplaily Ņ U.L. with mQ.  $\Delta a$ D D 5 A with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and Together pole line by at least ......feet. Broutded, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee. In Mitnenn Mherenf, the Grantor S., hay Chereunto set ........ helk hand S. and seal day of Deven 1959 - th ŝ this In preactice of: 342  $\mathcal{O}$ (L.S.) KS. O. Do. 20 А (L.S.) Freulle, N.Y. R.D 2 Address: (L.S.) Address: (Subscribing Witness Acknowledgment) State of New York 80 Address County of Tom (L.S.) day of Joveny On this Address: .... 19.6 , before me personally came (Personal Acknowledgment) who being by me duly sword. State of New York Цų: County of On this ..... day of ....., before me, the subscriber, personally appeared 19.. he k that i all ally wn and known to me to and who executed the with present and saw and that be the same p i i said witness, at the same time, subscr thereto. d in descri Heistr and duly CIS L. WARD (Nontre Public 124 SAGE 213 60 A true copy of the original recorded on the dav of Acc., 1959 at //: 30 o'clock M., and examined. Clerk.

PORM 6231/2 N. Y. DIED -- WARRANTY with Lies Coverage (Laws of 1917, Chap. 681, Chap. 637 Laws of 1932)

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DENBLANE SUBJECTERES U. C. SAT. SPRING Desair Les Blant Co., Publishers, Bullah, N. Y.

# This Indenture.

Made the 31at day of March, Mineteen Hundred and Sixty-aeven,

Between ALTON E. MOTT and FRANCES M. MOTT, his wife, both of 85 South George Road, Town of Dryden, Tompkins County, New York,

part lea of the first part, and

THOMAS TODD and ELSIE TODD, his wife, both of 72 South George Road, Townof Dryden, Tompkins County, New York, as tanants by the entirety

part las of the second port, Witnesseth, that the port 100 of the Arst port, in consideration of

-----Dollor

(\$ 1.00 ) lowful money of the United States, and other good and valuable consideration poid by the part ies of the second port,

do hereby grant and release unto the portion of the second part, their

heira, diatributeea and ossigns forever, oll THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkine and State of New York, being a part of Lots #36,37 and No. 47 in aaid Town and boundad and deaoribod aa followa:

and deaoribod as follows: BEGINNING at o point in the conter line of the Ithaca-Dryden Road, which is also the south lot line of Lot 37, at a point 330 feet wast of the intersection of said road with the centar line of South George Road; which point of beginning is the southwest corner of premisso heretofore conveyed by the grantors to Woolay (285/196); proceeding thence north along Wooley's weat line for a distance of 130 fact; proceeding thence cast for a distance of 16 feet; proceeding thance north along the woot line of londs formorly of Wooley, then of DaGroff for a distance of 1000 foot to an iron pipe is aituote approximately 420 feet wost of the contor line of South Goorge Road; proceeding thence westerly along the south line of grantses for a distance of approximately 1179.09 fast to the west lot line of Lot 37 (sast lot line of Lot 36), continuing thence westerly along the south line of grantors harcin; proceeding thence acuth along grantora' west line for a distance of 1930 foet to an iron pipe marking the northwest corner of lands conveyed by the grantors to Milow Glan Cometory Association (305/255); proceeding thence easterly along the northwest corner of lands for a distance of 1387 feet to an iron pipe situate on the east lot line a fistance of 137 fast to conter line 97, for a distance of the distance of 130 foet to can iron pipe marking the northwest corner of lands conveyed by the grantors to Willow Glan Cometory Association (305/255); proceeding thence easterly along the north line of tha Cemetery lands for a distance of 137 feet to an iron pipe situate on the east lot line ag Lot 36; proceeding thence moters line 97, proceeding thence? Starely along the center line of the road and the bouth line of landa convayed by Burton to Rowland (6 Dryden Deeda/254) for a distance of 350 faet to the weat come of landa conveyed by the grantors to Rowley (243/181), now landa of Maxwell; proceeding thence north along Maxwell's weat line for a distance of 151-1/2 feet to Maxwell

LINER 467 MICE 982 for a distance of 200 fast to Maxwall'a northeast cornar; proceeding \_ thance aoutharly along the aast line of Maxwall for a distance of -102-1/2 fast to the center line of the Ithece-Dryden Road; proceeding thance northeastarly and asstarly along said center line for a distance of approximately 731 fast to the point or place of beginning, containing 64 acres of land, be the asma more or lass. ; Ì. ì TOGETHER with all rights, titla and intersst of the grantors in and to the strip of land aituate at the southeast corner of the herainabova described premiaaa, which strip of land has a frontaga on the Ithaca-Dryden Road of 20 faat, a depth of 130 faat and a width at the rear of 16 faat. SURPERSE SUBJECT to oil and gaa leass conveyad to Waavar Oil and Gsa Corporation by Alton E. Mott and Francas M. Mott by an instrumant in writing dated April 21, 1965 and recordad in tha Tompkins County Clark'a offica in Liber 460 of Deads at paga 972 on Decembar 30, 1965. NR1957 645-FILES East 418/48 BEING all of the remaining premiaes of the grantors situate north of the Ithaca-Dryden Road and convayed to Alton E. Mott and Francas M. Mott by Bugana Terry, Referes, by Rafaraa's Dead datad August 17, 1934 and recorded in the Tompkins County Clerk's office in Liber 236 of Deeds at page 105 on December 6, 1934. 34 474/627 1.26 **∦**⊮] の語言の語言で

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**Together** with the appurtenances and all the estate and rights of the part 105 of the Arst part in and to said promises. **To have and to hold** the premises herein granted unto the part 100

of the second part, their heirs, / and assigns forever,

# And said parties of the first part

**First** That the parties of the second part shall quietly enjoy the said premises.

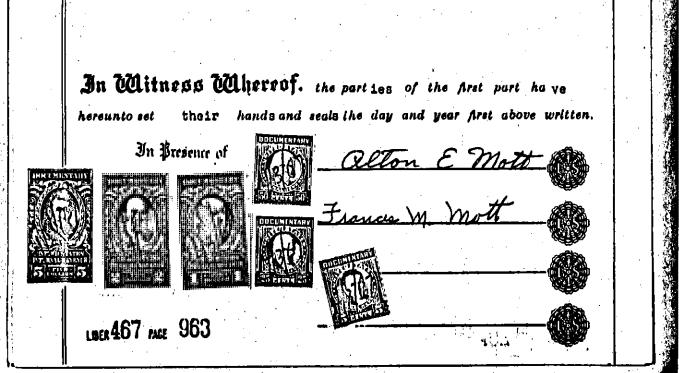
covenant as follows.

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Second That said parties of the first part

will forever Warrant the title to said premises.

**Chird** That the grantors 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 any improvement, that has been commenced upon the premises and has not been completed at least four months before the making and recording of this deed, and that the grantors will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purposes.



LIBER 467 MGE 964 State of New York County of TOMPKINS TOWN of DRYDEN On this 31st day of March, Nineteen Hundred and Sixty-seven, before me, the subscriber, personally appeared ALTON E. MOTT and FRANCES M. MOTT to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same. He Ander THEER AMD ral recorded on the  $374^{\circ}$  day of at  $1.25^{\circ}$  or deck M., and examined. Lally Robinson ry of the acials april 1967 3.5 -•

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C. C. S.

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TUTELANX assistents U.S. PAT. SPPIG

LINER 480 MAE 836

# This Indenture,

24<sup>CA</sup> day of April

Sixty-nine

Made the

Nineteen Hundred and

Between ERNEST J. MAXWELL, R.D.#2, Freeville, New York,

part y of the first part, and

THOMAS TODD AND ELSIE TODD, husband and wife, both of 72 South Georgs Road, R.D.#2, Freeville, New York, as tenants by the entirety,

parties of the second part,

Content softh that the party of the first part, in consideration of ONE

(\$1.00 ) lawful money of the United States, and other good and valuable consideration paid by the part ies of the second part, does hereby grant and release unto the part ies of the second part, the survivor his or her heirs? Und Usifies forever, all THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York on the northerly side of N.Y.S. Route 13 just east of the Willow Glen Cemetery, and aparently being in Lot 47 (previously stated to be in Lot 37) in said Town of Dryden (or partly in Lot 47 or Lot 37, As the case may be), particularly described as follows:

Beginning at a point in the center line of the Ithaca-Dryden Highway (NYS Rte 13) at a southwest corner of the 64 Acre parcel conveyed to parties of the second part by deed of Alton E. Mott and wife dated March 31, 1967 and recorded April 3, 1967 in the Tompkins County Clerk's Office in Liber 467 of Deeds at page 961, such point of beginning being approximately 1,109 feet westerly and southwesterly along said highway center line from its intersection with the conter line of the South George Road (formerly known as Cotrell Road) according to the distances given in the aforesaid deed to parties of the second part and such point of beginning being that previously described as the northwest corner of the former shool yard of District No. 7 of the Townof Dryden;

And running from such point of beginning northerly 102-1/2 fset along a west line of second parties' said premises to a corner; thence westerly along a south line of second parties' said premises 200 feet to a corner; thence southerly along an east line of second parties said premises 151-1/2 feet more or less to the center line of said highway; thence easterly or northeasterly along said highway 200 feet more or less to the point of beginning.

SUBJECT TO the rights of the State of New York and the public in and to so much of the above described premises as lies within the confines of the said State Highway, and to all utility lines and easements as may affect these premises.

BEING the same premises conveyed to party of the first part by deed of Ney M. Rowley dated July 13, 1948 and recorded July 14, 1948 in the Tompkins County Clerk's Office in Liber 310 of deeds at page 534. POSSESSION of the premises hereby conveyed is to be retained by part

POSSESSION of the premises hereby conveyed is to be retained by part of the first part until September 1, 1969, on or before which date it shall be delivered to parties of the second part all pursuant to the contract of sale between the parties hereto, which contract shall survive the making of this conveyance.

al	This conveyance is made and accepted subject to an indebtedness
Dischart Dischart	Frances M. Mott, the first mortgage dated July 14, 1948 and that day recorded in Tompkins County Clerk's office in Liber 194 Mortgages page 22 on the 17th day of Newskir 10 50 County Clerk's office,
Boot da	of valoring ages at page 389, on which there is an unpaid principal of Three Thousand and no/100 Dollars, (\$3,000.00), with interest from date hereof the act is of the rate of - \$3,000.00), with interest from date hereof the second of - \$3,000.00), with interest from date hereof the second of - \$3,000.00), with interest from date hereof the second of - \$3,000.00), with interest from date hereof the second of - \$3,000.00), with interest from date hereof the second part hereby assume and agree to pay, as part of the purchase price of the above desoribed premises, and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume and the part is of the second part hereby assume as a second part is of the second part hereby assume as a second part is of the second part hereby assume as a second part is of the second part hereby assume as a second part is of the second part hereby assume as a second part is of the second part hereby assume as a second part is of the second part is of the second part is of the second part hereby assume as a second part is of the
	General Obligations Law, Section 5-705. <b>Conclust with the appurtenances and all the exterior and minister and</b>
	part of the first part in and to said promises, <b>Up little ised to loold</b> the promises herein granted unto the part ies of the second part, the survivor, his or her heirs / distribut usigns forever.
	And said party of the first part
	covenants as follows: <b>First.</b> That the part ies of the second part shall quistly enjoy the said premises;
	will forever WINTENNE the title to said premises;
	<b>Chird.</b> That, in Compliance with Sec. 13 of the Lien Law. the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be opplied first for the purpose of poying the cost of the improvement and will apply the same first to the poyment of the cost of the improvement before using any part of the total of the some for any other purpose.
	In Witness Witness, The parties hereto have hereunto set their hands and seals the day and year first above written.
	In Presence of Ernest J. Maxwell
	REAL ESTATE IN STATE OF * V TRANSFER TAX Dept. of Tozation APR2440 E 02.75 * Finance Ph. 10340
	State of New York County of Tompkins } On this 24 <sup>th</sup> day of Before me, the subscriber, personally appeared
	ERNEST J. MAXWELL to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.
	Gruntu af Tompking } as. Wingtoon Wunderd and al of April
66 837	County of Tompkins and Mineteen Hundred and Sixty-nine before me, the subscriber, personally appeared
480 mc 8	THOMAS TODD and ELSIE TODD
Aver	THOMAS TODD and ELSIE TODD to me personally known and known to me to be the same person s described in and who excepted the within Instrument, and they severally <sup>du</sup> aknowledged to me that the y executed the same. From N. D. State of the Wath Control State of the Yes the Wath

03337 Easement (Gas Pipe-Line) The Andersigned. hereinafter called the Grantor S., being the owner of or having an interest in land situate in the ... T. OLUM ...... of D. Lyclen *~*;...,...,...,...,.,.,., known as State Route # 1.3 ... and bounded . Casterly bater and Blodgett and westerly w. by the land of .... by the land of ... Will eby grants and releases unto the New York State In Consideration. of \$1.00 paid by the Grantee, her Electric & Gas Corporation, a corporation organized under the laws of the State of New York, having an office at the Town of Dryden, (no street address), County of Tompkins, State of New York, herein called the Grantee, its successors and assigns, an easement and right of way as hereinafter described together with the right, privilege, and authority, at anytime, to construct, therein, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove and/or replace so as to increase the capacity and/or improve the service thereof, a gas pipe line with the necessary fixtures and appurtenances used or adopted for the transmission and/or distribution of natural and/or manufactured gas for public or private use. The easement and right of way hereby granted and released is . A feet in width throughout its extent, situate, lying and being as follows: Reserviting, however, to the Grantor >, the right to cultivate and cross and recross said easement and right of way provided that such use of said easement and right of way shall not interfere with, obstruct or endanger any rights granted herein and further provided that no structure shall be erected, and no excavating, filling, mining or hlasting shall be undertaken within the limits of said easement and right of way without written consent of the Grantee. Tagether with the right to trim, cut and remove trees and brush within said easement and right of way. **Frouided**, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the Grantor S., caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee. In Bliness Bherrol, the Grantor S. , hav. & hereunto set ... their... hand. S. and scal. S. 19 6 9 In Presence of: .S.) STATE OF REAL ESTATE Address: (L.S.) TRANSFER TAX NEW YORK Dept. of Taxation Address 200 48922161 W land (L.S.) & F<u>inance</u> le. 1413068 Addr 2 JAW Address: LINER 483 PAGE 245 St. A.S. 

LIBER 483 PAGE 246 YORK STATE ELECTRIC & GAS CORP.- ITHACA DOCUMENT FILE (Personal Acknowledgment) State of New York Gounty of TOMPKINS BE: On this 57H day of AUGUST 19 6.7, before me, the subscriber, personally appeared THOMAS L. TODD ELSIE W. TODD to me personally known and known to me to be the same person S described in and who encoded the within instru-ment and duly acknowledged to me the execution of the William L. (Notary Public) Jue WILLIM L. GEE ry Partie, Ster of New Yor No. 15:2302440 without in tomptime Quenty rm Explore Narch 20, 1071 REMARKS Ŗ Paid from Working Fund Office Ck. No. ...... Amt. ..... Date .... ..... Date Consideration on this Document is less than \$100.00. RETURN TO CORPORATE DOCUMENT DEPARTMENT NEW YORK STATE ELECTRIC & GAS CORP. POST OFFICE BOX 287 ITHACA, NEW YORK A true copy of the original recorded on the 22nd day of 0.1610Lally Robinson any 1969 at 3,30 erclack M., and examined.

## Easement (Gas Pipe-Line)

 $\mathbf{UU}(\mathbf{c})$ 

County of ......T. a. r. f. kinst ........., State of New York, fronting on the street or highway Conte 13 and bounded lasterly sterand Blodgett, and westerly low glen constery known by the land of by the land of

It Consideration, of \$1.00 paid by the Grantee, hereby grants and releases unto the New York State Electric & Gas Corporation, a corporation organized under the laws of the State of New York, having an office at the Town of Dryden, (no street address), County of Tompkins, State of New York, herein called the Grantee, its successors and assigns, an easement and right of way as hereinafter described together with the right, privilege, and authority, at anytime, to construct, therein, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove and/or replace so as to increase the capacity and/or improve the service thereof, a gas pipe line with the necessary fixtures and appurtenances used or adopted for the transmission and/or distribution of natural and/or manufactured gas for public or private use. The easement and right of way hereby granted and released is  $\mathcal{A}$  feet in width throughout its extent, situate, lying and bring as follows:

The center line of said right of way to inter granton land from the brank al a point about 41 feet inortherly from the certific line of State point 13, thence said center line of state for a westerly diriction a distance of about 540 feet of a line substantially parallel to the center line of state of real 13

Rescruitty, however, to the Grantor E. the right to cultivate and cross and recross said easement and right of way provided that such use of said easement and right of way shall not interfere with, obstruct or

right of way provided that such use of said easement and right of way shall not interfere with, obstruct or endanger any rights granted herein and further provided that no structure shall be crected, and no excavating, filling, mining or hlasting shall be undertaken within the limits of said easement and right of way without written consent of the Grantee.

Together with the right to trim, cut and remove trees and brush within said easement and right of way.

**Ursuided**, invever, that any damage (other than for triunming, cutting, or removing trees, as above provided) to the property of the Grantor 5., caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee.

In Presence of: Address: Dreeville, My EPATE Clsue W. Tost (L.S.) Address: Dreeville, My EPATE Clsue W. Tost (L.S.) REAL ESTATE STATE OF SNEW YORK \* TRANSFER TAX Dept. of Taxation SEP 18:55 .....(L.S.) & Finnnie

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IBER 48.3 FME 860 *YORK STATE BLECTRIC & GAS CORP. ITHACA DOCUMENT FR (Personal Acknowledgment) Binic of New York Gauning of TOMPKINS) #8: On this 3R.O. day of SERTEMBER 19.6.9, before me, the roberiber, personally appeared THOMAS L. TOOO ELSIGE IN TOOO ELSIGE IN TOOO WITTOOO WITTOOO WITTOOO WITTOOO WITTOOO WITTOOO WITTOOO WITTOOO WITTOOO WITTOOO WITTOO Many Public WITTOO WITTOO WITTOO WITTOO WITTOO Point from Working Fund C. No. Amt Date Consideration on this Document 19 less than \$100.00, RETURN TO CORPORATE DOCUMENT DEPARTMEN NEW YORK STATE ELECTRIC & GAS CORP. POST OFFICE BOX 287 THACA. NEW YORK		· · ·	
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Bally Robinson

A true copy of the original recorded on the 18th day of Lept \_ 1969 at 2:50 stack M., and examined.

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This Indenture.

Made the 20th day of September

Nineteen Hundred and Severty-three

THOMAS L. TODD AND ELSIE W. TODD, his wife, both residing Tetmeen . at 847 Davis Pond, Lansing, New York

parties of the first part, and

JAMES W. HOLMAN and CAROLINE B. HOLMAN, husband and wife, both residing at R. D. #2, Freeville, New York, individually and as tenants by the entirety,

partof the second part, Witnesseth that the part les of the first part, in consideration of ومحاجم ومحمد والمراجع والمحمد والمحمد والمراجع والمراجع والمحمد والمحمد والمحمد والمحمد والمحمد والمراجع

lawful money of the United States, and other good and valuable consideration paid by the party of the second other good and valuable consideration e party of the second part, do an hereby grant and release unto the of the second part, his heirs, distributed and assigns forever, all paid by the part ypart and assigns forever, all

THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins and being a portion of Lots 36 and 37 in said Town of Dryden, bounded and described as follows:

COMMENCING at a point in the center line of the road formerly known as the Willow Glon-Freeville highway, now known as South George Road, eleven hundred twenty three and one balf (1123.5) feet northerly from the intersection of the center lines of the South George Road and the Ithaca-Dryden State highway running thance west 45 chains 50 links, more or less, to an iror pipe in the east line of promises owned by Gordon E. Rice and Marion G. Rice (see Liber 264 of Deeds at page 431); those north sixteon hundred and ten (1610) feet along said Rices' east line to a southerly line of premises owned by George Junior Bonublid. thence east along said George Junior Benublic's southerly line thirteen hundred and sixty (1360) feet to a square stone marker in the division line between Lots No. 36 and 37: thence north nine hundred and fifty and four-tenths (950.4) feet along said division line to the center of an old road formerly known as the old "Creek Boad"; thence southeesterly three hunared and eighty-sight (388) feet along the center line of said old Creek Road to a point marking a southwesterly corner of premises owned by George Junior Republic - theree north 80 degrees 30 minutes sast twelve hundred and forty-one and six tenths (1241.6) feet along a southerly boundary of George Junior Pepublic lands to the center line of the South George Pord, thence southeasterly along the center line of said highway and continuine thereafter south along the center line of said highway a further distance of 27 chains, more or less, to the point or place of beginning, containing 153 acres of land more or less.

Excepting therefrom the lands heretofore and now used for reilroad nurposes.

EXCEPTING AND RESERVING therefrom ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, bounded and described as follows:

the southeast corner of the premises hereinabove des-Commencing at the southeast corner of the premises hereinabove des-cribed and running thence north six hundred sixty (660) feet along the center line of the South George Road; thence west two hundred thirty-

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ONE

five (235) fest, more or less, and passing through an iron pipe in the westerly side of said highway to a fence; thence southerly six hundred sixty (660) feet more or less, along said fence to a point in the southerly line of the premises conveyed to John M. Turnbull and wife by deed dated November 8, 1948, and recorded in Liber 315 of Deeds at page 236; thence east one hundred ninety five (195) feet, more or less. along an old hedge row and passing through an iron pipe in the westerly bounds of the South George Road to the point or place of beginning.

BEING the same premises conveyed to the grantors herein by C. Chaddock Head and Harriett Johnson Head by warranty deed dated December 21, 1956 and recorded in the Tompkins County Clerk's Office in Liber 394 of Deeds at page 201 on January 4, 1957.

ALSO, ALL THAT OTHER TRACT OR PAFCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Lots #36. 37 and 47 in said Town and bounded and described as follows:

PEGINNING at a point in the center line of the Itheca-Dryden Road, which is also the south lot line of Lot 37, at a noint 338 feet west of the intersection of said road with the center line of South George Road: which point of beginning is the southwest corner of premises heretofore conveyed by Mott to Wooley (285/193): proceeding thence north along Wooley's west line for a distance of 130 feet: nroceeding thence east for a distance of 16 feet: proceeding thence north along the west line of lands formerly of Wooley, then of DeGroff, for a distance of 1000 feet to an iron nine situate in the south line of lands of the first parcel hereinabove described which iron pipe is situate approximately 420 feet west of the center line of South George Road: proceeding westerly along the south line of the first parcel hereinabove described for a distance of approximately 1179.00 feet to the west lot line of Lot #37 (east lot line of Lot #36), continuing thence westerly along the south line of the first parcel hereinabove described for a distance of approximately 1179.00 feet to the west lot line of Lot #37 (east lot line of the #36), continuing thence westerly along the south line of the first parcel hereinabove described for a distance of 1390 feet to an iron pipe marking the northwest corner of land conveyed by Mott to Willow Glen Gemetery Association (305/255): proceeding thence easterly along the north line of the Centery lands for a distance of 1387 feet to an iron pipe situate on the east lot line of Lot 36... proceeding thence southerly along said east lot lines of 36 and 46 for a distance of 417 feet to center line of Itheca-Dryden Road: thence easterly along the center line of the Ithaca-Dryden Road istance of approximately 1281 feet to the point or place of beginning.

TOGETHER with all right, title and interest of the grantor in and to the strip of land situate at the southeast corner of the hereinabove described premises, which strip of lend has a frontage on the Ithaca-Dryden Road of 20 feet, and a width at the year of 16 feet.

BEING the same premises conveyed to the grantors herein by warranty deed of Alton E. Mott and Frances M. Mott, bis wife, dated March 31, 1967 and recorded in the Tompkins County Clerk's Office in Liber 467 of Deeds at page 961 on April 3, 1967; and the same premises conveyed to the grantors herein by Ernest J. Maxwell by deed dated April 24, 1969 and recorded in the Tompkins County Clerk's Office in Liber 480 of Deeds at page 836 on April 24, 1969.

SUBJECT to the following easements and rights of way of record insofar as they affect the hereinabove described premises:

1. To the New York Telephone Co. and American Telephone & Telegraph Co. for communication lines by an instrument dated Nowember 24, 1936 and recorded in the Tompkins County Clerk's Office in Liber 242 of Deeds at page 437 on December 15, 1936.

2. To the New York Telephone & Telegraph Co. and American Telephone & Telegraph Co. for communication lines by an instrument dated September 22, 1936 and recorded in said County Clerk's Office in Liber 242 of Deeds at page 128 on September 29, 1936.

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3. To New York State Electric & Gas Corp. for a pole line dated January 14, 1949 and recorded in said County Clerk's Office in Liber 317 of Deeds at page 492.

4. To New York State Electric & Gas Corp. for a pole line dated November 4, 1959 and recorded in said County Clerk's Office in Liber 424 of Deeds pt

nage 213 on December 23, 1950.

5. To New York State Flectric & Gas Gorn. for a gas pine line dated August 5, 1969 and recorded in said County Clerk's Office in Liber 483 of Deeds at page 245 on August 22, 1969.

6. To New York State Electric & Oas Corr. for a gas hipe line dated Sentember 3, 1969 and recorded in said County Clerk's Office in Liber 483 of Deeds at page 859 on Sentember 18, 1960.

7. To Iroqueis Telephone Corporation for a nole line deted February 17, 1965 and recorded in said County Clerk's Office in Liber 455 of Deeds at many 503 on March 1, 1965.

SUPJECT to an oil and gas lense dated September 15; 1071, given to C. E. Beck, and recorded in the Tompkins County Clerk's Office in Liber 497 of Deeds at page 991 on January 3; 1072, which lease was assigned by C. E. Beck to Amoco Production Company by an assignment dated March 20, 1972 and recorded in said County Clerk' Office in Liber 500 of Deeds at mage 453 on June 1, 1072.

510 PAGE 901

1:329

LIBER 510 FACE 902

**Constant** with the appurtenances and all the estate and rights of the part of the first part in and to said premises,

To Have and to Hold the premises herein granted unto the party of the and assigns forever. second part, his heirs, distributees

And said parties of the first part

First, That said parties of the first part

as follows: covenant 👘

seized of said premises in fee simple, and good right to convey the same; friand, That the party of the second part shall quietly enjoy the said premises:

Ohtrd. That the said premises are free from incumbrances;

Sourth. That the part is of the first part will execute or procure any further necessary assurance of the title to said premises: Bitth, That said parties of the first part

will forever Warrant the title to said premises. Bixth. That, in Compliance with Sec. 13 of the Lien Law. the grantor 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.

hereunto set their In Witness Whereof. the part 135 of the first part have hand s and seal s the day and year first above written.

Thomas ?

Elsie W. Ton

In Presence of

Sept 1973

Town of Dryden Tax Map #38-1-3 #38-1-4 #38-1-6.1 Mailing Address: RD# 2 Preeville, New York

REAL ESTATE STATE OF IN TRANSFER TAX S TOWNY' m 6.1 -R0. 10945 -Mift\_ & Finance\_\_\_\_\_

2012 State of New York day of Sentember On this 88. Nineteen Hundred and Seventy-three County of TOMPKINS before me, the subscriber, personally appeared

THOMAS L. TODD and ELSIE W. TODD

to me personally known and known to me to be the same person s described in and who executed the within Instrument, and they acknowledged to me that the y executed the same.

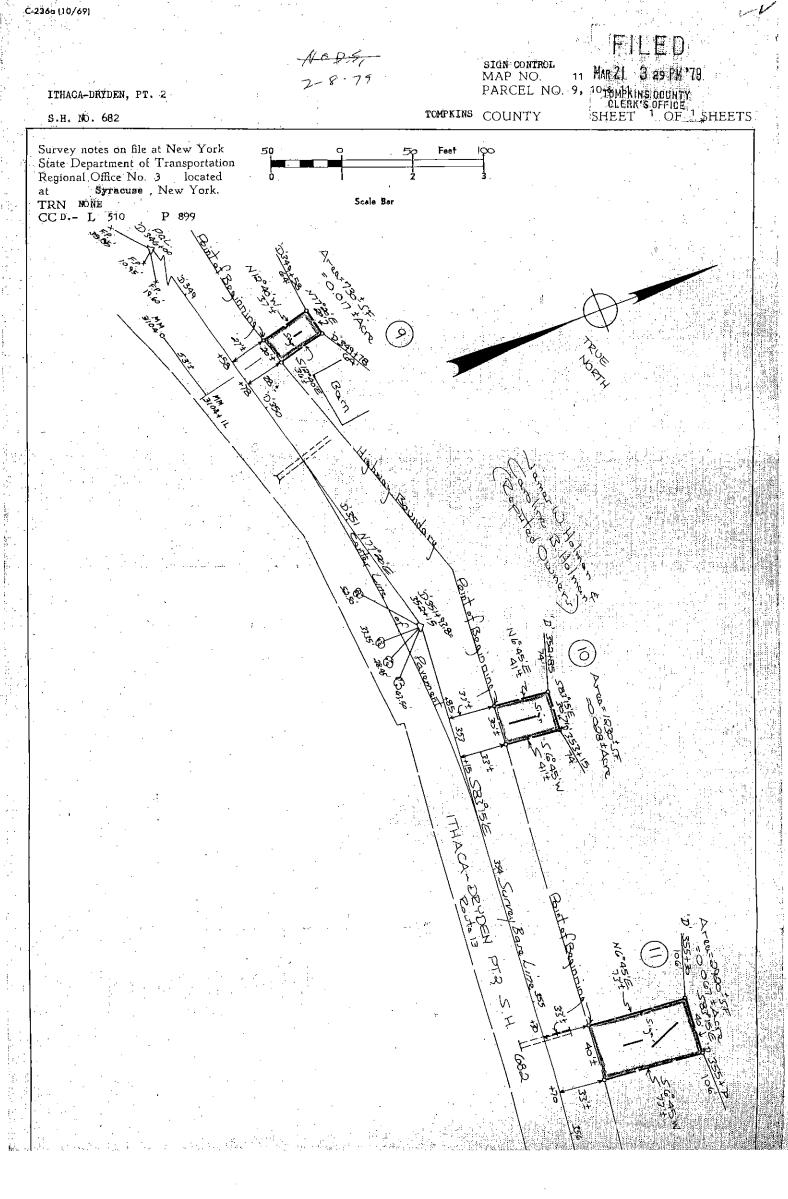
- andu Notary Public

(183

HELEN AMOUR No. 55-5565150 Netary Public, Stata of Row York Qualified in Tompitas County By Commission Expires March 40, 19-25

20-12 Elice S. Boyd A true copy of the original recorded on the day of and 3:27 atelack PM., and examined.

FILE # 1133 Keputed Owner 000 James W. Holman & Caroline B. Holman 868 utes 569 201075 ROW 91-R1 (4/68) NEW YORK STATE DEPARTMENT OF TRANSPORTATION Section D REAL PROPERTY DIVISION APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK COUNTY CLERK'S CERTIFICATE OF FILING OF DESCRIPTIONS AND MAPS DESCRIPTION AND MAPS PROJECT: MAP NOS. PARCEL NOS. P.I.N. 3810.04.241 Proc. #6887-SC Ithaca-Dryden, Pt. 2 11 9, 10, 11 S. H. 682 Tompkins County Town of Dryden Sterre of New York )ss. Tompkins County of \_\_\_\_ I hereby certify that on the <u>21</u> day of <u>March</u>, 19 the Commissioner of Transportation caused a copy of each of the above designated descriptions and maps of property to be filed in this office. Rachael S. Pierce County Clerk 21, 1479 Dated: a Deputy County Clerk Tompkins County, ss: (SEAL) Jan 23 19 79 .... and samined. Fulle &: all. Clerk



### TEMPORARY EASEMENT FOR REMOVING OR RAZING

#### ADVERTISING SIGNS, DISPLAYS AND DEVICES

A temporary easement to be exercised in, on and over the property above delineated and hereinafter describeds for the purpose of removing advertising signs, displays and devices or razing all or a portion of certain advertising signs, displays and devices located on each property. ALSO, for the implementation of which, absolute it the is herewith simultaneously to be acquired to the etructures or portions thereof, above referred to, lying within said property, and to any material salvaged therefrom; this easement shall be for a period of 12 calendar monthe beginning from the date of filing a copy of the description and map in the office of the county clerk in which this property is eituate; or until all advertieting signs, displays and devices within each easement area have been removed, whichever occurs carlier; upon the expiration of such period of time said easement shall thereby and the reupon be terminated, released and extinguished without further certificate. ALSO, to acquire from the owner of the real property on which euch eign, display or device is located, his rights to erect and maintain existing aigns, displays and devices in, on and over the property above delineated and hereinafter described. Such easement shall be exercised in and to all those pieces or parcels of property hereinafter designated as Parcele No. 9, 10, & 11, situate in F.L. 37 & 47 in the Town of Dryden, County of Tompkine, State of New York, as shown on the accompanying map and described as follows: as shown on the accompanying map and described as follows:

#### Parcel No. 9

Beginning at a point on the northerly boundary of the existing Ithaca-Dryden highway, eaid point being 27  $\pm$ feet dietant northerly, measured at right angles, from station 'D' 349+58 of the hereinafter described survey baseline for the construction of the Ithaca-Dryden, Pt. 2 State Highway No. 682; thence thru the property of Jamee W. Holman & Caroline B. Holman (reputed owners) the following 3 courses & distances: (1) N 12°40'W - 37  $\pm$  feet to a point 64 feet dietant northerly, measured at right angles, from station 'D' 349+58 of said baseline; (2) N 77°20'E-20 feet to a point 64 feet dietant northerly, measured at right angles, from station 'D' 349+78 of said baseline; and (3) S 12°40'E - 36  $\pm$  feet to a point on the northerly boundary of said existing highway, the last mentioned point being 28  $\pm$  feet dietant northerly, measured at right angles, from station 'D' 349+78 of said baseline; thence westerly along the last mentioned boundary of said existing highway 20  $\pm$  feet to the point of beginning, being 730  $\pm$  Sq. Ft. = 0.017 acre, more or less.

### Parcel No. 10

Beginning at a point on the northerly boundary of the existing Ithaca-Dryden highway, said point being  $33 \pm 10^{-10}$  feet distant northerly, measured at right angles, from station 'D' 352+85 of the hereinafter described survey baseline for the construction of the Ithaca-Dryden, Pt. 2 State Highway No. 682; thence thru the property of Jamee W. Holman & Caroline B. Holman (reputed ownere) the following 3 courses & distances: (1) N  $6^{-0}45^{+0}E - 41 \pm feet$  to a point 74 feet distant northerly, measured at right angles, from station 'D' 352+85 of said baseline; (2) S  $83^{\circ}15^{+}E - 30$  feet to a point 74 feet distant northerly, measured at right angles, from station 'D'  $353+15^{\circ}$  of said baseline; and (3) S  $6^{-0}45^{+}W - 41 \pm feet$  to a point on the northerly boundary of said existing highway, the last mentioned point being  $33 \pm f$  feet distant northerly, measured at right angles, from station 'D'  $353+15^{\circ}$  of said baseline; hence westerly along the last mentioned boundary of said existing highway  $30 \pm f$  feet to the point of beginning, being  $1230 \pm 5q$ . Ft. = 0.028 acre, more or less.

#### Parcel No. 11

Beginning at a point on the northerly boundary of the existing Ithaca-Dryden highway, said point being  $33 \pm 1664$  distant northerly, measured at right angles, from station 355+30 of the hereinafter described euryey baseline for the construction of the Ithaca-Dryden, Pt. 2 State Highway No. 682; thence thru the property of James W. Holman & Caroline B. Holman (reputed ownere) the following 3 courses & distances: (1) N 6°45'E - 73 ± feet to a point 306 feet distant northerly, measured at right angles, from station 'D' 355+30 of said baseline; (2) S 83°15'E - 40 feet to a point 406 feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; and a point 406 feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 35 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 35 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 35 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; thence being 35 ± feet distant northerly feet di

Recerving, however, to the owner of any right, title or interest in and to the property described above and such owner's successors or assigns the right of using said property and such use shall not be further limited or restricted under this sacement beyond that which is necessary to effect at it purposes. The above mentioned survey baseline is a portion of the survey baseline for the construction of the Ithes-Dryden Pt. 2 State Highway No. 682 as shown on a map and plan on file in the office of the State Department of Transportation and described as follows.

and described as follows:

Beginning at Sta. 'D' 346+00; thence N 77<sup>0</sup>20'E to Sta. 'D' 351+93.8 = 352+15 ; thence S 83<sup>0</sup>15'E to Sta. 372+00 All bearings referred to true north.

I hereby certify that this is an accurate description and map made from an accurate survey; prepared und THE OF NEW OR 44 ection. 0

James W. Holman & Caroline B. Holman (reputed owners) the following 3 courses & distances: (1) N 6<sup>2</sup>45 M = 41  $\pm$  feet to a point 74 feet distant northerly, measured at right angles, from station 'D' 352+85 of said baseline; (2) S 83<sup>0</sup>15'E = 30 fset to a point 74 feet distant northerly, measured at right angles, from station 'D' 353+15 of said baseline; and (3) S 6<sup>0</sup>45'W = 41  $\pm$  feet to a point on the northerly boundary of said existing highway, the last mentioned point being 33  $\pm$  feet distant northerly, measured at right angles, from station 'D' 353+15 of said base-line; thence westerly along the last mentioned boundary of said existing highway 30  $\pm$  feet to the point of beginning, being 1230  $\pm$  Sq. Ft. = 0.028 acrs, more or less.

Parcel No. 11

Beginning at a point on the northerly boundary of the existing Tthaca-Dryden highway, said point being  $33 \pm f$ eet distant northerly, measured at right angles, from station 355+30 of the bereinafter described survey baseline for the construction of the Ithaca-Dryden, Pt. 2 State Highway No. 682; thence thre the property of James W. Holman & Caroline B: Holman (reputed owners) the following 3 courses & distances: (1) N 6245/E - 73 + feet to a point 106 feet distant northerly, measured at right angles, from station 'D' 355+30 of said baseline: (2) S 83°15/E - 20 feet to a point 106 feet distant northerly, measured at right angles, from station 'D' 355+30 of said baseline: (2) S 83°15/E - 20 feet to a point 106 feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; and (3) S 6°45/W - 73 ± feet to a point on the northerly boundary of said existing Highway; the last mentioned point being 33 ± feet distant northerly, measured at right angles, from station 'D' 355+70 of said baseline; theace westerly along the last mentioned boundary of said existing highway 40 ± feet to the point of beginning; being 2920 ± Sq. Ft. = 0.067 acre, more or less.

Reserving, however, to the owner of any right, title or interest in and to the property described above and such owner's successors or assigns the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes. The above mentioned survey baseline is a portion of the survey baseline for the construction of the Ithaca-Dryden Pt. 2 Stats Highway No. 682 as shown on a map and plan on file in the office of the State Department of Transportation and described as follows: Beginning at Sta. 'D' 346+00; thence N 77°20'E to Sta. 1D1 351+93.8 = 352+15 ; thence S 83°15'E to Sta. 372+00.

All bearings referred to true north.

I hereby certify that this is an accurate description and map made from an accurate survey, prepared under rection.

Vional Engineer

Scotz ) CTAS Engline No. 31438 P.L.S. License

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

timber 15 1978

Regional Director of NEW YORK STATE DEPARTMENT OF TRANSPORTATION Trans. Region No. 3 DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY

ITHACA-DRIDEN, PT. 2 S.H. NO. 682

COUNTY OF TOMPKINS

SIGN CONTROL Map No. - 11 Parcel No. 9, 10, & 11

. System

JAMES W. HOLMAN & CAROLINE B. HOLMAN (Reputed Owners )

Total Area 😑 0, 112 ± Acre 幸 4,880 <u>†</u> Sq. Ft.

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Description and map of property in and to which an sasement as hereinabove defined, is deemed necessary by the Commissioner of Transportation to be acquired by appropriation in the name of the people of the State of New York for purposes connected with the highway system of the State of New York pursuant to Sections 30 and 88 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to statute set forth above and the authority delegated to me by official order of the commissioner of transportation, the above description and map are hereby officially approved; and said description and the original tracing of this map are hereby officially filed in the office of the department of transportation.

Date February 7 1979

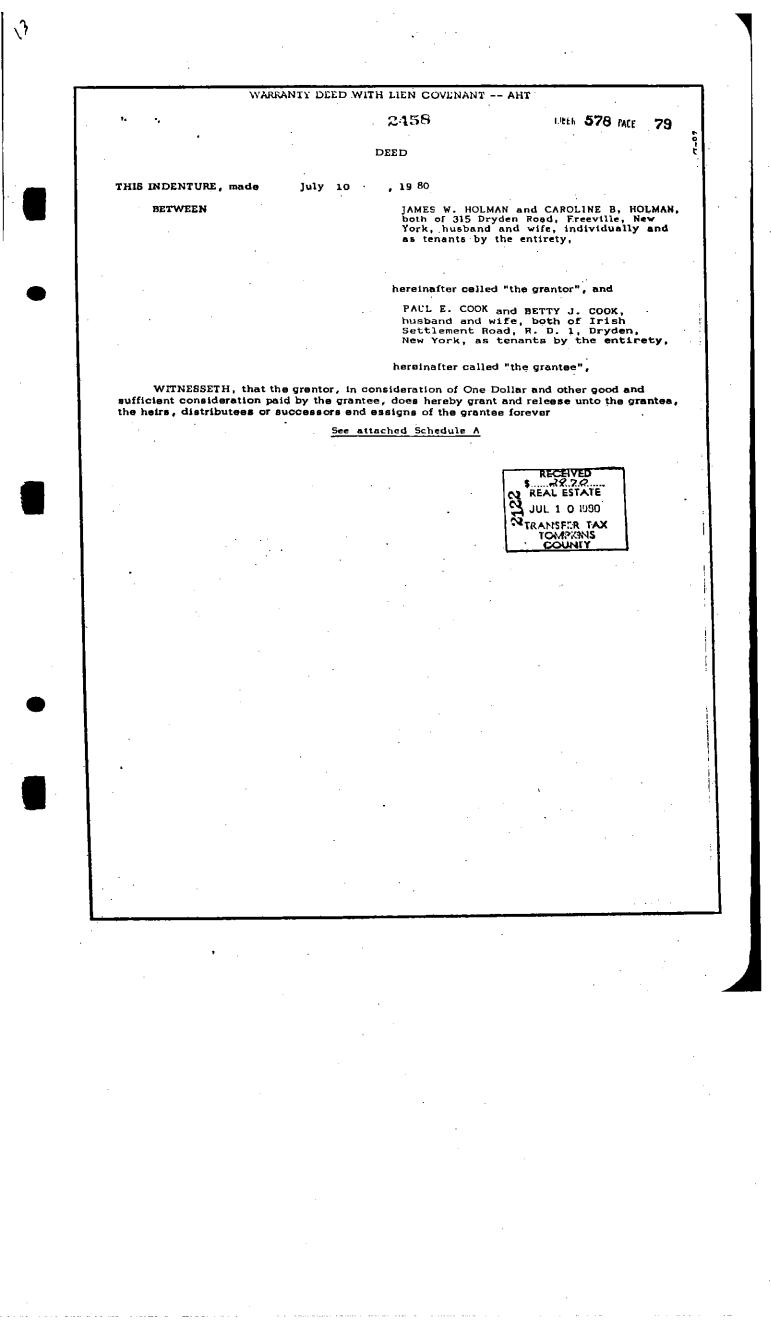
IE Collis J. E. COLLISON

Director Real Estate Division

I have compared the foregoing copy of description \_\_\_\_ and map with the original thereof, as filed in the office of the department of transportation and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

el mi Real Betate Division

# 4327 LIBER 573 PAGE 742 131.N. 30.3. 94. 24. Macht 6887-5-NEW YORK STATE DEPARTMENT OF TRANSPORTATION REAL PROPERTY DIVISION ROW 91-R1 (1/68) (Section A) APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK PROJECT: DESCRIPTIONS AND MAPS MAP NOS. ITHACA-DRYDEN PARCEL NOS. S.H. NO. 682 TOMPKINS COUNTY 11 9,10,11 TOWN OF DRYDEN NOTICE OF APPROPRIATION Pursuant to the statute set forth in the above descriptions and maps JAMES W. HOLMAN and CAROLINE B.HOLMAN, "Husband and wife, Individually and as Tenants by the Entirety" TOMPKINS COUNTY TRUST COMPANY UNITED STATES OF AMERICA, acting through FARMERS HOME ADMINISTRATION MIDLAND INSURANCE CO. ALEX GRENDYS and SOPHIE GRENDYS TO: NATIONAL ADVERTISING COMPANY GREEK PEAK, INC. ALEX GRENDYS and SOPHIE GRENDYS TAKE NOTICE that on the <u>B</u> day of <u>Pebruary</u>, 19 79, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the <u>21</u> day of <u>March</u>. 19 79, there was filed in the office of the clerk of the county, in which such property is <u>79,</u> TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon COMMISSIONER OF TRANSPORTATION OF THE STATE OF NEW YORK Dated: October 9, 1979 per ane (eng : 3 BY: J.E. Collison, Director, Real Estate Div. Tompkins County, st Recorded on th Sparohan and spicele Ain 10  $\mathbf{g}_{i}$ 5 -----Pare .... COUNTY CLERK'S CERTIFICATE OF FILING OF DESCRIPTIONS AND MAPS State of New York County of\_ SS.: I hereby cortify that on the of \_\_\_\_\_\_, the \_\_\_\_\_\_, the \_\_\_\_\_\_, the \_\_\_\_\_\_, the \_\_\_\_\_\_, the convisioner of Transportation saused a conv of man of the dependentions and man day and mana



LIBER 578 FACE 80

SUBJECT TO mortgage(s) 370M296

In the reduced amount of \$ 48,424.31 , which mortgage debt with interast thereon from the date hereof the grenter hereby assumes and agrees to pay, executing and acknowledging this instrument for the purpose of complying with the provisions of General Obligations Law, §5-705. TOGETHER WITH the appurtenances and ell the estete and rights of the grantor

in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs,

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs, distributees, or successors and assigns of the grantee forever. AND the grantor covenants as follows: (1) that the grentor is seized of the said premises in fee simple end has good right to convey the same; (2) thet the grentee ahall quitely enjoy the seld premises; (3) that the said premises are free from incumbrances, except es ebovementioned; (4) that the grantor will forever warrant the title to ssid premises; (5) that the grantor has not done or suffered enything whereby the said premises have been incumbered, except as abovementioned; end (6) that this deed is subject to the trust fund provisions of §13 of the Lien Law. If more than one person joins es grantor or grantee, the relative provisions herein

If more than one person joins as granter or grantee, the relative provisions herein shall be read as if written in the plural and their covenants and sgreements herein shall be

their joint and several obligations. IN WITNESS WHEREOF, this deed has been duly executed as of the day and year first above written.

10 HOLMAN E. 200K 9 TY JC COOK CAROLINE Β. HOLMA

STATE OF NEW YORK ) COUNTY OF TOMPKINS ) COUNTY OF TOMPKINS ) SS,: On the lottlay of july ,1980, before me personally ceme JAMES W. HOLMAN and CAROLINE 8. HOLMAN, to me known and known to me to be the individuals described in and who executed the SS,; foregoing instrument, and they acknowledged to me that they executed the same.

lukin

STATE OF NEW YORK ) SS.: COUNTY OF TOMPKINS ) On the 10th day of july ,1980, before me personally came PAUL E. COOK end BETTY J. COOK to me known end known to me to be the individual described in and who executed the fore-going instrument, and he acknowledged to me that he executed the same. ,1980, before me personally

Nurla, in Notary Public

STATE OF NEW YORK COUNTY OF TOMPKINS ,19 ss.: , before ma personally to me known who being On the dey of ) came by ma duly sworn, did depose and sey: that he reeldas at

of the he is the that which exacuted the above instrument; that he knows the seal of seld corporation; that the seal affixed to said instrument is such corporate seal; that it was so sflixed by order of the Board of Directors of said corporation, and that he signed h name thereto by like order.

Notary Public

(Portion of) Tax Parcel (s): 38-1-3, 38-1-4, and 38-1-6.1, Town of Dryden -6.1

Malling Address: Irish Settlement Road, Dryden, NY 13053

LIBER 578 PAGE 81

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkine and State of New York, being parte of Lote No. 36, 37 and 47 in eaid town, and bounded and deecribed as follows:

36, 37 and 47 in eaid town, and bounded and described as follows: PARCEL 1: BEGINNING at a point in the centerline of South George Road (Millow Glen-Freeville Highway). seid point being northerly a distance of 1,123,5 feet elong said centerline from its inter-section with the centerline of New York State State Routo 13 (Ithaca-Dryden State Highway): running thence west 45.50 chains more or less to a point marked an iron pipe in the east line of premises now or formerly owned by Gordon E. Rice and Marien G. Rice (see Liber 264 of Deeds at page 431 in the Tompkins County Glerk's Office); proceeding thence north 1,610 feet along said Rices' east line to a coutherly line of premises now or formerly of George Junior Republic: proceeding thence east clong said George Junior Republic: southerly line for a distance of 1,360 feet to a equare stone merker and the division line between Lote 36 and 37; proceeding thence north 950.40 feet along said division line to the center of an old road formerly known as the "Creek Road"; proceeding thence southeasterly for a distance of 388 feet along the centerline of the said old "Creek Road" to a point mark-ing a southwesterly corner of premises now or formerly of the George Junior Republic: proceeding thence north 89° 30' east for a distance of 1,241.6 feet along a southerly boundary of George Junior Republic lands to the centerline of South George Road; proceeding thonce southeasterly along tho centerline of eaid high-way to "Updiko's Crossing" and continuing thence south along the centerline of South George Road for a further distance of 27 chains more or less to the point or place of beginning, containing 153 acres of land, more or less. EXCEPTING AND RESERVING therefrom any lands heretofore and prasent-

EXCEPTING AND RESERVING therefrom any lands heretofore and present ly used for reilroed purposes.

EXCEPTING AND RESERVING therefrom any lands heretofore and prasent-ly used for reilroed purposes. PARCEL 2: BEGINNING at a point in the centerline of New York State ROUTE 13 (Ithace-Dryden Road) which is also on the south line of Lot No. 37, said point or place of beginning being located 338 feet west along eaid centerline from its intersection with the center-line of South George Road (said point or place of beginning being the southwest corner of premises heretofore conveyed by Mott to Woolley (see Liber 285 of Deeds et page 198 in eaid Clerk'e Office; proceeding thence along Woolley's west line for a distance of 130 feet to a point marked by an iron pipe situate in the south line of the first parcel hereinabove described, seid iron pipe ie situate approximately 420 foet west of the centerline of South George Road; proceeding thence westorly along the south line of the first parcel hereinabove described for a distance of approxi-mately 1,179.09 feet to a point in the west line of Lot No. 37 (which is also the eest line of Lot No. 36); continuing thence westerly along the south line of the first parcel hereinabove described for a distance of 1,390 feet to a point marked by an iron stake; proceeding thence eouth for a distance of of lands now or formerly of the Willow Clen Cemetery Association (see Liber 305 of Deeds at page 255 in said Clerk's Office); proceeding thence easterly along the north line of the said cema-tery lande for a distance of 1,387 feet to a point marked by en iron pipe situate on the east line of Lot No. 36; proceeding thence eoutherly along said east lot line of Lot No. 36 and 46 for a distance of 1,387 feet to a point marked by en iron pipe situate on the east line of Lot No. 36; proceeding thence eoutherly along said east lot line of Lot No. 36 and 46 for a distance of 417 feet to a point in the centorline of New York State Route 13; proceeding thence eaeterly elong the center-line of New York State Route 13 for a distance of approximately

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1,281 feet to the point or place of beginning.

TOGETHER with ell of the right, title and interest in and to the strip of land situate at the southeast corner of the hereinabove described premises, which strip of land has a frontage on the New York State Route 13 of 20 feet and a width at the rear of 16 feet no warranty of title is made with respect to this strip. feet.

SUBJECT to the rights of the public in and to those portions of the above described premises which lie within the bounds of the public roads.

SUBJECT to easements and rights of way of record grented to public utility corporations insofar as they may affect the above describe premises.

EXCEPTING AND RESERVING, however, from the above described premises, the following tracts or parcels of land:

Parcel A: BEGINNING at the southeast corner of parcel 1 herein-above described and running thence north for a distance of 660 feet along the centerline of South George Road (Willow Glen-Free-ville Road) to a point; proceeding thence west for a distance of 235 feet, more or less (passing through a point marked by an iron pips on the westerly side of the road) to a fence; proceeding thence southerly for a distance of 660 feet more or less along said fence and to a point; proceeding thence east for a distance of 195 feet more or less along an old hedgerow (passing through a point marked by an iron pipe in the westerly bounds of the road) to the point or place of beginning.

LIBLE 578 FACE 83

The above described premises (except for the second excepted and reserved parcel) are the same premises conveyed by Thomas L. Todd and Elsie W. Todd to James W. Kolman and Caroline B. Holman by deed dated September 20, 1973 and recorded that same day in the Tompkins County Clerk's Office in Liber 510 of Deeds at page 899.

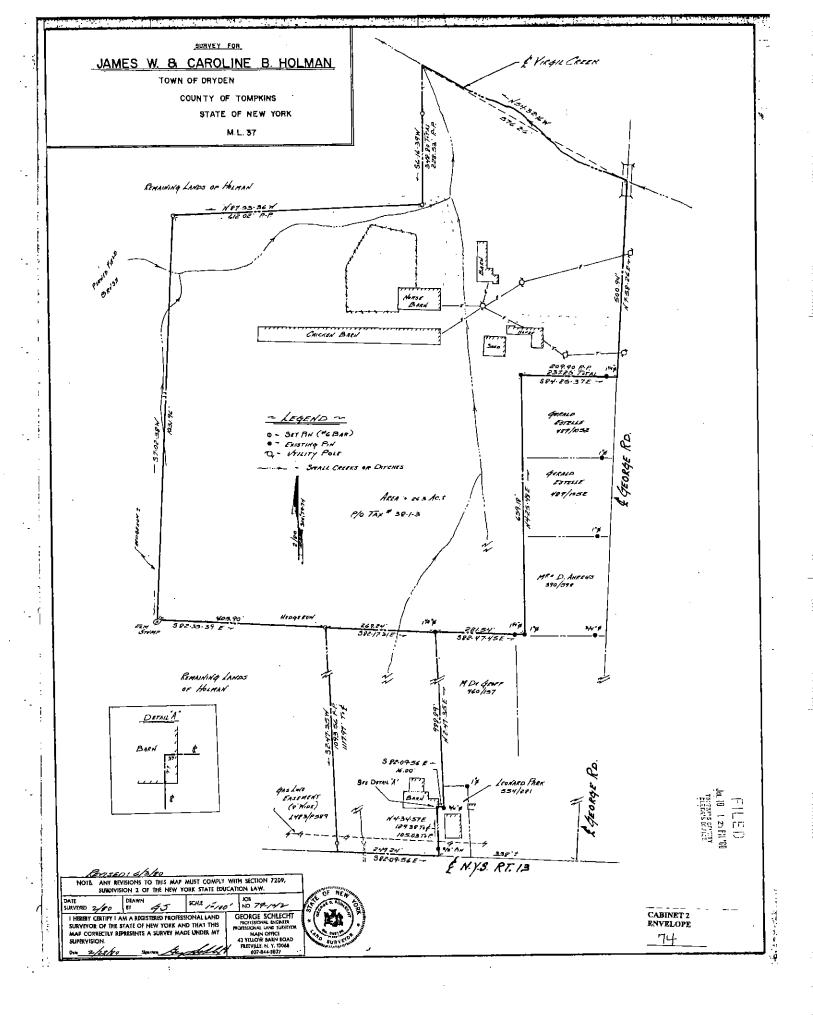
Ъ.

There is also conveyed by this instrument a right of way along the old "Greek Road" for purposes of ingress and ogress from South George Road to property described above. Said right of way to be 30 feet each side of the center line of said abandoned road and limited for purposes of access to lands of Paul E. and Betty J. Cook for farm vehicles and farm uses and purposes.

...**i**e

Town of Dryden Tax Map #38-1-3 (portion of) #38-1-4 (portion of) #38-1-6.1 Mailing Address: Irish Settlement Road Dryden, New York 13053

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## LAND CONTRACT

THIS AGREEMENT made the 6th day of August, 1982 by and between JAMES W. HOLMAN and CAROLINE B. HOLMAN, residing at 315 Dryden Road, Freeville, New York, hereinafter referred to as "Sellers", and DALE T. LOOMIS and CASSANDRA A. PETRILLOSE, residing at 334 South George Road, Freeville, New York, hereinafter referred to as "Buyers".

## WITNESSETH:

WHEREAS, the Sellers are the owners of premises commonly known as 334 South George Road, Town of Dryden, Tompkins County, New York, having acquired the same by deed recorded September 20, 1973 in Liber 510 of Deeds at page 899 filed in the Tompkins County Clerk's Office, and

WHEREAS, the Sellers wish to sell the premises and the Buyers wish to purchase the same premises, and

WHEREAS, the Buyers have had ample opportunity to examine the said premises and title thereto, Standard

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties individually acknowledge and agree as and between themselves as follows:

1. <u>Sale</u>. The Sellers agree to sell and the Buyers agree to buy from the Sellers the premises known as 334 South George Road, Dryden, New York, containing 26.3<sup>±</sup> acres of land, more particularly

LIBER 590 PAGE 770

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bounded and described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, Tompkins County, New York, being a part of Military Lot No. 37 in said Town, more particularly bounded and described as follows: BEGINNING at a point in the centerline of George Road, said point being located S7°58'26"W a distance of 500.94 feet southerly of the intersection of the centerline of George Road with the centerline of Virgil Creek as it passes under a bridge on George Road; thence N7°58'26"E a distance of 500.94 feet along the centerline of said road to the centerline of Virgil Creek as it passes under the bridge on said road; thence N54°32'16"W a distance of 576.26 feet to a point in the centerline of Virgil Creek; thence S6°16'39"W passing through an iron pipe at 120.27 feet a total distance of 348.80 feet to an iron pipe; thence N87°53'36"W a distance of 612.02 feet to an iron pipe; thence S7°02'38"W a distance of 1031.96 feet to an elm stump; thence S82°35'39"E along a hedgerow a distance of 405.90 feet to an iron pipe; thence S82°17'31"E a distance of 269.24 feet to a 1-1/2" iron pin; thence S82°47'45"E a distance of 221.54 feet to a 1" iron pin in the southwest corner of lands of Mrs. D. Ahrens (R.O.) as recorded in the Tompkins County Clerk's Office in Liber 390 of Deeds at page 598; thence N4°25'48"E a distance of 659.18 feet to an iron pin; thence S84°25'37"E passing through a 1-1/4" iron pin at 209.90 feet a total distance of 237.25 feet to the centerline of George Road; being the point or place of beginning. Containing 26.3 acres of land more or less.

The above description is based on a survey entitled "Survey for James W. and Caroline B. Holman" made by George Schlecht, L.S., dated 2/28/80 and revised 6/3/80, which map is filed in said Clerk's Office in Cabinet 2, envelope 74.

Subject to the rights of the public over that portion of the premises which lies within public highway and subject to utility easements and rights of way of record insofar as they may affect the above described premises.

Subject to a right of way granted to Paul E. Cook and Betty J. Cook by deed from Grantors herein to the Cooks dated July 10, 1980 and recorded in said Clerk's Office in Liber 578 of Deeds at page 79. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the Cook property from George Road for farm vehicles and farm uses and purposes.

BEING a portion of the premises conveyed to Grantors herein by Thomas L. and Elsie W. Todd by deed dated September 20, 1973 and recorded in said Clerk's Office in Liber 510 of Deeds at page 899.

Together with the buildings and improvements thereon, and including all fixtures and articles of personal property attached or appurtenant to or used in connection with the premises for the purchase price of FORTY SEVEN THOUSAND and 0/100ths (\$47,000.00) Dollars. Said purchase price to include a John Deere 1010 Tractor in as is condition.

2. <u>Price and Terms of Payment</u>. The Buyers agree to pay for the premises, and the Sellers agree to accept as the purchase price therefore the sum of FORTY SEVEN THOUSAND AND 0/100ths (\$47,000.00) Dollars, to be paid as follows:

- (a) \$200.00 previously paid to J.D. Shippy Realty, Ltd;
- (b) \$19,800.00 upon the execution of this agreement;
- (c) \$27,000.00 to be paid on or before the 31st day of January, 1983, with no interest.

In the event the Buyers fail to make the \$27,000.00 payment by January 31, 1983, in addition to any other remedies, Sellers shall have the rights and remedies hereinafter set forth.

3. <u>Deed Upon Full Payment</u>. Upon receipt of the final payment above set forth, the Sellers agree to deliver to the Buyers a warranty deed in proper statutory form for recording, duly executed and acknowledged by the Sellers, so as to convey to the Buyers marketable title to the fee simple of the premises that are subject to this land contract, subject only to the liens, encumbrances and restrictions placed upon the premises by reason of the acts or omission of the Buyers.

4. <u>Payment of Taxes</u>. Buyers agree to pay all taxes and assessments, extraordinary as well as ordinary, which become due and may become a lien against the premises on and after the date of this agreement. Sellers will immediately forward tax bills to Buyers who will pay same. 1.18ER 590 PAGE 774

5. <u>Apportionments</u>. Taxes, water rates, utilities, insurance premiums and rents are to be apportioned as of the date of this contract.

6. <u>Insurance</u>. The Buyers shall keep and maintain casualty insurance in an amount at least equal to the unpaid balance of this contract and liability coverage. The policy shall name Sellers as Contract Vendee/Loss Payee. In case of damage, loss or claims under said insurance, the benefits to accrue to the Buyers and Sellers as their interest may appear.

7. <u>Possession</u>. Buyers are hereby granted possession of the premises.

8. Assignment of Rents. Notwithstanding anything else to the contrary herein set forth, the Buyers hereby assign to the Sellers the rents, issues and profits of the premises as further security for the payment required by this land contract, and the Buyers grant to the Sellers the right to enter upon the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this land contract is paid. The Sellers hereby waive the right to enter upon and to the function possession of said premises for the purpose of collecting said. The said premises for the Buyers shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this land contract, and agree to use such rents, issues and

profits in payment of principal and interest becoming due on this land contract and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the Buyers may be revoked by the Sellers upon any default, on five days' written notice. The Buyers will not, without the written consent of the Sellers, receive or collect rents from any tenants of the said premises or any part thereof for a period of more than one month in advance, and in the event of any default under this land contract will pay monthly in advance to the Sellers, or to any receiver appointed to collect said rents, issues, and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Buyers and upon default in any such payment will vacate and surrender the possession of said premises to the Sellers or to such receiver, and in default thereof, may be evicted by summary proceedings. For the purpose of this paragraph a default shall mean failure to pay any installment hereunder, failure to pay any taxes, failure to maintain insurance or allowing a significant deterioration in the condition of the property. It shall also mean any other default outlined in this agreement except that as to such other defaults, Buyers shall be given notice of same and shall have ten days to cure same before Sellers may proceed under this paragraph.

9. <u>Maintenance of Valid Title</u>. Buyers and Sellers each agree to do nothing that will impair or otherwise affect the title to the property including, without limitation, incurring of

any mechanic's lien or obtaining any additional mortgages.

10. <u>"As Is" Purchase</u>. The transfer of the property hereunder is an "as is" transfer. Buyers represent and warrant that they have inspected the premises, are fully satisfied with the condition thereof and accept the premises in their present condition. Buyers hereby waive any and all claims Buyers may have with respect to any defect or alleged defect in the condition of the premises as of the date of this agreement. No representations, warranties or agreements are made with respect to the condition of the premises nor with respect to whether the premises comply with any Town, County, State or any governmental law, codes, regulations and rules.

11. <u>Risk of Loss</u>. Risk of loss from any and all causes whatsoever shall be borne by Buyers on and after the date of this agreement or on and after the day Buyers obtain possession whichever date is earlier.

12. <u>Maintenance of Premises in Good Condition</u>. Buyers will not suffer or permit any waste to the conveyed premises <u>but will</u> <u>maintain them in a rentable and tenantable condition and reason</u> ably good state of repair, and upon the failure of the Buyers to do so, Sellers shall have the option of either declaring the unpaid balance due and payable, or rescaling the premises to as good state and condition at they are at the date hereof, or to exercise any other remedy of Sellers that is set forth in this

shall be immediately paid to Sellers by the Buyers and shall be deemed to be secured by this land contract. Buyers' failure to make such payments upon demand by Sellers shall constitute a default under this land contract and will give rise to all of the remedies of Sollers as set forth in this agreement.

13. <u>Remedies</u>. In the event of a default hereunder by Buyers, Sellers shall have the normal remedies of damages and/or specific performance. In addition, Sellers shall have the remedy should Sellers so elect, to foreclose this land contract as if it were a mortgage, such foreclosure to be in accordance with the Real Property Actions and Proceedings Law and Civil Practice Law and Rules provisions governing the foreclosure of mortgages and if Sellers elect to so proceed shall include the right to the normal costs, allowances, and additional allowances, awarded to a successful litigant in a mortgage foreclosure action.

14. <u>Appointment of Receiver</u>. In the event that an action is brought to foreclose this land contract by Sellers, the Sellers shall be entitled to the appointment of a receiver, without notice to the Buyers and may sell said premises as one parcel.

15. <u>Notice</u>. Any notice required hereunder may be forwarded by first class mail addressed to either party at the address set forth at the outset of this agreement unless at the time of posting said letter or within three days thereafter the mail services are not functioning, in which event notice shall be given

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by delivering same personally to the parties herein named or by delivering same personally to the addresses set forth at the outset of this agreement and leaving same in a conspicuous place at said address. Notwithstanding the foregoing in the event either party notifies the other of a change in address, the notice shall be forwarded or delivered to such changed address.

16. <u>Binding Effect</u>. The provisions of this agreement are to apply to and bind the distributees, executors, administrators, successors, and (to the extent permitted by this agreement) assigns of the respective parties.

17. <u>Right of Inspection</u>. Sellers shall have the right, on reasonable notice, at any time prior to the delivery of the deed hereunder to enter on the premises for the purposes of inspecting the same, or to make any repairs or alterations to protect the property.

18. <u>Superseding Agreement</u>. This agreement supersedes any and all prior agreements between the parties hereto. There are no other representations, agreements, or warranties other than as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above set forth.

//JAMES W. HOLMAN

Caroline B. Malm

CAROLINE B. HOLMAN

My

DALE J. LOOMIS

rsiand

CASSANDRA A. PETRILLOSE

STATE OF NEW YORK ) COUNTY OF TOMPKINS) ss:

On the 6th day of August, 1982, before me personally came James W. Holman to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

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STATE OF NEW YORK ) COUNTY OF TOMPKINS) ss:

On the 6th day of August, 1982, before me personally came Caroline B. Holman to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

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Notary Public KATHRYN B. WINDER S Notary Public, State of Now York No. 470/150 Qualified in Tompting County 8 3 Term Expires March 30, 1983

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LIBER 590 PAGE 780 STATE OF NEW YORK ) COUNTY OF TOMPKINS) ss: For CAP kı (sz) On the 6th day of August, 1982, before me personally came Dale J. Locmis to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same. in thirts EDWARD P. ABBOTT Notary Public, Bate of New York Qualified in Tempkins Ca. 55-5001725 g. My Commission Expires March 30, 19 Notary Public STATE OF NEW YORK ) COUNTY OF TOMPKINS)<sup>\$5</sup>: On the 6th day of August, 1982, before me personally came Cassandra A. Petrillose to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same. anonital EDWARD P. ABBOTT Notary Public, State of Row York Qualified in Tompkins Ca. 85-5001725 g// My Commission Expires Merch 30, 19 Notary Public 67.50 RECEIVED \$ SPECIAL ADD'L TAX AND \$\_\_\_\_\_\_ .00 **BASIC** MORTGAGE TAX THIS DAY ኯኇፚ in Ŀ TOMPKINS COUNTY CLERK Tompkins County, ss. ٠.

U.S. Internal Revenue Stamps Aflixed

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LIEER 593 PAGE 363 Indenture made 25th February This 19 83

Between

P 670-Warranty deed : lien clause, ind, or corn

JAMES W. HOLMAN and CAROLINE B. HOLMAN, individually and as Husband and Wife, of Freeville, New York

party of the first part, and

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JULIUS BLUMBERG, INC., LAW

DALE J. LOOMIS and CASSANDRA A. PETRILLOSE, of Freeville, New York, as joint tenants with right of survivorship

party of the second part,

Witnesseth that the party of the first part, in consideration of . ----- Dollars (\$ 1.00 ONE and 00/100ths----lawful money of the United States, and other good and valuable consideration

paid by the party of the second part, 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

the heirs or successors and assigns of the party of the second part forever, all ALL THAT TRACT OF PARCEL OF LAND situate in the Town of Dryden, Tompkins County, New York, being a part of Military Lot No. 37 in said Town, more particularly bounded and described as follows: BEGINNING at a point in the centerline of George Road, said point being located S7°58'26'W a distance of 500.94 feet southerly of the intersection of the centerline of George Road with the centerline of Virgil Creek as it passes under a bridge on George Road; thence N7°58'26''E a distance of 500.94 feet along the centerline of said road to the centerline of Virgil Creek as it passes under the bridge on said road; thence N54°32'16''W a distance of 576.26 feet to a point in the centerline of Virgil Creek; thence S6°16'39''W passing through an iron pipe at 120.27 feet a total distance of 348.80 feet to an iron pipe; thence N87°53'36''W a distance of 612.02 feet to an iron pipe; thence S82°17'31''E a distance of 269.24 feet to a 1-1/2'' iron pin; thence S82°17'31''E a distance of 221.54 feet to a 1'' iron pin in the southwest corner of lands of Mrs. D. Ahrens (R.O.) as recorded in the Tompkins County Clerk's Office in Liber 390 of Deeds at page 598; thence N4°25'48''E a distance of 659.18 feet to an iron pin; thence S84°25'37''E passing through a 1-1/4'' iron pin at 209.90 feet a total distance of 237.25 feet to the centerline of George Road; being the point or place of beginning. Containing 26.3 acres of land more or less. The above description is based on a survey entitled ''Survey for James W. and Caroline B. Holman'' made by George Schlecht, L.S., thence

of beginning. Containing 26.3 acres of land more or less. The above description is based on a survey entitled "Survey for James W. and Caroline B. Holman" made by George Schlecht, L.S., dated 2/28/80 and revised 6/3/80, which map is filed in said Clerk's Office in Cabinet 2, envelope 74. Subject to the rights of the public over that portion of the

Subject to the rights of the public over that portion of the premises which lies within public highway and subject to utility easements and rights of way of record insofar as they may affect the above described premises.

Subject to a right of way granted to Paul E. Cook and Betty J. Cook by deed from Grantors herein to the Cooks dated July 10, 1980 and recorded in said Clerk's Office in Liber 578 of Deeds at page 79. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the Cook property from George Road for farm vehicles and farm uses and purposes.

BEING a portion of the premises conveyed to Grantors herein by Thomas L. and Elsie W. Todd by deed dated September 20, 1973 and recorded in said Clerk's Office in Liber 510 of Deeds at page 899.

Tax Map No. 38-1-3.2 (portion)

Mailing Address: 334 South George Road Freeville, New York 13068



**Ungether** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and in hald the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

Hirst, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever Murrant the title to said premises.

Uhird, 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 Mitnuss Mhereni, the party of the first part has duly executed this deed the day and year first above written.

In Presenc	e of			Jan /	- Hoh-		L. S.
\$.5.	ECEIVED 7. 70 AL ESTATE			JAMES W. Caroli CAROLINI	ne B.	Holman AN	LB
T	NISFER TAX				+ + + + + + + + + + + + + +		
STATE OF N On sonally came	DOUNIY EW YORK, COUNTY me duly sworn, did d	19, Б	efore me per- to me known, hat deponent	On Fe	W YORK, COUR ebruary	25. 19 83 bet	INS as.: fore ma per-
deponent la executed, the said corporatio corporate scal:	foregoing instrument; n; that the seal affix; that it was so affix tid corporation; depo	eration described deponent know ed to said instru	a the seal of ment is such the Board of	Caroline to me known to	B. Holma be the individu bing instrument.	olman and n al <sub>S</sub> described in, ar and acknowledged th	ad who exo- at they
ompkins County, ssi tecorded on the	2 <i>f</i>	. Day of	lunasu ol	g	Notary	TAYN B. WUNDERI Public, Bizty of No No. 4507150 Nilled in Tumpford Of Folon Expires March	W. York
		Tachey	1 <u>1</u> 7	C		ССС	
通 と と ) WARRANTY WITH LIEN COVENANT	JAMES W. HOLMAN and CAROLINE. B. HOLMAN TO	'n ND''	Dated, February 25 1 Externation New York	UHH Z		PLEASE RECORD AND RETURN TO Edward P. Abbott First Bank Building Ithaca, New York 14850	fee 7.00 5120 April Daniper

 $\langle \! \! \rangle$ CORRECTION SULUE **DEED** T S. Discoul Receive Structor Athend FILER 598 FAUL 893 6009 This Indenture made 28 February 19 83 Between JAMES W. HOLMAN and CAROLINE B. HOLMAN, husband and wife, individually and as tenants by the entirety, of Freeville, New York 1975 Unglen Road Ľ Ę party of the first part, and PAUL E. COOK and BETTY J. COOK, of Freeville, New York, husband and wife, as teants by the entirety 114 Insh Sutlement Koak porty of the second part, poid by the party of the secand part, does hereby gront and release unto the party of the second part, the heirs or successors ond assigns of the party of the secand port forever, all Hast SEE SCHEDULE A attached to deed from grantors to granteea dated July 10, 1980 and recorded in the Tompkins County Clerk's Office in Liber 578 of Deeds at page 79. JINATE IN THE TOWN of DRYDEN, COUDY of TOM MINS AND SATE of NEW YORK. # 431655-00 SUBJECT to mortgage <u>370M303</u> in the reduced amount of **\$48,424.31**, which mortgage debt with interest thereon from the date hereof the grantee hereby assumes and agrees to pay, executing and acknowledging this instrument for the purpose of complying with the provisions of General Obligations Law, 5-705". This deed is intended to correct a mistake in the mortgage assumption clause of deed from grantor to grantee herein dated July 10, 1980 and recorded in the Tompkins County Clerk's Office in Liber 578 of Deods at page 79. RECEIVED REAL ESTATE DEC 8 1983 TRANSFER TAX TOMPKINS COUNTY

EINER 598 PAGE 894 DEC 9 2 02 F.N. 33 TENNET DEVITY CLEAN'S GPICE  $\square$  $\sim$ 33 Dogether with the oppurtenances and all the estate and rights of the party of the first part in and said premises, ю To have and to hold the premises herein granted unto the party of the second part, the heirs successors and assigns of the party of the second port forever. And the party of the first part covenants as follows: Birst, That the party of the second part shall quietly enjoy the sold premises; Berond, That the party of the first part will forever Marrant the title to soid premises. Utility the party of the first part, in compliance with Section 13 of the Lien Low, covenonts that the party of the first part will receive the consideration for this conveyonce ond will hald the right to receive such consideration as o trust fund to be opplied first for the purpose of poying 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 to requires. In Bitness Barrent, the party of the first part has duly executed this deed the day and year first above written. In Presence of MES ₩. т.н CARQLINE LB The y l IL B. STATE OF NEW YORK, COUNTY OF TOMPKINS ss.: On December 8, 1983 before me personally cama James W. Holman and Caroline B. Holman to me known to be the individuals described in, and who executed the foregoing instrument and acknowledged, that they executed the same. Notary function of the York Durithed in Function Campy fully fully fully for the Same Ountified in Function Campy fully fully fully fully for the Same Camputer Langton March 20, 1997 STATE OF NEW YORK, COUNTY OF TOMPKINS 55.: STATE OF NEW YORK, COUNTY OF TOMPKINS 44. On February ... 28 1983, before me per-sonally came PAUL E. COOK and BETTY J. COOK ridualS nt. mod to me knows cated the fo executed the ihat + bey P. TRANIED " P ilu. Not )ane Acrembing 83 8 Day & Unary Puister II and Jew York No. 400012 Onalified in To:upkins County Term Expires March 30, 19 M., in Libor ..... and staningd feel Uerk CLERK ģ ្ព WARRANTY WITH LIEN COVENANT 13053 F m. HTE 57 2010 AND CAROLINE 5 BTATE OF NEW YORK RECORDED ON on most AND BETTY **H**red Tompkins 30 | Deeds o'clock Σ ٤ 7 e ri February JANES W. 0.0.11 щ H 1 Am Nota Ken PAUL (Junut) Deted a Page Ě

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15 499 This Indentaver Made this : cliven the ... day of Septimetre. `:• at appinete. 7.00 in the year of our Land one thousand eight hundred and ant for going the BETWEEN Que at Ripedian and Olive this wife of Anydem A in the Summing of Jones Advising son the & header of Duban Mericken -The As Com Maile . of the first part, and The bouldwar Contral Auside Por de Carry - Carry \_of the second hart. Witnesseil : That the said party of the first part, in consideration of the own of \_ Sive Ofuncaned Alatlass ta. Our duly haid have sold, and rition وربيه والتربية من مريور مارور . . . . . . . . . BY THEBE PRESENTS, ila grant and conney to the soid justy of the second part, there here and angues, ALL THAT TINOT OR PAROPEL OF LIND situate in the Borrow, of 10 my dem afore sound cannot dear Winds and fitter of a first and in the Borrow of the sound of t man the start the sky A. arread much writery on hundred of the fill man with a start of a control of the start of a first and and the start of a start and the start of the s cation of fire burnerviliz fofficer fait to up some of To works 3. row Ralf . the hak anult ntis li listre on de cer The same and the start for the start and and and a start and a second and a start of the start and a second is intraveled an amilheadlerly al. Elence souther designed angles for a south service line . Others on our the willherly oil agont angles for a south service first these se souther and the line about deven humanich and write lines to a permit four tools souther Annallal A. acariol ser undered and of the it night angle from said to four more southinky at my inter and the south of anothe to a souther the souther the souther the souther the souther southe , - , - moundan er the acres & Monton line to a p center line ; Bhense, son the cartily until . the & ne is the materly. and sate line about hereby as angle on gla from soil territer line in these out the solution they stary and sate line about the of a soul that a soul the solution in the solution the solution of the form of the former of the force on going there served free of land one of low or the solution of the force on going the solution of the force of the force on going the solution of the force of the force on going the solution of the force of the force on the solution of the force on the solution of the force of t is bounan .-. --Will the Spinttennusses, and all the Balate, Tille and Interest therein of the said party of the first part. And the said deshareby, causaant, and agree to and with the said party, of the second part, their and assigns, that the premises thus conneyed in the quiet and peaceable passession of the said party of the second part, this sand usigned, will forever WARRANT AND DEFEND against any person whomsome lawfully claiming the same or any part thereaf." "In Winess Wirters, The party of the first part have becount a set these hand rand reales the day and year first above written Sacob Sepaire , S. I 50¢ DRI Scaled and Dollypred in Pressure of Olive aspidika S.S. STATE OF NEW YORK, . . Jourge descrises ... Baunty, St. <u>d</u> day of states the anteren in ar one three and electric and birtright bolor we the subscriber, personally appeared as the wife .... \*• • • • 1. 1. 2. 1. 2. 1 Я to me known to be the same persone described in, and who executed the within lastronced, escarcedly acknowledged that there or or outed the some , - 14 s on a privale exami-And the sold \_\_\_\_ Chins 1.1 notion by me, apart from her said husband, sekpowledged that she executed the same freely, and without any fear or computation of her said husband. Ň Quating of the Par A Barstone. 18 19. al 12 d'elade -8 In Other Flerk there . ; •••• 101-101-101 UT ....... State <u>7</u>9

J	101 0 At DRUBES MET PA 136
	The Southern Cantral Railword Courband Star Condenstring made
· · · · · · · · · · · · · · · · · · ·	to this let day of stebugary
	The metro solitan Just company of one chouchand eight they
	Flie city of New York I laved and eightig two te-
المريح المريح	tween The Southern Central Rathroad Company" bu Sucorpic
كل ممس	Auburn Sahmara County and state of your Love Party
8° X 6°	of the First Part and the "Metropolitan Uniel Company of
Ke Nath	The City of New York" Partie of the second Part Wilnesserte
and con	That Where as, the said Company, Partil of the first part
<u> </u>	have hereto fore issued to fourier theries of Bonde which are
<sup>مر</sup> ل-'م <sup>م</sup> ر	concrising the whole of the property of said Company, the first
	st eaid mouthages bearing date August 1.1869 Loty 1. 500 100 ;
	and the second bearing date March 1.18 72 for the further
·	euse of \$ 600000, and the certain interest brude in gecuity
	for the payment of matured interest pour one of the eard
	two series of founde al above said in the sum of Ph 21,257, and
<u>}</u>	grove envi of 1 2. 12 1,25,0, Voing outelanding and tearing Remis
	annual interest at the rate of seven ber cent per annum
	and said londe of the said second montgage bring due and
	Isauable on the 1st day of March 1882, and Daid Company not
	bring at present provided with recessary funde to meet the fair
· · ·	medit these of and Where ac, It has been made satisfactorily
	the cappear to the holders of all classes of each tonde that
	ite track and to did to ite facilities for the trave action of
	its business, so as not only the better to secure the said fourted:

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· •	deft-fait-chat black to wid B 1 with
•	delt but also to place the said Company upon a secure
	meeting of the band tylder aforesaid, recently held in the
	City of have de antity well aforeald, recently held in the
· · · ·	City of New York, after a full exhibition of the offaire of the
	edid Company, and after due deliberation where upon the
<del>~</del>	said company was advised in conjunction with said
- <u></u>	band holders, to entre into a certain contract covenant and
-1	agreement, looking toward the following objecte and fin-
	posee, that is to say . Firel, - To the rethembent and care .
	cellation of all the said out standing bonds and appro-
	tenant coupons, amounting in the aggregate, as aforcead,
	to the sum of \$ 2. 721,250, begidge the compose maturing feb
	ruary 1st and March 1st of the year of this instrument,
	Second, - To pay off and discharge all the floating indebe-
<u>.</u>	nege, liene and first claime against said Confamp,
	Itisd To provide suitable means of transportations for the
	Companys business upon the Mouthern Lakee, to selay the
•	remainder of the track with steel raile, provide addition-
	al rolling stock, enlarge grain elevator, vectore budgee
· ·	and treatlies, and we all other respects to place said
	Railroad in the most efficient condition for business,
	Fourth - And for the altainment of the above described
	ende, to ileve one series of concollidated mortgage bonde
	bearing even date herewith, not exceeding in all the sum
	dA2 Horas truncher to use and the
,	ling interest at five her cent bet annum, pay able semi-
-	admally, in the City of New York, Fifthe - To Establish
	a Sinking Fund of one per cent, see and upon the
	whole amount of euch bonde, to be invested and main
-	tained, either in said bonde or in the bonde of the United
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···- ·	State or those of the state of New Lork, the whole to be
- I	applied as occasion whit mesent to the extinction of
	the said bonded indebt here, and, Whereas, Said son-
-	tract and covenante, so recommended and advised,
	with the said detaile, objects and surposes, have been af-
:	proved and duly entered into, in writing by paid fond-
•	holdere, to and with said company and with each other
-	and by caid Company by reolition of the Directore
	Merrest, al a milling los that such see duly palled and
-	held at the City of Juburn advicearid, out the Studain
. ~·	of Mari, N. D. 1862, and duly recorded in the minutes
	theres! by which resolution the sore doing plan and de-
	taile are fully approved and Solenin lifado ted and
	continued, and said bonde, as aforegald, (not exceeding
	the sum of \$ 3.40,000) to the number of three throws and
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i	three hundred of one thousand tollade lack, and are
	bundred of two hundred dollare each, in one since, num-
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	the annual of the Company or installast man pute and all

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100 requirements of the eaid bonds Jouri to the allafousaide, ly authorized to associate the following four to wit ? \$1,000 (or \$ 200: 1 Live ber cent Forly years Finel Concelidated Sinking Fund Bond Fin sterest payable First of Augu ved the Southern Co value tralite provinsie to au Thousand hive Amonded and. Sh lawful more United St. with interested America, N. the rate of Five per addian pelannum A.D. 1882 at the rate of and unstil the principal is Uniann TAL. thucalter. kal Jun presentation and surrender of the reckective interes on the warrante here to appended, both plinge eal and paid in the Oty of New York, al much place Sinkann man flore time to time designate This of ligation is one of a series of bonde bearing with and of like terror, in series of one the the décignate ac CANINA Jugar dollare, two hundred dollare reefecti not to excelde IN. agregate 2hh to the sum of thirty for the paiment of March TUR.O late. The instruct and ied. toy ild. ful Consolidated tade ie sec ing even date herewill kan bear ENDEIL on colitan J ew Gork MO Tructel for the and tionde povering Sande aswell EMAL Railwad NEWind the track, as and Appentuc said Com kan ite entire Franch Of ille nee in acti and every description that shall Trachlin Au tre acquired Courkan Try and allo lo the and main Sin Alaman one per century per annum ing Funa vieted acales the 010 in ell and accumulat rtli indebenged here to the maturity of the acknowled ÷. bond is confectible into the capital stock of barries, at the option of the holder at any fin Gu at any time barris, al-In. yeare of its date ters an WT. eselutures, and as authouself ne to by the resolution of the directory of sain fined, with the signatures of the President and Seisets here of, at the City of Auturn, N. ., this 1st day of term Com ar [Seal] President Secretary

189 1.5 a:.... Coupoul ITo Febricar The G Will say the bearer at its Aquicy in the City of New Vork Swenty Five Dollars (or fin Dollare) on the first day of Auguet (or February) ..... for cisemonthe interest Bond Treasures No. form of Invetrie Certificate that the youthin bounds AR oul & -tangener ed in the moltgage there in decribed as been duly recorded and delivered to the und as Truster. tropolitan Truet Company of the City of Irent York "By "President and to receive the said issue of bonds, in form as afore-eaid, the execution and delivery of this Instrument us ordered and directed to be made to the said the Metro politan i mat confamy of the City of New York, as issued to the exactly and protection of all wh assued to the exactly and protection of all wh issued paid for the exactly in the said bonds, at to b issued paid for the having signified its willing we to accept the said trust and to fulfill and dos-change the duties and orligations appendancy MANDA Tappeltaming trunche Therefore, This Endenture Witness ette: That the said Party of the First Part, for and in consideration \_\_\_\_\_\_ of the pressure and of the said contracte and covenants \_\_\_\_\_\_\_ pt niade by the said polare of the said bonde and in histor consideration of the sum of one dollar to the said finder by the said in hand paid by the said Party of the Second Part, I mate as aforeald, the second L. Triveter ac aforecald, the received prind to the intent and purpose of prind to the instruct and your pore of the bittle section of the payment, at materially of eard brinds and composed for to be presented, has granted, bring amed, porld, offined peleased, conversed, and confirmed, and by three presents doth grant brag ains, kell office, refease, convers and perfim muto the said the strong of ital successful lever party of the City of New Corte, Party of the Syconde part, Instel as a forlad of and to its processful in the trust here by executed, and so its processful in the trust here by executed, and so its processful in the trust here by executed, and so its processful in the trust here by executed, and so its processful in the . the bat

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<b>_</b>	above described gropestif, franchises and roghts.
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bompany, and the const freeness and property in kass filegram attended to know the interestion of its court on according it the course and praities of raid bout, by and inder the direction of its course on file will, as Refere, that the said sole be modern the bom of Eroge, where a partion of the more good premees are situated; that courd Refere give parties notice of its time and place of each cale, according to law and the praities of each boult, and itself the parties to a course one situated; that course be presented of and boult, and itself its parties to a course one situated; that course of the praities of each boult, and itself its parties to a course one property to have not be praities of each boult, and itself its parties to accord and returns might because or purchases of the same moring of the said the parties is and return of the purchases or purchases of the same moring of the said Referes in furrier and reference a findement of the same and there are the course and property a good and another decord and more of the same and the sweet of the said of the parties of the same of the same of the same and the sweet of the said of the parties are done of the same of the same and the sweet of the said of the parties are the said and more of the same and the sweet of the said of the same of the said and propender on the second and and on the sweet of the said of the same to and propender on the sole of the said som of the time and place of each cole say of the bout the said using more for the sum of (normalities descended were stead off to the said protes of the second post of the second flow of the said off were stead off to the said protes of the second for the second of the time and place of each cole said stead off to the said protes of the second post of the second flow. The said sale will be a course of the said protes of the second for the second for the second flow of the said sale will also a course of second course the sole and the said aled at the second four the said sale will the said bow of	rager at feage 298, and I	eng the some premies and pro	percy meniored in me complain
ntrity at ferble auction seconding if the course and practice of and strike in and inder twidecetion of its said Frederick & till, as Referer, that the said sole & made in the som of Eroger, where a portion of the worldgaged primeses are mitiated; that said Referer give public notice of its time and place of each sole, according to low and the practice of end bonds, and that any of the parties to sole active might herome a purchaseer or purchase on and that any of the parties to said active purchase or purchase of the said more and that and the property a good and referent she for a purchase of the said more and that and the property a good and sufficient deed of conveyoner for the said and there is and property a good and sufficient deed of conveyoner for the said did on the sweetly strike and referes me to and the order and judgment of the said for all on the sweetly strike and for a function of the bours of the more of property for the said for did on the sweetly strike and for any of the bours to see and judgment of the said for the sound for a strike and for a function of the bours to a property for the said for the sound of the source of and property of the source of the said judgment of the source of the effect of the source of each and for the bours of the said property of the source for the source of the source for the source of the source of the bours of the source for the source of the source of the source of the source for the source of the source of the bours of the source for the source of the source of the source of the source of the source of the bours of the bours of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the leader there on the source of the source of the source of the source of the soure	we and action, except the	to portion thereof Rold to the Regio	in down to down had be orld of
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of stoger, where a portion of ite morelogaged premiere are vitualed; that coud before give public notice of ite time and place of each sole, according to law and the practice of soud bowl; and itest any of the parties to read rations might become a purchase or purchase on such rate and itest ite parties to read rations might become a purchase of the said more for all and itest ite parties to read rate of the fewebases or purchases of the said more for all and that ite parties is a good and rafficient decome a purchase of the said more for the second property a good and rafficient decore and judgment of the said for did on the sweet of ite said of august one the bourt shower in the fillage and store of the said and in the sweet of law of the said of the bourt shower in the fillage and store of the of the time and place of each ease and property in the raid judgment mentioned, due not of the time and place of each ease being first and the raid judgment mentioned, due not the premise here offer all ease and property in the raid judgment for the second part of the same of a construct of the second property in the raid judgment mentioned, due not of the time and place of each ease being first and the raid judgment mentioned, due not the premies here in first each being first and the raid first the sourd protect of the second part for the second flace of each ease the second being the logs the hope and first each of the second part for the second flace of the sole there of the source of the source first and before due not the second for the hor here to the highest bidder therefore and whereas, the sourd before due was there and the second of the with the source aforeast, on the day and second for the source there are also also the highest was also with the source of the source of an are derived to the source of	ntirily at public auction	occorriget the course and pro	ter easily de la be ward a south that how
public notice of ite time and place of even rate, seconding to low and the practice of raid knut, and that any of the poeter to sold rations might become a purphaser or purchaser on rule rate and that the raid before yearly to the purchaser or purchaser of the said morigaged premises and property a good and rufficient deed of conveyoner for the said and to here as, the raid Before in furmianies of the order and judgment of the said bow did on the sweeting third day of august one thousand right hundred and minety fire eith at further and property as good and refere with and will and minety fire of the twenty of the raid day of august one thousand right hundred and minety fire eith at further and property and property in the raid judgment of the source of the in the bounty of the raid sail and property in the raid judgment mentioned, are not det in the primies here of ruch cale day first and, provident to the tillage and stores of the sale the primies here in the cale day first and property in the raid judgment mentioned, are not the said of the highest bidder therefore and property in the raid protect of the sourd protect for the said primies here of ruch cale day first are and protection between the rest of the rest of the raid pale the primies here in the said being first and property in the raid protect of the rest of the rest the said primies here and protect of ruce and protect of the said protect of the rest of the said primies here and protect of the said second of the raid protect of the said protect of the being the highest bidder therefore and there are she said been defined there are the said at the said of the raid and the said at the raid bow and are store when there is held at the aday duly mode and an interval at and bow and the raid are said at and direct and direct and the raid at the raid and direct are	the direction of the soud of	l it was a sure of the sure of the	It alta the said Related and
boult, and that any of the facture to and ration might become a furthacer or purchases on such sole and stat the part of a good and refine might become a purchases of the said mortgaged premises and property a good and refficient deed of conveyance for the same and thereas, the said Referes in furriance of the order and judgment of the said and did on the Eventy stride day of august one thousand sight hundred and minety fire eith at public austion at the said of a population of the bours showed with tillage and some of the in the bound of engents are done of the bours showed in the tillage and some of the of the time and place of each cale deng first given, persiant to the said judgment of the said of the said the previous hereinofted and from the said protein of the said first of the time and place of each cale deng first given, persiant to the said judgment of the second part for the same of One Million (H, 000,000) Dollare, that being the highest and bidden for the source of they being the lighter bidder therefore and when the said parties of the second part they being the lighter bidder therefore and when a word a source of the said been for the source of the same of the word sale with the said bourt on adjourned affered at make and file the and the transment of the said as the said bourt on adjourned affered and the said as the said bour of a said as they being the lighter bidder of a populare, that the said said said bour to be and bidden for the source of the said and with the said bourt on adjourned affered the said here a state as the said at chamber in the tillage of Owego aforeave, on the day and an order was there affered at	of europe, where a portion	of the molegaged primes one m	ising and and a first
nortgaged premises and that the raid before years and and set feient deed of conveyance for the same martgaged premises and property a good and refficient deed of conveyance for the same and Whereas, The raid Referes in furniance of the order and judgment of the said and did on the Iwouly study day of august one thousand sight hundred and multiphic ell at fublic aution at this case down of the bowl Howard in the tillage and Some of the not of the investig of Erogertie said for foret your the raid judgment mentioned, due not of the time and place of rich cale sing freet and, furniant to the said judgment of the source of the time and place of rich cale sing freet and, furniant with each judgment of the source of the said the private herein the said saing freet and, furniant with a state of the source of the sain of the rich cale stand for the source of br>the same function of the source of the sain of the source of the same for matter of the source of the source of the said source of the sain of the source of the second for the source of the sain of the source of the			
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ded on the Eventy stands day of august one thousand sight hundred and minely for eeth at fisher antion at the sail of a poperty in the raw in the village and some of a in the bounty of every stee primes and poperty in the raw judgment mentioned, due not of the time and place of each cale song first given, preserve to the raid judgment new times, due not eale the prime here not a cale song first given of the raw judgment mentioned, due not the source here not a cale song first given and property on the raw of the raid gudgment of the sale the prime here here of each cale song first given of the raw with faither and judgment of the two un of (an million #1,000,000) Dollare, that they off to the source bout of the record part for they being the highest bidder therefor and whereas, the source of the source make and the here refort of the and cale with stee source bowt on adjourned of prevale and thereof held at chamber in the Willage of Owego of greened, on the day and an other was there for on the day duly mode and entered at source of the range the source raw of the rate of the rate of the source of the was dreaded at the source and the rate of the source of the	mongagen premiers and	Polyper in the second state of the	& and indament of the said lon
eet at public and on at the east only of the source of the source of the head in the charge time even if an in the bounty of Evogentic pranece and property in the raw judgment mentioned, due not of the time and place of rich cale being first given, furnion to that is not judgment mentioned, due not eale the primer hereinoftes described were stead off to the source of the second part for the sum of One Million (#1,000,000) Dollare, that being the highest and bidden for the concern they being the highest biddere therefor and whereas, The source Refere which make and fil the second for the source of the sole with the source of the source of the source of the second make and with the source bound of an and source as a source of the source of the source of the second of the source of the source of our of bourts on adjourned of preside term thereof held at charmore in the tillage of Owego aforeard, on the day and an order was thereighted on the day duly mode and entered at each of a source of the sour	did - the frint of the	days of analyst multimenter	white hundred and meter for
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of the time and place of each cale being freet given, furniant tothe card prograss set in sale the primies hereinofter described were derived off to the sound parties of the second part for the sum of One Million (#1,000,000) Dollare, that being the highest sum bidden for the concern they being the highest biddere therefor and Whereas, The sound Refree olid make and fil his report of the said sale with the said bowt on adjourned officeral term thereof held at bhombers in the Willage of Owego aforeard, on this day and an order was therefore on the day duly mode and entered at said bout of the confirming the said sale and direction	un my puour aucurn au	here and and the here in the and	and moment mentioned due not
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Chambers in the Killage of Owego aforeard, on this day and an order word threefor in the day duly mode and entered at said defenal term confirming the said sale and direction	they being the ingliest bid	dere therefore and alternate alter.	ad Sharing France Itan I - Partie of
the day duly made and interest at said defenal term confirming the said sate and subarm	hive report of the said sale	with the rand bowle our udjourn	an appeared around there of metal as
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cold and hereinofter described Now this Inderture Witnessett, Short the soid Referee, the	
parties of the first parts it there presente in order to carry into effect the sale somade by him	
far aforecard, in pursuance of the judgment and order of said loard; and in conformity with	۶ł
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were and property in early judgment described, viz: all and singulas stre entre corporate prof	$\mathbf{I}_{l}$
erly, real and pereonal, of the Southern Gentral Railroad Company, as well all such prop	47
erty on was owned, occupied, possessed or held, either by lawful or equilable title on February	∕∥.
1, 1882, as also all property of every names, kind or description, which was acquired by it	p
after February 1, 1882, and particularly the entire sorporate righte and fromshiew, its entire	1
routroad tracker to the full indith and extent thireof, in all and each of the several countrie	
of bayuga, boitond, Emphine and Eioga in ite State of New york, with all brancheer, side	
bracks, turnoute, turntablee, yarde, and station grounde, as intheir and ai present owned	
occurred, used or possessed, with all the offices, buildings, station houses, fright houses, engi	
houses, shede, water tanks and appretinances therewite belonging or in any wice appertai	
ing and all well property as aforecaid, whether real, personal or mirad, which may have	γb .
been acquired since eard February 1, 1882, or to which eard bompany may have lowfully	-
or equitably become intited, together with all and angular the rolling stook of said bonfor	
toole, equipmente, implemente and apprilinances, consisting of to comotives, torders, coaches,	
freight care, coal care, weeking care, enou plove and shovele, raile, chance, railroad mal	يتلنمكم
took and implemente, as well that preserved at owned on February 1, 1882, as all of these	fre
threafter owned or acquired by eard bonkany; also all and engular the versele, barges,	-
ting boats and apparel of every name, know or description, which may be owned or asquired	1
by the eard bonkany, and also all choses in action, claime, demander, dues, contracter (eut.	
feel to the conditions thereof) or righte of property owned by the cond bonkany, or it which	ł
its may be at any time lawfully or equitably entitled, except that portion there foods an	μ <sub>1</sub>
freemeter is new selfination, we seeing barred sources roundary, on mo 23 - say of upu	₩
1889. To stave and to shold all and enighter the fermice and foreferty above mentioned and	1
described and hereby conveyed unto the eard parties of the second part; their excessore and see	
former. In Wilness Whereof, The said party of the first part has berenn to set his hand	-
and real stre day, and year first above written. Estate of new york, ( sr Frederich b. Hill, Referee, (Beal)	
estates of new york, Sr. Snederich b. Hill, Referer, (Beal)	
founding of Enorgo, ) On itin 23 to day of angust, 1895, before me appeared Exedence & till,	
to me personally known to be the piceon described in and who exercised the forgoing instru-	
ment and acknowledged that he exercised the come.	
Schore, E. Parker, Justice Bug. Low 1.	

Revorded aug. 27 th, 1895, siz & P.M.

Dimon Borg ud othur Ethin Endentwee, made strie Sweeting- fourth day of Angust, in to the spear sighteen hundred and multi- fine, Between Dimon Borg beeligh ud New york of stree bilty of New york, Braile of New York, Hourel a. & fobart of stree bilty Pailroad Company. of Batterson, Diale of New Jersey, and Stenny & Drinker, of Starson ford, Blatte of Brower from a , or Sommittee for certain of streiholders

of the first sone lidated sinking sund Bonde of the Southern benteal Railroad Sompany of the first part and the stelligh and new york Pailroad Sompany, a corporation again

Linon Borg ut others 15 Shie Indentive, made this twenty fourth day of August, in 15 Shie Indentive, made this twenty fourth day of August, in 15 Shie Indentive, made this twenty fourth day of August, in 16 Shie year eighteen hundred and miety fre, Between Binon Borg, fortie Jork Jork of New Jork, Brate of New York, Source a. Hobert of the bity of Batterson, State of New Jork, Source, and Henry & Drinker, of How bolders of the Furt boreolidated shinking Sund Bonde of the Batter bential Railroad Gompany of the first part and the Beligh and new York Railwood bompany, a corporation segon ized under and in pursuance of the Sawe of the State of New Jork, and having it principal office at the Sail of Auburn, in the State of New Jork, of the second bompany, as corporation segon

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n Joselouve at the Village of Onego, Sioga boundy, New york, made under the direction Findench b. Hill, Erg., Referer, on the 23 st day of august , 1895, and pursuant to a judge theretofore on the 28th day of June, 1895, duly granted and intered in an action in the Supreme bout we and for Tioga bounty, wherein The net opolian Free bonkony of the bity of New York was Plaintiff, and Elve Southern Central Railroad Company, Dehigh Valley Sail y and Aonald Mackay were Defendante, the premires on or property of said th Conthern Central Routroad bompeany and heremafter described were purchased by ite partice of the first parts on bommittee, se aforeraid, under the Reorganization Plan and agreement= it as part of the certificate of incorporation of the party of the second parts. now the Indentive witnessett, Etrat the said parties of the first part with the purpose of carrying in Feffert the soud Reorganization Plan and agreement and in emideration of the receiving y to item by ite said faring of the second parts of all of ite capital stock, both prefer and of the two million dollars of four few ent bonds secured by its Suret mort. gage upon all the premiere and properly conveyed hereby as provided in soid Beorg Plan and agreement, the receipt whereof is hereby acknowledged, the said parties of the first f grant and release unto the early farty of the record fart the surve part do ture igne, fallutio premiers and property purchased by the parties of the first part on the 23.3 day of august, 1895, at the foreelower sale herewhefore set forth in the same eor id described in the deed from soud Referes to the partice of first of ng:all d' singular ite entire corporate property, real and personal, of the soulte Routroad bompany, as well all with property as was owned, ourpied, possessed. ulter by lawful or equitable title on Sebuary 1, 1882, as also all property of every a description, which was acquired by it after February 1, 1882, and fasticularly its entre offerede ughts and from here, its entire railroad trache to the full will and extent there f, in all and each of the reveral countries of leayings, bortland, Tompkins and Tic the state of new york, with all branches, ander tracher, twenter, twentablee, youds, a ounde, as hitherto and at frevent owned, acupied, used a powered with all the offices buildings, station houses, freight houses, enque houses, shede, water tanks and apporten theternite belonging or in any wee appertaining, and all such property eard, whether real, ferronal or mixed, which may have been acquired since said Febru , 1882, or to which said bonfronz may have lawfully or equilably become intitled, together all and singular the rolling stock of said bompany, tools, implementer, ancee, consisting of locomotives, tenders, soacher, freight care, coal co re felous and shovels, raily, chairs, railroad material, tools and in well strat possessed or owned on February 1, 1882, as all of the same threafter a med r acquired by said bompany: also all and singular the versele, bargee, ing b appointed of every name, kind or description, which may be owned or acquired by the and bompany, and also all choses in action, claime, demande, duce, contraite, (enspect to the conditions strengt, or righter of property owned by the cond bompany, or to which y be at any time lawfully or equilably entitled. Except strat portion thereof lelivered is the early Defendant, the teeligh Valley Railroad bompany, on the 25th day april 1889 Si being the intent of the parties beset that title to said prem be verted thereby in the fearly of the second fart in the s if ite norme had been written into raid Referee's deed streng in places تلمتقا of the names of the parties of the first part: Sogether with the spectremance and all the sector and right of the parties of the first part in and to said premies and property to stave and to stold the above granted premier and property until the said party of the econd part, its successore and avergues forever. and the early parties of the first part, con with the early party of the second part that the parties of the first part have not done , or offered anything whereby the said premies and property have been encumbered in any

Simon Borg Signed sealed go delivered in (Seal) Garret a. Hobart preserve of bloor. Rufue Hnappe. (Seal) State of New York, Etali of New Jork, (er. Henry & Druker, (Level) as sommittee & bounty of boyuga, ) On this 24th day of august, in the year of our Good one thousand Henry S. Drinker, (deal) as bommittee 42. erght hundred and musig-five before me personally come simon Boy, Sarret a Stobart nd Henry & Drinker to me ferronally known to be the in unduale described in and who lid the within conveyance, and reverally acknowledged to me that they execute before. Rufus Hurapp, Notary Biblic. State of New York, bayuga bounty blesk's Office, er: D, betrardes it. adams, blerk of the bounty of bayings and of the Supreme and bounty which therein, which are bourte of Record, and having a common seal, do hereby except, ىلىغا تلمىلا as Rufue Through whose name is subscribed to the certificate of the proof or ments of the annexed metruments, was, at the time of taking such proof or acknowledg Notary Public in and for said bounty, and duly sultiorized to take the same; and this well arguanted with his handwriting, and verily believe the signature to all to be genuine. and I further certify that said instrument and the acknowledgeme of are executed sucording, to the existing laws of the state of New York. In Electrony Whereof, & e hereunts set my hand and affired the beal of said bounty and bourte, at the still of auburn, this 26th day of aug. 1895. bh. H. adams, Islerk. Pecoroled august 27 tr, 1895, at & P.M. Vaullit ble Warren of Lyon and This Indenture, made this eighthe day of January in the una & by on his roife year of our bord one Thousand Sight Hundred and rinety fire to between Warren H. Lyon and Emina & Lyon his wife and A. G Sucher + mary H. Sucker his wife + W. H. Desenea a single ma John a. Grear of the birty of Itraca no: 4. parties of the first part and John a Sever of the bity of Detraca n.y. party of the second fast. Witnesseth Shat the said partice of the first part for and in consideration of the sum of One Hundred and muty-fire Dollars (\$ 125.00) Lawful money of the Venited States paid by the party of the second part, do hereby remire, release, convey and confirm unto the said of the sees nd part his heire and assigns forever, all that cract or Parcel of land site in the bity of Settaca bounty of Somphine and State of new york bounded r follows: Being Lot W. 235 fronting on Poice St. heing fifty feet front on re feet deep with parallel lines. also lot no. 2.20 fearting on Beach St. fifty from said St. and 100 or more feet deep with fravallel lines, also one fraged as ΩĮt on Giles St. Bounded on the routh by files St. on the west by lot no. 2 49 on the So 273 ou the bast by Orange St. also are parcel fronting on kille St bounded on like st on the west by lot no. 177 on the South by Lot no. 189 on the East by kiles. Reach Streets, as feer churvey and make made by Professor Charles bec in Sompline County Clecke Office on the 7d. day of Seconder 1894. ac. a

grant it is convenanted and agreed on the part of the granter that into ficating drinks hall not be manufactured, sold or given away on the premises abour described; and that if said concruant is broken the above described premises shall revert to the partie f the first part their heirs and assigns forence Sogether with the appurture the estate and right of the said parties of the first part in and to the said premises. an raid Warren H. Lyon does hereby commant with said frasty of the second part that the sa

# y whatever. In Witness Whereof, Else and parties of the first part have become set their hourde and seals the day and year first above written.

on forcelorwar at the childage of Owego, Sioga boundy, new york, made under the direction of Friderick b. Still, Esq., Referee, on the 23 3 day of august, 1895, and pursuant to a judgment theretofore on the 28 = day of June, 1895, duly granted and intered in our action in the Supreme lowet in and for dioger boundy, wherein The metropoliton Fruet bompony of the bity of New York was Plaintiff, and the Southern Central Railword Company, Dehigh Valley Rail road bompony and Donald Mackay were Defendante, the puncees and properly of eard, The Southern Central Railroad bompany and hereinafter described were purchased by the partie of the first part, as bounder, as oforeraid, under the Reorganization Plan and agreement= eet forth as part of the certificate of meriporation of the party of the second parts. Now the Andertire Witnessett, Shall ste sand partice of the first part with the purpose of carsying in It effect the sand Reorganization Plan and agreement and in consideration of the resump and foldwary to strem by it ward farty of the second parts of all of the capital stock, both preferred and common, and of the two million dollars of four feer cents bonde secured by its Street morts. gage upon all the premiere and property conveyed hereby are provided in said Reorganization Plan and agreement, the receipt where of is hereby acknowledged, the said parties of the first parts is fureby grant and release unto the said party of the second farts it encenses and arrigue, fall the premiers and property purchased by the parties of the first part on the 232 day of august, 1895, at the foreshours cale hereinbefore set forth in the some condition as fourchased by no and described in the deed from said Referes to the parties of first part as follows, vig: all and singular the entre corporate property, real and personal, of the Southein beness! Roilroad bonfamy, on well all such property, se was owned, ourpied, powered or held. entres by lowful or equilable title on Sebuary 1, 1880, as also all property of every name, kind or description, which was acquired by it after rebusny 1, 1882, and fortaularly its entre cosporate sight and franchises, ite entries cailroad trache to the full with and extent there of mall and each of the several countries of bayuga, bottand, tromphins and stoger, in the state of new york, with all branches, ande tracker, turnoute, turntablee, yorde, and states grounds, as hitserts and at present owned, occupied, used a possessed, with all the offices buildings, station houses, freight houses, enque houses, shede, water tanks and appointen. anece thereard belonging or many were appertaining, and all such property as afore eard, whether real, personal or mixed, which may have been acquired since said February 1, 1882, or to which said bompany may have low fully or equitably become intitled, together with all and singular the rolling stock of said bompany, tools, infelemente, equipmente and appointenances, consisting of locomotives, tenders, washes, freight care, coal care, week ing care, anow plans and phovels, rails, chairs, railroad material, tools and implemented as well strat preserved or owned on Frebruary 1, 1882, as all of the same threafter owned or acquired by said bourpany. also all and engular the vessele, largee, trig boats and approved of every nome, kind or description, which may be owned or acquired by the eard bompany, and also all choses in action, clarme, demande, duce, contracté, (euspielto the conditione thereof, or nights of property owned by the coud bompany, or to which ut may be at any time lawfully or equilably entitled: Except strat portion streep add and delivered to the said Defendant, the teeligh Valley Railroad bompany, on the 25 to day of april 1889 [] 215 bung the intent of the parties live to that title to said premises, and property be realed thereby in the party of the second part in the same manurand at the same extent as if ite nome had been writters into said Refered deed streed un place and dead of the nonnee of the forties of the first fort: Fogether, with the oppurtenance and all the setais and rights of the parties of the first part in and to said premees and property. Ero stave and to stold the above granted premier and property unto the sord party of the econd part, its successore and assign former. and the eard farties of the first parts coverent with the early partif of the second part that the parties of the first part have not done, or suffered anything whereby the and premier and property have been enumbered in any

way whatever. In Wetness Whereof, The eard parties of the first part have heremits set this hande and easte the day and year first above written. Egned, realed and delivered in Surrow Borg (Seal) presence of bloor. Rufue Hrapp. Garres a. Itobart (lest) Station of New York, Herry S. Druker, (Seal) as committee 42. County of boyuga, I On this 24 to day of august, in the year of our bord one thousand eight hundred and ninely-five before me personally come simon Borg, Harret a stobart and starry & Ormher to me ferrorally know to be the induscinale described in , and who executed the within conveyance, and everally acknowledged to me that they executed the some. Chas. Rufus Heropp, Hotary Public. diate of New York, baryuga bounty blerks Office, es: I, Charles S. adame, Eleck of the bounty of bayings and of the Supreme and bounty bourte therein, which are bourte of Record, and having a common real, do hereby certify, that bhas. Rufue Hinapp whose name is subscribed with estimate of the proof or acknowled ments of the annexed metruments, was, at the time of taking such proof or acknowledgener a holding Rubbe in and for said bounty, and duly sultinged to take the same, and that Som well suguanted with his handwisting. and verily believe the signature to said certifi call to be genune. and I further certify that eard metrument and the admondedgement the. of are executed according to the existing laws of the state of New York. In Testimony relaced, & have hereinto set my hand and affired the deal of said bounty and bourte, at the billy of auburn, this 26th day of ang. 1895. bh. G. adams, bleck. Recorded august 27 2, 1895, at 2 R.M. Warren 24. Loyou and Shie Indenture, made this eighth day of Jarniary in the Emma & byon his wife year of our Gord One Thousand Sight Hundred and minety fire between Warren H. Lyon and Emma & byon his wife and 19. 5. John a drear Sucker + mary H. Sucker his wife + W. H. Desenva a single mar of the buty of Athaca no. 4. parties of the first part and John a. Sever of the bity of Detraca Wy. party of the second part. Witnesseth, That the said parties of the first part for and in consideration of the sum of One Hundred and Smurty-fire Dollars (\$ 125.00) Lawful money of the United States paid by the party of the second part, do hereby remise, release, convey and confirm unto the said part of the second part his heirs and arsigne forever, all that cract of Parcel of land situat in the bity of Stataca bounty of Somphine and State of new york bounded and describe as follows: Bung Bot W. 235 fronting on Poice St. being fifty fut front on said st and one fundred or more feet deep with parallel lines. also lot no 220 fronting on Beach alt fifty front m said St. and 100 or more fut deep with parallel lines, also one pageel aumunbred) from ing on Giles St. Counded on the north by Giles St. on the wart by lot no. 249 on the South by lot ref. 273 on the East by Orange St. also are parcel fronting on liles of bounded on the north by The st on the west by lot no. 177 on the South by Dot no. 189 on the East by Giles St. and Seach Steerte. as feer churry and make made by Professor Charles Crandall and filed in Emploine bounty blecke Office on the Jan day of Desember 1894. as a condition of this grant it is convenanted and agreed on the part of the granter that intoficating drinke shall not be manufactured, sold of given away on the premises about described; and that if said contrast is broken the above described premises shall revert to stee particular of the first part their heirs and assigns forever. Sogether with the appurtenances, and all the estate and right of the said parties of the first part in and to the said premises. and the id Warren H. Syon does hereby commant with said party of the second part that the said

# LIBLE 588 PAGE 546 1160

THIS INDENTURE, made the 12th day of April One Thousand Nine Hundred and Eighty-Two (1982) between ROBERT C. HALDEMAN, Trustee of the Property of Lehigh Valley Railroad Company, Debtor, having his principal office at No. 415 Brighton Street, in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, party of the first part, and MAHLON R. PERKINS of 20 West Main Street, in the Town of Dryden, County of Tompkins and State of New York, party of the second part;

## WITNESSETH:

THAT, the party of the first part, in consideration of the sum of Twenty-Four Thousand Two Hundred Seventy-One Dollars (\$24,271.00), lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, his successors and assigns forever, ALL those three certain tracts or parcels of land situate in the Town of Dryden, County of Tompkins and State of New York bounded and described as follows:

### PARCEL #1

ALL those certain pieces or parcels of land constituting the rightof-way and lands of the branch line of railroad known as the Elmira, Cortland and Northern 8ranch of the Lehigh Valley Railroad Company, beginning at the easterly line of the Town of Ithaca, which is at Mile Post 52+339' feet, more or less, and extending generally easterly through the Town of Dryden to the westerly line of the Village of Freeville, which is at Mile Post 58+3,845' feet, more or less.

The area of land intended to be conveyed in Parcel #1 is fifty-nine and six hundred sixty-three thousandths (59.663) acres, more or less.

Together with all bridges, culverts, drainage pipes, water course and other appurtenances situate on the above described premises, including the right of maintenance or removal thereof.

Being part of the same premises acquired by the Ithaca and Cortland Rail Road Company from Jacob Seaman et ux by deed dated September 19, 1870, recorded in Tompkins County in Deed Book 6, page 3.

and being all of the same premises acquired by the Ithaca and Cortland Rail Road Company by the following deeds:

	Kecoraea		
		Tompkins C	ounty
Grantor	Deed Date	<u>Deed Book</u>	Page
Warren C. Ellis et ux	4-24-1871	6	18
Levi H. Reed	3-29-1871	4	593
Ira H. Ellis et ux	4-29-1871	4	600
	4-23-1871	5	126
John Snyder et ux	10-12-1870	6	15
William Sherwood et ux	5- 4-1871	6	17
Hiram E. Tallmadge		6	20
Elizabeth Snyder et al	10- 1-1870		_
Alviras Snyder et ux	9-20-1870	6	19
Bertrand Rhodes et ux	10-21-1870	6	21

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Recorded

Grantor	Oeed Date	Oeed Book	County Page
William S. Rhodes et ux	10-21-1870	5	124
George W. Rhodes et ux	3-27-1872	5	127
Thomas R. Weed	8-10-1870	4	195
Frederic Hanford et ux	10- 4-1870	6	g
Jason Yedmans	1-23-1872	5 .	137
William J. Manning et ux	9-20-1870	6	16

and being all of the same premises acquired by The Utica, Ithaca & Elmira Railroad Company by the following deeds:

		Tompkins County	
Grantor	<u>Oeed Oate</u>	Oeed Book	Page
Mehitable Stevenson et al	12-16-1873	6	12
Charles A. Baker et ux	12-20-1875	7	3
Deborah Miller et al	7-15-1872	4	599
Mott J. Robertson et ux	<b>9-</b> 1-1881	7	206
Edward L. Esty et ux	10- 1-1874	5	151

and being all of the same premises acquired by the Elmira, Cortland and Northern Railroad Company by the following deeds: Recorded

Grantor	Deed Date	Tompkins County Deed Book Page
Hannah Lee	12-31-1887	131 444
George H. Houtz	10-17-1904	161 545

## PARCEL #2

Beginning at the northerly line of the Village of Dryden which is at Mile Post 321+2746' feet, more or less, extending generally westerly to the division line of the Town of Dryden and Village of Freeville which is at Mile Post 323+408' feet, more or less.

### PARCEL #3

Beginning at the northerly line of the Village of Freeville, which is at Mile Post 324+373' feet, more or less, extending generally northerly to the division line of the Town of Dryden and Town of Groton, which is at Mile Post 326+798' feet, more or less.

The total area of land intended to be conveyed in Parcels #2 and #3 is thirty-seven and four hundred forty-five thousandths (37.445) acres, more or less.

Together with all bridges, culverts, drainage pipes, water course and other appurtenances situate on the above described premises, including the right of maintenance or removal thereof.

8eing all of the same premises acquired by The Southern Central Railroad Company by the following deeds: Recorded

	Tompkins County	
Deed Oate	Deed Book	Page
3-25-1869	3	578
8-1D-1869	4	48
9-11-1868	3	499
10- 9-1869	2	481
4-12-1869	3	575
3-24-1869	4	28
9-23-1869	4	71
8-10-1869	4	47
	3-25-1869 8-1D-1869 9-11-1868 10- 9-1869 4-12-1869 3-24-1869 9-23-1869	Deed Oate         Deed Book           3-25-1869         3           8-1D-1869         4           9-11-1868         3           10-9-1869         2           4-12-1869         3           3-24-1869         4           9-23-1869         4

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		Recorded Tompkins County		
Grantor	Deed Date	<u>Deed Book</u>	Page	
M. D. Shaver et ux	8-28-1869	4	50 50	
A. Underwood et ux John Steele et ux	9-25-1869 1-28-1868	4 3	65 549	
Thos. Mineah et ux Gilbert A. Wilson et ux	3- 1-1B69 1-12-1868	4 4	27 13	

The Southern Central Railroad Company was sold in foreclosure proceedings to Simon Borg, Garrett A. Hobart and Henry S. Drinker August 23, 1895. Said parties organized the Lehigh and New York Railroad Company and by deed dated August 24, 1895 sold to said Company the property of The Southern Central Railroad Company. Said deed is recorded in Tompkins County in Deed Book 145, page 350. Lehigh and New York Railroad Company was merged into Lehigh Valley Railroad Company by agreement of merger dated July 31, 1949 filed in the Secretary of State's Office of New York on December 29, 1949.

Ithaca and Cortland Rail Road Company was consolidated into the Utica, Ithaca and Elmira Railroad Company on October 25, 1871 pursuant to Act of the Legislature of the State of New York, passed May 20, 1869. The Utica, Ithaca and Elmira Railroad Company was sold at foreclosure April 30, 1878 to Daniel Allen Lindley and Edward K. Goodnow who incorporated under the name of The Utica, Ithaca and Elmira Railway Company of the State of New York.

The Utica, Ithaca and Elmira Railway Company of the State of New York was dissolved by decree of the Supreme Court of the State of New York November 15, 1884 and title became vested in The Elmira, Cortland and Northern Railroad Company, incorporated March 7, 1884.

The Elmira, Cortland and Northern Railroad Company was merged into The Lehigh Valley Rail Way Company February 17, 1905 by certificate filed in the Office of the Secretary of State of New York. The Lehigh Valley Rail Way Company was merged into Lehigh Valley Railroad Company by Agreement of Merger dated July 31, 1949 filed in said Office December 29, 1949.

On July 24, 1970, the District Court of the United States for the Eastern District of Pennsylvania in proceedings for the reorganization of a Railroad No. 70-432, approved the Petition of Lehigh Valley Railroad Company to undergo reorganization under Section 77 of the Bankruptcy Act. Said Court on August 13, 1970 entered Order No. 2 appointing John F. Nash and Robert C. Haldeman, Trustees of the Property of Lehigh Valley Railroad Company, Debtor, and by Order No. 26 dated February 17, 1971 said Court gave the aforementioned Trustees blanket authority to make sales of real estate of the Debtor free from liens so long as each transaction does not exceed \$50,000.00. By Order No. 266 dated August 8, 1974, said Court accepted the resignation of John F. Nash as Trustee and effective August 13, 1974 authorized Robert C. Haldeman to continue to act as Trustee and to exercise all the rights, privileges, powers and duties granted under Order No. 2 and other Orders of said Court.

THIS DEED is delivered and accepted EXCEPTING AND RESERVING unto the party of the first part, his successors and assigns the following:

- A. All oil, gas and mineral rights, but not including the right to drill, mine or explore therefor.
- B. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 53.600 including all of the rights now granted to New York Telephone Company under an agreement dated June 7, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- C. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 54.924 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated May 14, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.

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D. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 55.312 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated September 3, 1954 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.

<u> 1</u>5. -

- E. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 53.87D including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 2, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- F. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 55.64 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated September 15, 1952 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- G. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post55.344 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated August 27, 1962 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- H. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 55.297 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 8, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- I. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 56.813 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated April 28, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- J. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 56.712 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 8, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- K. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 56.467 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated April 28, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.

THIS DEED is delivered and accepted UNDER AND SUBJECT to the following:

- (a) Visible easements and easements and restrictions of record.
- (b) Rights of the public in any street areas included in or adjacent to sale area.
- (c) Any state of facts which an accurate survey may disclose.
- (d) D.257 of an acre, more or less, acquired by the New York State Department of Transportation by Release of Owner dated January 11, 1980 as required by State Project Proceeding 6928, S.H. 5225, Map 10, parcels 12 and 13.

The party of the second part, for himself, his successors and assigns, by the acceptance of this Indenture releases the party of the first part, his successors and assigns, from any and all obligations to erect and/or maintain a fence between the lands hereby conveyed and the remaining lands of the party of the first part.

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TDGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TD HOLD the premises herein quitclaimed unto the party of the second part, his successors and assigns forever, excepting and reserving and under and subject as aforesaid.

IN WITNESS WHEREOF, the said party of the first part has executed this deed the day and year first above written  $% f(x) \in \mathbb{R}^{n}$ 

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ROBERT C. HALDEMAN, TRUSTEE OF THE PROPERTY DF LEHIGH VALLEY RAILROAD CDMPANY, Debtor

your fortz (hademan)



# N.Y. 551

STATE OF PENNSYLVANIA ) COUNTY OF NORTHAMPTON )

On this 12th day of April 19.82 before me personally came ROBERT C. HALDEMAN, TRUSTEE OF THE PROPERTY OF LEHIGH VALLEY RAILROAD COMPANY, DEBTOR, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

SS:

LEONA MYLES, Notzry Public Satisbury Twp. Léhigh Co., Pa. My Commission Expires May 19, 1984

This deed, given pursuant to the federal bankruptcy act, is exempt from real estate transfer tax in accordance with Sec. 1405:(b) 8 of the Tax Law of the State of New York.

Tompkins County, ss ad on the... 11.28. o'clock at Page 6 LL Clerk

# QUITCLAIM DEED

THIS INDENTURE. made the 2/of day of april, 1982, betw MAHLON R. PERKINS, 20 West Main Street, Dryden, New York 13053, party of the first part, and between

PAUL E. COOK and BETTY J. COOK, 114 Irish Settlement Road, Dryden, New York 13053, 1261

party of the second part,

WITNESSETH, that the party of the first part in consideration of ONE and no/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, and his heirs, distributees and the party of th assigns forever

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DRYDER, COUNTY OF TOMPKINS AND STATE OF NEW YORK, and being bounded and described according to the annexed Schedule V-5, which is attached hereto and made a part hereof by reference as if the same were more fully herein set forth.

SUBJECT to the rights of the public, if any, in and to the portions of the above described premises which lie within the bounds of the public road. those

FURTHER SUBJECT to all those restrictions, reservations, ease-ments, rights of way or exceptions as contained in the deed to the grantor herein dated (1911/2, 1982, and recorded 588 /4, 1982, in Liber 5% of Deeds at page 46 in the Tompkins County Clerk's Office, and FURTHER SUBJECT to the permanent ease-ment granted to the Town of Dryden for the installation and main-tenance of sewer and water lines and other public utility purposes as more particularly set forth in an instrument dated (1911) 20, 1982, and recorded (1911) 21, 1982, in Liber 57% of Deeds at page 630 in the Tompkins County Clerk's Office.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part. his heirs, distributees and assigns forever.

The party of the second part and all of their successors an assigns, by the acceptance of this Indenture releases the party of the first part, his successors and assigns, from any and all obligations to erect and/or maintain a fence between the lands hereby conveyed and the remaining lands of the party of the firs part, or adjacent lands to the property conveyed herein. and

If more than one person joins as party of the second part then the respective provisions herein shall be read as if written in the plural, and the respective covenants and agreements shall be to all parties of the second part. If this conveyance is to a husband and wife, then it is as tenants by the entirety, and it is intended that the survivor thereof shall take all.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

Makley Cen-MAHLON R. PERKINS

STATE OF NEW YORK ) COUNTY OF TOMPKINS ) ss: On this 2/ day of april , 1982, before me, the subscriber, personally appeared MAHLON R/ PERKINS, to me known and known to me to be the same person described in and who executed the within In-strument, and he acknowledged to me that he executed the same. Notary Prime States for Net Notary Prime States for Net Notary Public NOTARY PUBLIC

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## SCHEDULE V-5

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Bounded on the east by the center line of George Road; bounded on the south by lands of the grantee herein; bounded on the west and north by lands of The George Junior Republic Association, Inc. and on the north by lands of the grantee herein.

Tax Map Parcel #38-1-2 (portion)

RECEIVED S REAL ESTATE APR 2 3 1982 TRANSFER TAX TOMPKINS COUNTY

19.8-2 in LR. Cont 

LINE 430 FACE 713 ( 2459 **USDA-FmHA** Position 5 Form FmHA 427-1 NY & VI (Rev. 4-9-79) REAL ESTATE MORTGAGE FOR NEW YORK AND VIRGIN ISLANDS 6X 416 THIS MORTGAGE, is mede and entered into by \_\_\_\_\_\_ PAUL E. COOK and BETTY J. COOK County or Judicial Division, whose post office add Tompkins is <u>R.D.#1. Irish Settlement Road. Dryden. New York 13053</u> herein called "Borrower", and: WHEREAS Borrower is Indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government", as evidenced by one or more promissory note(s) United States Department of Agriculture, herein called "note", which has been executed by Borrower, is payable to the order of the or assumption agreement(s), herein called "note", which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: Determined the second residing in \_ Annual Rate of Interest Principal Amount Date of Instrument ۰. 7/10/2020 10% . \$34,000.00 7710/80 And the doht instrument and secure the receiptic of any interest crean in substry when may be parted to the barrow of the Government to AU U.S.C. §1490a. And the doht instruments executed at the time of loan closing constitutes an obligation on the part of the Government to disburse all funds at one time or in multiple advances, provided the funds are for purposes subtrized by the Government at the time of loan closing. This obligatory commitment takes priority over any intervening liens or advances by other creditors regardless of the provisions of the State or Territorial laws involved: NOW, THEREFORE, (a) as all times when the note is held by the Government, or in the event the Government should not subtrize and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein in the payment of all advances and expenditues made by the Borrower's agreement, with interest, as herein all times to secure the promise of every covenant and spreement and the provision of any supplementary agreement, Borrower hereby granits, sells, conveys, asigns, mortgages, and forever warmant, wherein the Government the following property, herein called "the Property" situated in the County of Tompking \_\_\_\_\_\_, State of New York, Skillen and Skillen and Skillen A which is stached hareto and made a part hereof by reference. OFINER . Net, 430 ME 714 FmHA 427-1 NY & VI (Rev. 4-9-79)

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INER 430 PAGE 715

## SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situata in the Town of Dryden, County of Tompkins and State of New York, being parts of Lots No. 36, 37 and 47 in said town, and bounded and described as followe:

36, 37 and 47 in said town, and bounded and described as followe: PARCEL 1: BEGINNINC at a point in the centerline of South Georgs Road (Willow Glen-Freeville Highway), said point being northerly a distance of 1,123.5 fæt along ssid centerline from its inter-section with the centerline of New York State State Route 13 (Ithaca-Dryden Stats Highway); running thence west 45.50 chains more or less to a point markod an iron pipe in the east line of premises now or formerly owned by Cordon E. Rice and Marian G. Rice (see Liher 264 of Deeds at page 431 in the Tompkins County Clerk's Office); proceeding thence north 1,610 fset along aaid Rices' east line to a southerly line of orcmises now or formerly of George Junior Republic; proceeding thence east along said Ceorge Junior Republic's southerly line for a distance of 1,360 feet to a square stons marker and the division line between Lots 36 and 37; proceeding thence north 950.40 feet along said division line to the center of an old road formerly known as the "Creek Road"; proceeding thence southeasterly for a distance of 388 feet along the centerline of premises now or formerly of tha George Junior Republic; proceeding thence north 89° 30' east for a distance of 1,241.6 feet along a southerly boundary of George Junior Republic; proceeding thence nort & 89° 30' east for a distance of 1,241.6 feet along a southerly boundary of George Junior Republic and continuing thence south slong tha centerline of South George Road for a furthar distance of 27 chains more or less to the point or place of beginning, containing 153 acres of land, more or less. EXCEPTINC AND RESERVING therefrom any lands haretofore and present-

EXCEPTINC AND RESERVING therefrom any lands haretofore and present ly used for railrosd purposes.

EXCEPTINC AND RESERVING therefrom any lands hardforder and presently used for railrosd purposes. PARCEL 2: BEGINNING at a point in the centerline of New York State Route 13 (Ichaca-Dryden Rosd) which is also on the south line of Lot No. 37, said point or place of beginning being located 338 feat west along said centerline from its intersection with the center-line of South George Road (said point or place of beginning being the southwest corner of premises heretofore conveyed by Mott to Woolley (sea Liber 285 of Deeds at pags 198 in ssid Clerk's Office); proceeding thence along Woolley's west line for a distance of 130 feet to a point; proceeding thence east for a distance of 1 Moolley and now or formerly of DeCroff for a distance of 1,000 feet to a point marked by an iron pipe situate in the south line of the first parcel hereinabove described, said iron pipe is situate approximatsly 420 feet west of the centerline of South George Road; proceeding thence westerly along the south line of the first parcel hereinabove described for a distance of approxi-mately 1,179.09 feet to a point in the west line of Lot No. 37 (which is also the east line of Lot No. 36); continuing thenca westerly along the south line of the first parcel hereinabova described for a distance of 1,390 feet to a point marked by an iron stake; proceeding thence south for a distance of 951.72 fset to a point marked by an iron pipe marking the northwest corner of lands now or formerly of the Willow Glen Gemetery Association (see Liber 305 of Deeds at page 255 in said Clerk's Office); procaeding thance easterly along the north line of the said ceme-tery lands for a distance of 1,387 feet to a point marked by an iron pipe situate on the east line of Lot No. 36; proceeding thance southerly along said east lot lines of Lot No. 36 and 46 for a distance of 417 feet to a point in the centerline of New York Stete Route 13; proceeding thence saterly along tha center-line of New York Stete Route 13 for e distance of approxi

# LIBER 430 PAGE 716

1,281 feet to the point or place of beginning.

TOGETHER with all of the right, title and interest in and to the strip of land situate at the southeast corner of the hereinabove described premises, which strip of land has a frontage on the New York State Route 13 of 20 feet and a width at the rear of 16 feet, no warranty of title is made with respect to this strip.

SUBJECT to the rights of the public in and to those portions of the above described premises which lie within the bounds of the public roads.

SUBJECT to easements and rights of way of record granted to public utility corporations insofar as they may affect the above described premises.

EXCEPTING AND RESERVING, however, from the above described premise the following tracts or parcels of land:

<u>Parcel A:</u> BEGINNING at the southeast corner of parcel 1 herein-above described and running thence north for a distance of 660 feet along the centerline of South George Road (Willow Gisn-Free-ville Road) to a point; proceeding thence west for a distance of 235 feet, more or less (passing through a point marked by an iron pipe on the westerly side of the road) to a fence; proceeding thence southerly for a distance of 660 feet more or less along said fence and to a point; proceeding thence east for a distance of 195 feet more or less along an old hedgerow (passing through a point marked by an iron oipe in the westerly bounds of the road) to the point or place of beginning. iron

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a point marked by an iron pipe in the westerly bounds of the road) to the point or place of beginning. <u>Parcel B</u>: BEGINNING at a point in the centerline of George Road, <u>said Coint or place of beginning being the northeast corner of</u> the first parcel hereinabove excepted and reserved, said point or place of beginning being also located S 7-58' 26'' W a distance of 500.94 fect along said centerline from its intersection with the centerline of Virgil Creek as it passes under a bridge on South George Road; proceeding thence along said centerlines of wrigh 6'' E for a distante of 500.94 fect to a point marking the intersection of said centerline and the centerline of Virgil Creek as it flows underneath the bridge on South George Road; proceeding thences S 6'' 16'' 39'' W and passing through a point marked by an iron pipe at 120.27 feet for a total distance of 348.80 feet to a point marked by an iron pipe; pro-ceding thence N 87'53'36'' W for a distance of 612.02 feet to a point marked by an iron pipe; proceeding thence S 7''02'' 38'' W for a doint marked by an iron pipe at 120.27 feet for a total distance of 1,031.96 feet to a point marked by an old alm stump; proceeding thence S 82''35''39'' E for a distance of 405.90 feet to a point marked by an iron pipe; proceeding thence S 7''02''36'' W and passing through A point marked by an iron pipe at 1.093.56 feet for a total distance of 1,117.97 feet to a apoint in the center line S New York State Route 13; proceeding thence along thence N 2''' 47'' 35'' E for a distance of 240.24 feet to a point marked by a siron pipe; proceeding thence S 8''' 0'' S 6'' E for a distance of 221.5' 48''' E for a distance of 598.86 feet to a point marked by a 1-1/2'' pin; proceeding thence S 84'' 25'' S fo'' E for a distance of 221.5' 68'' E for a distance of 598.86 feet to a ceeding thence N 4'' 5'' 68'' E for a distance of 598.86 feet to a ceeding thence N 4'' 5'' 68'' E for a distance of 598.86 feet to a point marked by a 1-10'', pi; proceeding thence S 8

LIELK 430 PAGE 717

The abova described premises (except for the second excepted and reserved parcel) are the same promises conveyed by Thomss L. Todd and Elsie W. Todd to James W. Holman and Caroline B. Holman by deed dated September 20, 1973 and recorded that same day in the Tompkins County Clerk's Office in Liber 510 of Daads at page 899.

There is also conveyed by this instrument a right of way along the old "Creek Road" for purposes of ingress and egress from South Georgo Rond to proporty described above. Said right of way to be 30 feot such sids of the center line of said abendoned roed and limited for purposes of access to lands of Peul E. and Betty J. Cook for farm vehicles and farm uses and purposes.

Town of Dryden Tax Map #18-1-3 #38-1-4 #38-1-6.1 (portion of) (portion of) Mailing Address: Trish Settlement Road Dryden, New York 13053

BEING the same premises conveved to Paul E. Cook and Betty J. Cook by James W. Holman and Caroline B. Holman by dead datad June 23, 1980 and to be recorded in said Clerk's Office simultan-eously herewith.

This mortgage is junior and subordinate to a first mortgage held by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, which mortgage is dated September 20, 1973 and recorded that same date in Liber 370 of Mortgages at page 303 in said Clerk's Office.

PARCEL 3: ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, in Mili-tary Lots 47 and 57 of said Town, bounded and described as follows

tary Lots 47 and 57 of said Town, bounded and described as follows BEGINNING et the intersection of the south line of Lot 47 (slso being the north line of said Lot 57) at its intersection with the center line of present Gounty Road number 162A (now or formsrly known as the Gramer Hill Road) (or the Irish Settlement Road); running thence southeasterly along the center line of said road 35 rods to the southeast corner of premises conveyed to Zinah Sperry by Charles J. Smerry, et al. by deed dated March 18, 1884 and recorded in the Tompkins Gounty Clerk's Offics in Book 8 of Drydan Deeds at page 125; running thence westerly 158 rods, 17 links to the east line of lands formerly of Ira Carr at the west line of said Lot 57 and the west line of said Lot 47 approximately 48 chains to the centerline of the Ferguson Road, formerly known as the Dryden Back Road, and the southwest corner of lands formerly of Jacob Stickle; running thence easterly along the center line of Ferguson Road approximately 50 feet to the northwest corner of premises. con veyed by the mortgagors herein to John snd Lillian Malison (Book 451 of Deeds, page 561); running thence south along the west line of said Malison parcel 233 feet to a stake; running thence west along the southsast corner thereof; running thence west along the southast corner thereof; running thence the conter line of said Malison parcel 233 feet to a stake; running thence west along the southast corner thereof; running thence north along tho oast line of said Malison parcel 1,000 feat to a stake marking the southast corner thereof; running thence north along the osath line of Regina 0. Gladu (Book 446 of Deeds at page 420); running thance south along the west line of said Gladu percel epproximately 390 feet to an iron pipa; running thance

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east along the south line of said Gladu parcel approximately 190 feat to an iron pipe marking the southaast corner thereof; running themes north along the east line of said Gladu parcel approximately 390 faet to the center line of Ferguson Road approximately 7 chains to the intersection of said center line with the center line of said county Road 162A; running thence northerly along said center line of said road 11.50 chains to the former southwest corner of Joshua Phillips; thence running easterly along said fillips south line 37 rods to lands formerly of Elias W. Cody; running thenca southerly along the west line of said cody premises to a point 52 feet northerly from the center line of said comon portion of Ferguson Road and County Road 162A; running thence easterly 398 feet to a pipe; running thence southerly 52 feet to the center line of the Forguson Road approximataly 666 feet to the northwest corner of the 58 acre parcel formerly owned by John Taylor and more recently of Noy; running thence southerly 31.5 rods to the former north line of the States Hundred acres; running thence easterly slong the north lins of tho States Hundred acres approximately 15 chains 82 links to a point at the center of said north line; running thence south on a line through the center of the States Hundred acres 31.263 chains to the south line of said Lot 47; running thence north along the west line of said north line; running thence around the Shaw marces east proximately 600 feet to the southeast corner of premises approximately 5 stalley W. and Eleanor Shaw Mook 308 ff Beanow appendict unning thence around the Shaw marces east appendict distances; north 8 degrees 18 minutes west 130.7 feet; north 36 distances; north 8 degrees 18 minutes west 130.7 feet; north 36 distances; north 8 degrees 100 feet; running thence east 11.7 feet to the northernmost corner of premises now or formerly of Free 5. minutes west 60 feet; running thence south 13 degrees 51 minutes west 20.5 feet; running thence west 185.8 feet to a point in the cente

SUBJECT to the rights of the public in and to that portion of the above described premises which lie within the bounds of the public road.

SUBJECT to easemants and rights of way of record granted to public utility corporations insofar as they may effect the abova described utility c premises,

EXCEPTING AND RESERVINC, however, from the premises described in Parcel 3, the following tracts and parcels of land:

<u>Parcal C</u>: situata in Lot #57 in said town and BEGINNING at a point in the center line of Irish Settlement Road, which point or place of beginning is  $361^{2}$  feet south of the north line of Lot #57; pro-coeding thence along the center line of Irish Settlement Road south 12° 10' 29" east for a distance of 64.99 fast to a point; proceeding thence south 15° 00' 00" east for a distance of 108.75 feet to a point; proceeding thence south 17° 10' 37" East for a distance of 37.33 feet to a point which marks the southsast corner of the mortgegore herein; proceeding thence north 86° 49' 50" west

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and passing through a set pipe at 41.41 feet for a totel distence of 267.30 feet to a spike set in the crotch of a 12" twin cherry tree, oroceeding thence north 3° 10' 10" eest for a distance of 201 feet to a sst pipe: proceeding thenca south 86° 49' 50" eaet and passing through a set pipe at 164.57 feet, for e totel distence of 203.21 feet to the point or place of beginning, containing 1.077<sup>±</sup> acres of land.

REFERENCE is hereby made to e survey entitled "Mep of Lands of Paul E & Betty J. Cook, Part of Lot 57, Town of Dryden" dated October 24, 1978, made by Dennis M. Lowes, L.L.S. #049094 of Rowell end Associates, P.C., which survey was rocorded in the Tomokins County Clerk's Office on December 14, 1978 in Liber 568 of Deeds at oage 749, and is incorporated herein by reference and more particularly describas Parcel 1 ebova excepted end reserved.

<u>Parcel</u> D: situete in Lot No. 57 in said town end BEGINNING et a point in the cantar line of Irish Settlement Roed, seid moint or olace of beginning baing located S 9° 59' 30" E e distance of 92.54 feet from the intersection of said center line and the north line of Lot 57; procesding thence along said center line S 9° 59' 30" E for e distance of 206.42 feet to e point merked by e set neil in the center line of the pavement; proceeding thence N 86° 49' 50" W and passing through a set iron pipe at 38.53 feet for a total distance of 277.00 feet to e point marked by a set iron pipe proceeding thencs N 3° 10' 10" E for a distance of 201.00 feat to e point marked by a set iron oive; proceeding thence S 86° 49' 50" E and passing through a point marked by a set pipe at 191.45 faat for a total distance of 230.00 feet to the point in said center line, being the point or place of beginning end baing marked by a set neil.

The above described Parcel D is shown on a survey entitled "Map of a Portion of Lands of Paul E. & Betty J. Cook" made by Rowell end Associates, P.C. and dated August 14, 1979, recorded in said Clerk's Office on July 2, 1980 in Liber 577 of Deeds at page 1118, which map is incorporated herein by reference.

BEING e portion of premises conveyed to the mortgegors herein by deed dated May 2, 1962 end recorded in said Clerk's Offics on May 4, 1962 in Liber 439 of Deeds at page 882.

With respect to Parcel 3, this mortgaga is junior end subordinate to the following mortgeges held by the Fermers Home Administration United Statss Department of Agriculture recorded in the Tompkine County Clerk's Office: Dated 11/4/65, recorded 11/4/65 in Liber 329 Mortgeges pg. 778; Dated 6/14/73, recorded 6/14/73 in Liber 367 Mortgeges pg. 517; Dated 5/19/77, recorded 5/19/77 in Liber 408 Mortgages pg. 919; Dated 1/16/78, recorded 1/16/78 in Liber 413 Mortgages pg. 836; Dated 1/16/78, recorded 1/16/78 in Liber 413 Mortgages pg. 842.

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(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower Intends to sell or sant the dwelling and has obtained the Government's consent to do so (s) neither Borrower nor snyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unaveilable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as llegal and hereby disclaims, and will not comply with or stiempt to enforce any restrictive covecanis on the dwelling to race, color, religion, sex, or national origin, and (b) Borrower regulations not inconsistent with the express provisions hereof.
(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
(22) Notices given hereouder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and antil some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Syracuse. New York 13210, and in the case of Borrower to the softers aboven in the Farmers Home Administration at Syracuse. New York 13210, and in the case of Borrower to flow softers aboven as one.
(23) If any provision of this instrument or application conflicts with express provisions of this mortgage:
(24) This mortgage is also intended to be a functing statement which can be given affect without the invalid, such provision or application, and to thal end the provisions hereof are declared to be savemble.
(24) This mortgage is also intended to be a functing statement which can be given affect without the invalid comparison to application, and to thal end the provi

(18) 430 FAGE 721

See TONDE IN SOUNTY 71 0 - ۲ 10 DA 2011 Que m 80  $\Box$ E. 6.15 ٠. 1.6 ll - TOTINEINS COUNTY CLERK 's hand(s) and scal(s) this 'nΩ de y IN WITNESS WHEREOF, Borrower has hereunto ात्राक्षेत्र (१९२४ - २२) २२ २४ वर्षाः चार्यत्र मुख्यम् . 19 80 July oſ al i the the second In the presence of (Witness) n n Nan 1 .... (Wilmess) BETTY J. COOK A C K N O W L E D G M E N T 21.1 2.112 1.012 1.1012 4.2.0004 STATE OR ARKENERY OF \_\_\_\_\_ NEW YORK the same 80. before me 10th dey of . աւս On the COOK and BETTY J COOK individual(a) described in, and who executed the foregoing instru PAUL E. they . . . Notary (SEAL) NECON R. PERKINS an in the second ...19.50. Tomultine County pirme March 30, 1987 IR dat ( ULL 430 FACE 720

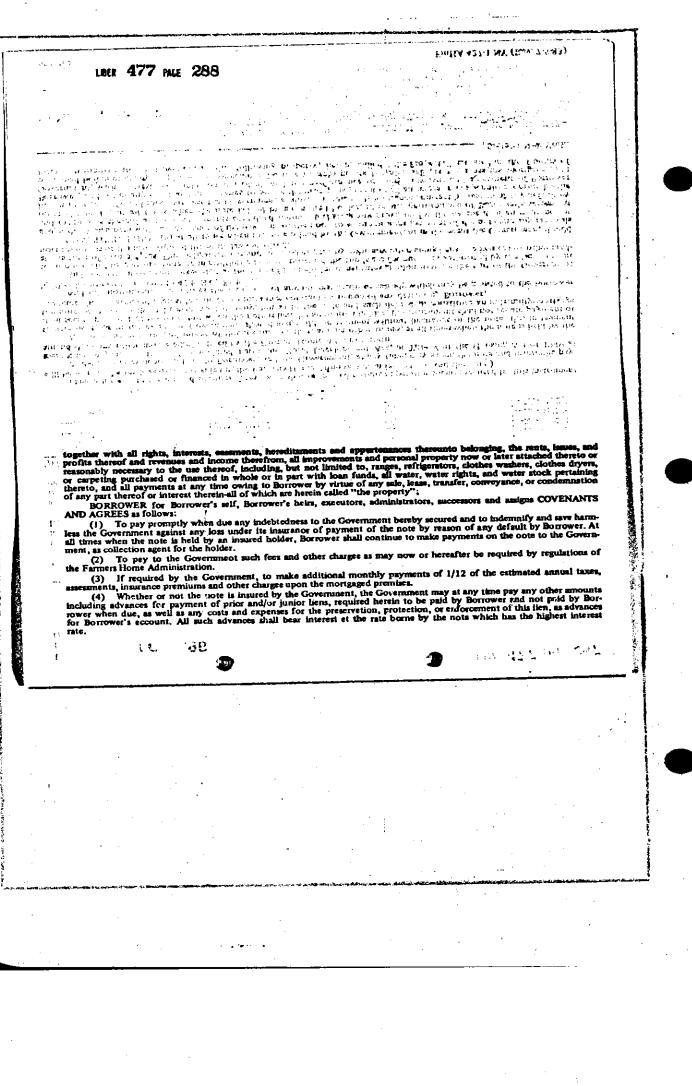
N LIBER 587 PAGE 1075 GEN D. 19 82, by and between hereinafter called the Lessor e Lessee nd ol the either in acknowledge racknowledged, and of the le constituents of either in rket oll and gas end their and water and to transport ossess, use and occupy so ed pro \_. County of Tomp Kins On the North by the lands of <u>UKepublic</u> On the East by the lands of <u>PiTenger</u> On the South by the lands of <u>PiTenger</u> On the West by the lands of <u>Yellow</u> <u>Barn</u> <u>Development</u> (575) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands. then this lesse shalt continue in force so long as the drilling of auch well is continued with reasonable diligence and so much longer thereatter as oil or gas or their constituents ere tound on said premises in paying quantities, in the judgement of the Lessee. It being understood, however, that no well shall be drilled within 2 hundred leet of the barn or dwelling on said premises without the consent of Lessor. 2. In consideration of the premises, the said parties covenant and agree as follows: Lessor to receive the tigled market price per thousand cubic feel for one-eighth (18) of the oil produced and eaved from the premises, as are to be paid for on or before the 20th day of the month following in which same is marketed. 3. Acessee fp commarket and premises within, twelve months from the gas or pay to Lessor <u>Five</u> within said 10 days.
4. Lessee shall bury, when so requested by Lessor, all pipe lines used to transport gas or oil off or across the pramises and pay all damages caused by operations under this lease; said damages: If not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereoi to be appointed by the Lesser, one by the Lessee and the third by the west so exponented as aloresaid, and the award to such three persons shall be tinal and conclusive.
5. Lessor may lay a line to any gae well on said tands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousend cubic feet of gas taken in each year shall be tree of cost, buil all gas in excess of two hundred thoused and cubic teet taken in each year shall be the tas in the tage on the line. This privilege is upon the condition that Lessor's shall be used and the lay on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee releating to the uses risk thorwen, address, by reclatered mail, of the Lesson's last known, address. regulations shall be by meter and regulators set at the lap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lesser releting to the use of free gas. 6. The Lessee at any time mey notify the Lessor in writing at Lessor's last known address, by registered mail. of the Lessee's intention to use any well focated on the leased premises and the leased premises for any and all of the purposes hereinhefore provided by injecting, storing or holding in storage, and removing gas into, in and trom any sands, strata or formations userlying the premises, end upon the giving of such notice the Lessee may use any such well and the leased premises for any anallor said portage the remises, end upon the giving of such notice the Lessee may use any such well and the leased premises for any anallor said parages, the Lessoe shall gay to the Lessor a rental of \$200.00 each year for each such well while so used; provided that her senator the insist year for a well so used shall be aquivalent to the ene-eighth royally payments to the Lessor, if more than \$200.00, for guest by the amount of \$200.00 and there arental for such well so used equivalent to first year's rental if more than \$200.00, congores hereinbefore purposes on the leased premises, but if e well used by the Lessee. For any of the gas storage purposes and there spont well write notice to the Lessor of lis intention to use the leased premises for any or all of said gas storage purposes and there provided to half be ead to continue the isolar of the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbolored provided to be add to continue this ease in force as though a producing well or a well average purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises. The remate each year for such rentals and well rentals may be paid by the Lessee in quarter-year installments. 7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or parts thereof with other lends to form an oil and gas development unit of not more than six hundred 'orty (640) acres for the purpose of drilling e well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of such provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the proportion of such 1/8 royaity which the acreege herein leased beers to the total number of ecres comprising said development unit. It said development unit shall thereatier be used for gas slorage purposes the well rental or than drental acreage of each such parcel bears to the entire acreage of said unit. All its agreed that the acreage rentals or royaitles on any well, or welfs, paid end to be paid as herein provided are and will be accepted by Lessor es adequete and full consideration to render it optional with Lessee as to whether or not it shelf drift a well to oilset producing wells on adjoining or adjacent premises. Should it be determined that Lessor is not the owner of th Should libe determined that Lessor is not the owner of the antire tract above described, then and thereupon Lessor is proportional amount in accordance with the rentals and royallies for any fraction of the above premises owned.
 Payments of all moneys due on this lease may be made by cash or check, to <u>Payments of all moneys due on this lease may be made by cash or check</u>, to <u>Payments of all moneys due on this lease may be made by cash or check</u>. Same by deposit to the credit of \_\_\_\_\_ Same and malled to \_ and malled to <u>percent and the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at 11. Lessor egrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right any time to remove any machinery or fixtures placed on said premises and further upon the peyment to the Lessor of one dollar and ell emounts due hercunder, said Lessee shall have the right to surrender this lease or any portion thereoil by written notice to Lessor describing the portion of the above tract that it elects to surrender this lease or any portion thereoil by written notice to Lessor thereor or recording the surrender of this lease on the margin of the record hereoil, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a canceltation of all labilities under same of each and all oarlies hereto. Io the extent indicated on said surrender, and the acreage rential hereinbefore set forth shall be reduced in proportion to the foreage surrendered. No change in the ownership of the land or assignment of accentiation or patilies shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.</u>

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LIBER 587 PAGE 1076 12. All covenents and conditione between the pa Lessor hereby warrants end agrees to defend the tille et any time to redeem for Lessor, or otherwise acquire in eny manner effect the Lassee's interest therein in the holder thereof the same es if Lessee were the origin hereto shall extend to their heirs, executors, successors and essigns ar sland herein described: Lessor further agrees that the Lesses shall have the symant, any monegage or any other liens upon the above described lands r not descult of payment by Lessor and be subrogated in full to all the rights payment, eny monegage of vent of deteult of payment b owner of seid morigage or Any additions to the above agreement that are noted below IN WITNESS WHEREOF. the perties hereto Signed and Beknowledged in US Presence of: Nelson  $\mathcal{P}_{c}$ Eric € C 00 28-9925 0 24 CORPORATION BY SUBSCRIBING WITNESS: STATE OF \_) ss.: ) COUNTY OF \_\_ On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 198\_\_\_, betare me come \_\_\_\_\_\_ personally known to me to be the subscribing witness within named, who, being by me swarn, did dep and say: That (s)he know , the \_ ond - ond of soid carporotion as stoted above. (He) (She) acknowledges that (he) (she) was present and sow the said \_\_\_\_ \_ executed the same, and that they acknowledged to (him) (her), the said . ond \_ that they executed the same, and that (he) (she), the said as a witness thereta. , thereupon subscribed (his) her) no Notory Public - State of \_ Commission Expires: . orn, did de lescrit <u>La</u> who executed the ď execute the some; Helson and that (they) (he) (she) acknowledged to (him) (her), the said \_ Cric) thor (they) (he).(she), Melson) the said grantor(s), executed the same, and that (he) (she), the sold Thereupon subscribed · Clerk Charle (his) (her) name as a witness thereto. Qar is) Notary Public - State of . Commission Expires: ... Dorls Clark Ashcroft Notary Public State of New York County of Washington Commission Expires March 30, 1983 Day of March 30, 1983 || 15 Ål '82 ICLERKING COUNTY CLERKIS OFFICE Tompkins Coupty, se 16. LRJ.... Clork, 1:::: 15 ille . ANO GAS LEASE ê. County Recorder Yaar CyDHIO OIL & GAS Box 204 / Argyle, NY. 12809 Localed Ы Office Ē ğ ž

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	USDA-FmfiA Form FmHA 427-1	cic 9	6	10.19				
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	herein called "Born	rower", and	the United States of	America, acting	through Farm	nera Home A		
	WHEREAS I	Bosrower is h	ndebted to the Gover	mucht as evicen	TORIET, İS DEVI			MACLUTCHENT' WAL
	thorizes acceleration	na of the en	the indebtedness at i	the option of th	Governmen	t upon any	default by E	iorrower, and is
	described as follow				Annual of Inter		D	ue Date of Fin <b>si</b> Instaliment
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Ì			ited resource farm or a provided in the Far					
	And the not	te evidences i	Joan to Borrower, a	ng the Governm	opment Act.	or Title V o	f the Housing	Act of 1949 as
1	gmended, or any o	other statule	dministered by the P	Wittens Lindue Ma	an ashar shine	- at all time	when the p	ore is held by the
١	Government, or i	in the event (	the Government shou	rd senter and nu			at shall not a	cure payment of
Į.	the note or attack	h to the debu	evidenced uneraby, o		maron of an	default by	Bortower:	-
	to secure the Gove	enuneut agau	and loss under its miles	e of any interest	credit or sub	sidy which n	ay be granted	to the Borrower
Į.	by the Governmen	nt pursuant te	0 42 U.S.C. 914908.			- obligation	on the part of	f the Government
			a analysiad at the firs	se of lost clostni				
	And the de to disburse all fu	bt instrumen ads at one th	ts executed at the tim me or in multiple adv	ances, provided	the funds are i	for purposes	authorized by	the Government
	to disburse all fu	nds at one ti an closing. T	his obligatory commit	tment takes prio	rity over any	intervening	iens or advan	ces by other cred-
	to disburse all fu at the time of los itors regardless of NOW, THE	nds at one th an closing. Th f the provision REFORE, (a	me or in multiple nov his obligatory commi- ns of the State laws in h) at all times when th	tment takes prio wolved: he note is held by	rity over any	intervening   ent, or in th	iens or advan a event the G	ces by other cred-
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(5) All advences by the Go. ament, including advenors for payment of price and/or junior liens, in addition to any be a required by the terms of the note, as described by this instrument, with interest shall be immediately due and pay by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby ich advence by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment mad prower may be applied on the note or any indebiedness to the Government secured hereby, in any order the Government desermines. by ich

To use the loan evidenced by the note solely for purposes authorized by the Government.

ment determines.
(6) To use the loan evidenced by the note solely for purposes authorized by the Covernment.
(7) To pay when due all taxes, liens, judgments, encumbranors, assessments lawfully altaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand reoripts evidencing soch peyments.
(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
(9) To maintain improvements in good repair and make repeirs required by the Government; operete the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit wate, leasening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals exorpt as may be neorasary for ordinary domestic purposes.
(10) To comply with all laws, ordinances, and regulations affecting the property.
(11) To pay or reimburse the Government for expenses reasonably neorasary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplements, attorneys' feea, trustees' fees, court costs, and expenses of adverting, and econeying the property.
(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, including but not limited to the power to stand any supplements, and expenses or any price therein shall be leased, assigned, sold,

and exclusive rights as mortgages hereunder, including but not limited to the power to grant connents, partial release, and ordinations, and settiafaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits ordinations, and settiafaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits ordinations, and settiafaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits ordination or any supplementary agreement contents, how there is no interest in ordination or any supplementary agreement are being performed.
(14) The Government may (a) extend or defer the maturity of, and renew and reachedule the payments on, the debt worden or by the note or any indebtedness to the Government. (c) release portions of the property whole liable lien and (d) wave any other of its rights under the instrument, or any indebtedness to the debt from liability to the Government. (c) release portions of the property of the ordination of the property of this instrument, or any networks afforded by the note or for the debt from liability to the Government thet. Borrower have any such right or remedy.
(15) If at any time it shall appear to the Government thet. Borrower may be able to obtain a lean from a production for the default in any on oncetton with such loan.
(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, ment do or aborrower to you the secure of any indebtedness or make and periodic of time, Borrower die or maximum for the benefit of callor, the Government and the default under any indebtedness accured by the note and any indebtedness accured to reast any indebtedness accured the accure in the personal property or other, and other security instrument shall constitute default hereunder.
(16) Default hereunder shall constitute default hereunder.
(17) HOULD DEFAULT occur in the

18ER 477 PAGE 290
(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or remark dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refues to negotiate for the sale or rental of the dwelling or will otherwise the dwelling in an authorized to act for make unavailable or deny the dwelling to anyone because of race, color, religion, sox, or national origin, and (b) Borrower recognizes as illegal and hareby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.
(21) This instrument shall be subject to the present regulatione of the Farmers Home Administration, and to its future regulations not inconsistant with the exprass provisions hereof.
(22) Notices given hereunder shall be sent by certifiad mull, unless otherwise required by law, and addressed, unless and until some othar address is designated in a notice so given, in tha case of the Government to Farmers Home Administration finance Office racords (which normally will be the same as the post office address shown above).
AND THAT, except to any extent that such construction conflicts with express provisions of this mortgage:
(23) If any provision of this instrument or applications of any provisions of the instrument which can be given effect without the invalid such and the provisions of the address shown above).
(24) This mortgage is also intended to be a financing statement which can be given effect without the invalid such and to that and the provisions for the instrument which can be given effect without the invalid such invalidity will not affact other provisions or application of the instrument which can be gi

growing or to be grown on the above dascribed real estate. (25) The promissory notes described on the face of this instrument are given to consolidate reschedule or resmortize, but not in satisifaction of the unpaid principal and interest in the following described notes or assumption agreements dated 7-10-80 in the amount of \$48,424.31, 11-4-65 in the amount of \$19,280.00 and 14-73 in the amount of \$30,000.00.

A	hereunto set Borrower's hand(a) and scal(a) this day .
April	1985 HELENEDS Frompt SHOW
the presence of	ADO'L TAX AND S Exempt BASK (SEAL)
PAUL E. COOK	MORTGAGE TAX THIS AM DAY
BETTY J, COOK	ACKNOWLEDGNENT Rachard S. P. C.
	TOMPRING COUNTY CLEAR
ATE OR TERRITORY OF	X2.
On the	day of, 19 25, before ma, came
D. a. C.	1 - Gelly A. Cook

to me known to be the individual(a) described in, and who executed the foregoing inside Grand Cart Cook thet ecuted the a

Cast 7 a Notary suble State of Lew (SEAL) il Brecord 17.00 ting committeeting approximation approximati uc ) elempt. ÷...5 A Dale Coat Packer A F  $\mathbf{x}$ 

			Position 5	<i>C</i>	
	USDA-FmHA	C	ary 10:19	C u	ber 477 page 291
	Form FmHA 427-1 NY (Rev. 7-5-83)	CC REAL ESTATE	HORTGAGE FOR NE	W YORK	
			Davil P & Bertt		
•	THIS MORTGAGE, I	mede and entered into by		·	· · · · · · · · · · · · · · · · · · ·
			· · ·	Couply	, whose post office address
_	residing inTompkin				, whose post child contra
	IS III and "I Hor -owner"	. Irish Settlement	America, acting through	Farmers Home Ad	ministration, United States
	Department of Agriculture,	berein cillied the Govern	inclus, where a second second second	er or more promis	more note(s) or assumption
	agreement(s), herein called	"mote", which has been	executed by Borrower, is	payable to the on ament upon any d	der of the Government, au- lefault by Borrower, and is
	thorizes acceleration of the described as follows:	S GUILES THEOLEGINGS IN		nual Rere	Due Date of Final
	Date of Instrument	Principal Amo		Interest	Installment
	4-18-85	\$ 5,110.6	-	10-05	4-18-2000 4-18-2018
	4-18-85 4-18-85	37,863,4 22,354.0		35 755	4-18-2000
	4-18-85	79.760.6	2	8% 3%	4-18-2018 4-18-2000
	4-18-85 4-18-85	7,710.3		745 res operation location	4-18-1991 s) secured by this instrument he note.)
	will be increased atter o ye	cars, as provided in the stat		and the second section	the note and insure the pay-
	And the note evident thereof pursuant its and	the Consolidated Farm	and Rurai Development	Act, or Title V of	the Housing Act of 1949 as
	amended, or any other sta	se and intent of this instr	ument that, among other	things, at all times	when the note is held by the
	Government, or in the evaluation of the second permeters of the second permete	he note; but when the not	is held by an insured hol	der, this instrumen	t shall not secure payment of titute an indemnity mortgaga
		COL SAUCINOS INVISAL		af a su defendt by H	orrower; y be granted to the Borrower
	And this instrument by the Covernment PUIS	ant to 42 U.S.C. §1490a.	ie of any incorest erees a		- the part of the Government
	تلتحص للأصلب مراد ليسد	uments executed at the th	ne of loan closing constitu vances, provided the funds	are for purposes a	n the part of the Government a thorized by the Government ens or advances by other ered-
					IIS OF BETERLEY CY CALL
	it the time of joan close	wisions of the State laws in			
	liors regardless of the pro	E. (a) at all times when t	wolved: he note is held by the Gov	ernment, or in the	event the Government should
	NOW, THEREFOI	REF. (a) at all times when the internet insurance of the pay and any agreements configuration of the pay agreements configuration of the p	wolved: he note is held by the Gov ment of the note, to secur ined therein, including an	ernment, or in the re prompt payment by provision for the	event the Government should to f the note and any renewals e payment of an insurance of
	Itors regardless of the pro- NOW, THEREFOI assign this instrument wi and extensions thereof other charge, (b) at all herein to indemnify and	KE, (a) at all times when t ighout insurance of the pay and any agreements conta times when the note is h i save harmless the Govern weren and at all times to	wolved: he note is held by the Gow ment of the note, to secu- ined therein, including an eld by an insured holder, wrient against toss under i o secure the prompt psym-	ernment, or in the re prompt payment by provision for the to secure performa- ts insurance contra- ent of all advances	event the Government should of the note and any renewals e payment of an insurance or ence of Borrower's agreement et by reason of any default by and expenditures made by the used expenditures of Borrower
	ltors regardless of the pro- NOW, THEREFOI assign this instrument wi and extensions thereof other charge, (b) at all herein to indemnify and Borrower, and (e) in an	Age, (a) at all times when the tithout insurance of the pay and any agreements contact times when the note is has a save harmless the Govern y event and at all times to methan berring for described	wolved: he note is held by the Gov ment of the note, to secur ined therein, including an eld by an insured holder, ument against loss under i s secure the prompt psym- ed, and the performance	ernment, or in the reprompt payment by provision for the to secure performa- ts insurance contra ent of all advances of every covenan	event the Government should tof the note and any renewals e payment of an insurance or ence of Borrower's agreement et by reason of any default by and expenditures made by the t and agreement of Borrower t and agreement of Borrower
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	lors regardless of the pro- NOW, THEREFOI assign this instrument wi and extensions thereof other charge, (b) at all herein to indemnify and Borrower, and (e) in an Government, with inter contained herein or in a forever warrants unto i <u>Tompkins, Town</u>	Age, (a) at all times when the ithout insurance of the pay and any agreements conta- times when the note is h i save harmless the Govern y event and at all times to est, as hereinafter describ my supplementary agreement the Government the foil of Derden Try mescriment In RE	wolved: he note is held by the Gow ment of the note, to secur ined therein, including an eld by an insured holder, ument against ioss under i b secure the performance nt, Borrower hereby grant owing property, herein c wing property, herein c	erament, or in the reprompt payment by provision for the lo secure performa- ts insurance contra- ent of all advances of every covenan a, bargains, sells, ec- ailed "the Propert	event the Government should to f the note and any renewals e payment of an insurance or note of Borrower's agreement et by reason of any default by and expenditures made by the t and agreement of Borrower severys, assigns, mortgages, and y" situated in the County of . State of New York.
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together with all rights, interests, eastments, hereditaments and appurtenances thereunto belonging, the rents, laucs, and profite thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water atock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or Interest therein-all of which are herein called "the property"; BORROWER for Borrower's self, Borrower's heirs, executors, edminiatratora, successors and assigna COVENANTS AND AGREES as follows: (1). To pay propunity when due any indebtedness to the Government hereby accured and to indemnify and save harm-

AND AGREES is follows:
(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-less the Government against any loss under the insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govern-ment, as collection agent for the holder.
(2) To pay to the Government such feee and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxee, assessments, insurance premiums and other charges upon the mortgaged premises.
(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advance for payment of prior and/or junior liens, required here to be paid by Borrower and not paid by Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

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(3) All advances hy the Givernment, including advances for payment of prior and/or juntor liens, in addition to any states required by the term of the note, as described by this instrument, with interest shall be immediately due and pays be by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. In any order the Government without demand at the place designated in the latest note and shall be secured hereby.
(a) To use the loan evidenced by the note solely for purpose authorized by the Government.
(3) To pay when due all taxes, liens, judgments, encumbrances, assessments lewfully attaching to or assessed against descenses vidences with the real property described above, and promptly deliver to the Government without deriver use of the real property described above, and promptly deliver to the Government and, at the request, to deliver such policies to the Government.
(3) To maintain improvements in good repair and make repairs required by the Government: operate the property insured as required by and under Insurance policies and farm and home management plans the Government from time to the management of the security covered hereaby, or without the written consent of the Government; element, element, plans, or deliver and we be added and under Insurance policies and farm and home management plans the Government from time to the manaer: comply with such farm conservation practices and farm and home management plans the Government from time to the more store degrady, or without the written consent of the Government, eut, remove, or lease any property, onsis of recording this and other insurances, attorney's fees, trustees' fees, court coste, and expenses of adverse and plans being advances the required or interest face for everine of the orige and any suppletion of the endowing advances and envery fees, insule to origin a ray or entities and any suppletion of the government, whether the sole property,

and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial release, sub-ordinations, and suisfaction, and no insured holder shall have any right, title or interest in or to the line or any benefits errors and agreements contained herein or in any supplementary agreement and reschedule the payments on, the debt evidenced by the note or any indebtedness, to the Government, and its agents may inspect the property to ascertain whether the covernance in the property of the context of the debt from liability to the Government, any data of the instrument, (b) release portions of the property and who in liable under the note or for the debt from liability to the Government asy only under this instrument, or otherwise afforded by the note or or fort-in executing any right of and renew and reschedule the payments on, the debt from instrument or Borrower's or any other party's liabit. Government is any only only only only the property of this instrument or Borrower's or any tother party's liabit. Government in the priority of this instrument unless the Government asys only under this instrument, or otherwise afforded by applicable here, shall note a waiver of or precluse the exercision any right of any such right or renedy.
(15) If at any time it shall appear to the Government thest Borrower may be able to obtain a loan from a production for the dors and the tother the secure or protext erecting succe, at reasonable rates and purchased is a cooperative lending agent of any indebtedness secured hereby and to pay for any stock necessary to the security instrument held or insure by the default under any other real estate, or other any stock necessary to the security instrument held or insure by the default under any other real estate. Or under any personal property or other, and the default under any stock necessary to the forther the structure that and the gravine at insolver to may and any one of the partiee applicable in the instrument oreal estate or r

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Intendent of the second sec RECEIVED 5 Exempt SPICIAL KINS COUNTY 29. H. ADD'L TAX AND S Frempet BASIC 25 19 % MORTGAGE TAX THIS April 19 85 Packer A. Piene TOWNERS COUNTY CLUB rower'e hand(e) and scal(a) this IN WITNESS WHEREOF, Bon πh a hereunto 19 25 <u>fpril</u> In the present ΰD . (SEAL) (SEAL) J GOOK ACKNOWLEDGMENT New York STATE OR TERRITORY OF Tompkins COUNTY OF . 19 22, before me, c day of 18 On the . Betty Cart-2 Ŀ  $\Theta_{a}$ who executed the foregoing instrument, and to me known to be the individual(s) described in. and ecknowledged to me executed the same for the purposes therein a 1000 that Lo Notery Public. and 17.00 County Spreier y exempt april mo Day of 4777 tgages FHA. Retur atis 33 Lacharf S. Pren Clade

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613 PACE 896	Je case and and
	after called the Grantor(s), being the owner of or having an interest in land situate in
The Understaned, hereins	of Dryden County
inc	, State of New York, fronting on the street or highway known as
of Ompring 12	3 and bounded Mucotlerly by the land of
TYS Kould 13	emetery- and easterly
Willowgen	mucuut
by the land of	$\int \omega \delta n \omega \delta \omega \delta \omega$
3n Manaideration, of \$1.	1.00 paid by the Grantee, hereby grants and releases unto the NEW YORK STATE
FIECTRIC & GAS CORPORATI	HON, a torporation organized the Grantee, its
office at Town of Dryden, (no ser-	reet address), county of construct,
reconstruct extend, operate, insp	pect, maintain, and the provide the transmission and/or-distribution-
arme muy wires, braces and othe	er that we are a point of the second and over said land
of electric current and/or top tele	ephone or relegraph communication for public or private use, and right of way hereby says abutting or ranning through said land. The casement and right of way hereby 
granted and released is	- feet in width throughout its extent, structer, it ing and the first
inta D	b pale to be locale light 13 and
northerly from	The center of MUS Route 15 and
adjacent to g	antors westerry property line
<u> </u>	
The section of the sector	ss and egress for all the above purposes including the right now and from time to time to trim,
working and remove by manual;	ss and egress for all the above purposes the burg the right how and to an instantian said easement and I, mechanical or chemical means trees, brush and other obstructions within said easement and
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Hamided however that	at any damage (other than for trimming, outling, or removing trees, as show provided) to the
experts of the Grantor(s).	caused by the Grantee in constructing of or a
property of an entry	the second between suid supporting
Restuinghowever, w	to the Grantor(s) — the right to curity are mic ground curiter and right-of way-provided is and factories and the right to cross-and recross-said current-and-right-of way-provided is and factories with obstructor endanger any rights granted as a foresaid and shall not dis-
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613 PAGE 897 the corporation described in and which executed the above Instrument that he knows the seal of said Corporation; that the seal affrared to said Instrument is such response scal; that it was so affrared by order of the Board of Directory of wid Corporation, and that he signed h trame thereto by like order. LIBER to me personally known, who, being by me July awoin, did (Corporate Acknowledgment With Seal) (Notary Public) Gound of DERN'S UFFICE Blate ofteructional 48 Ali "85 19 ..... hefore me came ..... depose and say that he resides at and that he is ..... ..... in the 5 \_RWC-\_LOD\_\_ foregoing Instrument; that he, said subscribing witness, and that he, said witness, at the same time, subscribed to be the individual described in and who executed the the subscribing witness to the foregoing Instrument, with where I are personally acquainted, who being by me  $d u^{\rm I} y$ errecute the same. ..... 19...... , before me personally came ...... sworn, did depose and say that he resides at (Subscribing Wilness Acknowledgment) the second second second second second second second second second second second second second second second s (Noter Public) A SHARE ····· day of ····· 56 h name as witness thereto. Blate of New Pork in the second second was present and saw . Athaca that he knew gounty of Sill I NOV 18 1985 New York State Electric & Gas Corp. Ithaca Document File -----NEW YORK STATE ELECTRIC & GAS CORP. to me personally known and known to me to be the same person. Lakeribed in and who carcoted the within Instru-ment and duly actnowledged to me the execution of the same. .....Office CORPORATE RECORDS CENTER Bernnie M. M. Hollie Bunnie M. M. Hollie Bunnie, Store et New York Noory Public, Store et New York Commission 10, 1986 Commissione March 30, 1986 19 25, before me, the subscriber, personally appeared on this Illthe and of Octobler Date Date Drte Consideration on this Document ITHACA, NEW YORK 14851 POST OFFICE BOX 287 is less than \$100.00 (Personal Acknowledgment) RETURN TO Blate of New York , 85: County of Orrocino 85: Betty g. Loos Aat. Paid from Working Fund Title verified hv Faul C. No. . . مح of Deeds at and examined. day of o'clock M. .... 19.... (Cield) i . Auth 43055-900 Pared No. 143 Construction W. O. K., 43/45-701 NEW YORK STATE ELECTRIC & GAS CORPORATION Paul E. Cook Since October II. Bethy J. Cook 583 Eabentent 2 ..... Malc of New York Recorded on the line No ga kluuag In Book A DECKER AND Pige

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USDA-FmHA Form FinHA 427-1 NY (Rev. 2-87)

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CF 2691 REAL ESTATE MORTGAGE FOR NEW YORK

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THIS MORTGAGE, is made and entered into by \_\_\_\_\_ Paul E. and Betty J. Cook

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County, whose post office address Tompking residing In . Irish Settlement Rd., Dryden, NY 13053 js <u>RD #1.</u>

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is <u>RD F1. IFISE SECTIONENT KG.</u> DEVICED, NI 19905 herein called "Borrower", and the United States of America, acting through Farmers Home Administration, United States Department of Agriculture; herein called the "Government," and: WHEREAS Borrower is indebied to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note", which has been executed by Borrower, is payable to the order of the Government, au-thorizes acceleration of the entire indebieddness at the option of the Government upon any default by Borrower, and is described as follows: described as follows:

Date of Instrument	Principal Amount	of Interest	Installment
December 21, 1988	\$134,721.66	417	December 21, 2000

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.) And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the pay-ment thereof pursuant to the Consolideted Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration; And it is the purpose and intent of this instrument thet; emong other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this Instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contrect by reason of any default by Borrower; And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government against loss under its insurance constitutes an obligation on the part of the Government to disburse all funds at one time or in multiple advances, provided the funds are for purposes authorized by the Government at the time of loan closing. This obligatory commitment takes priority over any intervening liens or advances by other cred-liors regardless of the provisions of the State laws involved: NOW, THERFORE, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure performance of Borrower's agreement or other charge, (b) at ell times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save h . State of New TOMPKINS

LIBER 553 PAGE 1027

ALL THAT PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HOME ADMINISTRATION deted 7/10/80, recorded in the Tompkins County Clerk's Office 7/10/80, in Book 430, Page 713. This peoplety is located in Town of DRyden, County of Tomphine,

FmHA 427-1 NY (Rev. 2-87)

- William

## LUER 553 PALE 1028

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with ioan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property"; BORROWER for Borrower's self, Borrower's heirs, executore, administrators, successors and assigns COVENANTS AND AGREES as follows: (1). To pay to promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-

AND ACREES as follows:
(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of eny default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
(4) Whether or not the note is insured by the Government, the Government may at any time pay sny other amounte including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest et the rete borne by the note which has the highest interest rate.

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(5) All edvances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place dasignated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines. (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
 (7) To pay when due all taxes. Hens, indements are supposed authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrance, assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water righta, and water stock pertaining to or reasonably necessary to that use of the real property described above, and prumptly deliver to the Government without demand receipts evidencing such peyments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and at its request, to deliver such policies to the Government.

its request, to deliver such policies to the Government.
(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good snd husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; snd not to abandon the property, or cause or permit wasts, lessening or impairment of the security covered hereby, or, without the written conservation practices and farm and home management plans timber, gravel, oid, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
(10) To comply with all laws, ordinances, and regulations affecting the property.
(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys fees, trustees fees, court costs, and expenses of advertising, setling, and conveying the property.
(12) Except as otherwise provided by the Farmers Home Administration regulations neither the property nor any

and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supple mensary agreement (whether before or after default), including but not limited to costs of evidence of tille to and survey of the property, costs of recording this and other instruments, attorneys fees, frusteef fees, court costs, and expenses of advertising, selling, and conveying the property.
(12) Except as otherwise provided by the Farmers Home Administration regulations neither the property nor any portion thereof or interest therein shall be leased, asigned, sold, transferred, or coundbred voluntarily or otherwise, without find to the limite to grant connents, partial release, subodinations, and satisfaction, and on insured holder shall have the role in the Government. The Government supplementary agreement is being performed to a supercentic contained herein or in any supplementary agreement is being performed.
(14) At all reasonable limes the Government and its agents may inspect the property to ascertain whether the covernants and agreement contained herein or in any supplementary agreement in being performed.
(14) The Government and (16) existend or defire the maturity of , and rense and rescendable the payment on, the debt form liability to the Government any on all exists and ary and its data errory of and the supplement on the origon of the rights and error.
(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production to sufficient amount to pay the nuclean the loan.
(16) If at any time it shall appear to the Government and executed or sufficient amount to pay the nuclean and will be done any stock necessary to purchased in a cooperaive length and provide or time, Borrower's or any other perty will appendicable in a pay for and accept and to pay for any stock necessary to purchased in a cooperaive length and appear to the Government that the and any and the denate and any

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Haus		Paul E. and Be	tty J. Cook				<u>ت</u> ہے۔
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UNER 585 PALE 683

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase construction or prior of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sale of the dwelling and has obtained the Government's consent to do so (s) neither Borrower nor anyone authorized to act for the sale or rental of the dwelling or will otherwise explicitly and the sole of the dwelling in a sole of the dwelling in a sole of the dwelling in a sole of the dwelling in a sole of the dwelling in a sole of the dwelling in a sole of the dwelling in a sole of the sole of rental of the dwelling in will otherwise for the sale or rental of the dwelling in a will one comply with or attempt to enforce any restrictive coverants on the dwelling in a sole of the excessive errors on of highly erodible land or to the exarts should any lose proceeds to each for a purpose that will contribute to the excessive errors of highly erodible land or to the exarts should any lose proceed to each of a purpose that will contribute to the excessive errors of highly erodible land or to the exarts should any lose proceed to each of a purpose that will contribute to the excessive errors of the Sole of the Government to farmers Home Administration, and to its further explained in 7 CFR Part 1940, Subpart C. Schibit M.
(2) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its further explained in a notice so given. In the case of the Government to Farmers Home Administration, and to the case of Borrower to the address shown hote.
(3) Notices given hereunder shall be subject to the present of the address shown above.
(4) That more other provisions or applications of the instrument while can be given effect without the the wale of the excesse.
(5) This more address is also intended to be above described to be severable.
(6) This the a collesteral mortgage baiss stude and to the r

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Control on the control of the contro	-) Notary Public, Stat Gratified in 7 sion Mypites	executed the sar	27710			NO	Tary Public.	Screen Cal
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USDA-FmHA Form FmHA 1927-1 NY (Rev. 6-92)

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# REAL ESTATE MORTGAGE FOR NEW YORK

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THIS MORTGAGE, is made and entered into by \_\_\_\_\_PAUL E. COOK AND SETTY J. COOK

() 3739 County, whose post office address TOMPKINS residing in \_\_\_\_

0, #1, IRISH SETTLEMENT ROAD, DRYDEN, NEW YORK 13053 R

b <u>R. U. V1, IRIDE DELILEGENT RUND, DREDENS NEW LURE 13022</u> herein called "Borrower", and the United States of America, acting through Farmers Home Administration, United States Department of Agriculture, herein called the "Guvernment." and: WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recomburg agreement, herein called "note", which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Govern-ment upon any default by Borrower, and is described as follows:

Dute of histoment	Principal Amount Plus	Animal Rate	Due Date of Final
	New-Capitalized Interest	of Interest	Installment
Pebruary 4, 1993 Pebruary 4, 1993 Pebruary 4, 1993 Pebruary 4, 1993 Pebruary 4, 1993 Pebruary 4, 1993	\$35,622.44* \$34,381,35* \$25,076,34* \$40,726,75* \$88,052,26* \$ 6,322.95*	37 57 57 57 87 57 57	January 16, 2018 July 10, 2020 July 14, 2013 September 20, 2013 Januory 16, 2018 November 4, 2005

SEE ATTACHED "SCHEOULE A" FOR ADOITIONAL NOTES,

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(Non-capitalized interest only applies in the case of Fanner Program loans being serviced in accordance with 7 CFR Part 1951 Subpart 5.)

(Non-capitalized interest only applies in the case of Fanner Prigram loans being serviced in accordance with 7 CFR Part 1951 Subpart 5.) (The interest rate for limited resource farm inwnership or finited resource operating loan(s) accured by this instrument may be increased as provided in the Farners floue Administration regulations and the note.) And the note evidences a loan to Borrower, and the Government, at any thus, may assign the note and insure the juay-ment thereof pursuant to the Consultated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as unended, or any other statute administered by the Farners Home Administration; And it is the purpose and intent of this instrument that. among other things, at all times when the note is held by the Government, or in the event the Government skulid assign this instrument without insurance of the note, this instrument shall secure payment of the note, but when the note is held by an insured holder, this instrument the note is held by the the note or attach in the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its instrument pursuant to 42 U.S.C. §§1472(g) or 1490a, respectively, or sny amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. §2001. And the debt instrument secured at the inne of loan closing constitutes an obligation on the government to disburs all funds at one time or in multiple sivances, provided the funds are for purposes suborized by the Government is the time of loan closing. This obligatory commutation takes priority over any Intervening tiens or advances by other cred-ktor sregardies of the provisions of the State laws involved: NOW, THEREFORE, (a) at all times when the note is held by the Government, or in the event the Government and extensions thereed and any renemines toontained therein, including any provision for the payment of the note and any renewais and extensions thereed and an , Since of New York. TOMPK IN 8

ALL THAT PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HOME ADMINISTRATION DATED JULY 10, 1980 AND RECORDED IN THE TOMPKINS COUNTY CLERK'S OFFICE JULT 10, 1980 IN SOOK 430, PAGE 713, THIS PROPERTY IS LOCATED IN THE TOWN OF DRTDEN, COUNTY OF TOMPKINS,

FmHA 1927-1 NY (Rev. 6-92)

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## COOK, PAUL E. & BETTY J.

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# LIPER 73U PAGE 52

#### "SCHEDULE A"

DATE OF INSTRUMENT	PRINCIPAL AMOUNT PLUS NON-CAPITALIZED INTEREST	ANNUAL RATE OF INTEREST	DUE DATE OF FINAL Installment
Pebruary 4, 1993	\$139,E01.E7¢	57	February 4, 2008
February 4, 1993	\$24,548.26¢	6.57	February 4, 2008
February 4, 1993	\$4,960.87*	6.57	February 4, 2008
Juna 14, 1973	\$5,000.00	57	June 14, 2006

, 2006

GOOK, PAUL E. & SETTY J.

#### "SCHEQULE 8"

LIPLE 730 PAGE 53

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(27) The Promiseory Notes described on the face of this instrument and on "Schedule A" and identified by " are given to reachedule or reamortize but not in satisfaction of the unpaid principal and interest on the following described notes or assumption egreements:

FACE AMOUNT	INTEREST	<u>oate</u>	ORIGINAL BORROWER	LAST INSTALLMENT DATE
\$37,863.44	37	4/18/85	PAUL E, & SETTY J. COOK	JANUARY 16, 2018
\$34,381,35	5.252	4/18/85	PAUL E. & SETTY J. COOK	JULY 10, 2020
\$25,815.86	5X	4/18/85	PAUL E. & SETTY J. COOK	JULY 14, 2013
\$41,84L,35	52	4/18/85	PAUL E; & BETTY J. COOK	SKPTEMBER 20, 2013
\$81,781.99	87	4/18/85	PAUL E. & SETTY J. COOK	JANUARY 16, 2018
\$ 7,755.05	57	4/18/85	PAUL E. & SETTY J. COOK	NOVEMBER 4, 2005
\$126,784.27**	62	8/23/90	PAUL E. & BETTY J. COOK	AUGUST 23, 2005
\$22,354.03	7.252	4/18/85	PAUL 8. 5 SETTY J. COOK	APRIL 18, 2000
\$ 5,110.61	10.25%	4/18/85	PAUL E. & BETTY J. COOK	APRIL 18, 2000

\*\*INCLUDES NON-CAPITALIZEO INTEREST

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Vale

Ļ l LIFER 73U FACE 51; (20) If any part of the loss for wire repair of property to be used as an owner rent the dwelling and has obtained the G Borrower will, aftes receipt of a bona fid make usavailable or dary the dwelling or national origin, and (b) Borrower reco force any restrictive covenants on the dw origin. sell or set for offi r. sef ng to a Borrowar recognizes as illegal and herrby ints on the dwelling relating to race. color

1. Consisting the end of the expression of the constants of the expressive erosion of highly erodified sind end of the expressive erosion of highly erodified sind or to the conversion of weilands to product an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. (2) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof. (23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given. In the case of the Governanent to Farmers Home Administration and to its future finance Office records (which normally will be the some as the post of the rest of the post of the express provisions of an above). AND THAT, except to any extent that such construction conflicts with express provisions of the invalid invalid, such invalidity will not affect other provisions of the rest of the rest post office shown above).
(24) If any provision of this instrument or applications of the rest press provisions of this mortgage:
(24) If any provision of this instrument or applications of the rest abe given effect without the availed not affect other provisions of the instrument which are beginned first which and the rest of the standard to be given effect without the availed provision of application, and to this instrument or applications of the extended.
(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Cude covering fixtures attacked to be a financing statement within the meaning of Article 9 of the Uniform Commercial Cude covering fixtures attacked to be a state. Ą

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(26) This mortgage also secures any extensions, renewals, reamortizations or rencheduling of the notes.

SEE ATTACHED "SCHEDULE B" FOR PROVISION #(27),

SEE ATTACHED "SCHEDUL	LE B" FOR PROVISION #(2	·/)•		
			At the day	
	DF. Borrower has hereunto set Bor	rower's hand(s) and stal(s) this	day .	
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51-75		J. COOK	X.	
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STATE OR TERRITORY O	F <u>NEW YORK</u>	MORTGAGE TAX THE	<u>5</u> Mr .	້ວ
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a C C A 7	<u>s</u>	" <u>~ Febru</u>	10ry 93 8	シドレ
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Image: State of the s	S day of day of day of day of dividual(a) dascribed in, and who	PEBRUARY	19 23, before me, came	ひょう
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COUNTY OF	S day of day of day of day of dividual(a) dascribed in, and who	PEBRUARY	19 23, before me, came	ウドーナ
CONTY OF TOMPKING	S <u>4</u> <u>w</u> <u>AND BETTY J. COOK</u> dividual(a) described in, and who executed the same for the S. COATS S.  PEBRUARY	1923, before me, curre	<b>ウ</b> ニーナ・	
CONTY OF TOMPKING	S <u>4</u> <u>w</u> <u>AND BETTY J. COOK</u> dividual(a) described in, and who executed the same for the S. COATS S.  PEBRUARY	1923, before me, curre	ウニーナ	
COUNTY OF	S <u>4</u> <u>w</u> <u>AND BETTY J. COOK</u> dividual(a) described in, and who executed the same for the S. COATS S.  PEBRUARY	LOL CL 19 93 , 19 93, before me, came t, and acknowledged to me Notary Public.	ひ ~ ~ ~ .	
CONTY OF TOMPKING	S <u>4</u> <u>w</u> <u>AND BETTY J. COOK</u> dividual(a) described in, and who executed the same for the S. COATS S.  PEBRUARY	LOL CL 19 93 , 19 93, before me, came t, and acknowledged to me Notary Public.	<b>ク</b> ドー ナ・	
CONTY OF TOMPKING	S <u>4</u> <u>w</u> <u>AND BETTY J. COOK</u> dividual(a) described in, and who executed the same for the S. COATS S.  PEBRUARY	1923, before me, curre	ロデーナ・	
CONTY OF TOMPKING	S <u>4</u> <u>w</u> <u>AND BETTY J. COOK</u> dividual(a) described in, and who executed the same for the S. COATS S.  PEBRUARY	LOL CL 19 93 , 19 93, before me, came t, and acknowledged to me Notary Public.	ロデーナ・	

USDA-EmIIA Form FmIIA 1927-1 NY (Rev. 11-92)

residing in TOMPKINS

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(M 0414 REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE is made and entered into by PAUL E. COOK & BETTY J. COOK

Principal Answert Plus

Non-Capitalized Interest

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Ciumty, whose nost office address its

nent, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described Ge as follows:

Date of Instrument June 5, 1995

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\$25,000.0D 5.D0Z June 5, 1996

Annual Rate

of Interest

(Non-constalized interest only applies in the case of Farmer Program bans being serviced in accordance with 7 CFR Part 1951 Subjurt S.J

Sumpton 5.1 (The interest rate for funited resource tarm ownership or limited resource operating foots) secured by this instrument may be increased as provided in the tarmers. Home: Administration regulations and the note.) Anythe noise vidences a loanto Bornwer, and the Gosserment, at any time, may assign the note and insure the payment thereof pursuant to the Compiliated Form and Rural Development Act, or Tiple V of the Bossing Act, of 1949 as anended, or any other statutes administered by the Formers Bone: Administration: \*

By the currice's non-Aphintostantion. And it is the purpose and intent of this instrument that, among other things, at all times when the task is held by the Concentricut, or in the event the Concernment should assign this instrument without insurance of the note. This instrument shall secure payment of the note is held by the note is held by an insured holder, this instrument chall not secure payment of the note or attach in the licht condenced thereby, but as to the pade and such debt shall constructe an indomity morigage to secure the Covernment against lass under its insurance contract by reason of any default the Buernseen. note and such accordenation of the such as

(a) the term term of the experiment of any deformed principal and interest or of any interest credit and subject which may be granted to the forward principal and interest or of any interest credit and subject which may be granted to the forward principal and interest or of any interest credit and subject which may be granted to the forward principal and interest or of any interest credit and subject which may be granted to the forward principal and interest or of any interest credit and subject which may be granted to the forward principal (1) 15.C. 3 (1) 1475 (2) 10.T. 1490a, respectively, or any amount due under any Shared Appreciation(Recepture Agreement intered into partuant) (a) 20.S.C. 3 (2011).
And the delit instruments executed at the time of loon eliving constitutes an obligation run the part of the Government tudishorse all funds at the time of loon eliving constitutes an obligation run the part of the Government tudishorse all funds at the time of in multiple adcances, provided the funds are for purposes authorized by the Government in the inter of the State laws involved is committened lakes principal store any intervieting furns or advances by tuber creditions regardless of the principal (1) the State laws involved).
NOW, THEREFORE, (a) at all times, when the note is held by the Government, or in the event the Governbeert should assign this instrument without involvemes of the payment of the note. Use secure principal payment of the note and any renewab and extension therein individual and principal store of the Governbeert against fuct where a success the secure to principal and terms to secure the principal and the store of the optimal and the principal store. It is all times when the note is held by an insurance of under and any renewab and extension therein into advances by any account scenating charmed, therein, including any provision for the payment of all movare or under charmed. The interest is the store of any default by Borrower, and term in any event and at all times t

Tompkins ALL THAT PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HORE ADMINISTRATION dated 7/10/80 and recorded in the Tompkine County Clerk's Office 7/10/80 in Book 430, Page 713. This property is located in the Town of Dryden. County of Tompkins ute of New York

 $j_{il}^*$ being known herein as the former Farmers Home Administration

FmIIA 1927-1 NY (Rev. 11-92)

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4, coal or other minerally, interests, easements, hereostaments and revenues and income thereform, all improvements and personal resof, including, but not limited to, ranges. refrigeration, clother with loan funds, all water, water rights, and water stock pertaining , lease, transfer, correspance, or condemnation of any part thereof. nd profits there revisitly to the i while or i o belonging. I Hached theret sonably necessary to the ed or financed in whole or o Borrower by virtue of a lied "the property": wer's beint, executors, a y ne dryen н сыр reto, and all payments at any time interest therein-all of which are h BORROWER for Borrower's rel

COVENANTS AND AGREES 44 wer's self, B

11) To pay promptly when due any indebtedness to the Government hereby secure gainst any loss under its insurance of payment of the note by reason of any default by Bi holder, Horniwer shall continue to make payments on the note to the Guvernment, as nify a ruwer. At all times when the note is held by an election agent for the holder. 44.00 ent such fees and other charges as may ereafter be required by regulations of the Fa

(2) To pay to the Ge dotinistration. nts of 1/12 of the

nt may at an "nut paid by y at any time pay any other annunts including advances for said by Borrower when due, as well as any costs and espenses rer's account. All such advances shall bear interest at the rate ad not pa

(a) If required by the Government, to make additional monthly payments of preniums and other trhages upon the mongaged premises.
(a) There is no use non-set insured by the Government, the Government may ment of prior and/or junow liens, required hereinto be paid by Borrower and not for the preservation, protection, or enforcement of this lien, as advances for Borrower and not have the highest interest reat.
(b) All advances by the Government, including advances for payment of prior the note; as described by this unstrainent, with interest shall be sumed by the place designated in the latest note and hall be secured hereby, in any order the Government is determined. anic by Bu the Government nd payah ver to the C At shall rej diately da apo uηγ

(6) To use the loan evidenced by the note solely for purposes authrized by the Gover

(i) To us up index to observe in the line way to pay the payers submitted by the sectorman.
(i) To up, when the discover is not not provide a sector of the payers submitted by the sector of the reserved against the property, including all charges guideness that only a sector of the real property doubles (by the line of an experiment) and payers of the real property doubles (by the line of an experiment) and payers of the real property doubles (by the line of the real property including such payment).
(8) To be the property included a comparison of the discover payment without demand receiptives idencing such payments.

policies to the Government. (1) COVENTIAN and make repairs required by the Government; operate the property in a good and make repairs required by the Government; operate the property in a good and bushantiannike manner; coursely and used farm conservation practices and farm and home management plans as the Government form time to time may prescribe and not to abandon the property, or cause or premit waste, lessening or impairment of the security covered bereby, or, without the written conservation property, or cause or premit waste, lessening or impairment of the security covered bereby, or, without the written conservation property, or cause or premit waste, lessening or impairment of the security covered bereby, or, without the written conservation of the Government, our, ermove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be received in ordinary domestic purposes. (10) To comply with all laws, onlinances, and regulations affecting the property. (11) To pay or runnbursy the Government for capenses reasonably necessary or incidental to the protection of the lon and priority hereof and of the note and any supplementary agreement to whether behave or after defaulti, including but not limited to cross of evidence of rule to and survey of the property, costs of recording this and other instruments, atterneys fees, tonue estimated as chereds and of the note graph thereof rule. (12) Fiver, proved a const, and explosites of all other or property, costs of recording this and other instruments, atterneys fees, tonue estimates and the four expension of evidence of rule to and survey of the property, costs of recording this and other instruments, atterneys fees, tonue estimates and the four explositions including address provide the property. (21) Fiver and other instruments, atterneys for a provision here of a supervision fragmations, neither the property on any portion thereof or inferent.

(12) Except as otherwise provided by the Parmers Home Administration regulations, multier the property not any portion thereof or interest therein shall be leaved, assigned, soil, transferred, or encombered soluntarily or otherwise, without the written convention the Government shall have the sole and exclusive rights as mortgagee because, including but not finites in the down to grant or grant consents, partial releases, suborthmations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lifet or any benefits hereof.

Concerning in order materials and exclusive registrat models that can be an endown on motion or power power and exclusive constructions of the intervent in the first power power in the second of the intervent in the first power power in the second of the intervent in the first power power intervention of the intervention of

Received, (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankrujney or declared an insuferent, or make an assignment for the benefit of creditors, the Government, att soption, with or without notice may: (a) declared the entire anisotion paid under the note and any indebtedness to the Government, take passes und immediately due and pay able, (b) for the account of Borrower in neura and pay reasonable expenses for repair or maniferance of and take passes sound it, operate or rent the property, (c) as bolder of this morigage, in any action to forchose it, have a receiver appropried, and (d) enforce any and all other rights and remedies provided berein or by present or luture law.

In thy present or lotting law. (B) The proceeds of force/owne sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions become, (b) any prior tents required by law or a comprised count to be so paid, (c) the dobt evidenced by the note and all indebtedness to the Government secured hereby with interest to the date of sale, (d) inferior there of recover required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's applied, in inferior there of the dobt evidenced by the interest to the date of sale, (d) inferior there of recover required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's applied, in the property, the Government's applied and parchase as a stranger and may pay the Government's share of the purches, be property, the Government will not be bound by any present or fauture faile sale. (d) inferior there or any part of the Government's share of the purches, be crediting such amount on any debts of Borrower awing to or instruct by the Government will not be bound by any present or fauture faile saws. (a) providing for valuation, appraisal, fouries with a definition of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may he for philbiting the condition which bue Government in the Government is under the required by any regulation in procession following any forceframe sale, or (e) prescribing any other statue of builtations, (d) allowing any right of redemption or possession following any forceframe sale, or (e) prescribing any other statue of builtations, (d) allowing any right of redemption or possession following any forceframe sale, or (e) prescribing any other statue of builtations. Buy right of redemption or possession following any forceframe sale, or (e) prescribing any other state or consummate, of descent, dower,

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· ·	seed as an owner-necupied dwelling theres Government's convertion do so (s) or the P	a called "the dwelling") and if Borrower is knower nor anyone authorized to act for Be	ntends to sell or rent the dwelling and orrower will after receipt of a bona fi	d has obtained the ide offer, refuse to		
	f negotiate for the sale or rental of the dwelling era, handle ex, familial status, age or national	g or will otherwise make starvailable or deny al origin, and (h) Borrower recognizes as III	y the dwelling to anyone because of ra- legal and hereby disclaims, and will n	ce, color, religion. witcomply with or		
	attempt to enforce any restrictive covenants (21) Borrower further agrees that the in-	on the dwelling relating to race, color, religi ants) secured by this instrument will be in (	jum, sex, handicap, familial stutus, age default should any loan proceeds be t	or national origin. used for a purpose		
. {	that will contribute to excessive crossin of h explained in 7 CFR Part 1940. Subpart G. L	ighly crodible land or to the conversion of w	e flands to produce an agricultural com	modify, as further		
• .	inconsistent with the express provisions he			1		
	address is destinated in a policy so given in	ent by centified mail, unless otherwise requi in the case of the Government to <b>Bandlax ba</b>	International International Synacuse. New	V Y DYK 15/210, MRC .	•	
	in the case of Horrower to the address show as the past office address shown above).			y will be the same		
	1341 It ans management of this instrument	uch construction conflicts with express pro or application thereof to any person or circu	unstances is held invalid, such involu-	dity with not affect		
1	other provisions or applications of the inst provisions hereof are declared to be several	rument which can be given effect without i ible.	the invalid provision or application, i	and to that end the		
	1251 This more age is also intended to b Futures attached to the above described rea	e a financing statement within the meaning d estate, now owned or hereafter required; a	: of Anicle 9 of the Uniform Comment and crops growing or to be grown on th	rial Code covering in shove-described		
	real cuse. (26) That the mortgagor right to receive such adva	will receive the advances	secured hereby and will fund provisions of Sec	ll hold the		
	the lien law.	1 mortuges being filed to			•	
	<pre>promissory note of \$20,00</pre>	r has bereasing and Barrower's hand(s), and a		vi day		
•••	Blevr June June June June June Jor, 5th Floor, Syra	ty Development in The Gall	leries of Syracuse, 44	l S. Saline St.		
	Sulte 357, 5th Floor, Syra	cúse, NY 13202	•	9 Wa 5		
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•		BETTY 6/	GEOK	- 2,3 -	/ 	
•		ACKNOWLEDGEMENT			1	
-	STATE OR TERRITORY OF NEW Y	(ORK		<b>x</b> 2 <u>5</u> 3		
	COUNTY OF	/		<i>S</i> i		
	On the5 t	day ofJune	r 19 <u>95</u>	before nu carning		
,	Paul E. and Betty	I. Cook				
	to me known to be the individual(s)	described in, and who executed the fo	oregoing instrument, and acknow	ledged to that that		
	theycase	cuted the same for the purposes therein co	mained.	3	ī	
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				Notary Pablic.		
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UDA Feild Form FinHA 1927-1 NY (Rev. 1:1-92)

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## - C (M 1518 06123

UNR 977 and 261.

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#### **REAL ESTATE MORTGAGE FOR NEW YORK**

THIS MORTGAGE Is made and entered into by \_\_\_\_\_ PAUL E. COOK AND RETTY J. COOK

TOHPKINB se post office add leces in re i i da in County, who D. #1, IRISH SETTLEMENT ROAD, DRYDEN, NY 13053 herein called "Bo er." and the United States of

erice, and a series of the ser iny shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the horizes acceleration of the entire indobtedness at the option of the Government upon any default by Borrower, and is describ a follows:

	Principal Amount Plus	Annual Rate	Due Date of Final
Date of Instrument	Non-Capitalized Interest	of Interest	<u>Installment</u>
OCTOBER 6, 1995	\$36.712.14	37	JANUARY 16, 2018
OCTOBER 6, 1995	\$36.890.74	5%	JULY 10, 2020
OCTOBER 6, 1995	\$26,699.56	5%	OCTOBER 6, 2012
OCTOBER 6, 1995	\$43,377.23	5X	OCTOBER 6, 2012
	A" FOR ADDITIONAL NOTES.		

(Non-capitalized increst only applies in the case of Farmer Program is ce with 7 CFR Part 1951 Subport S.1

C

Subpart 5.1 (The interest rule for limited resource farm ownership or limited resource operating (ounts) accured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.) And the note evidences a loan to Bornower, and the Government, at any time, may assign the rule and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act, of 1949 as amended, or any other statutes administered by the Farmers Home Administration: th And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Oovernment, or in the note is the flow an inverted hold, this instrument without insurance of the note or attach to the delive vidence; thereby, but as to the note and such delt shell constitute an indemnity mortgage to secure the Government against loss under its instrument and inverse. And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be

And this Instrument also secures the recapture of any deferred principal and interest or of any interest credit and autojdy which may be not in the Borrower by the Covernment pursuant in 42 U.S.C. §3 1472 (g) or 1490a, respectively, to any annual due under any Shared reciation/Recapture Agreement entered into pursuant to 7 U.S.C. § 2001.

Appreciation/Recapture Agreement entered into pursuant in 7 U.S.C. § 2001. And the debi instruments executed at the time of loan eleming constitutes an obligation on the part of the Convertment to dishurve all funds store line or in multiple advances, provided the funds one for purposes authorized by the Government at the time of loan closing. This philipairoy commitment lakes priority over any intervening liens or advances by other crediturs regardless of the provisions of the State laws invulved: NOW, THEREFORE, (s) at all times when the root is held by the Government, or in the event the Government should assign this insurant without insurance of the payment of the noise, to accure prompt payment of the note and any greewats and extensions thereof and any agreements constance therein, including any provision for the payment of the note and any renewats and extensions thereof and any agreements constance therein, including any provision for the payment of the note and any renewats and extensions thereof and any agreements constance by present of all borrower's agreement herein to indemnify and save harmless the Government against low sources and expenditures made by the Government, with interest, as herein after dewrited, and the performance of every twennet and all advances and expenditures made by the Government, with interest, as herein after dewrited, and the performance of every twennet and all agreement of Borrower consisted herein or in any supplementary agreement. Bornower hereby grants, bargains, sells, conveyt, assigns, mortgages and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

. . 

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TOMPKINS ALL THAT PROPERTY OESCRIBED IN REAL ESTATE MORTGACE GRANTED TO FARMERS HOME ADMINISTRATION DATED JULY 10, 1980 AND RECORDED IN THE TOMPKINS COUNTY CLERK'S OFFICE JULY 10, 1980 IN BOOK 430, PAGE 713. THIS PROPERTY IS LOCATED IN THE TOWN OF DRIDEN, COUNTY OF TOMPKINS.

eing known herein as the former Fermers Home Administration . - FmHA (927-1 NY (Rev. 11-92)

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LUER 977 NOT 262

Cook, Paul E. & Betty J.

BCHEDULE A.

DATE OF INSTRUMENT	PRINCIPAL AMOUNT PLUS	ANNUAL RATE	DUE DATE OF FINAL
	N <u>on-Capitalized interest</u>	<u>of interest</u>	INSTALLMENT
OCTOBER 6, 1995 OCTOBER 6, 1995 OCTOBER 6, 1995 OCTOBER 6, 1995 OCTOBER 6, 1995 OCTOBER 6, 1995	\$94,797.12 \$ 5,760.65 \$132,906.50 \$22,028.13 \$ 4,242.99 \$25,421.23	81 58 51 51 6,51 51	OCTOBER 6, 2017 OCTOBER 6, 2004 OCTOBER 6, 2010 OCTOBER 6, 2010 OCTOBER 6, 2010 OCTOBER 6, 2007 OCTOBER 6, 2010

October σ Aurora R. Val

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•	user 977 DU 265	
	(20) If any part of the loan for which this instruments is given shall be used in finance the purchase, construction or repair of property to be used as an owner-occupied dwelling therein called "the dwelling") and if Borrower intends to self or Renover with a litter receipt of a hown fide offer, refuse to Government's consent in do to all a neither Borrower on anyone authorized to set for Borrower with a litter receipt of a hown fide offer, refuse to negotiate for the sale or renial of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sea, handicup. familial status, age or national origin, and the Borrower reconcreas as illegat and hereby discidens, and will not comply with or attempt to enforce any restrictive or renants on the dwelling retaining to mace, so into dereby discidens, and will not comply with or attempt to enforce any restrictive or renants on the dwelling retaining to mace, so that dwelling. Infulid status, age or national origin, (21) Borrower further agrees that the loan(a) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive envision of highly enabled to the conversion of wetlands to produce an agricultural commodity, as further explored on 7 CTR Part M40, Subpan G, Exhibit M.	
· · · · ·	(22) This instrument shall be subject to the present regulations of the NAXAXXX MARKAMAKAM, and to its future regulations not inconsistent with the express provisions hereof. (23) Notices given hereunder shall be sent by certified null, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice and stren. In the case of the Covernment to Wakawa Alkawa Alkawa Kakawa Resources, New York, 13210, and	
	in the case of Borrower to the address shown in the Farmers Borre Administration Finance Office records (which normally will be the same	
	AND THAT, except to any extent that such construction conflicts with express provisions of this moregage:	
	1. 7 [24] If any provision of this instrument or application formed to any period or circumstances is ne's myains, such availably with the instrument which can be given effect without the invalid provisions or application, and to that end the	
•••	provisions hereof are declared to be severable. (25) This mortgage is also intended to be a financing sustainent within the meaning of Article 9 of the Uniform Commercial Code covering	i
	fialures attached to the above-described real estate, now owned or hereofter required; and errors growing or to be grown un the above-described real estate.	
	(26) THIS MORTGAGE ALSO SECURES ANY EXTENSION. RENEWALS, REAMORTIZATIONS OR RESCRIEDULING OF THE HOTES.	
	3 **Farm Service Agency in The Galleries of Syracuse, 441 South Salina Street, Suite 356, 4 Room 536, Syracuse, N.Y. 13202-2455 IN WITNESS WHEREOF. Borrower has hereunto act Borrower's hand(s) and seal(s) this	
	T IN WITNESS WHEREOF, Borrower has hereunto and Borrower's hand(s) and seal(s) this G T day	
•		1
	in the presence of	
• 	R.U.S.A.L	
	PAUL E. COOK (SEAL)	5
	Setty I Cook (SEAL)	
· .	BETTY J. COOM	
	STATE OR TERRITORY OF HEW YORK	
	COUNTY OF	ł
·.	Con the <u>6th</u> day of <u>October</u> , 19 <u>95</u> , before me, came	ŧ.
	PAUL E. COOK AND BETTY J. COOK	4
	to use known to be the individuulis) described in, and who excepted the foregoing instrument, and acknowledged to me that	3
	THEY executed the same for the purposes therein contained.	
	nour ? Artis	-
	Recorded on the 10+h Day Public.	1
·· •. •.	Home Barries at How Yes at October 1995 at 3.01	4
l	(SEAL) By Commission Barton - 978/97. o'clock PM. in Liber	1. A.
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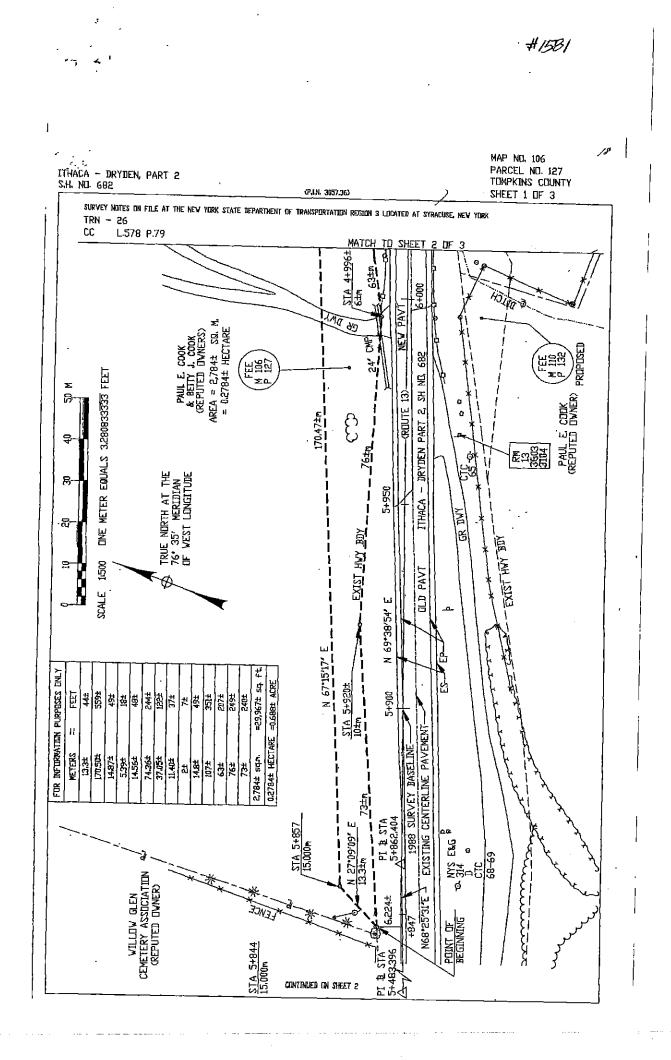
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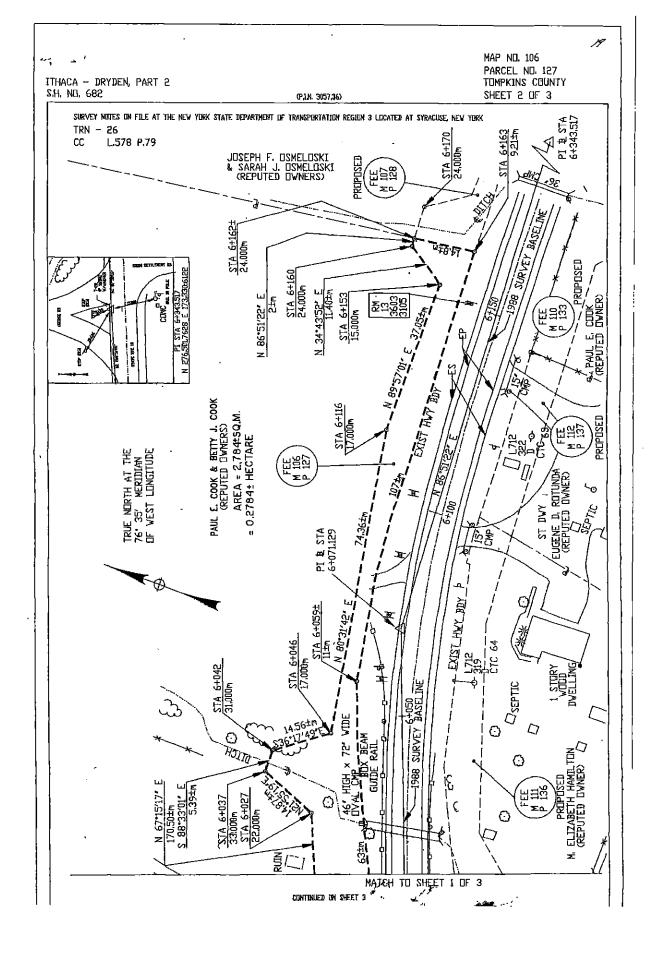
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APPROPI	TATION OF PROPERTY BY THE P	EOPLE OF THE STATE OF N	File #1591
ROJECT:	MAP NOS.	PARCEL NOS.	PIN 3057.36.201
H 682 HACA-DRYDEN, PART 2 N : 305735	106	127	PROCEEDING 11536
N : 305735 ROC: 11563 DMPKINS COUNTY OWN OF DRYDEN	(-1625)		
TON	ICE OF APPROPRI	ATION	
Pursuant to the statute set O;	•		
2. THE UNITED STATES OF AMERICA 3 NEW YORK STATE ELECTRIC & GA		CA, NY 14850	
4. 5.			
6 7. 8			
haps of property; end that on here wes filed in the office of itueted, a copy of such of au	the solution of the county, the clerk of the county, ch meps.	ned copy of eech of ペック <b>19</b> どう in which such prop	tne ebove designated erty is
he office of the Department of here wes filed in the office of itueted, e copy of each of eu TAKE FURTHER NO int forth in suid maps vested such filing in the office of sak	ch maps. TICE that title to the prior in The People of the Ste	onertir Basaments i	nterests or rights
itueted, e copy of each of eu TAKE FURTHER NO et forth in seid maps vested	ch maps. OTICE that title to the pro- in The People of the Ste I county clerk. COMMISSI	onertir Basaments i	nteresta or rights 1 RTATION
itueted, e copy of Bach of eu TAKE FURTHER NG Bet forth In seid maps vested such filing in the office of sak <b>Dated:</b> O3- (c.5-/49	ch maps. OTICE that title to the pro- in The People of the Ste I county clerk. COMMISSI	ONER OF TRANSPO STATE OF NEW YOR STATE OF NEW YOF	nteresta or rights 1 RTATION





		MAP NI. 106
aca – Dryden Road, part 2 No. 682 🔹	(P.1.N. 3037.36)	PARCEL NJ. 127 TOMPKINS COUNTY SHEET 3 OF 3
RETERINE MANGER MANAGER STREET CONTRACT OF MANAGER MANAGER MANAGER MANAGER STREET WALL AND THE MANAGER	HILL BLOCK HILL B	HP         HP<
to be acquired in fae.	Nap No. 38, Block No. 1, Parcel No. 31, ar and last revised Narch 1, 1996. All of P and is located in the Town of Dryden C	the accampanying map. Parcel No. 127 being nd being 2.784± Sq. H. = 112784± Hectare, nore wroll No. 127 is being aquired for the Ithaca - ounty of Tampkins, State of New York, and is he proposed reconstruction of the Ithaca - Dryden, e New York State Department of Transportation
Beginning at Sta, 5+483.396) Thence N 68°25'31' Thence N 69°30'54' Thence N 86'51'32' All bearings referred to True North at the 7	E to Sta 6+07.1129 E to Sta 6+343.517 6° 35' Meridian of Vest Longitude.	
I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND IS NECESSARY FOR THIS PROJECT, AND THE ACOUNTION THEREFORE IS RECOMPENDED. DATE	NAMPED ADDVE	UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY HAP DEARING A LUENED SURVEYINGS SEAL US A VIDLATION OF SECTION 7209 SUBDIVISION 2, OF THE NEW YORK STATE DOLATION LAW. HETERY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND HAP HADE FROM AN ACCURATE SURVEY, PREPARED UNDER AND HAP HADE FROM AN ACCURATE SURVEY, PREPARED UNDER AT DIRECTION. DATE
NEW YORK	STATE DEPARTMENT OF TRA ND MAP FOR THE ACQUISITIO	ANSPERTATION
Hap No. 106 Parcel No. 127	ITHACA - DRYDEN ROAD, PART ( S.H. NO. 682 TOMPKINS COUNTY PAUL E. COOK & BETTY J. COOK (REPUTED DWNERS)	2 Total Area = 2,784± Sq. M. or 0.2784± Hecture
description and map of property vhich the c people of the state of nev york in fee, for pur highway law and the entnent domain procedure lay	dses connected vith the highway system of	ary to be acquired by appropriation in the name of the - The state of NeV York pursuant to section 30 of the
PURSUANT TO STATUTE SET FORTH ADDVE AND TO DESCRIPTION AND HAP ARE HEREDY DIFFICIALLY APPROV DIFFICE OF THE DEPARTMENT OF TRANSPORTATION.	he authority delegated to he by deficial o	THE UNITED STATES OF AMERICA, IN OR TO SAID PROPERTY. POER OF THE COMMISSIONER OF TRANSPORTATION, THE ADDVE PARTICLE THE PART HEREBY INFICIALLY FILED IN THE CALLER OF THE PART HEREBY INFICIALLY FILED IN THE
DATE <u><u><u>decented</u></u> 1998 I have compared the foregoing copy of th of transportation and I do hereby certify t</u>	e description and hap with the driginal th He same to be a true and correct copy of A	RIS, DIRECTOR, REAL ESTATE DIVISION ERECT, AS FILED IN THE OFFICE OF THE DEPARTMENT SUD-DIVISIONAL AND THE VHOLE THEREOF. EALL A COMMAND AND THE VHOLE THEREOF.

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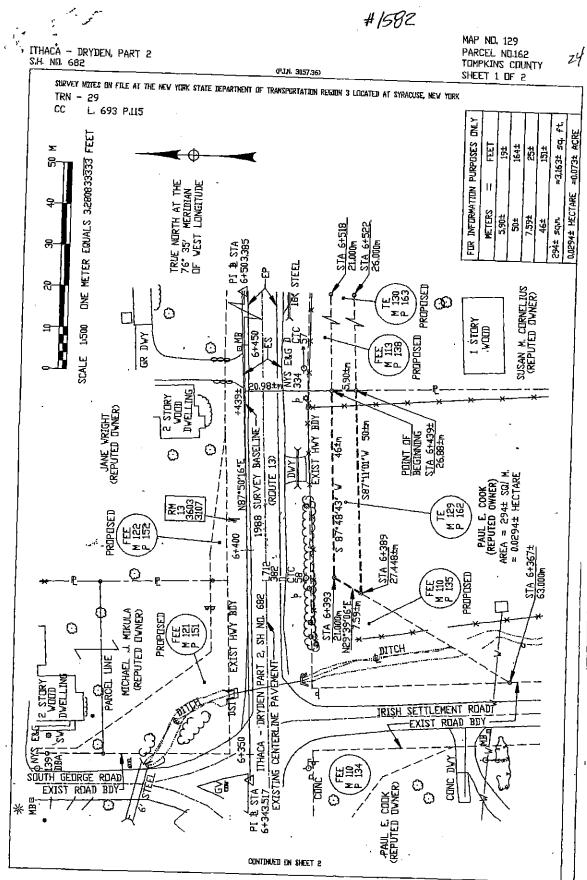
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	ROV/ 91-R1	NEW Y	ORK STATE	DEPARTMENT OF TR		
ł	SECTION	M	REAL	ESTATE DIVISION	File#1582	
		APPROPRIATION	OF PROPERTY	BY THE PEOPLE OF THE S	TATE OF NEW YORK	
	PROJECT-	ITHACA-ORYDEN, PART 2,	S.H. <u>682</u>	1690	PIN 3057.36.201 PROCEEDING 11563	1 .
	COUNTY:	TOMPKINS	MAP NO	DIS) 110, 129	INCOLDENCE ATTO	• •
	TOWN.	DRYDEN	PARCEL	NO(5) 132 133 135. 1	62	
			NOTICE	OF APPROPRIATION		
		Pursuant to the statute set	forsh in the eboy	ve mape		:
	To					•
	1	KEITH 5 MeINTOSH, 16968				1
		KEY BANK OF NEW YORK, 7			2	۲
		PAUL E COOK, 114 Insh Se NEW YORK STATE ELECTRI			ined. Ithace NY 14851	t
					Street Extension, Johnstown, NY 12095	5.
	6			IOMIC AND COMMUNITY	DEVELOPMENT ADMINISTRATION, 903	3
		Hanshew Rd , Itheca, NY 14				
		NEW YORK TELEPHONE CO AMERICAN TELEPHONE AND		:O.		
				_		
					he office of the Department of Transport	
					designated maps of property; and that of a county is which such property is situal	
		י <u>א און איז איז איז איז א</u> יזי me opy of each of such mapa.	te was med in f	ne omce of the clerk of th	a contra la mujer such property le Bitte	160, 8
		WE FURTHER NOTICE that title to of New York upon such fill			hts set forth in said meps vested in The P	reopia
	1		•	-		
					ER OF TRANSPORTATION	
				ET DETRESTA	TEOFNEWYORK	
	Dated, (2)	>10:199		By		
		- / 6 - / 7 /			Real Estate Division	
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Recorded on the 5 Day of fr(1) 19(1) at 213 o'et xh. P. M. in Lither Sa. R. of 1) (LCCS \_ at 5 or 50) at 2 comments Unrers R. Valente



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25 MAP ND, 129 \* PARCEL ND. 162 ITHACA-DRYDEN, PART 2 S.H. ND. 682 TOMPKINS COUNTY (P.I.N. 3057.36) SHEET 2 DF 2 SED sav hark ir Stop stol 616.7) (118977) SAU AZ 857'50'16 A7 266'51'22 STATE RIV 13 STATE RIE 13 °₁ CIINC, × CIINC MAIL 14 POLE 3 PI STA 6+343,517 N 276,501.7628 E 173,330.6122 PL STA 6+503.385 N 276,507.7948 E 173,490.3673 \*NOTE: ALL TIES ARE MEASURED PLUMB AND IN METERS, TIES NOT TO SCALE TEMPORARY EASEMENT FOR WORK AREA A Temporary Easement to be exercised in, and over the property above delineated for the purpase of a work area in connection with reconstruction of the highway and appurtenances, for use and exercisable during the reconstruction of the highway and terminating upon the approval of the canpieted work, unless samer terminated if deexed na longer necessary far highway purpases and released by the Commissioner of Transportatian. Such easement small be exercised in and to all that piece or parcel of property herein designated as Parcel Na. 162, situated in Lot No. 47, being a portion of Tax Nap No. 47, Biock No. 1, Parcel No. 132, said Tax Nap being dated Nay 31, 1965 and last revised Narch I, 1996, All of Parcel No. 162 is being acquired for the Ithaca - Dryden, Part 2, State Highway No. 682 and is located in the Town of Dryden, County of Tompkins, State of Nev York, as shown an the accampanying wap and be 294± Sq. M. = D0294± Hectare, mare or less, all of which is to be acquired as a Temporary Easement. Reserving, hawever, to the owner of any right title or interest in and to the property depicted abave, and such awner's successors or assigns, the right of using said property and such use shall nat be further limited or restricted under this easenent beyand that which is necessary to effectuate its purpose for, and as established by the reconstruction and as so reconstructed the maintenance, of the herein identified project. The survey baseline shown an this map is a portian of the 1999 survey baseline far the propased reconstruction of the Ithaca – Dryden, Part 2, State Highway No. 682, as shown on a map and plan on file in the affice af the New York State Department of Transportation and described as follows: Beginning at Sta. 6+343.517; Thence N 87'50'16' E to Sta 6+503.385 "UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY HAP DEARING A LICENSED SURVEYORS SEAL IS A VIDLATION OF SECTION 7209 SUBDIVISION 2, OF THE NEW YORK\_STATE EDUCATION LAW." All bearings referred to True North at the 76° 35' Meridian of Vest Langitude. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE Is necessary for this project, and the acquisition Therefore is recommended, HEREBY CERTIFY ACCURATE DESCRIPTION DATE September 1996 te Richard a. Lucas RICHARD & LUCAS, P.E., REGIUNAL DESIGN ENGINEER For The Regional Director of Transportation Region N. 3 ROBERT C. VISITE Land Surveyor, LaFave White & McGivern PC PLS. License No. 41022 NEW YORK STATE DEPARTMENT OF TRANSPORTATION DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY ITHACA-DRYDEN, PART 2 S.H. ND. 682 Tompkins County Total Area = 294t Sa H No. 129 nr 0.0294± Hertore Parcel No. 162 PAUL E. COOK (REPUTED DWNER) DESCRIPTION AND KAP OF PROPERTY IN AND TO WHICH AN EASEMENT AS HEREINABOVE DEFINED, IS DEEMED NECESSARY BY THE CONNESSIONER OF TRANSPORTATION To be accurated by appropriation on the name of the people of the state of new tork for purposes connected with the highway system of the state of New York pursuant to section 30 of the Nighway law and the eniment domain procedure law. THERE IS EXCEPTED FROM THIS APPROPRIATION ALL THE RIGHT, TITLE AND INTEREST, IF ANY, OF THE UNITED STATES OF AMERICA, IN OR TO SAID PROPERTY. PURSUANT TO STATUTE SET FORTH ABOVE AND THE AUTIORITY DELEGATED TO BE BY DEFICIAL ORDER OF THE COMMISSIONER OF TRANSPORTATION. THE ADOVE DESCRIPTION AND MAP ARE HEREBY DEFICIALLY APPROVED, AND SAID DESCRIPTION AND THE DRIGINAL TRACING OF THIS MAP ARE HEREDY OFFICIALLY FILED IN THE DEFICE OF THE DEPARTMENT OF TRANSPORTATION. FIGLAL DRUCE OF THE COMMISSIONER OF TRANSPORTATION, THE ADDVE RIGINAL TRACING OF THIS HOP ARE HEREBY OFFICIALLY FILED IN THE June 18, \_ 199**B** DATE \_ BALE \_\_\_\_\_\_R J. MORRIS, DIRECTUR, REAL ESTATE DEVICIONANT I HAVE COMPARED THE FOREGOING COPY OF THE DESCRIPTION AND MAP WITH THE DIRIGINAL THEREOF, AS FILED IN THE DEFICE OF THE DEPARTMENT TRANSPORTATION AND I DO HEREDY CERTIFY THE SAME TO BE A TRUE AND CORRECT COPY OF PAD ORIGINAL AND THE WALLE THEREOF. Œ REAL ESTATE DIVISION

01721 INTR 641 PAGE 51

 NEW YORK STATE DEPARTMENT OF TRANSPORTATION
 ORIGINAL

 (SECTION A)
 F2V2 #1/381

 APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

 PROJECT:
 MAP NOS.

 SH 682
 108

 108
 127

SH 682 ITHACA-ORYDEN, PART 2 PIN : 305736 PROC: 11563 TOMPKINS COUNTY TOWN OF DRYDEN

> 7 8

## NOTICE OF APPROPRIATION

Pursuant to the statuta set forth in the ebove maps

I PALL & COOK AND REITY J COOK JJA MISH SETTLEMENT RD. DRYDEN, NY 13083 2 THE UNITED STATES OF AMERICA USDA 900 HANSHAW RD., IYHACA, NY 14860 3 NEW YORK STATE ELECTRIC & DAS CORP. ITHACA DRYDEN RD., ITHACA, NY 14861

TAKE NOTICE that on the 9TH day of DECEMBER 1998, there was liked in the olice of the Dopartment of Transportation a certified copy of each of the above designeted maps of property; and that on the 57K day of Advancy 1977 there was filed in the olice of the clork of the county, in which such property is situated, a copy of each of such maps.

TAKE FURTHER NOTICE that tille to the property, easements, Interests or rights set forth in said maps vested in The Paople of the State of New York upon euch filing in the office of aeid county clark.

Dated: -2/05/19

COMMISSIONER OF TRANSPORTATION OF THE STATE OF NEW YORK

(Section 2)		
new york	STATE DEPARTMENT OF TRANSPORTATION REAL ESTATE DIVISION	
APPROPRIATION OF P	ROPERTY BY THE PEOPLE OF THE STATE OF NEW YOU	KK (
PROJECTL	MAP NOS PARCEL NOS.	
3057.35.201 S.H. 582 Ithaca-Dryden, part 2	106 127	
AFFID	AVIT OF SERVICE BY CERTIFIED MAIL	
State of New York ) County of NGNDAGA ) S	5.	
Margaret A. Budd		thet be/she is
over sighteen years of age and res	ides at 413c Kings Park Drive Extension. Live	erpool. New Yor:
the he/she made service on Paul E.	Cook	*
a condemnse in the captioned matte	r, of a copy of the attached notice of approp	priation and a
copy of each of the maps referred	to therein by depositing a true copy thersof	, properly
	pper, certified mail, in the letter box of t	
	1 Servica. or by delivering said asslad, pos	
CASTORA OF THE ANTION STREAM LODES		
-	mployee of the United States Postal Service	in said Post
certified mail, to an authorized e	mployee of the United States Postal Service	
certified mail, to an authorized e Office, who took custody thereof,	on the 17th day of Fabrian , 1999	AN/OION AN/PH
certified mail, to an authorized e office, who took custody thereof, directed to condemnes at the addre		AND ANTON
certified mail, to an authorized e office, who took custody thereof, directed to condemnes at the addre purpose as follows	on the <u>17K</u> day of <u>February</u> , 1999 as theretofore designated by seid condemnes	AN/OION AN/PH
certified mail, to an authorized e Office, who took custody thereof, directed to condemnes at the addre	on the <u>17K</u> day of <u>February</u> , 1999 as theretofore designated by seid condemnes	at <u>/0:09</u> AM/ <del>PM</del> for that

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ROW 91-R1a (8/96) (Section E)

### 100 641 Ma 51

# NEW YORK STATE DEPARTMENT OF TRANSPORTATION Real Estate Division

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:	MAP NOS.	PARCEL NOS.
3057.36.201	106	127

ITHACA-DRYDEN. PART 2

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York County of \_\_\_\_ONONDAGA ) ) 55.

, being duly sworn, deposes end seys: that he/she ie Paraares A. Budd over eighteen years of age and resides at 413e Kings Park Drive Extension. Liverpool. New Yor: the he/she made service on Betty J. Cook a condemnee in the captioned matter, of a copy of the attached notice of appropriation and a copy of each of the maps referred to therein by depositing e true copy thermof, properly enclosed in e mealed, postpaid wrapper, certified mail, in the letter box of the <u>Syracuse</u> post office in \_\_\_\_\_ Syracuse custody of the United States Postal Service, or by delivering said seeled, postpaid wrapper, certified mail, to en euthorized employee of the United States Postal Service in cerd Poat Office, who took custody thereof, on the 17th day of February . 1999 ev 0: 00 M/M directed to condemnee at the address theretofore designeted by said condemnee for that purpose as follows

Norry Public. State

1	ROW 91-R1a (0/96) [15][ (Section 2)	841 PAGE 54					
			S DEPARTMENT OF TRAN BAL ESTATE DIVISION	SPORTATION			
ł	APPROP	RIATION OF PROPERT	TY BY THE PEOPLE OF	THE STATE OF NEW YORK			
ł	PROJECT1	-	MAP NOS	PARCEL NOS			
1	3057.36.201 5.1. 682 Ithaca-Dryden, fart	2	104	127			
		APPIDAVIT (	F SERVICE BY CERTI	TED MAIL			
	State of New York County ofONONDAGA	) ) \$9.					
;	Margarat A. Budd	<u></u>	, being duly aworn,	deposes and says: that he/she is			
ţ	over eighteen years of age and resides at 413c Kings Park Drive Extension, Liverpool, New Yor;						
i	the be/she made service on <u>The United States Of America Usda</u>						
1	a condemnsa in the ceptioned matter, of a copy of the attached notice of appropriation and a						
•	copy of each of the may	pe referred to the	rain by depositing	a true copy thermof, properly			
	enclosed in a scaled,	postpaid wrapper,	certified mail, in	the latter box of the <u>Syracuse</u> .			
	post office in	Syracuse	, New York a depo	mitory under the exclusive care and			
÷	oustody of the United :	States Postal Serv	ice, or by deliveri	ng said sealed, postpaid wrapper,			
1	certified mail, to an a	authorized employe	e of the United Sta	tes Postal Service in said Post			
;	Office, who took custo	dy thereof, on the	Myth day of	churry , 1999 at 10; cs AM/MI,	-		
i I	diracted to condemnee at the address theretofore designated by said condemnee for that						
-	purpose as follows						
;	203 Hanshav Road, Itahca, Nov York 14850						
:	Sworn to before me this			good Budd			
Į	Con Con		, KONOPELSKI ( 1 pře State of Now York	· · · · · · · · · · · · · · · · · · ·			
ł	Hodayy Public, State of		n Onunidage County-	· · · ·			
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ROW 91-R1a (8/96) (Section E)		
NEW YORK	STATE DEPARTMENT OF TRAN REAL ESTATE OIVISION	Sportation
APPROPRIATION OF PR	OPERTY BY THE PEOPLE OF	THE STATE OF NEW YORK
PROJECT:	MAP NOS.	PARCEL NOS.
3057.36.201 S.H 682 Ithaca-dryden, part 2	106	127
AFFIDA	VIT OF SERVICE BY CERTIF	IED MAIL
State of New York ) County of <u>ONONDAGA</u> ) 55		
Margarat A Budd	, being duly avorn,	deposes and says: that he/she is
over eightmen years of age and rest.	des at <u>413s Kings Park D</u>	rive Extension, Livervool, New Yor
the he/she made service on <u>New York</u>	State Electric & Gas Co	rogration
a condemnes in the captioned matter	, of a copy of the attack	hed notice of appropriation and a
copy of each of the maps referred to	o therein by depositing a	true copy thereof, properly
enclosed in a sealed. postpaid wrap	per, certified mail, in t	the letter box of the <u>Syracuse</u>
post office inSvracuse	, New York a depoi	sitory under the axclusive cara an
custody of the United States Postal	Service, or by delivering	ng aaid sealad, postpaid wrapper,
certified mail, to an authorized em		
Office, who took custody thereof, or	n the <u>12th</u> day of <u>F</u>	- Breener , 1999 at BIDY AM/M
directed to condemnes at the address	s theretofora designated	by said condemnee for that
purpose as follows		
Artention: Sheila Cafferillo, Mana	ger. Support Services. It	
of Februare, 1999. JAM	Ay ES E. KONOPELSKI Public in the State of Now York pointed in Disordogs County Secon express August 31.	your Bull
	[	Tomphins County, 15.
	Rec of o'cl	arded on the $24$ Day rcb 1999 $m 1 - 22nck P M_{*} in Liber 711$
	lo	and examined.
	a	crora R. Valenti

ROW 91-R) (SECTION .)	W (1965	ORK STATE DEPARTMENT OF TRANSPOR REAL ESTATE OIVISION OF PROPERTY BY THE PEOPLE OF THE STATE OF	tisir 841 page 231
PROJECT:	THACA-DRYDEN. PART 2.		PIN 3057.36.201 PROCEEDING 11563
COUNTY: TOWN:	Tompkins Dryden	MAP NO(S)+ <u>110, 129</u> PARCEL NO(S): <u>132, 133, 135, 162</u>	
		NOTICE OF APPROPRIATION	

#### Pursuant to the statute set forth in the above maps

TAKE FURTHER NOTICE that tribe to the property, assements, interests or notice set forth in sold maps vasted in The People of the State of New York upon such filling in the office of sold country field or notice set forth in sold maps vasted in The People () COMMISSIONER OF TRANSPORTATION

Deted: 0.2/05/29

By: \_\_\_\_\_ Director, Real Estate Oivision

16ER 841 MAL 232	
OW 91-R1= (8/95) (Saction E)	• •
NEW YO	RK STATE DEPARTMENT OF TRANSPORTATION Real estate division
APPROPRIATION OF	PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK
PROJECT:	MAP NOS. PARCEL NOS.
3057.36.201 S.H. 692 Ithaca-dryden, part 2	110, 129 132, 133, 135,
Arr	IDAVIT OF SERVICE BY CERTIFIED MAIL
tats of New York ) Dunty of	\$9.
Argaret A. Budd	, being duly sworn, deposes and says: that he/she is
ver aighteen ymera of age and r	seides at <u>411s Kings Park Drive Extension, Liverpool, New Yor</u> :
ha ha/she made service on <u>Keith</u>	S. Mcintosh,
condemnes in the captioned math	ter, of a copy of the attached notice of appropriation and a
opy of each of the maps referred	d to therein by depositing a true copy thereof, properly
nclosed in a sealed, postpeid w	rapper, cartified mail, in the letter box of the <u>Syracuse</u> .
et office inSyracuse	, New York a depository under the exclusive care and
istody of the United States Poel	tel Service, or by delivering said sealad, postpaid wrapper,
	tal Servica, or by delivering said sealad, postpaid wrapper, employee of the United States Postal Service in said Post
ertified mail, to an authorized	
ertified mail, to an authorized ffice, who took custody thereof,	employee of the United States Fostal Service in said Fost
ertified mail, to an authorized ffice, who took custody thereof,	amployee of the United States Fostal Service in said Fost , on the <u>1714</u> day of <u>February</u> , 1999 at 10:00 AM/777
ertified mail, to an authorized ffice, who took custody thereof, frected to condennes at the add arpose as follows	employee of the United States Fostal Service in eaid Fost , on the <u>17H</u> day of <u>February</u> , 1999 st <u>10:00</u> MM/ <del>SM</del> cees theretofore designated by eaid condemnee for that
ertified mail, to an authorized ffice, who took custody thereof, frected to condennes at the add arpose as follows	employee of the United States Fostal Service in eaid Fost , on the <u>17H</u> day of <u>February</u> , 1999 st <u>10:00</u> MM/ <del>SM</del> cees theretofore designated by eaid condemnee for that
ertified mail, to an authorized ffice, who took custody thereof, irected to condemnes at the add urpose as follows 5959 Passage South, Jupiter, Pic worp to before ma this 18 Control before ma this 18 Control before ma this 18 Control before ma this 1999. J	employee of the United States Fostal Service in eaid Fost , on the <u>1714</u> day of <u>february</u> , 1999 at <u>derec</u> MM/ <del>779</del> , rees theretofore designated by eaid condemnee for that orida <u>33477</u> day <u>Margaul Budd</u> AMES E KONOPELSKI mar Addic in the State of New York
ertified mail, to an authorized ffice, who took custody thereof, lrected to condemnes at the add arpose as followe SS68 Passage South, Jupiter, Pic worning before mathis // . 1939. J 	employee of the United States Fostal Service in eaid Fost , on the <u>17H</u> day of <u>February</u> , 1999 st <u>le: w</u> M/ <del>7H</del> , rees theretofore designated by eaid condemnee for that <u>orida 33477</u> 
ertified mail, to an authorized ffice, who took custody thereof, lrected to condemnes at the add arpose as followe SS68 Passage South, Jupiter, Pic worning before mathis // . 1939. J 	employee of the United States Fostal Service in eaid Fost , on the <u>1714</u> day of <u>february</u> , 1999 at <u>derec</u> MM/ <del>779</del> , rees theretofore designated by eaid condemnee for that orida <u>33477</u> day <u>Margaul Budd</u> AMES E KONOPELSKI mar Addic in the State of New York
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ertified mail, to an authorized ffice, who took custody thereof, lrected to condemnes at the add arpose as followe SS68 Passage South, Jupiter, Pic worning before mathis // . 1939. J 	amployee of the United States Fostal Service in eaid Fost on the <u>1711</u> day of <u>February</u> , 1999 at <u>1000</u> MM/ <del>771</del> rees theretofore designated by eaid condemnee for that pride <u>33477</u> day <u>Margaret Bondol</u> AMES E KONOPELSKI pray Now York Appointed m Onnoting County G Commission expires August 31. <u>7</u> G
ertified mail, to an authorized ffice, who took custody thereof, lrected to condemnes at the add arpose as followe SS68 Passage South, Jupiter, Pic worning before mathis // . 1939. J 	amployee of the United States Fostal Service in eaid Fost on the <u>1711</u> day of <u>February</u> , 1999 at <u>1000</u> MM/ <del>771</del> rees theretofore designated by eaid condemnee for that pride <u>33477</u> day <u>Margaret Bondol</u> AMES E KONOPELSKI pray Now York Appointed m Onnoting County G Commission expires August 31. <u>7</u> G
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ertified mail, to an authorized ffice, who took custody thereof, lrected to condemnes at the add arpose as followe SS68 Passage South, Jupiter, Pic worning before mathis // . 1939. J 	amployee of the United States Fostal Service in eaid Fost on the <u>1711</u> day of <u>February</u> , 1999 at <u>1000</u> MM/ <del>771</del> rees theretofore designated by eaid condemnee for that pride <u>33477</u> day <u>Margaret Bondol</u> AMES E KONOPELSKI pray Now York Appointed m Onnoting County G Commission expires August 31. <u>7</u> G
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RON 91-R14 (8/95)		litte 841 mar 233
(Section 2) NEW YDR	K STATE DEPARTMENT OF TRANSPOR REAL ESTATE DIVISION	TATION
APPROPRIATION OF	PROPERTY BY THE PEOPLE OF THE	STATE OF NEW YORK
PROJECT:	MAP NOS.	PARCEL NOS
3057.16.201 8-8. 682 Ithaca-dryden, part 3	110, 139	132, 111, 135,
AFFI	DAVIT OF SERVICE BY CERTIFIED	MAIL
State of New York ) County of <u>ONONDAGA</u> )	53 ,	
Margaret A. Budd	, baing duly evorn, dep	oeea and aaya: that he/sha is
over eighteen years of age and rea	eides at <u>413e Kings Park Driv</u> s	Batension, Liverpool, New Yor,
the ha/sha mada service on <u>Key Ba</u>	nk Of New York	
a condemnee in the ceptioned matte	ar, of a copy of the attached	notica of appropriation and a
copy of each of the maps referred	to therein by depositing a tr	ue copy thereof, properly
enclosed in a sealed, postpaid wr:	apper, certified mail, in the	letter box of the <u>Synacuse</u> .
post office inSyracuse	, New York a deposito	ry under the axclusive cars and
custody of the United States Posts	al Service, or by delivering a	aid sealed, postpaid wrappar,
certified mail, to an authorized a	employee of the United States	Postal Service in said Post
Office, who took custody thereof,	on the 17th day of Fels	1999 at 10; 00 M/PM
directed to condemnee at the addre		0

Bod.

purposa as follows

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201 S. Marren Street. Syracuse. New York 13202 Sworn to before me this (+2A day Margaul of Concerned in 1999. JAMES E. KONOPELSKI Non Concerned New York Appunded in Condese County of Nordry Public, State of New York Appunded in Condese County of Constituent express Appund 31, \_\_\_\_

· AND 24. A logt for the standard conversion	•		
Hith 841 May 234 Roy 91-R1a (8/55)			
(Section T) NEW YORK	STATE DEPARTMENT OF TRA	BPORTATION	
	REAL ESTATE DIVISION		
APPROPRIATION OF P	ROPERTY BY THE PROPLE OF	THE STATE OF NEW YORK	
PROJECTI	MAP NOS.	PARCEL NOS	
2057,26.201 5,8. 692 Ithaca-Dryden, Part 3	110, 129	132, 133, 125,	
APERO	AVIT OF SERVICE BY CERTIN	TED MAIL	
State of New York } County of S:	s.		
Margaret A. Budd	, being duly sworn.	deposes and says: that he/sh	- 14
over eighteen years of ege and res	ides et <u>413e Kings</u> Park I	rive Extension, Liverpool, Net	¥Yo
the he/she made service on Paul E.			
a condemnee in the captioned matter		thed votice of appropriation a	
-			
copy of each of the maps referred t		· · · · · ·	
enclosed in a scaled, postpaid wrej			
post office inSvracuse	, New York a depu	boitory under the exclusive ce	To 3
post office in <u>Synamise</u> custody of the United States Foste			
	l Service, or by deliver:	ng said seeled, postpaid wropp	par,
custody of the United States Posta	l Service, or by deliver: mployee of the United Sta	ing sold seeled, postpeid wropp the Postal Service in seld Pos	par, et
custody of the United States Posta cartified mail, to an authorized a	l Service, or by deliver: mployee of the United Ste on the <u>1776</u> day of	ng soid seeled, postpaid wropp the Postel Service in said Po Filmony, 1999 at <u>10:00</u>	par, et
custody of the United States Posta certified mail, to an authorized an Offica, who took custody thereof, a	l Service, or by deliver: mployee of the United Ste on the <u>1776</u> day of	ng soid seeled, postpaid wropp the Postel Service in said Po Filmony, 1999 at <u>10:00</u>	par, et
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custody of the United States Postal cartified mail, to an Authorized an Offica, who took custody thereof, a directed to Condamnee at the eddres purpose as follows 114 Irich Sattlement Road, Dryden, 10 th	1 Service, or by deliver; mployee of the United Sto on the <u>1776</u> day of se theretofore designets; New York 13053	ing sold sealed, postpeid wropp itse Postel Service in seld Po <u>Filmon</u> , 1999 et <u>ford</u> I by seld condemnse for thet	par, et
custody of the United States Postal cartified mail, to an authorized an Offica, who took custody thereof, a directed to condamnee at the eddrau purpose as follows 114 Irish Sattlement Road, Dryden, Sworn to before me this 18th of Contact, 1999. JAN March Element Note Note Note	I Service, or by deliver: mployee of the United Sto on the <u>1776</u> day of as theretofore designeted <u>New York 1305</u> day MES E KONOPELSKI when the Stand New York	ng soid seeled, postpaid wropp the Postel Service in said Po Filmony, 1999 at <u>10:00</u>	par, et
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litek 841 met 235 ROW 91-R10 (8/96) (Section 8) NEW YORK STATE DEPARTMENT OF TRANSPORTATION REAL ESTATE DIVISION

APPROPRIATION OF	PROPERTY BY THE PEOPLE OF	The state of New York
PROJECT:	EON GAM	PARCEL NOS.
1057.16.201 S.H. 682 Ithaca-Dryden, part 2	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York County of <u>ONONDAGA</u> ) ) 99.

, being duly eworn, deposes and says: that he/she is Margaret A. Budd over eighteen years of ege end reeides at 413e Kings Fark Drive Extension, Liverpool, New Yor; the he/she made eervice on New York State Electric & Gas Corporation. a condamnee in the captioned matter, of a copy of the attached notice of appropriation and a copy of each of the maps referred to therein by depositing a true copy thereof, properly enclosed in a cosled, postpaid wrapper, certified mail, in the letter box of the <u>Syraguan</u>. poet office in \_\_\_\_\_\_ Syracupe \_\_\_\_\_, New York a depository under the exclusive care and custody of the United States Poetal Service, or by delivering said easled, poetpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in eaid Post Office, who took custody thereof, on the 17th day of the many, 1999 at 10:00 M/one diracted to condemnee at the address theretofore designated by seid condemnee for that purpose as follows

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Attention: Sheila Cafferillo, Manager, Support Services, Ithaca-drvden Road.. Sworp-to, before me this 15th day Muyout four of furning, 1993. JAMES E. KONOPELSKI Muput Bold 1999. JAMES E KONOPELSKI Hotery Public, State of New York Conunteron source August 31. \_\_\_\_

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ca, who took custody thereof, on the $\underline{/}$	776	February, 1999 at 10: 10 AM/TH.
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#### NEW YORK STATE DEPARTMENT OF TRANSPORTATION REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:	MAP NOS.	PARCEL NOS.
3057.36.201 S.R, 682 ITKACA-DRYDEN, FART 2	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York ) County of <u>ONONDAGA</u>) SS.

ROW 91-Ria (8/96) (Section E)

<u>Margaret A. Bud</u>, being duly sworn, deposes and eava; that he/she is over eighteen years of age and resides at <u>413e</u>, <u>Kings Park Drive Extension</u>, <u>Liverpool</u>. <u>New Yor</u>; the he/she made service on <u>United States Of America Rural Economic And Community</u>, a condemnee in the captioned matter, of a copy of the attached notice of appropriation and a copy of each of the maps referred to therein by depositing a true copy thereof, properly enclosed in a sealed, postpaid wrapper, certified mail, in the letter box of the <u>Syracuse</u>, post office in <u>Syracuse</u>, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said acaled, postpaid wrappar, certified mail, to an authorized employee of the United States Postal Service in asid Post Office, who took custody thereof, on the <u>1975</u> day of <u>Falmony</u>, 1999 at <u>0:00</u> AM/DMdirected to Condemnee at the address theretofore designeted by said condemnee for that purpose as follows

Sworm to before me this 1000 day Development Adminstration. 14850 Margarah Bald Ŭ

Notary Public, State of Haw York Appantial in Chardens August 31.

1818 841 PAGE 238 ROM 91-RIA (6/96)	• ,		
(Saction N) NEW YORK ST	ATE DEPARTMENT OF TRANS REAL ESTATE DIVISION	Portation	
Appropriation of propr	RTY BY THE PROPLE OF 7	the state of new york	
PROJECT .	MAP NOS	PARCEL NOS.	
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Office, who took custody thereof, on t		v	AM/PH
directed to condemnee at the address t	theretofore designated	by said condamnes for that	
purpose as follows			
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Swore to before me this 18 day		your Badd	<del></del> .
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LINE 841 MAE 239

PARCEL NOS.

122, 133, 135,

ROW 91-R1a (8/96) (Section E) NEW YORK STATE DEPARTMENT OF TRANSPORTATION REAL ESTATE DIVISION APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK PROJECT; MAP NOS.

3057.36.201 S.H. 682 ITHACA-DRYDEN, PART 2

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

110, 129

State of New York County of <u>ONONDAGA</u> 55.

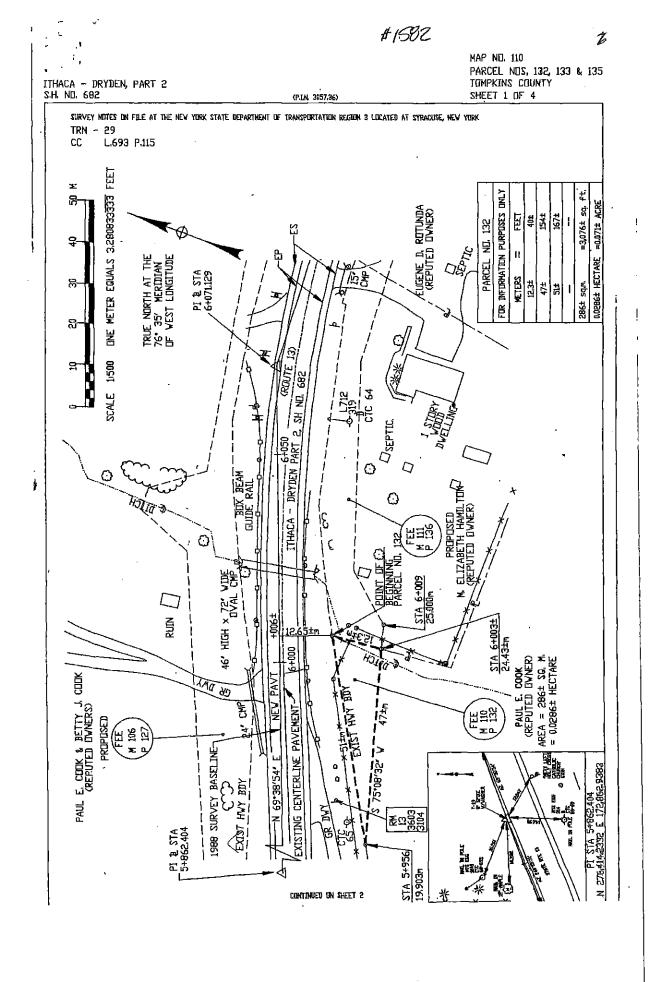
Margaret A. Budd , being duly sworn, deposes and says; that ha/she is over sighteen years of age and resides at 413e Kings Park Drive Extension. Liverpool, New Yor; the he/she made service on American Telephone And Telegraph Company a condemnee in the captioned matter, of a copy of the attached notics of appropriation and a copy of each of the maps referred to therein by depositing a true copy thereof, properly enclosed in a saalad, postpaid wrapper, certified mail, in the letter box of the <u>Svracuse</u> post office in \_\_\_\_ Syracuse \_\_\_\_, New York a depository undar the exclusive care and custody of the United States Postal Service, or by delivering eaid scaled, postpaid wrappar, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 1970 day of Fobinity, 1999 at 1:00 AM/PHdirected to condemnee at the address theretofore designated by said condemnee for that purpose as follows

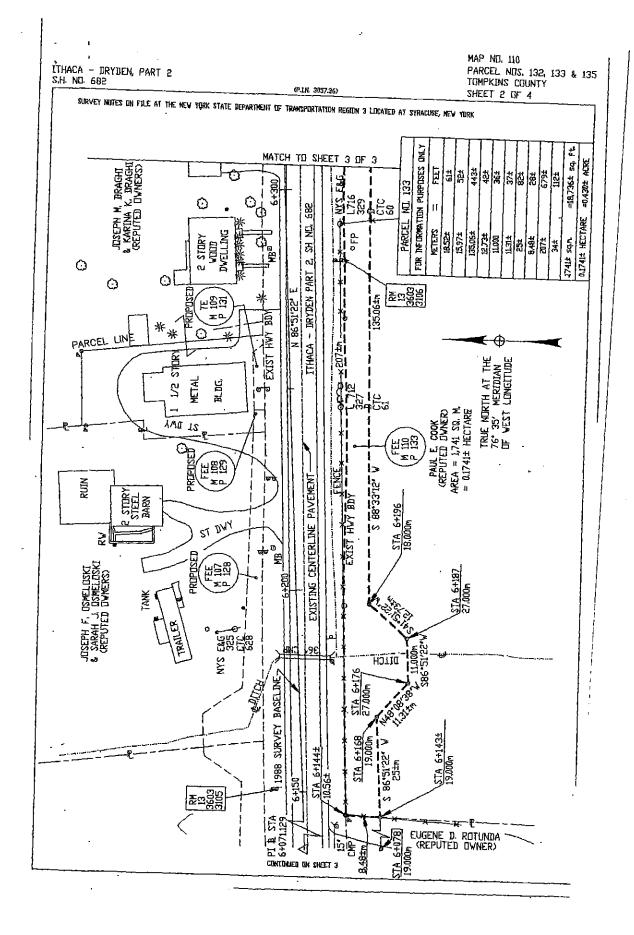
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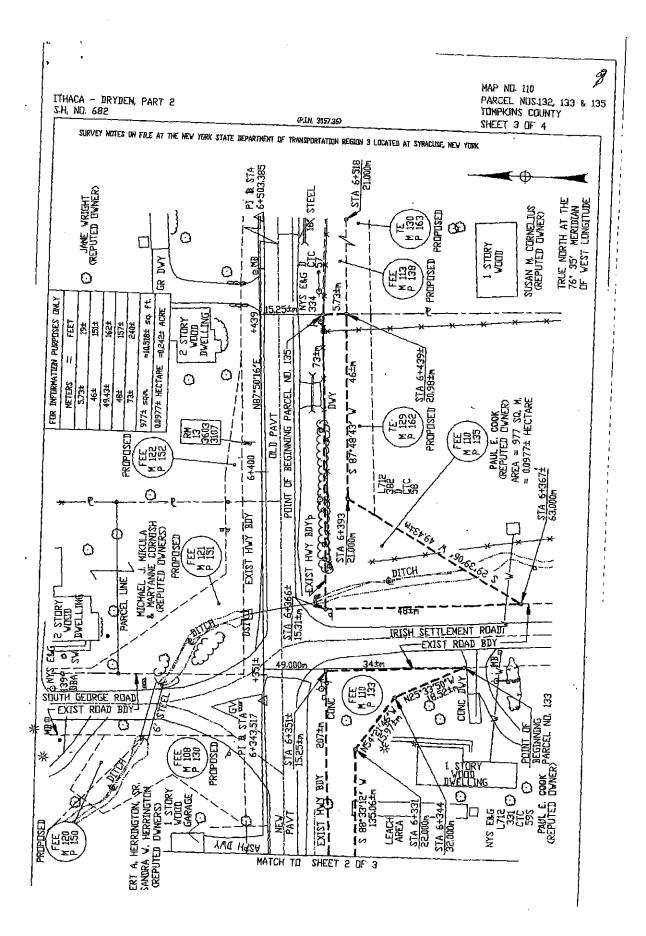
T. Corporate Systems, Inc., 1611 Broadway, New York, New York 10019 -:/o 157

- Maynuk Budd Sworp, to before me this\_ \_day 1999. A Public, State of New York JAMES E. KONOPELSKI Notary Public is the State of New Yor Appointed in Goondaya County Control county of the Autom 71 শ্চ 99

£ Tompkins County, ss: and examined. Aurora R. Valente







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MAP NO. 110 PARCEL NOS. 132, 133 & 135 TOMPKINS COUNTY ITHACA - DRYDEN, PART 2 S.H. ND. 682 Sheet 4 of 4 (P.I.N. 3057.36) لوبيز T-15A BISPEKE **S**FD 1-21 6' 1721/2 V/VANE EURALING IN DAT Ħ STOP STOP SHED COMPANY VELLOV DULLA ò æ AZ BE SYEE or 10 10 AT BOT STIL NI 249 17 266'21 STATE RIE 13 ъ STATE RIE 13 튐 502 Ē. ICUISE COMMER INCIGE Ŵ CTC 64 φą Ľ, CONC 0 0 × NILL IN PI STA 6+343.517 PI STA 6+071,129 STA 6+503.385 N 276,486.8245 E 173,058.6355 N 276,501.7628 E 173,330.6122 N 276,507,7948 E 173,490,3673 \*NOTE: ALL TIES ARE MEASURED PLUMB AND IN METERS, TIES NOT TO SCALE All those pieces or parcels of property herein designated as Parcel Nos. 132, 133 &135 as shown on the accompanying map. Parcel No. 132 be situated in Lot No. 47, being a portion of Tax Nap No. 47, Block No. 1, Parcel No. 132, and being 266± Sq. M. = 0.1285± Hectare, more or less. Parcel No. 133 being situated in Lot No. 47 and being a portion of Tax Nap No. 47, Block No. 1, Parcel No. 1,32 and being 1,741± Sq. M. = 0.1741± Hectare, more or less, Parcel NO. 135 being situated in Lot No. 47, and being a portion of Tax Map No. 47, Block No. 1, Parcel No. 1,32 and being 977± Sq. M. = 0.0977± Hectare, more or less. Said Tax Map being ded May 31, D65 and last revised Harch 1, 1996. All of Parcel No. 132, 133 & 135 are being acquired for the Ithaca – Dryden, Part 2, State Highway No. 682, Highway and are located in the Town of Dryden, State of New York, and to be acquired in fee. The survey baseline shown on this map is a portion of the 1988 survey baseline for the proposed reconstruction of the Ithaca - Iryden Part 2, State Highway No. 682, as shown on a map and plan on file in the office of the New York State Department of Transportation and described as follows: All bearings referred to True North at the 76° 35' Meridian of West Longitude. "UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED SURVEYORS SEAL IS A VIDLATION OF SECTION 7209 SUBDIVISION 2, OF THE NEW YORK STATE EURCATION LAW." I KEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND HAPPED ADDVE IS NECESSARY FOR THIS PROJECT, AND THE ACQUISITION TWEREFORE IS RECOMMENDED. HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION IND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER 30 July 31 1997 C. White Richard a. Jun RICHARD A LUCAS, P.E., REGUNAL DESIGN ENGINEER For the Regional Director of Transportation Renown A RIBERT C. VHITE Land Surveyor, LaFave Vhite \$ McGivern PC P.L.S. License No. 41022 NEW YORK STATE DEPARTMENT OF TRANSPORTATION DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY ITHACA - DRYDEN, PART 2 S.H. NO. 682 TOMPKINS COUNTY Map No. 110 Parcel Nos, 132, 133 & 135 Total Area = 3004± Sq. M. or 0.3004± Hectare PAUL E. COOK (REPUTED DVNER) description and hap of property which the commissioner of transportation deems necessary to be accured by appropriation in the name of the "Le of the state of new york in fee, for purposes connected with the highway system of the state of new york pursuant to section 30 of the way law and the eminent domain procedure law. PEDPLE OF THERE IS EXCEPTED FROM THIS APPROPRIATION ALL THE RIGHT, TITLE AND INTEREST, IF ANY, OF THE UNITED STATES OF AMERICA, IN OR TO SAID PROPERTY. PURSUANT TO STATUTE SET FORTH ABOVE AND THE AUTHORITY DELEGATED TO ME BY OFFICIAL ORDER OF THE COMMISSIONER OF TRANSPORTATION, THE ABOVE DESCRIPTION AND MAP ARE HEREBY OFFICIALLY APPROVED, AND SAID DESCRIPTION AND THE ORIGINAL TRACING OF THIS MAP ARE HEREBY OFFICIALLY FILED IN THE OFFICE OF THE DEPARTMENT OF TRANSPORTATION. June 18 DATE \_\_\_ . 19 📽 R. J. MURRIS, DIRECTOR, REAL ESTATE DIVISION DRIGHAL THEREOF, AS FILED IN THE DEFICE OF THE DEPARTMENT CT COPY OF SNUT DRIGHAL AND THE VHOLE THEREOF. compared the foregoing copy of the description and map with the di ortation and 1 do hereby certify the same to be a true and correct L HAVE CON

Aurora R. Valenti TOMPKINS COUNTY CLERK

> 320 North Tioga Street Ithaca, NY 14850 607-274-5431 Fax: 607-274-5445

No. of Pages:	1	Delivered By:	MAHLON PERKINS
Receipt No.	431655	Return To: MAHLC	N PERKINS
DATE:	05/02/2003	PO BO	ST MAIN STREET X 27 EN NY 13053
Time:	16:36		

Document Type: MISC RECORDS

Parties To Transaction: PAUL COOK RENTAL

## **Deed Information**

Consideration:

Transfer Tax:

RETT No:

Mortgage Information

**INSTRUMENT NUMBER** 

\*431655-001\*

Mortgage Amount:

Basic Mtge. Tax:

Special Mtge. Tax:

Mortgage Serlai No.:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

aurora R Valenti.

**Tompkins County Clerk** 

4 3 1 6 5 5 - 0 0



28 Red Mil Road Freevole, N.Y. 13068

# Beck Farms, L.P.

Telephone 607-638-3541

#### **Crop Rental Agreement**

<u>Paul</u> Cook hereby agree to rent the cropland acreage of my farm at <u>George Rol Rase 13 (Fill Goo</u>to Beck Farms, LP of 28 Red Mill Road, Freeville, NY. The tillable cropland consists of approximately <u>57</u> acres. The agreed annual rent is <u>5</u> per acre. The total annual contract amount is therefore <u>5</u> <u>1770</u> to be paid in full on or before August 1 of the current crop year. The rental period is April 1, <u>2004</u> thru March 31, of the following year for a period of 5 years automatically renewed each year for an additional 5 years. Termination of the contract must be submitted in writing by either party. Termination of the contract will at the end of the rental period 5 years from date of the termination letter.

This contract is fully binding on present owners, additional owners, new owners and their successors and assigns for the above specified contract acreage and contract period.

Beck Farms will follow normal and accepted farming practices in a responsible manner. These practices may include the application of fertilizer and lime, dairy manure and labeled pesticides and herbicides.

Accepted by Jour Rock 5-1-02 Date

4/23/02 Beck Farms, LP

	томр	Aurora R. Vale KINS COUNTY 320 North Tioga Str Ithaca, NY 1485 607-274-5431 Fax 607-274-5445	CLERK	INSTRUMENT NUMBER *497111-001*
No. of Pages	2	Delivere	d By MILLER	R MAYER, LLP
Receipt No	497111	Return T	o: MILLER MAYER, L	LP
DATE:	09/22/2006			
Time.	04:01 PM			
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Consideration			Mortgage Amount	
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			Additional Mtge Ta	ax:
State of New York Tompkins County			Mortgage Serial No	<b>D</b> .:
This sheet constitu	utes the Clerk endorser	ment required by Sectio	n 316-A(5) & Sectior	1 319 of the Real

aurora R. Valenti.

Property Law of the State of New York DO NOT DETACH

Tompkins County Clerk



## MODIFICATION OF CROP RENTAL AGREEMENT

- Reference is made to the attached Crop Rental Agreement ("Agreement") dated 4/23/02 and 5/9/02, for 56 acres on Cook's "Todd Farm"
- 2. Paul and Betty Cook ("Cook") are conveying their entire so-called "Todd Farm" to RPM Ecosystems Ithaca, LLC ("RPM")
- 3 The 59 acres presently under lease with Cook are located at various distinct locations on this suid Todd Farm, and are utilized for hay cropping.
- 4 Beck Farms, LP ("Beck") hereby acknowledges the new Lossor is RPM Ecosystems Ithaca. LLC (Marvin G. Marshall, Managing Member).
- 5. Beak hereby makes its Crop Lease subordinate to any and all mortgages of RPM and sgrees to attorn to the holders of said mortgages given by RPM covering the Crop Lease premises.
- 6 The Terms of the Agreement are hereby modified as follows;

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- a) The Lease acreage available will be determined annually by RPM, which will notify Beck in writing no later than March 1st of the acreage to be available by the crop year to commence April 1st of that year. All the cropland presently being farmed will be available for the crop year 2007 except existing farm roads that will be improved during the period.
- b) Future rental payments due August 1, 2007 are hereby waived.
- c) Either party may terminate the Crop Lease by giving the other party written notice no later than March 15th for the crop year to commence April 1st of that year. The eropland north of Virgil Creek will be available for the crop years 2007-2008.
- d) Terms of the Agreement not hereby modified shall remain in force.
- Cook hereby assigns all their right, title and interest in the Agreement to RPM this 22rd day of <u>September</u>, 2006.

Paul E. Cock

Betry J Cook

113'00 'modification-stop (antis) ignit + pd

sing the Crop Ler

RPM ECOSXSTEMS ITHACA, LLC

BECK FARMS, LP Βy Russell N. Beck

feed to RPM # 431665 -001



28 Red Mill Road Freevüle, N.Y. 13068

## Beck Farms, L.P.

Telephone 607-638-3541

요즘 관람을 알려야 했다. 아이는 것이 같이 많다.

### **Crop Rental Agreement**

<u>Paul</u> Cook hereby agree to rent the cropland acreage of my farm at torac Bd /R. 13 (Table Sector Beck Farms LP of 28 Red Mill Road, Freeville, NY. The tillable cropland consists of approximately <u>59</u> acres. The agreed annual rent is <u>5</u> per acre. The total annual contract amount is therefore <u>5</u><u>1770</u> to be paid in full on or before August 1 of the current crop year. The rental period is April 1, <u>2002</u> thru March 31, George Rd of the following year for a period of 5 years automatically renewed each year for an additional 5 years. Termination of the contract must be submitted in writing by either party. Termination of the contract will at the end of the rental period 5 years from date of the termination letter.

19.36

This contract is fully binding on present owners, additional owners, new owners and their successors and assigns for the above specified contract acreage and contract period.

Beck Farms will follow normal and accepted farming practices in a responsible manner. These practices may include the application of fertilizer and lime, dairy manure and labeled pesticides and herbicides.

Accepted by

无期的时间 11 :

5-9-02-Date

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4/23/02

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No of Pages

# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 607-274-5431 Fax 607-274-5445

Delivered By:

## INSTRUMENT NUMBER \*497111-003\*

MILLER MAYER, LLP

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DATE.	09/22/2006		
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Consideration <sup>.</sup>	<u>mation</u> 00000	Mortga Basic N	ge Amount

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York DO NOT DETACH

aurora R. Valent.

Additional Mtge. Tax:

Mortgage Serial No.:

Tompkins County Clerk



USDA Form RD 460-1 1 Rev. 1-02)

### PARTIAL RELEASE Position 1 (Chattels)

Position 5 (Real Estate)

The United States of America, as owner and holder of the following-described lien instruments, made and

executed by Paul E	look	and	tty J. Cook	· · · · · · · · · · · · · · · · · · ·	of
RD#1 Irish Settlemen	c Rd. Dryder	County of	Tompkins		, State of
(Post-office address, inc	lude ZIP code				
New York	, filed	or recorded in the _	County Cle	rk	office of
Tompkins		County, State of	New York		. to wit:
		Date of	Date	Document. File	Page
Lien Instrument	Mortgage	Instrument	Filed	or Book No	No
<b>M</b> .		7 10/1080	7/10/1000	L 1 420	Dec 711
Mortgage	USDA	7.10/1980	7/10/1980	Liber 430	Page 713
Mortgage	USDA	4 18/1985	4/19/1985	Liber 477	Page 287
Mortgage	USDA	4.18/1985	4/19/1985	Liber 477	Page 291
Mortgage	USDA	12.21/1988	1/4/1989	Liber 553	Page 1027
Mortgage	USDA	8:23/1990	8/24/1990	Liber 585	Page 680
Mortgage	USDA	2/4/1993	2/5/1993	Liber 730	Page 51.
Mortgage	USDA	6/5/1995	6/5/1995	Liber 951	Page 227
Mortgage	USDA	10/6/1995	10/10/1995	Liber 977	Page 261

for value received does release from the lien of said instruments the following-described property.

A - - 157 0 acre parcel located on Route 13 in the town of Dryden, County of Tompkins, and fully described in "Schedule A'

Only the above-described property is released from the lien of the aforesaid instruments. This release shall not affect or modify the obligations secured by those lien instruments, and these obligations shall continue in force and effect until fully paid, satisfied, and discharged.

WITNESS WHEREOF. the United States of America has signed this form on the \_\_\_\_\_ IN Zoll day of flig UNITED STATES OF AMERICA WITNESSES Вy Title

Agency Farm Service Agency United States Department of Agriculture

Page 1 of 2

## ACKNOWLEDGMENT

State of New York County of Cortland ) Considered

On the <u>10</u> day of <u><u>furguest</u> in the year <u>2006</u> before me, the undersigned, a Notary Public in and for said State, personally appeared <u><u>Supper</u></u> <u>Memory</u> personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/their 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 person upon the strument.</u>

SULANIVE L. MONTANA 5.07 PUBLIC, State of New York FUIE County Number 4988019 County Number 4988019 County Number 4988019

otary Public

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

BEGINNING at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road; proceeding thence northwesterly along the centerline of Virgil Creek for a distance of 581 feet 't to a point in said centerline (this course having a chord bearing of N 54° 32' 16" W and a chord distance of 576.26 feet); proceeding thence S 06° 16' 39" W, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a ¾-inch diameter rebar and survey cap; proceeding thence N 87° 53' 36" W for a distance of 612.02 feet to a point marked by an iron pin; proceeding thence S 07° 02' 38" W for a distance of 1,031.96 feet to a point marked by a ¾-inch diameter rebar and survey cap; proceeding thence S 82° 35' 39" E for a distance of 405.90 feet to a point marked by an iron pin; proceeding thence S 02° 47' 35" W for a distance of 1,035.23 feet to a point; proceeding thence N 83° 10' 11" W for a distance of 7.15 feet to a point marked by a concrete highway monument; proceeding thence S 44° 41' 56" W for a distance of 37.41 feet to a point; proceeding thence N 80° 04' 35" W for a distance of 121.56 feet to a point marked by a concrete highway monument; proceeding thence N 89° 29' 49" W for a distance of 243.95 feet to a point marked by a concrete highway monument; proceeding thence N 26° 19' 00" W for a distance of 47.78 feet to a point marked by a concrete highway monument; proceeding thence N 78° 35' 18" W for a distance of 17.67 feet to a point marked by a concrete highway monument; proceeding thence S 31° 53' 49" W for a distance of 48.77 feet to a point marked by a concrete highway monument; proceeding thence S 77° 13' 43" W for a distance of 559.27 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence S 37° 08' 00" W for a distance of 43.65 feet to a point marked by a ¾-inch diameter rebar and survey cap; proceeding thence S 78° 25' 12" W for a distance of 4.35 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence N 08° 18' 56" E, passing through a point marked an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a <sup>34</sup>-inch diameter rebar and survey cap; proceeding thence N 82° 25' 46" W for a distance of 1,385.19 feet to a point marked by an iron pipe; proceeding thence N 08° 05' 44" E, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 4-inch diameter rebar and survey cap;

proceeding thence S 80° 54' 00" E for a distance of 1,362.10 feet to a point marked by a square stone monument; proceeding thence N C7° 34' 00" E for a distance of 935.23 feet to a point marked by a 4-inch diameter rebar and survey cap in the centerline of the "Old Creek Road"; proceeding thence southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of S 29° 22' 36" E and a chord distance of 386.09 feet) to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 83° 10' 43" E for a distance of 1,266.78 feet to a point marked by a 34-inch diameter rebar and survey cap in the centerline of the abandoned South George Road; proceeding thence along said former centerline S 32° 45' 13" E for a distance of 107.87 feet; continuing thence along said centerline on a curve (having a radius 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road"); proceeding thence along the centerline of George Road S 14° 06' 18" W for a distance of 48.18 feet to a point; continuing thence along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing thence along said centerline S 08° 42' 00" W for a distance of 342.25 feet to the point or place or beginning, containing 158.2 acres (157.8 acres ± net to the apparent George Road boundary).

TOGETHER with a right of way as reserved in the deed from James W. Holman and Caroline B. Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced.

The above described premises are more particularly shown on a map of survey entitled "Survey Map Lands of Paul E. & Betty J. Cook" made by Michael J. Reagan, P.L.S. No. 049892 dated 10/26/2005, which map is incorporated herein by reference and is to be filed in said Clerk's Office along with this instrument.



# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 607-274-5431 Fax 607-274-5445

## INSTRUMENT NUMBER \*497111-004\*

Mortgage Information

Mortgage Amount

Basic Mtge Tax:

Special Mtge. Tax:

Additional Mtge. Tax:

Mortgage Serial No.: ...

Delivered By: No of Pages MILLER MAYER, LLP 5 Return To: Receipt No. 497111 MILLER MAYER, LLP 14 DATE 09/22/2006 Time 04:01 PM Document Type. DEED a ba s

Parties To Transaction: COOK TO RPM ECOSYSTEMS

## Deed Information

 Consideration:
 \$330,000.00

 Transfer Tax:
 \$1,320.00

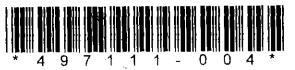
 RETT No
 00519

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement records by \$55tion 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

aurora R. Valente

Tompkins County Clerk



### WARRANTY WITH LIEN COVENANT DEED

THIS INDENTURE made the  $7^{249}$  day of September, Two Thousand and Six

BETWEEN PAUL E. COOK and BETTY J. COOK, husband and wife, both residing at 114 Irish Settlement Road, Dryden, New York 13053, parties of the first part, and

RPM ECOSYSTEMS ITHACA, LLC, a New York limited liability company with offices at 95 Brown Road, Suite 104, Ithaca, New York 14850, party of the second part,

WITNESSETH, that the parties of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, more particularly described in Schedule A attached hereto and incorporated herein by reference.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

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

AND said parties of the first part covenant as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That said parties of the first part will forever WARRANT the title to said premises;

THIRD, That, in compliance with Section 13 of the Lien Law, the parties 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.

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IN WITNESS WHEREOF, the parties of the first part have nereunto set their hands and seals the day and year first above written.

IN PRESENCE

NALLIN R. LEMANIS NOTARY PUBLIC S. Led New York No. 4805632 Qualified in Tonipkins County Commission Expires 30 / 240

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

On the 22dd day of September in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL E. COOK, 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 h.s/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.

Hours ářv Public

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

On the 2224 day of September in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared BETTY J. COOK, 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.

hannik Notary Public MULLIN & PERKINS NOTARY PUBLIC Sine of New York No. 4695632 Will Chalited in Tonipkins County

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BEGINNING at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road; proceeding thence northwesterly along the centerline of Virgil Creek for a distance of 581 feet  $\pm$  to a point in said centerline (this course having a chord bearing of N 54° 32' 16" W and a chord distance of 576.26 feet); proceeding thence S'06° 16' 39" W, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence N 87° 53' 36" W for a distance of 612.02 feet to a point marked by an iron pin; proceeding thence S 07° 02' 38" W for a distance of 1,031.96 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence S 82° 35' 39" E for a distance of 405.90 feet to a point marked by an iron pin; proceeding thence S 02° 47' 35'' = W for a distance of 1,035.23 feet to a point; proceeding thence N 85° 10' 11" W for a distance of 7.15 feet to a point marked by a concrete highway monument; proceeding thence S 44° 41' 56" W for a distance of 37.41 feet to a point; proceeding thence N 80° 04' 35" W for a distance of 121.56 feet to a point marked by a concrete highway monument; proceeding thence N 89° 29' 49" W for a distance of 243.95 feet to a point marked by a concrete highway monument; proceeding thence N 26° 19' 00" W for a distance of 47. 8 feet to a point marked by a concrete highway monument; proceeding thence N 78° 35' 18" W for a distance cf 17.67 feet to a point marked by a concrete highway monument; proceeding thence S 31° 53' 49" W for a distance of 48.77 feet to a point marked by a concrete highway monument; proceeding thence S .7º 13' 43" W for a distance of 559.27 feet to a point marked by a M-inch diameter rebar and survey cap; proceeding thence S 37° 08' (0" W for a distance of 43.65 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 78° 25' 12" W for a distance of 4.35 feet to a point marked by a %-inch diameter rebar and survey cap; proceeding thence N 08° 18' 56" E, passing through a point marked an iron pin and cap at 222.07 feet for a total distance of 387.08 feet http:// a point marked by a 34-inch diameter rebar and survey cap; proceeding thence N 82° 25' 46" W for a distance of 1,385 19 feet to a point marked by an iron pipe; proceeding thence N 08° 05' 44" E, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 34-inch diameter rebar and survey cap;

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proceeding thence S 80° 54' 00" E for a distance of 1,362.10 feet to a point marked by a square stone monument; proceeding thence N 0" 34' 00" E for a distance of 935.23 feet to a point marked by a M-inch diameter rebar and survey cap in the centerline of the "Old Creek Road"; proceeding thence southeasterly along the centerline of "Old Greek Road" for a distance of 388 feet (this course having a chord bearing of S 29° 22' 36" E and a chord distance of 386.09 feet) to a point marked by a ¾-inch diameter rebar and survey cap; proceeding thence S 83° 10' 43" E for a distance of 1,266.78 feet to a point marked by a 4-inch diameter rebar and survey cap in the centerline of the abandoned South George Road; proceeding thence along said former centerline S 32° 45' 13" E for a distance of 107.87 feet; continuing thence along said centerline on a curve (having a radius 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road"); proceeding thence along the centerline of George Road S 14° 06' 18" W for a distance of 48.18 feet to a point; continuing thence along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing thence along said centerline S 03° 42' 00" W for a distance of 342.25 feet to the point or place or beginning, containing 158.2 acres (157.8 acres  $\pm$  net to the apparent George Road boundary).

SUBJECT to the rights of the public in and to that portion which lie within the bounds of George Road.

SUBJECT to the following easements and rights of way of record insofar as they may affect the hereinabove described premises:

- 1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.
- 2. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in liber 242 of Deeds at page 437 in Salur Clerk's Office.
- 3. Right of way granted to New York State Electric & Gas Corp. by an instrument in writing dated January 21, 1936 and recorded February 1, 1937 in liber 241 of Deeds at page 145 in said Clerk's Office.

4. Easement granted to Iroquois Tel. Corp. by an instrument in

na secondaria La constanta de Cartante La constanta de Cartante writing dated February 17, 1965 and recorded March 1, 1965 in liber 455 of Deeds at page 503 in said Clerk's Office.

- 5. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in liber 483 of Deeds at page 245 in said Clerk's Office.
- 6. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in liber 483 of Deeds at page 859 in said Clerk's Office.
- 7. Easement granted to New York State Electric & Gas Corporation by an instrument in Writing dated October 11, 1985 and recorded November 21, 1985 in liber 613 of Deeds at page 896 in said Clerk's Office.
- Easement granted to The Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in liber 588 of Deeds at page 630 in said Clerk's Office.

TOGETHER with a right of way as reserved in the deed from James W. Holman and Caroline B. Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in liber 593 of Deeds at page 363. Said right of way extends 30° feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced.

BEING the same premises conveyed to the parties of the first part (1) by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in liber 598 of Deeds at page 893 in said Clerk's Office, which deed was a Deed of Correction of an earlier deed between the same parties dated July 10, 1980 and recorded that same day in said Clerk's Office in liber 578 of Deeds at page 79 and (2) by deed dated April 21, 1982 and recorded April '3, 1982 in liber 588 of Deeds at page 696 in said Clerk's Office.

The above described premises are more particularly shown on a map of survey entitled "Survey Map Lands of Paul E. & Betty J. Cook" made by Michael J. Reagan, P.L.S. No. 049892 dated 10/26/2005, which map is incorporated herein by reference and is to be filed in said Clerk's Office along with this instrument.

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# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street

Ithaca, NY 14850 607-274-5431 Fax: 607-274-5445 INSTRUMENT NUMBER \*497111-006\*

No. of Pages:

Receipt No. 497111

DATE: 09/22/2006

Time: 04:01 PM

Document Type: MAPS

Parties To Transaction: COOK

Deed information

Consideration:

Transfer Tax:

RETT No:

00000

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

aurora & Valente.

**Tompkins County Clerk** Ω 6

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Mortgage Information

MILLER MAYER, LLP

. Mortgage Amount

MILLER MAYER, LLP

Basic Mige. Tax:

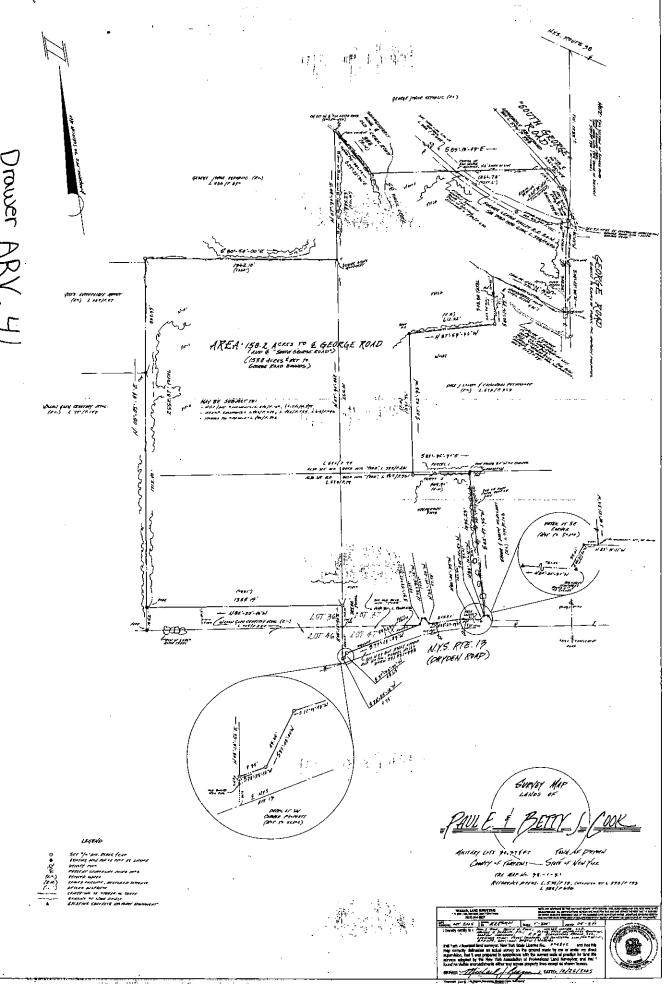
Special Mtge. Tax:

Additional Mtge. Tax:

Mortgage Serial No.:

Delivered By:

Retum To:



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	TOMP	Aurora R. Valen KINS COUNTY 320 North Tioga Stre Ithaca NY 14850 607-274-5431 Fax: 607-274-5445	CLERK et	INSTRUMENT NUMBER *497111-005*		
No of Pages	2	Delivered	Ву: М	ILLER MAYER, LLP		
Receipt No	497111	Retum To	»: MILLER MA`	YER, LLP		
DATE	09/22/2006					
Time:	04:01 PM	42				
Document Type:	MISC RECORDS	3				
Parties To Transaction: COOK						
		itin a NY 142. N7274-5431				
Deed Information			Morte	age Information		
Consideration:			Mortgage A	mount		
Transfer Tax			Basic Mtge	Tax		
RETT No	00000		Special Mtg	e. Tax:		
		a Agentia	Additional N	Atge. Tax:		
State of New Yor Tompkins County			Mortgage S	Serial No.:		

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This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York DO NOT DETACH

aurora & Valente

Tompkins County Clerk



Ir the Matter of the Real Property Owned by Paul E. Cook and Betty J. Cook, situate in the Town of Dryden, County of Tompkins and State of New York

N 480

#### AFFIDAVIT OF TITLE

State of New York ) County of Tompkins ) ss:

PAUL E. COOK and BETTY J. COOK, being duly and severally sworn, depose and say as follows:

1. That your deponents are husband and wife and reside at 114 Irish Settlement Road, Dryden, New York 13053.

2. That your deponents are the owners of real property situate in the Town of Dryden, Tompkins County, New York, which premises were conveyed to them by deed dated February 28, 1983 and recorded December 8, 1983 in Tiber 598 of Deeds at page 893 in the Tompkins County Clerk's Office, and by deed dated April 21, 1982 and recorded April 23, 1982 in liber 588 of Deeds at page 696 in said Clerk's Office.

3. The records of the Tompkins County Clerk's Office show the following oil and gas leases as affecting such property:

a) to C.E. Beck by instrument in writing dated September 15, 1971 and recorded January 3, 1972 in liber 497 of Deeds at page 991 in said Clerk's Office, and assigned to Amoco Production Company, by instrument in writing dated March 20, 1972 and recorded June 1, 1972, in liber 500 of Deeds at page 453 in said Clerk's Office.

b) to Ohio Oil & Gas by instrument in writing dated February 18, 1982 and recorded March 16, 1982, in liber 587 of Deeds at page 1075 in said Clerk's Office.

4. That to the best of your deponents' knowledge, information and belief, no exploration activities, drilling, or other search for oil and gas were ever conducted on the premises owned by your deponents and there are now no existing oil and/or gas wells.

5. That said oil and gas leases provided among other things that the Lessee would pay a delay rental on an annual basis for each year in which the Lessee has failed to commence or continue oil and gas exploration activities.

6. That your deponents have never received any delay rental with respect to the oil and gas lease referred to in paragraph 3(a) above and have not received any delay rentals for at least 20 years

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on the oil and gas lease referred to in paragraph 3(b) above and both of said leases are no longer a lien or encumbrances upon your deponent's property, the leases having expired long ago according to their respective terms.

That said premises are free and clear of any and all 7. liens, encumbrances or clouds of every name, nature or kind, either recorded or unrecorded, except as are reflected in a deed from your deponent to RPM ECOSYSTEMS ITHACA, LLC, dated on even date herewith.

t in the 8. That each and all set the foregoing statements and representations are in each and all respects true and made for the purpose of inducing RPM ECOSYSTEMS ITHACA, LLC to accept a conveyance of said premises from your deponent.

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Tute COOK PAUL E.

Sworn to before me this 22" day of September, 2006.

Notary Public

NOTATIVE PUBLIC, ST. E Of New York No. 4605032 Qualified in Tompkins County Commension Expires 20 /000 一把一一直把他的PS中日。

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Aurora R. Valenti

Instrument Number \*499907-001\*

TOMPKINS COUNTY CLERK

Delivered By:

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax (607) 274-5445

No of Pages Return To<sup>-</sup> 499907 Receipt No. MILLER MAYER, LLP 11/17/2006 DATE. Time. 09:07 AM

Document Type: MISC RECORDS

1

Parties To Transaction: RPM ECOSYSTEMS

Deed Information

Consideration.

Transfer Tax

RETT No

County Transfer Tax

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valente.

Tompkins County Clerk 9 9 9 0 7 - 0 0 1 \* 4

Mortgage Information

MILLER MAYER, LLP

Mortgage Amount

Basic Mtge Tax:

Special Mtge Tax:

Additional Mtge. Tax:

Mortgage Serial No.:

# State of New York Department of State } ss:

I hereby certify, that RPM ECOSYSTEMS ITHACA, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/27/2006, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following

A Certificate of Merger was filed on 05/19/2006.

Certificate of Change was filed on 06/21/2006.

A Certificate of Publication of RPM ECOSYSTEMS ITHACA, LLC was filed on 07/26/2006.

I further certify, that no other documents have been filed by such Limited Liability Company

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200609210158 \* 35

Witness my hand and the official seal of the Department of State at the City of Albany, this 20th day of September two thousand and six.

The

Daniel Shapiro Special Deputy Secretary of State

# Aurora R. Valenti

TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca. NY 14850 (607) 274-5431 Fax (607) 274-5445

No. of Pages	12	Delivered By:	MILLER MAYER, LLP	
Receipt No	499907	Retum To: MILLER MAYER, LLP		
DATE.	11/17/2006			
Time	09:08 AM			

Document Type: REGULAR MORTGAGE

Parties To Transaction: RPM ECOSYSTEMS

Deed Information	Mortgage Information		
Consideration	Mortgage Amount	\$2,850,000.00	
Transfer Tax.	Basic Mtge. Tax:	\$14,250.00	
RETT No.	Special Mtge. Tax:	\$7,125.00	
County Transfer Tax	Additional Mtge Tax		
State of New York Tompkins County Clerk	Mortgage Serial No.:	CX02650	

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valente

Tompkins County Clerk

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#### MORTGAGE

FHIS MORTGAGE is made the 16th day of November, 2006, between RPM ECOSYSTEMS ITHACA, LLC, a New York limited liability company having its chief executive office at 2150 Dryden Road, Post Office Box 6, Dryden. New York 13053 ("Mortgagor") and CHEMUNG CANAL TRUST COMPANY, a New York banking corporation having its chief executive office at (inc Chemung Canal Plaza, Elmira, New York 14901 (the 'Mortgagee')

WITNESSETH, to secure the payment of an indebtedness in the principal sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,850,000.00). lawful money of the United States, together with interest thereon, to be paid according to a certain bond, note or other obligation nade and delivered by each Mortgagor to the Mortgagee, bearing even date herswith. (the "Note"). the repayment of any future advances, with interest thereon, made by Lender to Borrower, the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated November 16, 2006, the payment of all other sums, with interest thereon, advanced in accordance herewith to printee the security of this Instrument; and the performance of the covenants and agreements of Borrower herein contained, each Mortgagor hereby mortgages to the Mortgage as continuing and collateral security for the payment of any and all indebtedness, liabilities and obligations now existing or which may hereafter arise by reason of the Note, this Mortgage or any renewals, extensions, modifications or substitutions of the Note or this Mortgage. (collectively the "Indebtedness"), the premises described on the attached Schedule A, which premises are and will be principally improved by one or more structures containing six or less

TOGE THER, with all buildings, structures and other improvements now or hereafter erected, constructed or situated upon said premises, and all fixtures and personal property now or hereafter affixed to, or used in connection with, said premises, including, but not limited to, furnaces and attachments, radiators, hot water tanks and heaters, piping, laundry equipment, tubs and dryers, an-conditioning equipment, compressors, elevators, motors, dynamos, incinerators, compactors, sump pumps, gas and oil burners, coal stokers, fire preventive apparatus, plumbing, electrical and gas fixtures, stoves, ranges, refrigerators, freezers, kitchen cabinets, linoteum, carpets, curtain rods, venetian blinds and window shades, doors, storm windows, screens and awnings, appliances, plants and shrubbery and any and all replacements thereof and additions thereto, all of which shall be deemed to be and remain and form a part of said premises and are covered by the lien of this Mortgage (said premises, buildings, structures, other improvements, fixtures and personal property being collectively referred to in this Mortgage as the "Premises"),

TOGETHER, with all strips and gores of land adjoining or abutting the Premises,

FOGI FHER, with all right, title and interest of each Mortgagor in and to all streets, alleys, highways, waterways and public places open or proposed in front of, running through or adjoining the Premises, and all casements and rights of way, public and private, now or hereafter used in connection with the Premises.

TOGE THER with all tenements, hereditaments and appurtenances and all the estate and rights of each Mortgagor in and to the Premises.

1DGETHER with all awards heretofore or hereafter made by any federal, state, county, municipal or other governmental authority. or by whomsoever made in any condemnation or eminent domain proceedings whatsoever, to the present or subsequent owners of the Premises or any portion thereof. for the acquisition for public purposes of the Premises or any portion thereof or any interest therein or any use thereof, or for consequential damages on account thereof, including, but not limited to, any award for any change of grade of streets affecting the Premises or any portion thereof and any award for any damage to the Premises or any portion thereof or any interest therein or any use thereof.

EACH MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOLLOWS

PAY INDEBTEDNESS. Each Mortgagor shall pay the Indebtedness as hereinbefore provided.

2. **INSURANCE.** Each Mortgagor shall (a) keep the Premises insured against each risk to which the Premises may from time to time be subject (including, but not limited to. fire, vandalism and other risks covered by all risk insurance, if the Premises or any portion thereof are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968. Hood, and loss of rents by reason of such risks) for the benefit of the Mortgagee and (b) maintain comprehensive general hability insurance against claims on account of damage to any person or asset. Such insurance shall be provided in such amounts, for such periods, in such form, with such special endorsements, on such terms and by such companies as shall be satisfactory to the Mortgagee. Without limiting the generality of the preceding two sentences, (a) each liability policy shall (i) name the Mortgagee us an additional insured and (ii) provide that such policy may not be cancelled or amended except upon thirty (30) days' prior written notice to the Mortgagee and (b) each other policy pursuant to which such insurance is provided shall contain a mortgagee clause, in form and substance satisfactory to the Mortgagee. (i) naming the Mortgagee as mortgagee and (ii) providing that (A) all moneys payable pursuant to such insurance shall be payable to the Mortgagee, (B) such insurance shall not be affected by any act

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secured by this instrument, and such advances may be obligatory as provided in the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Instrument up to the principal amount of the Notes shall be treated as disbursements pursuant to the Construction Loan Agreement. All sums shall bear interest from the date of disbursement at the rate stated in the Notes, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment thereof. From time to time as Lender deems necessary to protect Lender=s interests. Borrower shall, upon request of Lender, execute and deliver to Lender, in such form as Lender shall direct, assignments of any and all rights or claims which relate to the construction of the Property and which Borrower may have against any party supplying or who has supplied labor, materials or services in connection with construction Loan Agreement. (ii) may accelerate the sums secured by this Instrument and invoke those remedies provided in this Mortgage, or (iii) may do both. If, after the commencement of amortization of the Note, the Note and this Instrument and Borrower shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in councetton with the Construction Loan Agreement any right of set-off, counterclaim or other claim or defense arising out of or in councetton with the Construction Loan Agreement and prove shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in councetton with the Construction Loan Agreement against the obligations of the Note and this Instrument.

GENERAL If there is more than one Murtgagor, each of them shall be jointly and severally liable pursuant to this 34. This Mortgage shall be binding upon each Mortgagor and upon each heir, legal representative, successor and assign Mortgage of each Morigagor, and shall inure to the benefit of, and be enforceable by, the Mortgagee and each successor and assign of the Murigagec. Each agreement, consent, waiver, appointment as attorney-in-fact and other thing made, given or done in this Mortgage by any Mortgagor shall be on such Mortgagor's own behalf and behalf of each of such Mortgagor's heirs, legal representatives, successors and assigns. Except as expressly provided in this Mortgage, each right and remedy of the Mortgagee pursuant to this Mortgage, and each action of the Mortgagee pursuant to the authorization and appointment as attorney-in-fact contained in Section 23 of this Mortgage, may be exercised or taken (a) at any time and from time to lime; (b) at the sole option of the Mortgagee; (c) without any notice or demand of any kind; and (d) whether or not any Event of Default has occurred or existed, but the Mortgagee shall not be obligated to exercise any such right or remedy or to take any such action. Each request of the Mortgagee pursuant to this Mortgage may be made (a) at any time and from time to time; (b) at the sole option of the Mortgagee, and (c) whether or not any Event of Default has occurred or existed. Whenever possible, each provision of this Moragage shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any such provision shall he prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid. Any provision of this Mortgage that prohibits any Mortgagor from taking any action shall be construed to prohibit such Mortgagor from taking such action directly or indirectly. Except as expressly provided in this Mortgage, any reference in this Mortgage to any statute, regulation or other law shall be deemed to be as of any time a reference to such statute, regulation or other law as in effect at such time or, if such statute, regulation or other law is not in effect at such time, a reference to any similar statute, regulation or other law in effect at such time. In this Mortgage, headings of sections are for convenience of reference only, and are not of substantive effect

IN WITNESS WHEREOF, this Mortgage has been duly executed by each Mortgagor the day and year first above written.

### RPM ECOSYSTEMS ITHACA, LLC

larvin G. Marshall, Manager

ACKNOWLEDGEMENT

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#### STATE OF NEW YORK

On the 16th day of November, in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared MARVIN G. MARSHALL, personally known to me or proved to me on the basis of satisfactory evidence to by 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 this instrument

Notary Public

DAVID A, TYLER Notary Public, State of New York No. 4633353 QualIfied in Tompkins County Commission Expires Sept 30, 20

#### SCHEDULE A Mortgaged Property Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

BEGINNING at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road; proceeding thence northwesterly along the centerline of Virgil Creek for a distance of 581 feet ± to a point in said centerline (this course having a chord bearing of N 54° 32' 16" W and a chord distance of 576.26 feet); proceeding thence S 06° 16' 39" W, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 3-inch diameter rebar and survey cap; proceeding thence N 87° 53' 36" W for a distance of 612.02 feet to a point marked by an iron pin; proceeding thence S 07° 02' 38" W for a distance of 1,031.96 feet to a point marked by a ¼-inch diameter rebar and survey cap; proceeding thence S 82° 35' 39" E for a distance of 405.90 feet to a point marked by an iron pin; proceeding thence S 02° 47' 35" W for a distance of 1,035.23 feet to a point; proceeding thence N 83° 10' 11" W for a distance of 7.15 feet to a point marked by a concrete highway monument; proceeding thence S 44° 41' 56" W for a distance of 37.41 feet to a point marked proceeding thence N 80° 04' 35" W for a distance of 121.56 feet to a point marked by a concrete highway monument; proceeding thence N 89° 29' 49" W for a distance of 243.95 feet to a point marked by a concrete highway monument; proceeding thence N 26° 19' 00" W for a distance of 47.78 feet to a point marked by a concrete highway monument; proceeding thence N 78° 35' 18" W for a distance of 17.67 feet to a point marked by a concrete highway monument; proceeding thence S 31° 53' 49" W for a distance of 48.77 feet to a point marked by a concrete highway inonument; proceeding thence S 77° 13' 43" W for a distance of 559.27 feet to a point marked by a ¼-inch diameter rebar and survey cap; proceeding thence S 37° 08' 00" W for a distance of 43.65 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence S 78° 25' 12" W for a distance of 4.35 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence N 08° 18' 56" E, passing through a point marked an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence N 82° 25' 46" W for a distance of 1,385.19 feet to a point marked by an iron pipe. proceeding thence N 08° 05' 44" E, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 24-inch diameter rebar and survey cap; proceeding thence S 80° 54' 00" E for a distance of 1,362.10 feet to a point marked by a square stone monument; proceeding thence N 07° 34' 00" E for a distance of 935.23 feet to a point marked by a 34-inch diameter rebar and survey cap in the centerline of the "Old Creek Road"; proceeding thence southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of S 29° 22' 36" E and a chord distance of 386.09 feet) to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence S 83° 10' 43" E for a distance of 1,266.78 feet to a point marked by a 34-inch diameter rebar and survey cap in the centerline of the abandoned South George Road; proceeding thence along said former centerline S 32° 45' 13" E for a distance of 107.87 feet; continuing thence along said centerline on a curve (having a radius 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road"); proceeding thence along the centerline of George Road S 14° 06' 18" W for a distance of 48.18 feet to a point; continuing thence along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing thence along said centerline S 08° 42' 00" W for a distance of 342.25 feet to the point or place or beginning.

TOGETHER with a right of way as reserved in the deed by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79).

SUBJECT TO the following:

- Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22. 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.
- 2 Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.
- 3 Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.
- 4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.
- 5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.
- Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.
- Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August
   1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.
- 8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.
- 9 Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October [1, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.
- 10. Easement granted to The Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

Rights of the public in and to that portion of the premises which lie within the bounds of the public highway

The above premises are described in accordance with a survey map entitled "SURVEY MAP LANDS OF PAUL E & BETTY J. COOK, MILITARY LOTS 36, 37 & 47, TOWN OF DRYDEN, COUNTY OF TOMPKINS, STATE OF NEW YORK," dated October 26, 2005, by Michael John Reagan, L.S., a copy of which map was filed in the Tompkins County Clerk's Office as Instrument Number 497111-006 on September 22, 2006 in Drawer ARV, Sheet 41.

Being the same premises conveyed to RPM Ecosystems Ithaca, LLC by deed from Paul E. Cook and Betty J Cook dated September 22, 2006, recorded September 22, 2006 in the Tompkins County Clerk's Office as Instrument Number 497111-004.

-12-

Aurora R. Valenti

Basic Mtge. Tax

Special Mtge. Tax:

Additional Mtge. Tax:

Mortgage Serial No.: CX02651

instrument Number

\*499907-005\*

MILLER MAYER, LLP

5

No of Pages

# TOMPKINS COUNTY CLERK

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320 North Tioga Street Ithaca, NY 14850 (6D7) 274-5431 Fax (607) 274-5445

Delivered By:

Receipt No	499907	Return To: MILLER MÄYER, LLP
DATE	11/17/2006	MILLER MATER, LLP
Time <sup>.</sup>	09:08 AM	
Document Type:	EXEMPT MORTGAGE	
Parties To Transac	tion: RPM ECOSYSTEMS	
<u>Deed Inforr</u>	nation	Mortgage Information
Consideration		Mortgage Amount \$0.00

Transfer Tax

RETT No.

County Transfer Tax:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York DO NOT DETACH

Aurora R. Valenti.

### GENERAL ASSIGNMENT OF LEASES AND RENTS

### CHEMUNG CANAL TRUST COMPANY

THIS ASSIGNMENT is made this 16th day of November, 2006 between RPM ECOSYSTEMS ITHACA, LLC, a New York limited liability company having its chief executive office at 2150 Dryden Road, Dryden, New York 13053 (the "Assignor") and CHEMUNG CANAL TRUST COMPANY. a New York banking corporation having its chief executive office at One Chemung Canal Plaza, Elmira, New York 14901 (the "Assignce")

### WITNESSETH That

FOR VALUE RECEIVED, each Assignor hereby grants, transfers and assigns to the Assignee, all of such Assignor's estate, right, title and interest in and to any and all leases, tenancies and agreements with respect to, and any and all rents, issues, income and profits now due or to become due and derived from or in connection with, the premises described in Schedule A attached hereto and all buildings, structures and other improvements now or hereafter erected, constructed or situated upon said premises (the "Premises")

#### FOR THE PURPOSE OF SECURING

1. Payment of the indebtedness evidenced by a certain note in the principal sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,850,000.00) made by each Assigner, bearing even date herewith, and all renewals, extensions, modifications or substitutions of said note, (collectively, the "Note") to the Assignee.

2. Payment of all advances and other sums with interest thereon becoming due and payable to the Assignee under the provisions hereof or under the provisions of the Note and of a certain mortgage bearing even date herewith made by each Assignor to the Assignee, covering the Premises (the "Mortgage")

3. Performance and discharge of each and every obligation, covenant and agreement of each Assignor herein or arising from the Note and Mortgage.

#### EACH ASSIGNOR AGREES:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of any lease, tenancy or agreement by such Assignor to be performed; at the sole cost and expense of such Assignor, to enforce or use its best efforts to secure the performance of each and every obligation, covenant, condition and agreement of any lease, tenancy or agreement by any lesse, tenant or obligor to be performed; not to make any new lease, tenancy or agreement; not to renew (other than as required hy its terms), modify, extend or in any way alter the terms of any lease, tenancy or agreement or accept a surrender thereof, not to anticipate the rents, issues, income and profits thereunder, or to waive, excuse, condone or in any manner release or discharge the lessee, tenant or obligor to be performed, including the obligation to pay the rental or other payments called for thereunder in the manner and at the place and time specified therein, and such Assignor covenants, pursuant to Section 291-f of the Real Property Law, not to cancel, abridge or otherwise modify any lease, tenancy or agreement or to accept prepayments of installments of rent to become due thereunder without the prior written consent of the Assignee.

2. At such Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any lease, tenancy or agreement or the obligations, duties or liabilities of any Assignor and lessee, tenant or obligor thereunder, and to pay all costs and expenses of the Assignee, including attorneys' fees and disbursements in any action or proceeding concerning any lease, tenancy or agreement in which the Assignee may appear.

3. That should any Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on any Assignor, and without releasing any Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation. covenant and agreement of each Assignor in any lease, tenancy or agreement contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay attorneys' fees and disbursements.

4. To pay immediately upon demand all sums expended by the Assignce under the authority hereof, together with interest thereon at the highest rate for which it is now lawful to contract.

IT IS MUTUALLY AGREED THAT:

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1. As long as no Assignor shall have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein, or in the Note or Mortgage, each Assignor may collect upon, but not prior to accrual all rents, issues, income and profits from the Premises and retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Note or Mortgage, the Assignee may at its option, without notice, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Premises or any part thereof; make, cancel, enforce or modify leases, tenancies or agreements; obtain and evict tenants, and fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of the Premises or any part thereof, in its own name sue for or otherwise collect and receive such rents, issues, income and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees and disbursements, upon any indebtedness secured hereby, and in such order as Assignee may determine. The entering upon and taking possession of the Premises or any part thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under the Note or Mortgage, or invalidate any act done pursuant to such notice, and the Assignee may continue to so possess and collect even after any such default has been cured. The Assignee may exercise its rights under this paragraph as often as any such default may occur. The exercise of such rights shall not constitute a waiver of any of the remedies of the Assignee under the Mortgage or any other document or agreement

3. The Assignce shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease, tenancy or agreement, or under or by reason of this Assignment, and each Assignor shall and does hereby agree to indemnify and to hold the Assignce harmless of and from any and all liability, loss or damage which it may or might incur under any lease, tenancy or agreement or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any lease, tenancy or agreement. Should the Assignee incur any such liability, loss or damage under any lease, tenancy or agreement or under or by reason of this Assignment. Should the Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees and disbursements. shall be secured hereby, and each Assignor shall reimburse the Assignee therefor immediately upon demand.

4. Until the indebtedness secured hereby shall have been paid in full, each Assignor covenants and agrees, upon demand, to transfer and assign to the Assignee aoy and all leakes, tenancies or agreements upon all or any part of the Premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary therefor.

5. Upon the payment in full of all indebtedness and other charges secured hereby, and upon recording of a discharge or satisfaction of the separate mortgage which this Assignment is collateral security for, this Assignment shall become and be void and of no effect, and any person may and is hereby authorized to rely thereon.

6. This Assignment applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "lease, tenancy or agreement" as used herein means the leases, tenancies and agreements hereby assigned or any extensions or renewals thereof or any leases, tenancies or agreements subsequently executed by any Assignor covering the Premises or any part thereof.

7. All notices, demands or documents of any kind which the Assignee may be required to or may desire to serve upon any Assignor hereunder, may be served by delivering the same to such Assignor personally, or by depositing a copy of such notice, demand or document in the United States certified mail. postage prepaid, and addressed to such Assignor at his or her address, as set forth herein, or to such address that may have beer furnished to the Assignee in writing by such Assignor for this purpose.

8. The Assignce may assign this Assignment and the rights accruing hereunder to any subsequent assignce and holder of the Note and Mortgage for which this Assignment is given as additional security.

9. Each Assignor hereby authorizes the Assignee to file on behalf of such Assignor and the Assignee, a financing statement or statements covering this Assignment, signed by the Assignee alone, as the Assignee may deem necessary or desirable

10. In case of conflict between the terms of this Assignment and the terms of the Note and Mortgage, the terms of the Note and Mortgage shall prevail.

Each Assignor warrants that there has been no prepayment or anticipation of rent, issues, income or profits provided for in any lease, tenancy or agreement and that said leases, tenancies and agreements have not been amended or modified except as set forth herein. Each Assignor further warrants that no default exists in said leases, tenancies or agreements.

IN WITNESS WHEREOF, each Assignor has executed this Assignment as of the day and year first above written

#### RPM ECOSYSTEMS ITHACA, LLC

B Marvin G. Marshall, Manager

### STATE OF NEW YORK COUNTY OF TOMPKINS

) ) SS. )

On the 16th day of November, in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared MARVIN G. MARSHALL, personally known to me or proved to me on the basis of satisfactory evidence to by 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 this instrument

otary Public

DAVID A. TYLER Notary Public, State of New York No. 4635353 Ouallied in Tempilins County Consists on Expressiont 30, 20

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### SUBJECT TO the following:

- 1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.
- Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.
- 3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.
- 4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.
- 5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.
- 6 Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.
- Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August
   1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.
- 8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.
- Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.
- 10. Easement granted to The Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Rights of the public in and to that portion of the premises which lie within the bounds of the public highway.



# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850

(607) 274-5431 Fax: (607) 274-5445 Delivered By: NYSEG a

No. of Pages:	3	Delivered By: NYSEG
Receipt No.	504746	Retum To: NYSEG
DATE:	02/28/2007	REAL ESTATE RECORDS PO BOX 5224 BINGHAMTON NY 13902-5224
Time:	02:41 PM	
Document Type:	NYSEG easement	· ·

Parties To Transaction: **RPM** 

Mortgage information Deed Information Mortgage Amount Consideration: \$0.00 Basic Mtge. Tax: \$0.00 Transfer Tax: Special Mtge. Tax: 01946 RETT No: Additional Mtge. Tax: County Transfer Tax: \$0.00 State of New York Mortgage Serial No .: **Tompkins County Clerk** 

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti.

**Tompkins County Clerk** 4 6 7

# Instrument Number

\*504746-007\*

EASEMENT

THIS INSTRUMENT WITNESSETH THAT

RPM Ecosystems Ithaca, LLC

		the second second second second second second second second second second second second second second second se		
ereinafter called the Gra	ntor(s), being the owner(s) of o	r having an Interest i	n land situate in the _ , State of New York, fro	
DRYDE	N, County of		_ , State of New Tork, no	Hang on the store of
ighway known as		_, bounded	easterly	·
y lands of	n/f Osmeloski, et al	and	westerly	· · ·
y lands of lo/100 Dollars (\$1.00), t TATE ELECTRIC & GA	Willow Glen Cemetery, et a he receipt of which is hereby a S CORPORATION, a corporati the Town of Kirkwood, County	acknowledged, does ion organized under : 	hereby grant and release the laws of the State of N New York, bereinafter cal	ew York, having an led the Grantee, its

assees, licensees, successors and assigns forever, a permenent easement end right or way, with the right, privilege and authority to install, construct, reconstruct, extend, operate, inspect, meintain, repair, replace, and at its pleasure, remove, inderground electric, gas and communication systems, including cables, wires, vauits, pedestals, closures, hand/man inderground electric, gas and conduits, with the necessary fixtures or expurtenances thereto, including transformers end including equipment, which the Grantee shall require now and from time to time for the underground transmission and/or switching equipment, which the Grantee shall require now and from time to time for the underground transmission and/or distribution of electric current, natural and/or menufactured gas end communications, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is \_\_\_\_\_\_ feet in width throughout its extent, te, lying and being as follows:

As shown on attached Exhibit "A"	

THE GRANTEE, its successors and assigns, are hereby expressly given end granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and provide state barely acceled to be connected either to commend or provide the same shall be divisible.

owners, as to any light or lights created hereunder, so that each assignee or owner shall have the foll rights and privileges herein granted, to be owned and enjoyed either in common or severally. TOGETHER with free ingress and egress over the essement and right of way and other lands of the Grantor(s) for all of the above purposes and the right now and from time to time to time, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, roots, brush, structures and other obstructions within said easement and right of

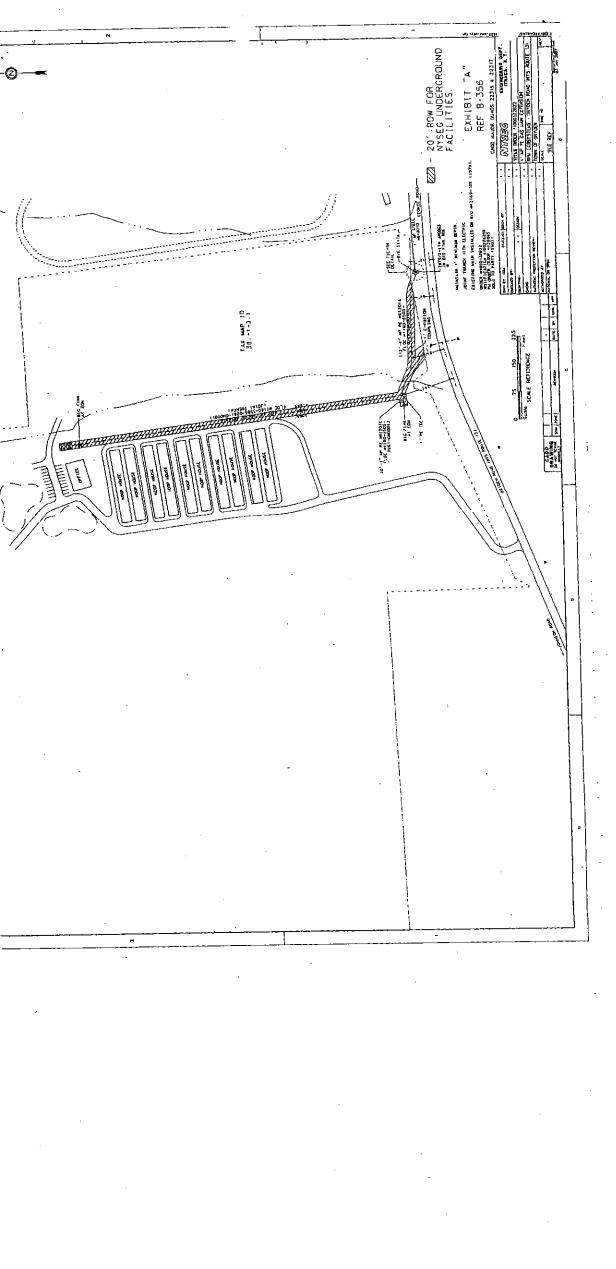
Way.
 PROVIDED, however, thet any demage (other then for trimming, cutting, treating, burning end/or removing trees, roots, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be bome by the Grantee.
 RESERVING, however, to the Grantor(s) the right to cultivate the ground and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforeseid and shall not disturb the grede of seid ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be underteken within the limits of the easement and right of way without written consent of the Grantee.
 This Instrument shall be binding on and Inure to the benefit of the partles hereto end their respective heirs, executors, administrators, successors and assigns.

\_hand(\$) and seal(s) this IN WITNESS WHEREOF, the Grentor(s) ha 19\_\_\_ hereunto set . ame 8<u>m</u> 2007 day of January

IN PRESENCE OF:	(L.S.) Released
	Address: 15 Prover Rugid
	(L.S.)
	Address:
	(L.S.)
······	Address:
	(L.S.)
	Address:
	RW-7, 02/00

ge	- Dated Gaznulany 8 , 2007 - STATE OF NEW YORK } - COUNTY OF } ss: Recorded on the day of	Line Parcel No. 425 Auth Parcel No. 43-70 Construction W.O. No. 1000 133622 RPM ECOSY STEMS THACA, LLC By Marvin Marshall By Marvin Marshall By Marvin TO & GAS CORPORATION	New York State Electric & Gas Corp Records Management & Real Estate Services EASEMENT (Personal or Corpor
* "For the purposes of this section, the term "person" means any corporation, joint slock company, estate, general partnership (including any registered limited liability partnership) in the imited liability partnership). Ilmited liability company (including a professional service fimited liability company), foreign fimited liability company (including a foreign professional service limited liability company), foreign professional service limited liability company), foreign professional service limited liability company), investment wenture. If inited partnership, natural person, atomey in fact, real estate investment trust, business trust or other frust custodians, nominee or any other individual or entity in its own or any representative capacity."	capacity(ties), and that by his/hear/thoir signature(b) on the instrument, the Individual(b) or the person upon behatt of which the Individual(b) acted, executed the instrument. Notary Public Savijas Geodes Natury Public State of New York No olig65022076 No olig65022076	STATE OF NEW YORK ) COUNTY OF <u>TampKin2</u> ss: On the <u>8</u> <sup>th</sup> day of <u>Jamuary</u> <u>2</u> <u>cs</u> , before me, the undersigned, a Notary Public in and for said State, personally appeared <u>10</u> <u>cs</u> , before me, the undersigned, a Notary Public in and for said State, personally appeared <u>10</u> <u>cs</u> , before me, the undersigned a Notary Public in and for said State, personally appeared <u>10</u> <u>cs</u> , before me, the undersigned to the the basis of satisfactory evidence to be the basis between the underside the same in his/bactured basis basis under the that the the that the that the the the that the that	ent & Real Estate Services RViC RVICRVIC RVIC RVIC RVIC RVIC RVICR
• "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership). Ilmited liability limited liability partnership), limited liability company (including a professional service limited liability company), bretejn irmited liability company (including a foreign professional service limited liability company), ipint venture, limited partnership, natural person, attorney in fact, real partnership, natural person, real	capacity(is), and that by intertention synamocy 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 } COUNTY OF	C- <u>Q5</u> (Personal or Corporate Acknowledgment)
TAX MAP NUMBER Section 3. Block L Lot 3. PROPERTY MANAGEMENT RECORDS CENTER NEW YORK STATE ELECTRIC & GAS CORP. POST OFFICE BOX 5224 BINGHAMTON, NEW YORK 13902-5224	<u> </u>	STATEOF NEW YOR       ss:         COUNTY OF       ss:         On this       day of	(Subscribing Witness Acknowledgment)

\_\_\_\_



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NY

# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

Delivered By: No. of Pages: 2 Return To: 505764 Receipt No. SCHLATHER, GELDENHUYS STUMBAR & SALK 200 E BUFFALO ST 03/21/2007 DATE: PO BOX 353 ITHACA, NY 14851 Time: 03:38 PM

Document Type: MISC RECORDS

### Parties To Transaction: RPM ECOSYSTEMS

Deed Information

Consideration:

Transfer Tax:

RETT No: 00000

County Transfer Tax:

State of New York **Tompkins County Clerk** 

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti.

**Tompkins County Clerk** 

### SCHLATHER, GELDENHUYS STU

Mortgage Information

Mortgage Amount

Basic Mtge. Tax:

Special Mtge. Tax:

Additional Mtge. Tax:

Mortgage Serial No.:

### WRITTEN CONSENT OF THE MEMBER OF RPM ECOSYSTEMS ITHACA, LLC

WHEREAS, pursuant to the Operating Agreement and other constituent documents of RPM ECOSYSTEMS ITHACA, LLC (the "Company"), application was made to TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("TCIDA") to obtain certain public benefits to assist in constructing and equipping the Company's project being located at 2170 Dryden Road (N.Y.S. Route 13), in the Town of Dryden, Tompkins County, New York, and

WHEREAS, the August 4, 2006 authorizing resolution adopted by TCIDA was amended January 5, 2007 to recognize that the Company as the property owning and operating entity in place of RPM Holdings, LLC ("Holdings") the operating entity being wholly owned by Holdings, and

AND WHEREAS, the Company has applied for and negotiated with TCIDA to permit the Company to enter into a Payment In Lieu of Taxes ("PILOT") Agreement,

AND WHEREAS, Holdings, the said sole Member of the Company has consented to and authorized the Company to enter into the PILOT Agreement, to execute required lease and leaseback agreements, and such other instruments, documents and affidavits as may be required to fulfill the requirements of the TCIDA in connection with such PILOT Agreement, and to pay the costs related thereto.

NOW, THEREFOR, the undersigned, being the sole Member of the Company, hereby confirms the authorization of the following action and the following resolutions passed on consent without a meeting of said sole member pursuant to the terms of Section 407 of the Limited Liability Company Law of the State of New York and the provisions of the Limited Liability Company Operating Agreement of the Company as set forth above:

BE IT RESOLVED that the Company is authorized to enter into a lease, leaseback and PILOT Agreement with TCIDA, all in substantially the form presented to the Member concurrently with the execution of this Consent, and

BE IT FURTHER RESOLVED that Marvin G. Marshall, as Managing Member of RPM Holdings, LLC, is authorized to negotiate final form of such documents and agreements, and to execute the final lease, leaseback and PILOT Agreement on behalf of the Company, and

BE IT FURTHER RESOLVED that the General Manager of the Company is authorized to take such additional steps to effectuate the completion and execution of said agreements, including, but not limited to, execution and delivery of such forms, approvals, affidavits, and any and all other documents and instruments deemed necessary, desirable or appropriate in order to complete such agreement, and to make such payments of such charges, recording fees and other fees, including, without limitation, the Company and IDA attorney fees, and additional IDA fees relating to the transaction, and

BE IT FURTHER RESOLVED that the member of the Company ratifies the actions of the Managing Member of RPM Holdings, LLC in negotiating and entering into preliminary agreements with the IDA for such PILOT Agreement; and

BE IT FURTHER RESOLVED that this Written Consent may be executed in one or more counterparts.

The undersigned, being the sole Member of RPM ECOSYSTEMS ITHACA, LLC, a New York Limited Liability Company, does hereby confirm their consent to all of the actions and resolutions as set forth above effective as of the 8th day of March, 2007.

RPM HOLDINGS, LLC, as Managing & Sole Member, by Marvin G. Marshall

NOTE: Marvin G. Marshall, Patricia J. Marshall, Judy Lovelace and Wayne Lovelace, collectively control RPM Ecosystems Ithaca, LLC derivatively, through their collective 76% ownership of RPM Holdings, LLC, the sole owner and member of RPM Ecosystems Ithaca, LLC.

RATIFIED AND CONFIRMED: By RPM HOLDINGS, LLC

Dated: March 8, 2007

Dated: March 8, 2007

Dated: March 8, 2007

Dated: March 8, 2007

Marvin G. Marshall, Managing Member (President)

Patricia L Marshall, Treasurer and Member

Vice President and Member Judy Lovelace,

Wayne Løvelace, Secretary and Member

Vf

# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax<sup>-</sup> (607) 274-5445 Instrument Number \*505764-003\*

No. of Pages:	4	Delivered By:	SCHLATHER, GELDENHUYS STU	
Receipt No.	505764		THER, GELDENHUYS STUMBAR & SALK	
DATE:	03/21/2007	200 E BUFFALO ST PO BOX 353 ITHACA, NY 14851		
Time:	03:38 PM			
Document Type:	EASEMENT/LEASE			

Parties To Transaction: RPM ECOSYSTEMS

Deed Information		Mortgage Information
Consideration:	\$0.00	Mortgage Amount
Transfer Tax:	\$0.00	Basic Mtge. Tax:
RETT No.	02123	Special Mtge. Tax:
County Transfer Tax:	\$0.00	Additional Mtge. Tax
State of New York Tompkins County Clea	ĸ	Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

aurora R. Valenti.

Tompkins County Clerk 5 0 5 7 6 4 - 0 0 3 \*

### MEMORANDUM OF LEASE PURSUANT TO SECTION 291-c OF THE REAL PROPERTY LAW (Agency to Company)

MEMORANDUM dated as of the 8th day of March, 2007, by and between TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York, with offices at 200 East Buffalo Street, Suite 102A, Ithaca, New York 14850 (the "Agency") and RPM ECOSYSTEMS ITHACA, LLC, a limited liability company duly formed and validly existing pursuant to the laws of the State of New York, with offices located at 2150 Dryden Road, P.O. Box 6, Dryden, New York 13053 (the "Company").

Reference to Lease: Leaseback Agreement dated as of the date hereof (the "Lease"), whereby the Agency leases to the Company certain real property.

Description of the Leased Premises: Certain real property and improvements located in the Town of Dryden, Tompkins County, as more particularly described on Schedule A attached hereto (the "Leased Premises").

Term of Lease: Commencing as of the date hereof, and ending February 1, 2015. 3.

Date of Commencement: the date hereof. 4.

Date of Termination: February 1, 2015. 5.

Rights of Extension or Renewal: None. 6.

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease to be executed in their respective names, all as of the date first written above.

TOMPKINS COUNTY, INDUSTRIAL DEVELOPMENT AGENCY Βv Michael B. Stamm, Administrative Director RPM ECOSYSTEMS ITHACA, LLC

Marvin G. Marshall, Managen - Acres

STATE OF NEW YORK COUNTY OF TOMPKINS ) ss.:

On the 8<sup>th</sup> day of March, in the year 2007, before me, the undersigned, a notary public in and for said state, personally appeared MICHAEL B. STAMM, 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 on behalf of whom the individual acted, executed the instrument.

Notary Public

H\mgdata\IDA\RPMLeaseback.mem 1/23/07

- Page 1 -

MARIETTE GELDENHUYS Notary Public, State of New Yor No. 4947128 Qualified in Tompkins County 201 Commission Expires February 13, 201

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

On the 8<sup>th</sup> day of March, in the year 2007, before me, the undersigned, a notary public in and for said state, personally appeared MARVIN G. MARSHALL, 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 on behalf of whom the individual acted, executed the instrument.

Notary Public

DAVID A. TYLER Notary Public. State of New York No. 4633353 Qualified in Tompkins County Commission Expires Sept 30, 20<u>(</u>0

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- Page 2 -

H\mgdata\IDA\RPMLeaseback.mem 1/23/07

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

BEGINNING at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road; proceeding thence northwesterly along the centerline of Virgil Creek for a distance of 581 feet  $\pm$  to a point in said centerline (this course having a chord bearing of N 54° 32' 16" W and a chord distance of 576.26 a point in said contentine (ins course having a choice ocaring of 1, 5, 52, 15, 11 and a chiefe choice of eristic feet); proceeding thence S 06° 16' 39" W, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a <sup>1</sup>/<sub>4</sub>-inch diameter rebar and survey cap; proceeding thence N 87° 53' 36" W for a distance of 612.02 feet to a point marked by an iron pin; proceeding thence S 07° 02' 38" W for a distance of 1,031.96 feet to a point marked by a 24-inch diameter rebar and survey cap; proceeding thence S 82° 35' 39" E for a distance of 405.90 feet to a point marked by an iron pin; proceeding thence S 02° 47' 35" W for a distance of 1,035.23 feet to a point; proceeding thence N 83° 10' 11" W for a distance of 7.15 feet to a point marked by a concrete highway monument; proceeding thence S 44° 41' 56" W for a distance of 37.41 feet to a point; proceeding thence N 80° 04' 35" W for a distance of 121.56 feet to a point marked by a concrete highway monument; proceeding thence N 89° 29' 49" W for a distance of 243.95 feet to a point marked by a concrete highway monument; proceeding thence N 26° 19' 00" W for a distance of 47.78 feet to a point marked by a concrete highway monument; proceeding thence N 78° 35' 18" W for a distance of 17.67 feet to a point marked by a concrete highway monument; proceeding thence S 31° 53' 49" W for a distance of 48.77 feet to a point marked by a concrete highway monument; proceeding thence S 77° 13' 43" W for a distance of 559.27 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence S 37° 08' 00" W for a distance of 43.65 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 78° 25' 12" W for a distance of 4.35 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence N 08° 18' 56" E, passing through a point marked an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence N 82° 25' 46" W for a distance of 1,385.19 feet to a point marked by an iron pipe; proceeding thence N 08° 05' 44" E, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a <sup>3</sup>/<sub>4</sub>-inch diameter rebar and survey cap; proceeding thence S 80° 54' 00" E for a distance of 1,362.10 feet to a point marked by a square stone monument; proceeding thence N 07° 34' 00" E for a distance of 935.23 feet to a point marked by a ¼-inch diameter rebar and survey cap in the centerline of the "Old Creek Road"; proceeding thence southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of S 29° 22' 36" E and a chord distance of 386.09 feet) to a point marked by a 34-inch diameter rebar and survey cap; proceeding thence S 83° 10' 43" E for a distance of 1,266.78 feet to a point marked by a 4-inch diameter rebar and survey cap in the centerline of the abandoned South George Road; proceeding thence along said former centerline S 32° 45' 13" E for a distance of 107.87 feet; continuing thence along said centerline on a curve (having a radius 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road"); proceeding thence along the centerline of George Road S 14° 06' 18" W for a distance of 48.18 feet to a point; continuing thence along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing thence along said centerline S 08° 42' 00" W for a distance of 342.25 feet to the point or place or beginning.

TOGETHER with a right of way as reserved in the deed by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 6, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79). SUBJECT TO the following:

1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.

-5-

- Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.
- 3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.
- Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.
- Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.
- Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.
- Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August
   5, 1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.
- 8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.
- 9. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.
- 10. Easement granted to The Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Rights of the public in and to that portion of the premises which lie within the bounds of the public highway.



# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages:	2	Delivered	d By:	NYSEG	
Receipt No.	512098	NYSEG			
DATE:	07/23/2007		REAL ESTATE RECORDS PO BOX 5224 BINGHAMTON NY 13902-		
Time:	02:22 PM				

NYSEG easement Document Type:

**RPM ECOSYSTENS** Parties To Transaction:

Deed Information		Mortgage Information
Consideration:	\$0.00	Mortgage Amount
Transfer Tax:	\$0.00	Basic Mtge. Tax:
RETT No:	03586	Special Mtge. Tax:
County Transfer Tax:	\$0.00	Additional Mtge. Tax:
State of New York Tompkins County Cle	rk	Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

aurora R. Valenti.

**Tompkins County Clerk** 

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### E. JEMENT

### THIS INSTRUMENT WITNESSETH THAT \_\_\_\_ RPM Ecosystems Ithaca, LLC\_\_\_

hereinafter called the Gra	antor(s), being the owner(s) o	f or having an interest	in land situate in the	Town of
DRYDEN	, County of	TOMPKINS	_ , State of New York, fro	onting on the street or
highway known as	George Road	, bounded	norther	(
by lands of	George Junior Republic	and	southerly	

The easement and right of way hereby granted and released is <u>20</u> feet in width throughout its extent, situate, lying and being as follows:

The centerline of right of way to enter grantor's land from the southeast and lands of Loomls & Petrillose at a point about 25 feet north of grantor's southeast corner; thence said centerline to extend northwest a distance of about 575 feet to a point; thence turn an angle to the left and extend northerly a distance of about 320 feet to a point. Together with service laterals and guying facilities lying outside of the above specified with a right of way.

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THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privilege because because provide states and and entered and entered either in common or severally.

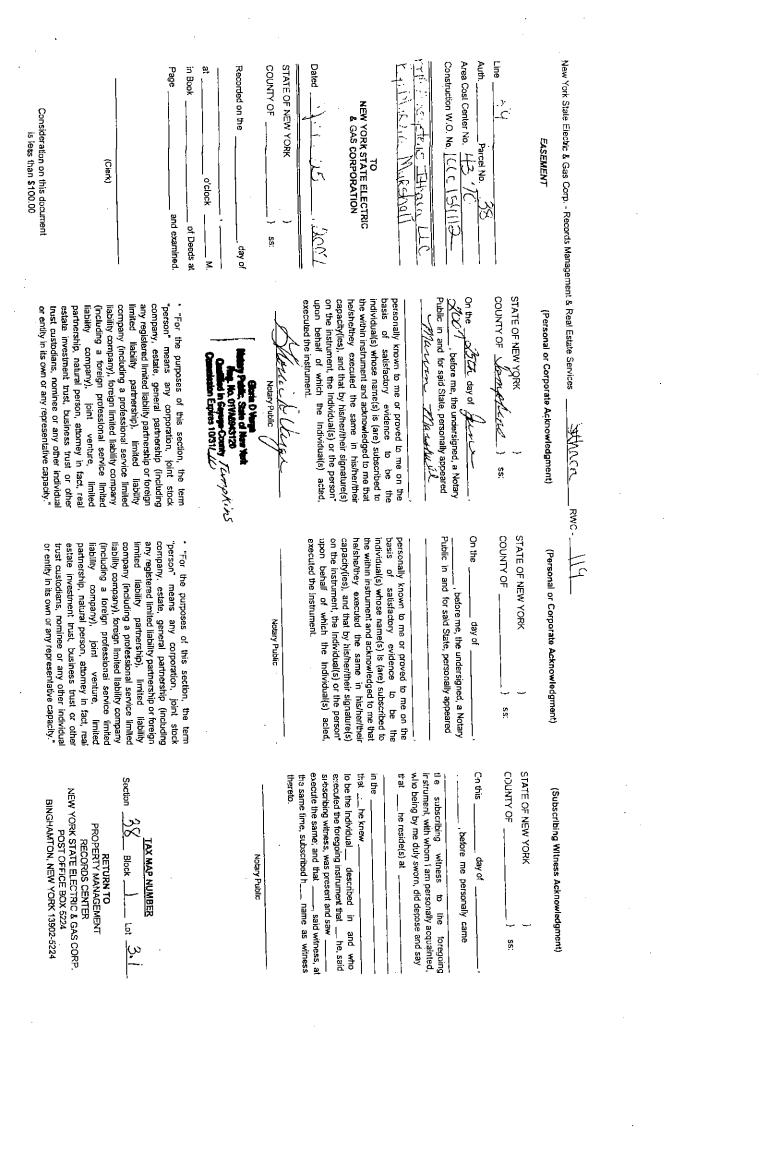
privileges herein granted, to be owned and enjoyed either in common or severally. TOGETHER with rights for free ingress and egress over the easement and right of way and other lands of the Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantee, may interfere with the constituent of the granted, the provide the trees adjacent to the right of way that.

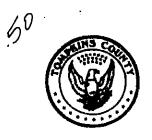
construction, operation and maintenance of its line or lines. PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its right under this instrument shall be burne by the Grantee.

brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee. RESERVING, however, to the Grantor(s) the rights to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a

clearance of \_\_\_10\_\_\_ feet or more from Grantee's aerial wires with vehicles, machinery and equipment. This instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) ha <u>:</u> 	hereunto sethttp://hand(s) and seal(s) this
IN PRESENCE OF:	(2.3) Usharillanagai
	Address: 2150 Drindon Kuad Drinden Drin Jok 13053
	(L.S.) Address:
	(L.S.)
	Address:





# Aurora R. Valenti TOMPKINS COUNTY CLERK

Instrument Number

\*516824-008\*

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320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages:	2	Delivered	Ву:	NYSEG
Receipt No.	516824	Return To: NYSEG REAL ESTATE RECORDS		TATE RECORDS
DATE:	10/24/2007		PO BOX BINGHAI	5224 MTON NY 13902-5224
Time:	02:28 PM			
Document Type:	NYSEG easement			

Parties To Transaction: RPM

Desd Information		Mortgage Information
Consideration:	\$0.00	Mortgage Amount:
Transfer Tax:	\$0.00	Basic Mige. Tax:
RETT No:	01078	Special Mtge. Tax:
County Transfer Tax:	\$0:00	Additional Mtge. Tax:
State of New York Tompkins County Cle	rk	Mortgage Serial No

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

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Aurora R. Valenti.

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**Tompkins County Clerk** 

## EnSEMENT

THIS IN	ISTRUMENT WITNESSETH THAT	RPM Ecosystems Ithaca, LLC

inafter called the Grantor(	-) being the owner(s) of (	or having an intere	st in land situate in the 🔄 _	
inafter called the Grantor(		TOMPKINS	, State of New York, f	ronting on the street or
DRYDEN	, County of	······································	norther	
way known as	George Road	, bounded _		
-// 0	eorge Junior Republic	and	southerN	
ands of	eorge gamer ropaste		for and in consideration (	of the sum of One end

100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK TE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an a table to the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its and the town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its te at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its sees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and hority to construct, reconstruct, relocete, extend, operate, Inspect, maintain, repair, replace, and at its pleasure, nove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, ces, communications facilities and other fixtures and appurtenances which the Grantee shall require now and from e to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or rate use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

feet in width throughout its extent, The easement and right of way hereby granted and released is 20

ate, lying and being as follows: the centelrine of right of way to enter grantor's land from the southeast and lands of Loomis & Petrillose at a point out 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend westerly a distance of about 620 but 25 feet north of grantor's southeast corner, thence said centerline to extend wester by the with service laterals and guying facilities lying outside of the above specified width of right of way. The easement supercedes prior easement dated June 25, 2007, recorded July 23, 2007, instrument #512098-010.

\_ feel or more from Grantee's aerial wires with vehicles, machinery and equipment. This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, is, edministrators, successors and assigns. clearance of

executors, euromations, edecodered	. 6.01	hand(s) and seal(s) this
IN WITNESS WHEREOF, the Grantor(s) ha	hereunto sethus	
10th day of September	2007	
IN PRESENCE OF:	week the all	(L.S.)
	Address: 2150 Dry	len Koal
	Leyden, My	(L.S.)
	Address:	
		(L.S.)
	Address:	
		RW-3, 02/00

at	& GAS CORPORATION	Line 57 Auth. Parcel No. 39 Area Cost Center No. 43-70 Construction W.O. No. 1000159 RPM ECOSYSTEMS THACA BY: MARVIN G. MARShall	New York State Electric & Gas Con EASEMENT
M Deeds at "For the purposes of this sectio "person" means any corporation, company, estate, general partnersh any registered isnitied inability partnersh limited tability partnership), limit company (including a professional se liability company), foreign limited habil (including a foreign professional se liability company), foreign professional se liability company), joint ventu partnership, natural person, attorney estate investment trust, business tr trust custodians, nominee or any oth or entity in its own or any representatio	halshelthey executed the same in capacity(ies), and that by hisher/their on the ustrument, the individual(s) or upon behalf of which the individu executed the instrument. Notary Public SS: Notary Public Notary Public	on the 10th day of Softand On the 10th day of Softand DOO1, before me, the undersigned, Public in and for said State, personally ap Public in and for said State, personally ap personally known to me or proved to m basis of satisfactory evidence to individual(s) whose name(s) is (are) subs the within instrument and acknowledged to	New York State Electric & Gas Corp Records Management & Real Estate Services
<ul> <li>The term</li> <li>"For the purposes of this section, the term</li> <li>"person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), it mited liability company (including a professional service limited liability company (including a foreign limited liability company (including a professional service limited liability company (including a toreign professional service limited liability company (including a toreign professional service limited liability company, foreign limited liability company in fact, read partnership, natural person, attorney in fact, read partnership, natural person, attorney in fact, read estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."</li> </ul>		Y Public in and for since basis of satisfate to individual(s) whose at the within instrument	RWC
TAX MAP NUMBER Section 3. Block 1. Lot 3. PROPERTY MANAGEMENT RECORDS CENTER NEW YORK STATE ELECTRIC & GAS CORP. POST OFFICE BOX 5224 BINGHAMTON, NEW YORK 13902-5224	unat	day of	(Subscribing Witness Acknowledgment) STATE OF NEW YORK

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# Aurora R. Valenti TOMPKINS COUNTY CLERK

**Instrument Number** 

\*520587-007\*

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages:	2	Delivered By:	MASON DIXON
Receipt No.	520587		N DIXON
DATE:	01/18/2008	ENV	
Time:	02:37 PM		
Document Type:	EASEMENT/LEASE		
Parties To Transa	action: RPM		

Deed Information		Mortgage Information
Consideration:	\$0.00	Mortgage Amount
Transfer Tax:	\$0.00	Basic Mtge. Tax:
RETT No:	01859	Special Mtge. Tax:
County Transfer Tax:	\$0.00	Additional Mtge. Tax:
State of New York Tompkins County Cle	ſĸ	Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

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aurora R. Valenti

Tompkins County Clerk

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### MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is made and entered into this <u>the</u> day of <u>Decenber</u>, 2007, by and between RPM Ecosystems Ithaca, LLC, a New York limited liability company, whose address is 95 Brown Rd., Ithaca, NY 14850, hereinafter called "Lessor", and Ansbro Petroleum Company, LLC whose address is 555 17<sup>th</sup> Street, Suite 2505, Depyer, Colorado 80202 bereinafter called "Lessor". Denver, Colorado 80202 hereinafter called "Lessee".

#### WITNESSETH

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee a Paid Up Oil and Gas Lease dated <u>December 7, 2007</u>, and made effective <u>December 7, 2007</u>, which provides for a five (5) year primary term and an option to extend for an additional five (5) year term covering Lessor's interest in the following described lands:

Tax Map No(s): 38-1-3.1

and is bounded substantially by lands now or formerly owned as follows:

On the North by: George Junior Republic; On the East by: Loomis, Osmeloski; On the South by: Willow Glen Cemetery, Dryden Rd.; On the West by: Cole, Willow Glen Cemetery;

On the West by: Cole, Willow Glen Cemetery; containing 155.09 acres and located in the Town of Dryden, Tompkins County, State of New York, which were conveyed to Lessor by virtue of deed dated September 22, 2006 and recorded in said County and State in Instrument NO. 497111-004, Lessor did grant, lease and let exclusively to Lessee all the oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein described, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the exclusive right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil, gas, and non-domestic water sources, free of cost; to operate, maintain, repair, and remove material and equipment. material and equipment.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Lease.

In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under be terms thereof, then without any further act or instrument whatsoever, this Memorandum of Oil and Gas Lease shall likewise. Ind to the same effect be amended, assigned or terminated, as the case may be.

LESSOR:

IN WITNESS WHEREOF this Memorandum of Oil nd Gas Least is executed as of the date first above written.

WITNESS:

Thatcher

RPM ECOSYSTEMS ITHACA, LLC

rvin Marshall, Managing Member

### ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

tate of New York:	
County of TOMPKINS	:
Dinnaler	10 1007

On **Deter 10,2007** before me, the undersigned, a Notary Public in and for said State, personally appeared **Blake Thatcher**, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in **Phillipsburg**, NJ: that he/she/they know(s) **Marvin Marshall**, **Managing Member of the RPM Ecosystems Ithaca**, LLC, to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness was present and saw said **Marvin Marshall**, **Managing Member of the RPM Ecosystems Ithaca**, LLC, execute the same; and that said witness at the same time subscribed his/her/their names(s) as a witness thereto.

My commission expires	Calabam
Name / Notary Public (print)	RACHEL E. GRAHAM Notary Public, State of New York No. 049R6152775
	Qualified in Tompkins County Commission Expiration Date 09/25/20/0

# ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

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State of New York:

County of \_\_\_\_\_

My commission expires
Signature / Notary Public
Name / Notary Public (print)

When recorded return to: Mason Dixon Energy, Inc., 101 Cai br, Ige Place, Bridgeport. WV 26330

Acknowledgement Page to a Memorandum of Oil and Gas Lease d ter the <u>746</u> day of <u>December</u>. 2007 between RPM Ecosystems Ithaca, LLC, a New York limited liability con party and Ansbro Petroleum Company, LLC.

V

# Aurora R. Valenti TOMPKINS COUNTY CLERK

Instrument Number \*525105-003\*

320 North Tioga Street Ithaca, NY 14850

(607) 274-5431 Fax: (607) 274-5445

No. of Pages:	2	Delivered By: NYSEG
Receipt No.	525105	Return To: NYSEG
DATE:	04/28/2008	REAL ESTATE RECORDS PO BOX 5224 BINGHAMTON NY 13902-5224
Time:	12:45 PM	
Document Type:	NYSEG easement	

Parties To Transaction: RPM ECOSYSTEMS ITHACA LLC

Deed Information		Mortgage Information
Consideration:	\$0.00	Mortgage Amount:
Transfer Tax:	\$0.00	Basic Mige. Tax:
RETT No:	02592	Special Mtge. Tax:
County Transfer Tax:	\$0.00	Additional Mtge. Tax:
State of New York Tompkins County Cle	rk .	Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti.

Tompkins County Clerk

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### EASEMENT

#### THIS INSTRUMENT WITNESSETH THAT

RPM Ecosystems Ithaca, LLC

				'
hereinafter called the Gra	ntor(s), being the owner(s) of	or having an interest	In land situate in the	
DRYDEN	, County of	TOMPKINS	, State of New York, from	nting on the street or
highway known as	George Road	, bounded	northerly	<u> </u>
by lands of	n/f George Junior Republic	end	<u>southerly</u>	

, for and in consideration of the sum of One and Willow Glen Cemetery, et al No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, breces, communications facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes. for public or time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

feet In width throughout its extent, The easement and right of way hereby granted end released is 20 situate, lying and being as follows:

The centerline of right of way to commence at a point (pole #131-6) in an existing electric line located on grantor's land; thence said centerline to extend westerly a distance of about 30 feet to a point. Together with service laterals and guying facilities lying outside of the above specified width of right of way.

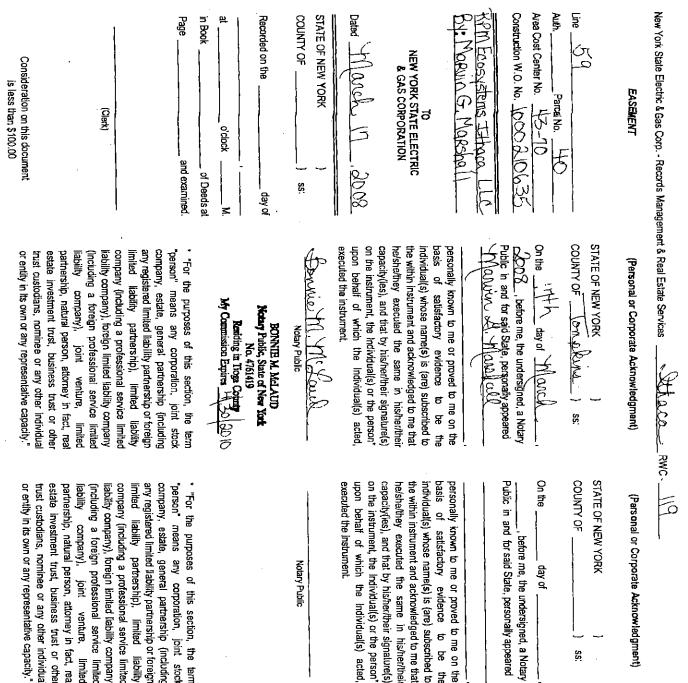
lying facilities lying outside of the above specified		
	• • • •	

THE GRANTEE, its successors end assigns, are hereby expressly given and granted the right to assign this easement and right of way, or eny part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shell have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally. TOGETHER with rights for free ingress and egress over the eesement and right of way and other lands of the Grantor(s) for all of the above purposes end the right now end from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within seid easement and right of way and such other trees adjacent to the right of way that in the opinion of the Grantee, may interfere with the of way and such other trees adjacent to the right of way that, in the opinion of the Grantee, may Interfere with the

of way and such other trees adjacent to the right of way that, in the opinion of the Grantee, may Interfere with the construction, operation and maintenance of its line or lines. PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee. RESERVING, however, to the Grantor(s) the rights to cultivate the ground between said poles, towers and supporting structures and beneath seid wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the orade of said ground as it now exists, and provided that no structure shall be erected no trees way provided that such use of said ground shall not menere with, obstruct or endanger any rights granted as aloresaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, end no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a

\_ feet or more from Grantee's aerial wires with vehicles, machinery and equipment. This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, tors, administrators, successors end assigns. clearance of .

IN WITNESS WHEREOF, the Grantor(s) ha	hereunto set hand(s) and seal	(s) this
IN PRESENCE OF:	alliared in	_ (L.S.)
	Address: 2/50 Dryden Koad Dryden, NY 13053	(L.S.)
	Address:	
		(L,S.)
	Address:	
		W-3.02/00



STATE OF NEW YORK to be the Individual \_\_\_\_ described in On this executed the foregoing instrument that \_\_\_\_ he, said in the who being by me duly swom, did depose and say COUNTY OF execute the same; and that \_\_\_\_\_ said witness, at the subscribing witness to the the same time, subscribed h\_\_\_\_ name as witness subscribing witness, was present and saw that \_\_\_\_he knew \_\_\_ instrument, with whom I am personally acquainted lherelo. (Subscribing Witness Acknowledgment) he reside(s) at , before me personally came Notary Public \_ day of and foregoing S Who

SS

or entity in its own or any representative capacity. any registered limited liability partnership or foreign company, estate, general partmership (including company (including a professional service limited trust custodians, nominee or any other individua estate investment trust, business trust or other partnership, natural person, attorney in fact, rea liability company), joint venture, limited (including a foreign professional service limited liability company), foreign limited liability company limited liability partnership), limited liability "person" means any corporation, joint stock \* "For the purposes of this section, the term

Section 38 Block NEW YORK STATE ELECTRIC & GAS CORP. BINGHAMTON, NEW YORK 13902-5224 PROPERTY MANAGEMENT POST OFFICE BOX 5224 RECORDS CENTER TAX MAP NUMBER RETURN TO Lot 3.1

# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

instrument Number	
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\*550061-002\*

No. of Pages: (including this cover page)	22	Delivered By: ANSCHUTZ EXPLORATION CORP
Receipt No.	550061	Retum To.
Date:	10/28/2009	ANSCHUTZ EXPLORATION CORP ENV
Time:	01:09 PM	
Document Type:	EASEMENT/LEASE	

Parties To Transaction: RED WILLOW NEW YORK, LLC

Town/City:

Deed Infor	mation	Mortgage Information
Taxable Consideration:	\$0.00	Taxable Mortgage Amount.
State Transfer Tax:	\$0.00	Basic Mortgage Tax:
County Transfer Tax:	\$0.00	Special Mortgage Tax
RETT No.:	02661	Additional Mortgage Tax:
		Local Mortgage Tax

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

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Aurora R. Valente

Mortgage Serial No..

**Tompkins County Clerk** 

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# ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE(S)

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In consideration of \$10.00 and other valuable consideration, the receipt of which is acknowledged, **Anschutz Exploration Corporation**, as successor in interest to Ansbro Petroleum Company, LLC, by virtue of merger, 555 Seventeenth Street, Suite 2400, Denver, CO 80202-3987, hereinafter referred to as "Assignor", does hereby sell, assign, transfer and convey to **Red Willow New York, LLC**, P.O. Box 369, Ignacio, CO 81137, hereinafter referred to as "Assignee", without covenants of warranty, express or implied, except that Assignor warrants its title by, through or under Assignor, an undivided forty percent (40%) of its right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto "the Leases", insofar as said Leases affect the lands described on Exhibit "A" (with all rights incident to said interest and personal property appurtenant thereto or obtained in connection therewith). Assignor and Assignee shall be referred to herein, individually as a "Party", and collectively, as the "Parties". In consideration of \$10.00 and other valuable consideration, the receipt of which

This conveyance is specifically made subject to all previously reserved and/or conveyed overriding royalties and the landowners royalties set forth in the leases described on Exhibit "A" attached hereto and the reservation by Assignor of an additional described on Exhibit "A" attached hereto and the reservation by Assignor of an additional overriding royalty interest equal to three percent (3%) of 8/8ths, reduced proportionately to the interest herein assigned. The overriding royalty interest reserved shall be applicable to all extensions and renewals; and is subject to its proportionate share of costs for transportation and taxes and shall not apply to hydrocarbons unavoidably lost, or used for operation, development or production purposes including without limitation, repressuring or recycling operations or pressure maintenance.

In the event either Party desires to surrender said Leases as to all or any part of the acreage covered hereby, said Party agrees to notify the other by certified mail, and each Party receiving notice shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of each such Leases as to the portion thereof to be relinquished: "Should each Party receiving notice hereunder elect to receive such a reassignment same shall be delivered by the assigning Party without receive such a reassignment, same shall be delivered by the assigning Party, without additional burdens.

This conveyance is made subject to the terms and conditions of that certain Acquisition and Exploration Agreement dated September 1, 2006, by and between Assignor's predecessor in interest, Ansbro Petroleum Company, LLC, and Assignee.

The interest herein assigned is based upon the assumption that the Leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the interest as to such Leases and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the interest herein assigned shall be proportionately reduced. If the Leases described on Exhibit "A" attached hereto cover less than the entire and undivided fee simple estate therein, then and in such event the interest herein assigned shall be proportionately reduced.

By accepting this assignment, Assignee agrees to comply with all the terms, provisions and obligations of the Leases herein assigned.

This instrument is executed this 22<sup>nd</sup> day of June, 2009, but effective as to each respective lease date set forth on the attached Exhibit "A".

ANS	CHUTZ EXPLORATION SORPORATION	I
	Pamela S. Kalstrom Vice President-Land	

S \Land\UDesn\New York\Red Willow\Assignments\Assgnment of OGL - Anschutz to Red Willow-SixMileCreek- 06 22 09.doc

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### STATE OF COLORADO

#### PENVER COUNTY OF

On this  $\mathcal{M}_{day}$  of  $\mathcal{M}_{day}$  in the year  $20 \mathcal{M}_{day}$  before me, the undersigned, a Notary Public in and for said State, Colorado personally appeared Parnela S. Kalstrom, Vice President-Land of Anschutz Exploration Corporation, a Delaware corporation, on behalf of said corporation, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

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Notary Public in and for State of Colorado the

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My commission expires: \_

Junel	2011
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When recorded return to Anschutz Exploration Corporation, 555 Seventeenth Street, Suite 2400, Denver, CO 80202 Acknowledgement Page to an Assignment of Interest in Oil and Gas Lease(s) dated the 22<sup>rd</sup> day of June, 2009 between Anschutz Exploration Corporation and Red Willow New York. LLC

S \LandUDean\New York\Red Willow\Assignments\Assgnment of OGL - Anschutz to Red Willow-SixMileCreek- 06 22 09 doc

Page 7 of 19
S Land UDean/New York/Red Willow/Assignments/Assignment of OGL Tompkins -Anschutz to Red Willow-06 22 2009 x/s

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						2933 1000-00
		21/2008 LAX MAP NO 30-1-3 LICENE SECOND	JUZ/I'L	ANSCHUTZ EXPLORATION CORPORATION	1	00 300 20
524809-002	TOMPKINS	TAY MAD NO 58-1-91 TOWN DRYDEN		ANSBRO PETROLEUM COMPANT LEC	RICHARD SYKORA A SINGLE MAN	29331005-00
524818-003	TOMPKINS	12756/2007 TAX MAP NO 62-1-4 TOWN DRYDEN	12/26/200		TIMOTHY J. FOOTE A SINGLE MAN	29331001-00
524805-003	TOMPKINS	1/25/2008 TAX MAP NO. 44-1-3 411 TOWN DRYDEN	1/25/200	ANISCHIUTZ EXPLORATION CORPORATION	MARK P HULSLANDER & BRIAN D. HULSLAWDER	29330999-00
524805-008	TOMPKINS	1/24/2008 TAX MAP NO 63-1-20.2 TOWN: DRYDEN	1/24/200	ANSCHITZ EXPLORATION CORPORATION	SEPARATE PROPERTY	129300882-00
000-176779	TOMPKINS	12/28/2007 TAX MAP NO 76-1-18 3 TOWN: DRYDEN	12/28/200	ANSBRO PETROLEUM COMPANY LLC	HUGH L. INK A MARRIED MAN DEALING IN HIS SOLE &	
	TOMPKINS	12/19/2007 TAX MAP NO. 38-1-3.3 TOWN. DRYDEN	12/19/200	ANSBRO PETROLEUM COMPANY LLC	MAN CASSANDRA PETRILLOSE LOOMIS A MARRIED WOMAN	2023099D-D0
	TOMPKINS	12/22/2007 1 AX MAP NO: 64-1-36 1 10000 DRVDEN	12/22/200	ANSBRO PETROLEUM COMPANY LLC	STEPHEN WHICHER AKA STEPHEN F WHICHER A SINGLE	00-98905200
E22627.0		12/22/2007/TAX MAP NO: 71-1-11 2 TUWN URTUEN. PET-	12/22/200	ANSBRO PETROLEUM COMPANY LLC	WILLIAM A MCCARTINEY AND ROY MCCARTINEY MARRIED	29330988-00
520058-001	TOUDKINS		121121	ANSBRO PETROLEUM COMPANY LLC	HOLY GROSS PARISH, INC. AKA CHURCH OF THE HOLY CROSS	29330986-00
522527-002	TOMPKINS	TAY MAP NO 38-1-12 TOWN DRYDEN .	100000		MICHAEL S. HALL & SHEELA M HALL HUSBAND AND WITE	29330983-00
520587-005	TOMPKINS	12/15/2007 TAX MAP NO. 75-1:43 81 TOWN DRYDEN	12/15/2007		WIFE	29330981-00
526769-001	TOMPKINS	12/1/2007 TAX MAP NO: 50-1-5 32 TOWN DRYDEN	12/1/2007	ANSBRO PETROLEUM COMPANY LLC	PAULA PETER SIDLE A SINGLE WOMAN ROBERT W BAKER, JR. & SARAH J BAKER, HUSBANO &	29330980-00
		12/14/2007 TAX MAP NO. 76-1-20.35 TOWN: DRYDEN	12/14/2007	ANS REO PETROLEUM COMPANY LLC	JEROME HUSBAND & WIFE	2933037570
520587-004	TOWDKING	12/14/2007 TAX MAP NO: 59-1-35 2 TOWN. URTUEN	12/14/2007	ANSBRO PETROLEUM COMPANY LLC	GABRIEL P. JEROME, JR. AKA GABRIEL JEROME & JEAN	
520587-006	TOMPKINS		1 El ULEVO	ANSBRO PETROLEUM COMPANY LLC	JIM RAY MOBILE HOMES, INC A NEW YORK CORPORATION	29330975-00
519773-004	TOMPKINS	13/5/2007 TAX MAP NO: 56-5-4 TOWN: DRYDEN	10/5/007			29330974-00
010-786025	TOMPKINS	11/3/2007 TAX MAP NO. 67-1-75 1 TOWN DRYDEN	11/3/2007	ANSARD PETROLEUM COMPANY LLC	LIABILITY COMPANY	
500E07 01		12/7/2007 TAX MAP NO: 38-1-3 1 LOWN DRTUEN	12/7/2007	ANSBRO PETROLEUM COMPANY LLC	THACA, LLC A NEW YORK LIMITED	00-17905500
520587-007	TOMPKINS	TAX MAP NO: 30-4-2 TOWN: ITHACA	11/30/2007	ANSBRO PETROLEUM COMPANY LLC	BRUCE G RIGHTMYER AND SANDRA RIGHTMYER, HUSBAND AND WIFE	29330971-00
519447-004	TOMPKINS					29330969-00
nn.001770	TOMPKINS	11/29/2007 TAX MAP NO: 71-1-36 TOWN: DRYDEN	11/29/2007	ANSBRO PETROLEUM COMPANY LLC	GEORGE SHELDRAKE AND TRACIE EVANS SHELDRAKE.	
E22738.002		11/27/2007 TAX MAP NO. 39-1-17.2 TOWN: DRYDEN	11/27/2007	ANSBRO PETROLEUM COMPANY LLC	ED MAN DEALING IN HIS	29330968-00
522529-001	TOMPKINS	11///2007 FAX MAP NO 40- FFT 37 10000 0000	11/1/2007	ANSBRO PETROLEUM COMPANY LLC	IOHN S & SARAH H ARSENAULT	
518513-005	TOMPKINS	11/16/2007 TAX MAP NO: 61-1-8 23 IOWN: URJUEN	11/16/2007	ANSBRO PETROLEUM COMPANY LLC		
518513-003	TOMPKINS	11/17/2007 TAX MAP NC. 48-1-61.8 LOWN DATES	11/17/2007	ANSBRO PETROLEUM COMPANY LLC	ALL, JR. & CYNTHIA S DOWDALL,	
522529-002	TOMPKINS		Case Pare	Original Lessee	Lessor	Lease No.
Kecolonik	County	Legal Description	oase Date			

Exhibit "A" Attached to and made apart of that certain Assignment of Oil and Gas Lease(s) dated June 22, 2009

# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax (607) 274-5445

Delivered By: No. of Pages: 20. ANSCHUTZ EXPLORATION CORP (including this cover page) 551848 Receipt No. Return To: ANSCHUTZ EXPLORATION CORP ENV 12/08/2009 Date. 09:31 AM Time EASEMENT/LEASE Document Type:

Parties To Transaction:

Town/City.

Deed Infor	mation		Mortgage Information
Taxable Consideration:	\$0.00		Taxable Mortgage Amount:
State Transfer Tax:	\$0.00		Basic Mortgage Tax:
County Transfer Tax.	\$0.00		Special Mortgage Tax:
RETT No.	02863		Additional Mortgage Tax:
			Local Mortgage Tax:
State of New York	,	c <b>c</b>	Mortgage Serial No.:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

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Aurora R. Valenti.

Tompkins County Clerk

Please do not remove this page. 0 0 3 4 8 8 5 5 1

### ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Exploration Corporation, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand pald and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Exploration Corporation on behalf of Ansbro Petroleum Company LLC Royalty Pool 555 17th Street, Suite 2400 Denver, CO 80202 An undivided .90 of 1% of 8/8ths

William J. Miller and Nancy Miller, as Joint Tenants with Right of Survivorship 5233 West Capri Place Littleton, CO 80123 An undivided .30 of 1% of 8/8ths

Pamela S. Kalstrom & Todd R. Kalstrom as Co-Trustees of the Pamela S. Kalstrom Trust & Todd R. Kalstrom Trust, as Tenants in Common 6732 W Princeton Place Deriver, CO 80235 An undivided .30 of 1% of 8/8ths

Scott L. Hajlcek and Marilyn S. Hajlcek, as Joint Scon L. Hajicek and Marilyn S. Haj Tenants with Right of Survivorship 2980 S Newcombe Way Lakewood, CO 80227 NO CH An undivided .15 of 1% of 8/8ths

James P. Oursland and Susan P. Oursland, as Joint Tenants with Right of Survivorship 6976 Orchard Court Arvada, CO 80007 An undivided 15 of 1% of 8/8ths

Danie<sup>1</sup> W. Bean & Company 11908 S. Foxton Road Conifer, CO 80433 An undivided .30 of 1% of 8/8ths

Marguerite K. Timbel & Ned R. Timbel. as Tenants In Common 6500 West Mansfield Avenue, #19 Denver. CO 80235 An undivided Common An undivided .30 of 1% of 8/8ths

Hal B. Koemer, Jr. & Diane Lynn Koemer. as Co-Trustees of the Hal B. Koerner, Jr. Trust & Diane Lynn Koerner Trust, as Tenants in Common 6811 Hillridge Place Parker, CO 80134 An undivided .30 of 1% of 8/8ths

Anschutz Resources Corporation 555 17<sup>th</sup> Street, Suite 2400 Denver, CO 80202 An undivided .30 of 1% of 8/8ths

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

A. Said overriding royalty interest shall be free and clear of all drilling, developing, operating costs and expenses except such costs, if any, incurred in dehydrating, A. Said overriding royalty interest shall be free and clear of all drilling, developing, operating costs and expenses except such costs, if any, incurred In dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled, therewith in connection with any recycling or pressure maintenance program, the quantity" as gas produced under said leases or from land pooled therewith inco said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lads. In the event the leases above described provide that shut-in gas payments shall be inade as royaties rather than rentals. Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment. the overriding royalty herein assigned shall be trea

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computed, paid and/or delivered to the Assignee in the same manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

B. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease discribed in Exhibit "A" attached hereto covers less than the entire and undivided fee simple mineral estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced. The overriding royalty interest herein assigned in the overriding royalty interest herein assigned on Exhibit "A" attached hereto covers less than the entire and undivided fee simple mineral estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced. The overriding royalty interest assigned herein shall not be proportionately reduced in the event that Assignor owns less than 100% of the working interest under the oil and gas leases described on Exhibit "A".

D. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee. their heirs, successors, assigns and/or legal representatives.

E. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument is executed this 9th day of July, 2009, but effective as to each respective leases date set forth on the attached Exhibit "A".

ANSCHUTZ EXPLORATION CORPORATION, formerly Ansbro Retroleum Company LLC Pamela S. Kalstrom, Vice President Land

STATE OF COLORADO ) ) ss. COUNTY OF DENVER )

This instrument was acknowledged before me on this 9th day of July, 2009 by Pamela S. Kalstrom, Vice President-Land of Anschutz Exploration, Corporation, a Colorado Corporation, on behalf of said Corporation.

Public, In Peppear e State of Co commission expires: June 1, 2011

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Lease No. 29330976-00 CHRISTIAN 29340868-00 MARY L. A ARSENAU	Lessor Curricitable Linster AND THOMAS A	Original Lessee				
	AND THOMAS A		Date			
		ANSBRO PETROLEUM COMPANY LLC	12/5/2007	215/2007 TAX MAP NO: 27-1-16.2 TOWN: ORYDEN TAX MAP NO: 24-1-35.2 TOWN: ORYDEN	TOMPKINS	519447-007
	MARY L. ARSENAULT, F/K/A MARY ARSENAULT MARION	ANSBRO PETROLEUM COMPANY LLC	12/5/2007	12/5/2007 TAX MAP NO: 15-1-37.122 TOWN: CAROLINE TAX MAP NO: 15-1-37.11 TOWN: CAROLINE TAX MAP NO: 14-1-23 2 TOWN: CAROLINE	TOMPKINS	518941-001
29201079-00 FREO	ST C/O FRED	ANSBRO PETROLEUM COMPANY LLC	12/6/2007	12/6/2007 TAX MAP NO: 34-1-6.2	TOMPKINS	520026-002
	AES. INC A NEW	ANSBRO PETHOLEUM COMPANY LLC	12/6/2007	12/6/2007 TAX MAP NO: 56-5-4 학교장과 OWN: ORYDEN	TOMPKINS	519773-004
29340871-00 GREG DEAU PROF	YORK CORPORATION GREGORY HÄRRINGTON, MARRIED MAN DEALING IN SQLE AND SEPARATE PROPERTY	YORK CORPONATION GREGORY HARRINGTON. MARRIED MAN ANSBRO PETROLEUM COMPANY LLC DEALING IN SOLE AND SEPARATE PROPERTY	12/6/2007	12/6/2007 TAX MAP NO: 9-1-17.2 TOWN: CAROLINE TAXMAP NO: 1-1-32.22 TOWN: CAROLINE	TOMPKINS	520582-008
29201085-00 LACE	RIEP AND	SHAPON M. GRIEP ANSBRO PETROLEUM COMPANY LLC	12/7/2007	12/7/2007 TAX MAP NO: 22-1-10.1 TOWN: GROTON	TOMPKINS	520026-011
	THACA, LLC A NEW .ITY COMPANY	ANSBRO PETROLEUM COMPANY LLC	12/7/2007	12/7/2007.TAX MAP NO: 38-1-3.1 TOWN: OFYDEN	TOMPKINS	520587-007
29340881-00 HARC BARC	HAROLO BARDEN, AKA HAROLD P BARDEN & KAREN BARDEN AKA KAREN	ANSBRO PETROLEUM COMPANY LLC	12/7/2007	12/7/2007 TAX MAP NO: 1-1-38.2 TOWN: CAPOLINE	TOMPKINS	522519-004
P. BA 29201087-00 STEV	P. BARDEN, HUSBAND & WIFE STEVEN L. SIMONS	ANSBRO PETROLEUM COMPANY LLC	12/10/2007	12/10/2007 TAX MAP NO: 35-1-9 TOWN: GROTON	TOMPKINS	520026-013
	THOMP	SON AND EVELYN M. ANSBHO PETROLEUM COMPANY LLC	12/11/2007	12/11/2007 TAX MAP NO: 25-1-22 TOWN: GROTON	TOMPKINS	520026-014
	THOMPSON ROGER H. & SUZANNE HINDERUTER	ANSBRO PETROLEUM COMPANY LLC	12/11/200	12/11/2007 TAX MAP NO: 9-1-57.1 TOWN: LANSING	TOMPKINS	520975.001
29330984-00 RON	RONALD J. MOORE & THERESA D. MOORE HUSBAND ANO WIFE	ANSBRO PETROLEUM COMPANY LLC	12/11/200	2/11/2007 TAX MAP NO: 23-1-15.41 TOWN: DRYDEN	TOMPKINS	520587-003

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S:Land/KLA\Assignments\Assn ORI Employees\NYcurrent wprop language\3% of 88\7909orrassignments&exhibits\Assignment of OGL Tompkins -Anschutz to Red Willow-06 15 2009.xls G

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# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

## Instrument Number \*562854-001\*

50 Delivered By<sup>.</sup> No. of Pages: (including this STEWART TITLE INSURANCE CORP cover page) Receipt No. 562854 Return To: ENV Date: 08/06/2010

08:57 AM Time:

**REGULAR MORTGAGE** Document Type:

Parties **RPM ECOSYSTEMS** To Transaction:

DRYDEN Town/City:

Mortgage Information **Deed Information** Taxable Mortgage Amount: \$500,000.00 Taxable Consideration: Basic Mortgage Tax: \$2,500.00 State Transfer Tax: Special Mortgage Tax: \$1,250.00 County Transfer Tax: Additional Mortgage Tax: RETT No 1 Local Mortgage Tax: State of New York DB01189 Mortgage Serial No .. **Tompkins County Clerk** 

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

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Aurora R. Valenti

**Tompkins County Clerk** 

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Record and Return To:

Philip M. Silver, Esq. Silver & Feldman 3445 Winton Place, Ste. 228 Rochester, NY 14623 Box 293

### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made by RPM ECOSYSTEMS ITHACA, LLC, a New York limited liability company, having a mailing address of 2150 Dryden Road, Dryden, NY 13053-9998 ("Mortgagor") in favor of US INCOME PARTNERS, LLC, a New York limited liability company, having a mailing address of 3445 Winton Place, Suite 228, Rochester, NY 14623 ("Mortgagee").

### WITNESSETH:

To secure the payment of an indebtedness in the principal sum of Five Hundred Thousand (\$500,000.00) together with all extensions, renewals, or replacements therefor, lawful money of the United States of America, to be paid with interest (said indebtedness, interest and all other sums which may or shall become due hereunder being hereinafter collectively referred to as the "Debt") Mortgagor has mortgaged, granted, conveyed, and assigned, and by these presents does mortgage, grant a security interest in, grant, convey, and assign unto Mortgagee all right, title and interest of Mortgagor in and to the property described in Schedule A attached hereto (hereinafter referred to as the "Premises") and the buildings and improvements now or hereafter located thereon (hereinafter referred to as the "Improvements");

TOGETHER WITH all right, title and interest of Mortgagor in and to the following property, rights and interests (the Premises and the Improvements together with such property, rights and interests being hereinafter collectively called the "Mortgaged Property" or "Property");

(a) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof:

(b) all machinery, apparatus, appliances, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter affixed to the Mortgaged Property, or located upon the Mortgaged Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage the day and year first above written.

RPM ECOSYSTEMS ITHACA, LLC

Marvin G. Marshall, Manager

STATE OF NEW YORK )

COUNTY OF Margen )ss .:

On the <u>44</u> day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin G. Marshall, 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

JEFFREY A. DOVE Notary Public, State of New York Qual. in Onondaga Co. No. 4831718 Commission Expires March 30, 20\_\_\_\_\_

### SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

BEGINNING at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road; proceeding thence northwesterly along the centerline of Virgil Creek for a distance of 581 feet  $\pm$  to a point in said centerline (this course having a chord bearing of N 54° 32' 16" W and a chord distance of 576.26 feet); proceeding thence 5 06° 16' 39" W, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence N 87° 53' 36" W for a distance of 612.02 feet to a point marked by an iron pin; proceeding thence S 07° 02' 38" W for a distance of 1,031.96 feet to a point marked by a \*-inch diameter rebar and survey cap; proceeding thence S 82° 35' 39" E for a distance of 405.90 feet to a point marked by an iron pin; proceeding thence S 02° 47' 35" W for a distance of 1,035.23 feet to a point; proceeding thence N  $83^{\circ}$  10' 11" W for a distance of 7.15 feet to a point marked by a concrete highway monument; proceeding thence S 44° 41' 56" W for a distance of 37.41 feet to a point; proceeding thence N 80° 04' 35" W for a distance of 121.56 feet to a point marked by a concrete highway monument; proceeding thence N 89° 29' 49" W for a distance of 243.95 feet to a point marked by a concrete highway monument; proceeding thence N 26° 19' 00" W for a distance of 47.78 feet to a point marked by a concrete highway monument; proceeding thence N 78° 35' 18" W for a distance of 17.67 feet to a point marked by a concrete highway monument; proceeding thence S 31° 53' 49" W for a distance of 48.77 feet to a point marked by a concrete highway monument; proceeding thence S 77° 13' 43" W for a distance of 559.27 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 37° 08' 00" W for a distance of 43.65 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 78° 25' 12" W for a distance of 4.35 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence N 08° 18' 56" E, passing through a point marked an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a %-inch diameter rebar and survey cap; proceeding thence N 82° 25' 46" W for a distance of 1,385.19 feet to a point marked by an iron pipe; proceeding thence N 08° 05' 44" E, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a \*-inch diameter rebar and survey cap;

proceeding thence S 80° 54' 00" E for a distance of 1,362.10 feet to a point marked by a square stone monument; proceeding thence N 07° 34' 00" E for a distance of 935.23 feet to a point marked by a H-inch diameter rebar and survey cap in the centerline of the "Old Creek Road"; proceeding thence southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of S 29° 22' 36" E and a chord distance of 386.09 feet) to a point marked by a 3-inch diameter rebar and survey cap; proceeding thence S 83° 10' 43" E for a distance of 1,266.78 feet to a point marked by a 4-inch diameter rebar and survey cap in the centerline of the abandoned South George Road; proceeding thence along said former centerline S 32° 45' 13" E for a distance of 107.87 feet; continuing thence along said centerline on a curve (having a radius 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road"); proceeding thence along the centerline of George Road S 14° 06' 18" W for a distance of 48.18 feet to a point; continuing thence along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing thence along said centerline S 08° 42' 00" W for a distance of 342.25 feet to the point or place or beginning, containing 158.2 acres (157.8 acres ± net to the apparent George Road boundary).

SUBJECT to the rights of the public in and to that portion which lie within the bounds of George Road.

SUBJECT to the following easements and rights of way of record insofar as they may affect the hereinabove described premises:

- Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.
- 2. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in liber 242 of Deeds at page 437 in said Clerk's Office.
- 3. Right of way granted to New York State Electric & Gas Corp. by an instrument in writing dated January 21, 1936 and recorded February 1, 1937 in liber 241 of Deeds at page 145 in said Clerk's Office.

4. Easement granted to Iroquois Tel. Corp. by an instrument in

writing dated February 17, 1965 and recorded March 1, 1965 in liber 455 of Deeds at page 503 in said Clerk's Office.

- 5. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in liber 483 of Deeds at page 245 in said Clerk's Office.
- 6. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in liber 483 of Deeds at page 859 in said Clerk's Office.
- 7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in liber 613 of Deeds at page 896 in said Clerk's Office.
- 8. Easement granted to The Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in liber 588 of Deeds at page 630 in said Clerk's Office.

TOGETHER with a right of way as reserved in the deed from James W. Holman and Caroline B. Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced.

BEING the same premises conveyed to the parties of the first part (1) by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in liber 598 of Deeds at page 893 in said Clerk's Office, which deed was a Deed of Correction of an earlier deed between the same parties dated July 10, 1980 and recorded that same day in said Clerk's Office in liber 578 of Deeds at page 79 and (2) by deed dated April 21, 1982 and recorded April 23, 1982 in liber 588 of Deeds at page 696 in said Clerk's Office.

The above described premises are more particularly shown on a map of survey entitled "Survey Map Lands of Paul E. & Betty J. Cook" made by Michael J. Reagan, P.L.S. No. 049892 dated 10/26/2005, which map is incorporated herein by reference and is to be filed in said Clerk's Office along with this instrument.

## Case 10-31550-5-mcr Doc 88 Filed 08/03/10 Entered 08/03/10 13:14:09 Desc Main Document Page 1 of 19

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF NEW YORK (SYRACUSE DIVISION) In re

RPM HOLDINGS, LLC,

Debtor.

In re

RPM ECOSYSTEMS ITHACA, LLC,

Case No. 10-31550-5-MCR (Main Case)

Jointly Administered Chapter 11 Proceedings

Case No. 10-31551-5-MCR -

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INTERIM ORDER APPROVING THE DEBTORS' MOTION FOR ORDER AUTHORIZING THE DEBTORS TO INCUR POST-PETITION SENIOR SECURED SUPER-PRIORITY INDEBTEDNESS, AND PROVIDING ADEQUATE PROTECTION, ALL PURSUANT TO SECTIONS 361, 363 AND 364 OF THE BANKRUPTCY CODE AND NOTICE OF FINAL HEARING

Debtor.

Upon the Motion For Order Authorizing Debtors to Incur Post-Petition Senior Secured, Super-Priority Indebtedness, and Providing Adequate Protection, all Pursuant to Sections 361. 363 and 364 of the Bankruptcy Code (the "Motion") dated July 29, 2010 of RPM Holdings, LLC ("Holdings") and RPM Ecosystems Ithaca, LLC ("Ithaca"), each as a debtor and a debtor-in-possession (collectively, the "Debtor Borrowers") filed in the above-captioned cases (the "Cases"):

(a) Seeking the Court's authorization, pursuant to Sections 105, 361, 363 and 364 of Title 11 of the United States Code (11 U.S.C. § 101 et seq., as amended, the "Bankruptcy Code") and Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for the Debtor Borrowers to obtain from Monroe Capital, Inc. or its designee ("Monroe" or the DIP Lender"), direct borrowings (the "Loans"), pursuant to that certain commitment letter dated July 23, 2010 and the first amendment to the commitment letter dated July 29, 2010, for a Senior Secured, Super-Priority Debtor-In-Possession Credit Facility, dated as of July 29, 2010 and the loan documents contemplated thereby (the "DIP Loan Agreement"), by and among Monroe and the Debtor Borrowers to fund the ongoing working capital needs of the Debtor Borrowers subject to the terms of the DIP Loan Agreement and this Interim Order, to pay fees, costs, expenses, disbursements to professionals retained by the Debtor Borrowers, or any official committees subsequently appointed in

(31544/24311/JAO/00201483.DOC)

# Case 10-31550-5-mcr Doc 88 Filed 08/03/10 Entered 08/03/10 13:14:09 Desc Main Document Page 19 of 19

Harris Beach PLLC, One Park Place, Fourth Floor, 300 South State Street, Syracuse, New York 13202.

SO ORDERED, this 🖄 day of August, 2010. HOUORABLE MARGARET CANGILOS-RUIZ UNITEO STATES BANKRUPTCY COURT JUDGE

(31544/24311/JAD/00201483.DOC)

Cash Requirements June - August 2010 Prepared July 2, 2010

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Case 10-31550-5-mcr Doc 88-1 Filed 08/03/10 Entered 08/03/10 13:14:09 Desc Exhibit 1 Page 2 of 3

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Projected income by month - September 2010 - May 2011

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Case 10-31550-5-mcr Doc 88-1 Filed 08/03/10 Entered 08/03/10 13:14:09 Desc Exhibit 1 Page 3 of 3

# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

## Instrument Number \*562854-002\*

No. of Pages:<br/>(including this<br/>cover page)13Delivered By:<br/>STEWART TITLE INSURANCE CORPReceipt No.562854Retum To:<br/>ENVDate:08/06/2010ENVTime:08:58 AMEXEMPT MORTGAGE

Parties To Transaction: RPM ECOSYSTEMS

Town/City: DRYDEN

DIVIDEN

Deed Information

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No ..

State of New York Tompkins County Clerk Mortgage Information

Taxable Mortgage Amount: \$0.00

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

0

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DB01190

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

 $\begin{array}{c|c} \\ 5 \\ 5 \\ 6 \\ 2 \\ 8 \\ 5 \\ 4 \\ - \\ \end{array}$ 

Aurora R. Valenti.

Tompkins County Clerk

Please do not remove this page.

**Record and Return To:** 

Philip M. Silver, Esq. Silver & Feldman, Esqs. 3445 Winton Place, Suite 228 Rochester, New York 14623

### ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT, is made August <u>4</u>, 2010, by RPM ECOSYSTEMS ITHACA, LLC, a New York limited liability company, having a mailing address of 2150 Dryden Road, Dryden, NY 13053-9998 ("Assignor") in favor of US INCOME PARTNERS, LLC, a New York limited liability company, having a mailing address of 3445 Winton Place, Suite 228, Rochester, NY 14623 ("Lender").

WHEREAS, the Assignor is the owner of certain land and improvements more particularly described in <u>Schedule A</u> attached hereto and made a part hereof (the "Property"), and

WHEREAS, the Property has been mortgaged by the Assignor to the Lender pursuant to a certain Mortgage and Security Agreement dated of even date herewith (the "Mortgage"), given to secure the obligations described therein (the "Debt"); and

WHEREAS, the Assignor has leased or may lease all or portions of the Property to tenants (together with tenants to whom Assignor will lease in the future, the "Tenants") pursuant to leases (including, any present and future leases, tenancies and occupancies that Assignor will enter into with future Tenants, the "Leases"), and

WHEREAS, the Assignor has agreed to assign all of its interest in the Leases to the Lender in order to further secure repayment of the Debt,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE ASSIGNOR DOES HEREBY ASSIGN, TRANSFER AND SET OVER UNTO THE LENDER AND ITS SUCCESSORS AND ASSIGNS FOREVER, all of the right, title and interest of the Assignor in and to the Leases now or hereafter affecting the Property or any part thereof and all amendments, modifications, extensions and renewals thereof (the "Assigned Leases"), together with (a) all of the rents, issues and profits which may be or may become due, or to which the Assignor may now or hereafter become entitled, arising or issuing out of the Assigned Leases or from or out of the Property or any part thereof, (b) all insurance proceeds heretofore and hereafter paid by reason of any use or occupancy loss, business interruption or interruption of rental payments under the Assigned Leases or any part thereof, and (c) all condemnation proceeds hereafter paid by reason of any taking related to the Assigned Leases, which rents, issues, profits, condemnation proceeds, and insurance proceeds, together with any IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the day and year first above written.

**RPM ECOSYSTEMS ITHACA,** 

LLC BY Marvin G. Marshall, Manager

STATE OF NEW YORK )

COUNTY OF (Mandegan )ss.: On the <u>4</u> M day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin G. Marshall, 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.

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JEFFREY A. DOVE Notary Public, State of New York Qual. in Onondaga Co. No. 4831718 Commission Expires March 30, 20

### SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

BEGINNING at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road; proceeding thence northwesterly along the centerline of Virgil Creek for a distance of 581 feet ± to a point in said centerline (this course having a chord bearing of N 54° 32' 16" W and a chord distance of 576.26 feet); proceeding thence S 06° 16' 39" W, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence N 87° 53' 36" W for a distance of 612.02 feet to a point marked by an iron pin; proceeding thence S 07° 02' 38" W for a distance of 1,031.96 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 82° 35' 39" E for a distance of 405.90 feet to a point marked by an iron pin; proceeding thence S 02° 47' 35" W for a distance of 1,035.23 feet to a point; proceeding thence N 83° 10' 11" W for a distance of 7.15 feet to a point marked by a concrete highway monument; proceeding thence S 44° 41' 56" W for a distance of 37.41 feet to a point; proceeding thence N 80° 04' 35" W for a distance of 121.56 feet to a point marked by a concrete highway monument; proceeding thence N 89° 29' 49" W for a distance of 243.95 feet to a point marked by a concrete highway monument; proceeding thence N 26° 19' 00" W for a distance of 47.78 feet to a point marked by a concrete highway monument; proceeding thence N 78° 35' 18" W for a distance of 17.67 feet to a point marked by a concrete highway monument; proceeding thence S 31° 53′ 49" W for a distance of 48.77 feet to a point marked by a concrete highway monument; proceeding thence S 77° 13' 43" W for a distance of 559.27 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 37° 08' 00" W for a distance of 43.65 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 78° 25' 12" W for a distance of 4.35 feet to a point marked by a \*-inch diameter rebar and survey cap; proceeding thence N 08° 18' 56" E, passing through a point marked an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence N 82° 25' 46" W for a distance of 1,385.19 feet to a point marked by an iron pipe; proceeding thence N 08° 05' 44" E, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 4-inch diameter rebar and survey cap;

proceeding thence S 80° 54' 00" E for a distance of 1,362.10 feet to a point marked by a square stone monument; proceeding thence N 07° 34' 00" E for a distance of 935.23 feet to a point marked by a भ-inch diameter rebar and survey cap in the centerline of the "Old Creek Road"; proceeding thence southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of S 29° 22' 36" E and a chord distance of 386.09 feet) to a point marked by a 4-inch diameter rebar and survey cap; proceeding thence S 83° 10' 43" E for a distance of 1,266.78 feet to a point marked by a 4-inch diameter rebar and survey cap in the centerline of the abandoned South George Road; proceeding thence along said former centerline S 32° 45' 13" E for a distance of 107.87 feet; continuing thence along said centerline on a curve (having a radius 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road"); proceeding thence along the centerline of George Road S 14° 06' 18" W for a distance of 48.18 feet to a point; continuing thence along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing thence along said centerline S 08° 42' 00" W for a distance of 342.25 feet to the point or place or beginning, containing 158.2 acres (157.8 acres  $\pm$  net to the apparent George Road boundary).

SUBJECT to the rights of the public in and to that portion which lie within the bounds of George Road.

SUBJECT to the following easements and rights of way of record insofar as they may affect the hereinabove described premises:

- Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an 'instrument in writing dated September 22, 1936 and recorded September 29, 1936 in liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.
- 2. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in liber 242 of Deeds at page 437 in said Clerk's Office.
- 3. Right of way granted to New York State Electric & Gas Corp. by an instrument in writing dated January 21, 1936 and recorded February 1, 1937 in liber 241 of Deeds at page 145 in said Clerk's Office.

4. Easement granted to Iroquois Tel. Corp. by an instrument in

writing dated February 17, 1965 and recorded March 1, 1965 in liber 455 of Deeds at page 503 in said Clerk's Office.

- 5. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in liber 483 of Deeds at page 245 in said Clerk's Office.
- 6. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in liber 483 of Deeds at page 859 in said Clerk's Office.
- 7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in liber 613 of Deeds at page 896 in said Clerk's Office.
- 8. Easement granted to The Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in liber 588 of Deeds at page 630 in said Clerk's Office.

TOGETHER with a right of way as reserved in the deed from James W. Holman and Caroline B. Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced.

BEING the same premises conveyed to the parties of the first part (1) by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in liber 598 of Deeds at page 893 in said Clerk's Office, which deed was a Deed of Correction of an earlier deed between the same parties dated July 10, 1980 and recorded that same day in said Clerk's Office in liber 578 of Deeds at page 79 and (2) by deed dated April 21, 1982 and recorded April 23, 1982 in liber 588 of Deeds at page 696 in said Clerk's Office.

The above described premises are more particularly shown on a map of survey entitled "Survey Map Lands of Paul E. & Betty J. Cook" made by Michael J. Reagan, P.L.S. No. 049892 dated 10/26/2005, which map is incorporated herein by reference and is to be filed in said Clerk's Office along with this instrument.



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# Aurora R. Valenti

TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages (including this cover page)	33	Delivered By: ANSCHUTZ EXPLORATION CORP
Receipt No.	568258	Return To
Date.	12/03/2010	ANSCHUTZ EXPLORATION CORP
Time:	01:53 PM	
Document Type:	EASEMENT/LEASE	

Parties To Transaction:

MULTIPLE OWNERS-ANSCHUTZ

Town/City:

<u>Deed infor</u>	mation	Mortgage Information
Taxable Consideration.	\$0.00	Taxable Mortgage Amount:
State Transfer Tax.	\$0.00	Basic Mortgage Tax:
County Transfer Tax	\$0.00	Special Mortgage Tax
RETT No.	04963	Additional Mortgage Tax:
		Local Mortgage Tax:
State of New York Tompkins County Clerk		Mortgage Serial No.:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York

Aurora R. Valenti.

Tompkins County Clerk Please do not remove this page. 8 0 5 6 2 5 8 0 1

### ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources Corporation, Suite 2400, 555 17<sup>th</sup> Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named party all of its right, title and interest in and to all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Exploration Corporation on behalf of Ansbro Petroleum Company LLC Royalty Pool 555 17th Street, Suite 2400 Denver, CO 80202 An undivided 10% of 1% of 8/8ths

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B Said overriding royalty interest shall be free and clear of all drilling, developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith in to injection wills situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program. the quantity of gas produced under said leases or from land pooled therewith ing shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of tille as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple mineral estate therein, then and in such event the overriding royalty interest assigned herein shall not be proportionately reduced. The assigner owns less than 100% of the working interest under the oil and gas leases described on Exhibit "A"

CKT CASHO III AN ASSOCIET I INDUSING AN INDUSTING STORED AND THE OTHER DRIVEN IN A

D. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives.

E. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs. representatives, successors and assigns of the parties hereto

This instrument is executed this 25th day of September, 2010, but effective as to each respective leases date set forth on the attached Exhibit "A".

ANSCHUTZ EXPLORATION CORPORATION

۱ - ۲. By: \_\_\_\_\_Pamela S. Kalstrom Vice President-Land STATE OF COLORADO ) ss COUNTY OF DENVER This instrument was acknowledged before me on this 25th day of September, 2010 by Pamela S. Kalstrom, Vice President-Land of Anschutz Exploration Corporation, a Colorado Corporation, on behalf of said Corporation 2 rado Public, in and for Peppeard tate of Co Gayle Peppeard My commission expires June 1.2011 nuclus Association provides NY 2010-09-25 ORR/ inclusive op-

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TOMPKINS	527527-002	12/10/2007 TAY MAD NO 38-1.12 2 TOWN DRYDEN		אולרחאבר 3. האוב איזה בעיר אווי הארב זוסטאניע אווע דעיר דיין ביישאין איז אין איז איז איז איז איז איז איז איז אי איז איז איז איז איז איז איז איז איז איז	29330963-00
TOMPKINS	S20587-005	12/15/2007 TAX MAP NO 75-1-43.81 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	NAUTUNALI SI MALA RISHEELA NA HALI MIISBAND AND WIFF	
IUMPKINS	526769-001	12/1/2007 TAX MAP NO 50-1-5.32 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	ROBERT W. BAKER, JR. & SARAH J BAKER, HUSBAND & WIFF	29330981-00
TOMPKINS	S205B7-004	12/14/2007 TAX MAP NO 76-1-20.35 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	PAULA PETER SIDLE A SINGLE WOMAN	29330980-00
	:		ANSBRO PETROLEUM COMPANY, LLC	HUSBAND & WIFF	29330979-00
TOMPKINS	\$20\$87-006	12 MALINONY TAY MAD NO ED.1-20 2 TOWN DRYDEN		GAARIEL & JEROME IR AKA GABRIEL JEROME & JEAN JEROME	
TOMPKINS	S19773-064	12/6/2007 TAX MAP NO: 56-5-4 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	JINGLE MAN JIM RAY MOBILE HOMES, INC A NEW YORK CORPORATION	
tompkins	520587-010	11/3/2007 TAX MAP NO: 67-1-75 1 TOWN: DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	BETTY M. SINGER A SINGLE WOMAN & ROBERT J. ARMSTRONG A	2933D974-00
TOMPKIN	SZOSB7-007 TOMPKINS	12/7/2007 TAX MAP NO: 38-1-3.1 TOWN: DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	RPM ECOSYSTEMS ITHACA, LLC A NEW YORK UMITED UABILITY COMPANY	29330973-00
TOMPKIN	519447-004 TOMPKINS	TAX MAP NO: 71-1-B TOWN' DRYDEN 11/30/2007 TAX MAP NO: 56-4-2 TOWN ITHACA TAX MAP NO: 32-1-1 TOWN: ITHACA	ANSBRO PETROLEUM COMPANY, LLC	BRUCE G. RIGHTMYER AND SANDRA RIGHTMYER HUSBAND AND WIFE	29330971-00
TOMPKINS	522738-002	11/29/2007 TAX MAP NO: 71-1-36 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	GEORGE SHELDRAKE AND TRACIE EVANS SHELDRAKE HUSBAND AND WIEF	29330969-00
TOMPKINS	52252 <del>9</del> -001	11/27/2007 TAX MAP NO: 39-1-17.2 TOWN. DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	STEPHEN J STELICK A MARRIED MAN DEALING IN HIS SOLE & SEPARATE PROPERTY	2933D968-00
TOMPKINS	518513-003 518513-005	11/15/2007 TAX MAP NO 51-1-8 23 TOWN DRYDEN 11/7/2007 TAX MAP NO 48-1-77.34 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC ANSBRO PETROLEUM COMPANY, LLC	SUZANNE WILSON A SINGLE WOMAN JOHN 5 & SARAH H ARSENAULT HUSBAND & WIFE	29330963-00 29330964-00
TOMPKINS	522529-002	11/17/2007 TAX MAP NO. 48-1-61 8 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	WILLIAM L DOWDALL, JR. & CYNTHIA S. DOWDALL, HUSBAND & WIFE	29330962-00
TOMPKINS	S2252 <del>9</del> -005	11/17/2007 TAX MAP NO: 42-1-45 322 TOWN. DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	JOANNA C. BLUH A MARRIED WOMAN DEALING IN HER SOLE & SEPARATE PROPERTY	2933D961-00
TOMPKINS		5/23/2007 TAX MAP NO 40-1-10.4 TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	GEORGE M. SHANK AND ELLEW K. SHANK	2933D960-00
TOMPKINS		11/2/2007 TAX MAP NO: 40-1-13.33 TOWN: DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	KALAY MORDOCK A MARRIED WOMAN DEALING IN HER SOLE &	00-6560EE6Z
TOMPKINS	520582-003		ANSBRO PETROLEUM COMPANY, LLC	LEROY G. CRISPELL AND DONNA C CRIPELL HOSBAND AND WIFE KALAY MORDOCK & DAVID B. 80WERS HUSBAND & WIFE	29330951-00 29330958-00
TOMPKINS	519932-002	10/25/2007 TAX MAP NO: 76-1-10 TOWN DRYDEN	ANSRRO DETROI FUM COMPANY 11C	ANDERSON A SINGLE MAN	
TOMPKINS	519934-001	10/27/2007 TAX MAP NO. 59-1-39.8 IOWN: DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	BENEDICT R. ANDERSON, AKA BENEDICT RICHARD O'GORMAN	2933D950-00
TOMPKINS	519447-006		ANSBRO PETROLEUM COMPANY, LLC	HOWARD PALMER QUICK, IR AND DALE JAMES QUICK	29330949-00
TOMPKINS	519932-006	11/1/2007 TAX MAP NO. 39-1-18.1 TOWN: DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	DEAUNG IN HER SOLE & SEPARATE PROPERTY FDWARD A SMITH & DIANA L. SMITH. HUSBAND & WIFE	29330947-00
TOMPKINS	520582-001	10/30/2007 TAX MAP NO. 39 1:22 S TOWN DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	ANDREW L. MORENUS A MARRIED MAN DEALING IN HIS SOLE & SEPARATE PROPERTY & ELAINE M. MORENUS, A MARRIED WOMAN	29330946-00
TOMPKINS	519934-003	10/29/2007 TAX MAP NO. 57-1-44 22 TOWN. DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	KAREN SCIARABBA, FKA KAREN KANNUS AND JAMES SCIARABBA, AKA JAMES SCAIRABBE	29330945-00
TOMPKINS	517499-004	10/15/2007 TAX MAP NO. 73-4-3 TOWN. DRYDEN	ANSBRO PETROLEUM COMPANY, LLC	RENEE E KEATING FKA RENEE E DWYER, A MARRIED WOMAN DEALING IN HER SOLE & SEPARATE PROPERTY	29330941-00
		rease care	Lesset	Lessor	Lease no.

Exhibit "A"

Page 19 of 30



# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

**Delivered By:** 

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No .:

## Instrument Number \*573703-002\*

STEWART TITLE INSURANCE CORP Receipt No. 573703 Return To: 04/08/2011 Date: Time: 11:34 AM Document Type: LIS PENDENS Parties To Transaction: 2011-0359 Town/City: **Deed Information** Mortgage Information Taxable Mortgage Amount: Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valint.

Tompkins County Clerk

*Please do not remove this page.* 

SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS RECEIVED / FILED

2011 APR -8 AM 11: 34

# CHEMUNG CANAL TRUST COMPANY,

v.

Plaintiff,

### NOTICE OF PENDENCY OF ACTION

Index No. 2011-0359

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP, JOHN DOE and JANE DOE.

### Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in this Court upon a complaint of the above named plaintiff against the above named defendants for the foreclosure of a mortgage bearing date the 16<sup>th</sup> day of November, 2006, executed by Marvin G. Marshall as Manager of RPM Ecosystems Ithaca, LLC, to Chemung Canal Trust Company, to secure the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,850,000.00), and recorded on November 17, 2006 in the records of the Tompkins County Clerk's Office as Instrument Number 499907-002.

AND NOTICE IS FURTHER GIVEN that the mortgaged premises affected by the said foreclosure action are described in said mortgage as follows, to wit: set forth as SCHEDULE A.

The Clerk of the County of Tompkins is directed to index this notice to the name of the defendants RPM Ecosystems Ithaca, LLC, County of Tompkins, Tompkins County Industrial

THE CROSSMORE LAW OFFICE 115 West Green Street ITHACA, New York 14850 TELEPHONE: (607) 273-5787 Development Agency, Ansbro Petroleum Company, LLC and Beck Farms, LP.

Dated: April 6, 2011 at Ithaca, New York

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorneys for the Plaintiff Office and P.O. Address 115 West Green Street Ithaca, New York 14850 Tel. (607) 273-5787

# **Tompkins County**

Search Criteria: Search Type: State File Number; Case Number: 2011-0359

## Displaying 1-37 of 37 Items

Document	# Index	# Case Type	Filed DateDo	cument Type Pla	aintiff Defendant
573703-002	2011- 0359	FORECLOSURE	04/08/2011	LIS PENDENS	CHEMUNG CANAL RPM ECOSYSTEMS
CI182662- 001	2011- 0359	FORECLOSURE	04/08/2011	Notice of Pendency of Action	TRUST COMPANY ITHACA LLC CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI182663- 001	2011- 0359	FORECLOSURE	04/08/2011	Index Number Application	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI182664- 001	2011- 0359	FORECLOSURE	04/08/2011	Foreclosure Summons	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI182665- 001	2011- 0359	FORECLOSURE	04/08/2011	Complaint	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
				Affidavit of	
CI184037- 001	2011- 0359	FORECLOSURE	04/20/2011	Corporate Service o the Secretary of State	nCHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI184171- 001	2011- 0359	FORECLOSURE	04/21/2011	Affidavit of Corporate Service Affidavits of	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI184765- 001	2011- 0359	FORECLOSURE	04/28/2011	Substitute Service and Mailing & Service & Corporate Service	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI184967- 001	2011- 0359	FORECLOSURE	05/02/2011		CHEMUNG CANAL RPM ECOSYSTEMS <sup>e</sup> 'TRUST COMPANY ITHACA LLC
CI185341- 001	2011- 0359	FORECLOSURE	05/06/2011	and Waiver of Service	<sup>CE</sup> CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI185342- 001	2011- 0359	FORECLOSURE	05/06/2011	Affidavit of Mailing	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI185413- 001	2011- 0359	FORECLOSURE	05/06/2011	Answer	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI186547- 001	2011- 0359	FORECLOSURE	05/20/2011	Affidavits of Service and Mailing Answer	CHEMUNG CANAL RPM ECOSYSTEMS
CI187375- 001	2011- 0359	FORECLOSURE	05/31/2011	=	CHEMUNG CANAL RPM ECOSYSTEMS
CI188132- 001	2011- 0359	FORECLOSURE	06/08/2011	Affidavit of Corporate Service	TRUST COMPANY ITHACA LLC
CI192411- 001	2011- 0359	FORECLOSURE	07/15/2011	Stipulation	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI193465- 001	2011- 0359	FORECLOSURE	07/22/2011	RJI # Application	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI193466- 001	2011- 0359	FORECLOSURE	07/22/2011	Proposed Order of Reference	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI193467- 001	2011- 0359	FORECLOSURE	07/22/2011	Affidavit of Regularity	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI193468- 001	2011- 0359	FORECLOSURE	07/22/2011	Affidavit of Service	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI195941- 001	2011- 0359	FORECLOSURE	08/16/2011	Order of Reference	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI197415- 001	2011- 0359	FORECLOSURE	08/31/2011	Order Appointing Substitute Referee (PRR, 8/25/11) James R. Henry, Esg. appointed	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200388- 001	2011- 0359	FORECLOSURE	10/07/2011	Cover Letter	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200389- 001	2011- 0359	FORECLOSURE	10/07/2011	Referee's Oath	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200390- 001	2011- 0359	FORECLOSURE	10/07/2011	Affidavit (Pichette)	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200392- 001	2011- 0359	FORECLOSURE	10/07/2011	Affidavit (Hoffmann Affidavit in Support	TRUST COMPANY THACA LLC
CI200393- 001	2011- 0359	FORECLOSURE	10/07/2011	of Issuance of Judgment of Foreclosure and Sal and in Support of Request for Award Attorney's Fees	of
CI200394- 001	2011- 0359	FORECLOSURE	10/07/2011	Proposed Judgment of Foreclosure and Sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200593- 001	2011- 0359	FORECLOSURE	<b>10/07/201</b> 1	Affidavit (Martin)	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200596- 001	2011- 0359	FORECLOSURE	<b>10/07/20</b> 11	Referee's Report of Amount Due	TRUST COMPANY ITHACA LLC
CI203437- 001	2011- 0359	FORECLOSURE	11/16/2011		CHEMUNG CANAL RPM ECOSYSTEMS le TRUST COMPANY ITHACA LLC
CJ040511- 001	2011- 0359	FORECLOSURE	11/16/2011	JUDGMENT OF FORECLOSURE	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC

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CI204149- 001	2011- 0359	FORECLOSURE 11/22/20	11 Terms of Sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI204150- 001	2011- 0359	FORECLOSURE 11/22/20	11 Notice of Sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI204428- 001	2011- 0359	FORECLOSURE 11/28/20	11 Affidavit of Posting notice of sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI205797- 001	2011- 0359	FORECLOSURE 12/13/20	Affidavit of Publication	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI214688- 001	2011- 0359	FORECLOSURE 03/30/20	Referee's Report of 12 Sale showing Deficiency	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC

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## SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS

CHEMUNG CANAL TRUST COMPANY,

٧.

Plaintiff,

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP, JOHN DOE and JANE DOE,

Defendants.

# Index No. 2011-0355

FORECLOSURE SUMMONS

RECEIVED/FILED

2011 APR - 8 AM 11: 34

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the state, or in the case of the United States of America, within sixty (60) days after completion of service. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

THE CROSSMORE LAW OFFICE 115 West Green Street Ithaca, New York 14850 Telephone: (607) 273-5787 TOMPKINS COUNTY is designated as the place of trial. The basis of venue is the location

of the mortgaged premises.

Dated: April 6, 2011

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorneys for the Plaintiff Office and P.O. Address 115 West Green Street Ithaca, New York 14850 Tel. (607) 273-5787

# Chemung Canal Trust Company v. RPM Ecosystems Ithaca, LLC, et al.

### Schedule A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

**BEGINNING** at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road;

proceeding THENCE northwesterly along the centerline of Virgil Creek for a distance of 581 feet plus or minus to a point in said centerline (this course having a chord bearing of NORTH 54 degrees 32 minutes 16 seconds WEST and a chord distance of 576.26 feet);

proceeding THENCE SOUTH 06 degrees 16 minutes 39 seconds WEST, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 87 degrees 53 minutes 36 seconds WEST for a distance of 612.02 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 07 degrees 02 minutes 38 seconds WEST for a distance of 1,031.96 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 82 degrees 35 minutes 39 seconds EAST for a distance of 405.90 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 02 degrees 47 minutes 35 seconds WEST for a distance of 1,035.23 feet to a point;

proceeding THENCE NORTH 83 degrees 10 minutes 11 seconds WEST for a distance of 7.15 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 44 degrees 41 minutes 56 seconds WEST for a distance of 37.41 feet to a point;

proceeding THENCE NORTH 80 degrees 04 minutes 35 seconds WEST for a distance of 121.56 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 89 degrees 29 minutes 49 seconds WEST for a distance of 243.95 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 26 degrees 19 minutes 00 seconds WEST for a distance of 47.78 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 78 degrees 35 minutes 18 seconds WEST for a distance of 17.67 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 31 degrees 53 minutes 49 seconds WEST for a distance of 48.77 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 77 degrees 13 minutes 43 seconds WEST for a distance of 559.27 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 37 degrees 08 minutes 00 seconds WEST for a distance of 43.65 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 78 degrees 25 minutes 12 seconds WEST for a distance of 4.35 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 08 degrees 18 minutes 56 seconds EAST, passing through a point marked by an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 82 degrees 25 minutes 46 seconds WEST for a distance of 1,385.19 feet to a point marked by an iron pipe;

proceeding THENCE NORTH 08 degrees 05 minutes 44 seconds EAST, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 80 degrees 54 minutes 00 seconds EAST for a distance of 1,362.10 feet to a point marked by a square stone monument;

proceeding THENCE NORTH 07 degrees 34 minutes 00 seconds EAST for a distance of 935.23 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the "Old Creek Road";

proceeding THENCE southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of SOUTH 29 degrees 22 minutes 36 seconds EAST and a chord distance of 386.09 feet) to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 83 degrees 10 minutes 43 seconds EAST for a distance of 1,266.78 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the abandoned South George Road;

proceeding THENCE along said former centerline SOUTH 32 degrees 45 minutes 13 seconds EAST for a distance of 107.87 feet; continuing THENCE along said centerline on a curve (having a radius of 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road");

proceeding THENCE along the centerline of George Road SOUTH 14 degrees 06 minutes 18 seconds WEST for a distance of 48.18 feet to a point; continuing THENCE along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing THENCE along said centerline SOUTH 08 degrees 42 minutes 00 seconds WEST for a distance of 342.25 feet to the point or place of beginning.

**TOGETHER** with a right of way as reserved in the deed by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79.

### SUBJECT TO the following:

1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.

2. Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.

3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.

4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.

5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.

6. Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.

7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.

8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.

9. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.

10. Easement granted to the Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Rights of the public in and to that portion of the premises which lie within the bounds of the public highway.

The above premises are described in accordance with a survey map entitled "SURVEY MAP LANDS OF PAUL E & BETTY J. COOK, MILITARY LOTS 36, 37 & 47, TOWN OF DRYDEN, COUNTY OF TOMPKINS, STATE OF NEW YORK", dated October 26, 2005, by Michael John Reagan, L.S., a copy of which map was filed in the Tompkins County Clerk's Office as Instrument No. 497111-006 on September 22, 2006 in Drawer ARV, Sheet 41.

**BEING** the same premises conveyed to RPM Ecosystems Ithaca, LLC by deed from Paul E. Cook and Betty J. Cook dated September 22, 2006, recorded September 22, 2006 in the Tompkins County Clerk's Office as Instrument No. 497111-004.

### SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS

### CHEMUNG CANAL TRUST COMPANY,

#### Plaintiff,

COMPLAINT

RECEIVED/FILED TOMPKINS COUNTY CLERK

2311 APR - 8 AN 11: 34

Index No.  $231-035^\circ$ 

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP, JOHN DOE and JANE DOE,

Defendants.

Plaintiff herein, by the Crossmore Law Office, its attorneys, complains of the defendants above named, as follows:

### FIRST CAUSE OF ACTION

1. That the plaintiff is a banking corporation organized and existing under the laws of the State of New York.

2. That upon information and belief, that at all times hereinafter mentioned, the defendants, as set forth in EXHIBIT A, reside or have a place of business or office at the addresses set forth therein (any of which are corporations being organized and existing under the laws of the state set forth therein) and are made defendants in this action in the capacities therein alleged.

3. That upon information and belief, the defendants John Doe and Jane Doe (said names being fictitious, it being the intention of the plaintiff to designate any occupants of the premises

THE CROSSMORE LAW OFFICE 115 West Green Street 1THACA. NEW YORK 14850 TELEPHONE: (607) 273-5787 described in Exhibit F) if named as a party in this action, are tenants, and that he or she has no interest in said premises except as a tenant or tenants.

4. That the defendant RPM Ecosystems Ithaca, LLC ("RPM"), as named in EXHIBIT B (Exhibit B being a true copy of a Building Loan and Permanent Mortgage Note and hereinafter referred to as "the Note") bound itself to pay a certain sum of money to the plaintiff, as is more specifically set out in Exhibit B, and it was expressly agreed that the whole of any remaining unpaid sum would become due at the option of the plaintiff after default of the terms thereof.

5. That the terms of the Note were modified by an Allonge dated April 24, 2009, a copy of which is annexed as EXHIBIT C.

6. That the defendant RPM Holdings, LLC ("Holdings"), as named in EXHIBIT D (Exhibit D being a true copy of a document dated November 16, 2006 entitled "Guaranty Agreement," and hereinafter referred to as the "Holdings Guaranty") bound itself to the repayment of the Note.

7. That the defendants Marvin G. Marshall and Patricia J. Marshall, as named in EXHIBIT E (Exhibit E being a true copy of a document dated November 16, 2006 entitled "Guaranty Agreement," and hereinafter referred to as the "Marshall Guaranty") bound themselves to the repayment of sums due to the plaintiff by RPM up to the aggregate principal amount of \$900,000.00.

8. That as security for the payment of the Note, defendant RPM executed a Mortgage, a true copy of which is annexed hereto as EXHIBIT F, acknowledged and delivered same to plaintiff, whereby the mortgagor named therein mortgaged to the mortgagee named therein, its successors and assigns, the premises more particularly described therein, under certain conditions with rights, duties and privileges between or among them as more fully appears in said Mortgage, including the

covenant by said mortgagor to pay the aforesaid indebtedness.

9. That the Mortgage was duly recorded, and the mortgage tax duly paid, in the Tompkins County Clerk's Office as Instrument Number 499907-002 on November 17, 2006.

10. That the defendant RPM has failed and neglected to comply with the conditions of the Note by omitting and failing to make the required payments of principal and interest and that more than 30 days have elapsed since the occurrence of the aforementioned default and the same has not been cured, and accordingly, the plaintiff has previously elected and hereby elects to call due the entire amount owed thereunder.

11. That on June 8, 2010, defendants RPM and Holdings filed a petition pursuant to Chapter 11 of Title 11 of the United States Code with the U.S. Bankruptcy Court for the Northem District of New York.

12. Plaintiff's mortgage is subordinate to that of defendant U.S. Income Partners, LLC.

13. That pursuant to an order of the said Bankruptcy Court issued on August 27, 2010, the debtors were obligated to make certain monthly payments to the plaintiff and, in default thereof, and upon issuance by the plaintiff of a notice of default, the stay imposed by 11 U.S.C. Section 362(a) (the bankruptcy automatic stay) would lift and the plaintiff would be entitled to pursue its state court remedies against the defendants RPM Holdings.

14. That the said debtors, the defendants RPM and Holdings, did default in their obligations to make such payments to the plaintiff under the afore-described order.

15. Further, under the afore-described order the plaintiff did issue the required notice of default.

16. Upon information and belief, the stay imposed by 11 U.S.C. Section 362(a) is no

longer in effect, and the plaintiff may therefore prosecute this action.

17. That in order to protect its security, the plaintiff may be compelled during the pendency of this action to pay local taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises, and the plaintiff requests that any sums thus paid by it for the said purpose (together with interest thereon) should be added to the sum otherwise due and be deemed secured by the said mortgage and be adjudged a valid lien on the mortgaged premises.

18. That the Holdings Guaranty and the Marshall Guaranty each contain a provision stating that the said defendant shall pay the plaintiff's reasonable attorneys fees and related expenses in connection with any legal action commenced by the plaintiff against any party to enforce its rights under the Guaranty (Par. 5). That the Mortgage contains a provision that the plaintiff shall be entitled to reasonable attorneys fees upon foreclosure (Par. 27). That the Note provides that the plaintiff shall be entitled to its reasonable attorneys fees in any action to recover on same (Page 3, Par. 2).

19. That the plaintiff is the sole, true and lawful owner of the Note, the Holdings Guaranty, the Marshall Guaranty and the mortgage lien securing same and all sums presently due thereunder. That there are no proceedings at law or otherwise to collect or enforce said Note, and that there is no other action pending which has been brought to recover on the Note or any part thereof.

20. That by reason of the foregoing, there is now due and owing to the plaintiff the amount set forth in EXHIBIT G.

### SECOND CAUSE OF ACTION

21. The plaintiff repeats and realleges each and every allegation contained in paragraphs1 through 15 hereof.

22. That to further secure repayment of the Note, the defendant RPM did grant to the plaintiff a security interest in, <u>inter alia</u>, its equipment, accounts, instruments, documents, inventory and general intangibles (hereinafter the "Collateral").

23. That a copy of the Security Agreement, dated November 16, 2006, granting such security interest is annexed as EXHIBIT H.

24. That the plaintiff perfected its security interest in the Collateral by filing a UCC financing statement with the offices of the New York Secretary of State on November 16, 2006. A copy of the financing statement is annexed as EXHIBIT I.

25. That RPM's inventory consists of many thousands of potted trees.

26. That this inventory is located on the mortgaged premises more particularly described above.

27. That the said Security Agreement granting to the plaintiff a security interest in the said inventory further provides that upon the occurrence of a default in the repayment obligation of the Note, the plaintiff may with or without judicial process enter upon any premises on which the Collateral may be located, take possession of the Collateral and, either on or off the mortgaged premises, dispose of the inventory for the purpose of reducing the indebtedness secured by said Collateral.

28.

That the Security Agreement further provides that the defendant RPM will pay

plaintiff's reasonable attorneys fees and legal expenses incurred in protecting and enforcing plaintiff's rights with respect to the Collateral (Par. 7(d)).

29. That the plaintiff has no adequate remedy at law.

30. Plaintiff is reserving all of its rights, with or without judicial process, to enforce the security interest, granted to it by RPM, the Collateral other than the inventory located on the mortgaged premises.

WHEREFORE, plaintiff demands judgment:

1. On the First Cause of Action, adjudging and decreeing the amounts due the plaintiff under the Note, the Guaranties, and the Mortgage, for principal, interest, late fees, reasonable attorneys fees, costs and disbursements; and that the defendants and all persons claiming by, through or under them, or either or any of them, subsequent to the commencement of this action and every other person or corporation whose right, title, conveyance, lien or encumbrance is subsequent to or subsequently recorded, may be barred and forever foreclosed of all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; that the said mortgaged premises, or such part thereof as may be necessary to raise the amount due plaintiff in principal, interest, reasonable attorneys fees, costs, allowances and disbursements, together with any monies advanced and paid or which may be advanced and paid by the plaintiff, may be decreed to be sold according to law; that out of the monies arising from the sale thereof, defendant U.S. Income Partners, LLC., the first mortgagee, shall first be paid the monies necessary to satisfy the indebtedness secured by its prior mortgage lien. Following payment of the first mortgage lien, the plaintiff shall be paid the amounts then due and owing to it, so far as the amount of such money properly applicable thereto will pay the same; that either or any of the parties to this action may become a purchaser upon such sale; that

if necessary this court forthwith appoint a Receiver of the rents and profits of said premises with the usual powers and duties; and that the plaintiff have leave to apply for a deficiency judgment against the defendants RPM, Holdings, Marvin G. Marshall and Patricia J. Marshall;

2. On the Second Cause of Action, adjudging and decreeing that the plaintiff may enter onto the mortgaged premises for the purpose of taking possession of the inventory of RPM Ecosystems Ithaca, LLC so that the plaintiff may, either on or off the mortgaged premises, dispose of the inventory, pursuant to the rights granted in the Security Agreement.

3. On both causes of action, that the plaintiff may have such other, further and different relief as may be just and equitable; with costs and disbursements.

Dated: March 29, 2011 at Ithaca, New York

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorneys for the Plaintiff Office and P.O. Address 115 West Green Street Ithaca, New York 14850 Tel. (607) 273-5787

### VERIFICATION

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

Robert M. Pichette, being duly sworn, says: Deponent is the Vice President of the plaintiff, a New York State banking corporation, and makes this verification because of plaintiff's business status; deponent has read the foregoing Complaint, knows the contents thereon and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following: Documentation reviewed by plaintiff's counsel.

Sworn to before me this  $2^{117}$  day of March, 2011.

ROBERT M. PICHETTE

Notary Public

PEBRA ANN NEWCOMER Notary Public, State of New York No. 81 NE0088448 Suglified in Bhamung County Commission Expires May 14

### **Chemung Canal Trust Company**

- ¥.

# RPM Ecosystems Ithaca, LLC, et al.

### EXHIBIT A

### NAME AND ADDRESS

RPM Ecosystems Ithaca, LLC 2150 Dryden Road Dryden, New York 13053

RPM Holdings, LLC 2150 Dryden Road Dryden, New York 13053

Marvin G. Marshall 19 Observatory Circle Ithaca, New York 14850

Patricia J. Marshall 19 Observatory Circle Ithaca, New York 14850

US Income Partners LLC 3445 Winton Place, Suite 228 Rochester, NY 14623

County of Tompkins c/o Commissioner of Planning 125 East Court Street Ithaca, New York 14850

### **CAPACITY**

Mortgagor under Mortgage. Obligor under Note. Debtor under Security Agreement dated November 16, 2006.

Guarantor under Unlimited Guaranty dated November 16, 2006.

Guarantor under Limited Guaranty dated November 16, 2006.

Guarantor under Limited Guaranty dated November 16, 2006.

Holder of the first mortgage on the subject premises, in the original principal sum of \$500,000.00, dated August 4, 2010, and recorded in the Tompkins County Clerk's Office on August 6, 2010, as Instrument Number 562854-001.

Holder of a lien on the subject property pursuant to UCC-1 filed with the Tompkins County Clerk on August 10, 2010, as Instrument Number 563015-001 and with the New York Secretary of State's Office on August 10, 2010 as file number 201008100439908.

Subordinate holder of general lien under UCC Article 9 on defendant RPM Ecosystems Ithaca, LLC's personal property and fixtures.

EXHIBIT A

Tompkins County Industrial Development Agency 200 East Buffalo Street, Suite 102A

1thaca, New York 14850

Ansbro Petroleum Company, LLC 555 17<sup>th</sup> Street, Suite 2505 Denver, Colorado 80202

Beck Farms, LP 28 Red Mill Road Freeville, New York 13068 Lessee under Lease Agreement, pursuant to Section 291-c of the Real Property Law, with RPM Ecosystems Ithaca, LLC dated March 8, 2007, recorded in the Tompkins County Clerk's Office on March 21, 2007 as Instrument Number 505764-002; Lessor under Leaseback Agreement, pursuant to Section 291-c of the Real Property Law, with RPM Ecosystems Ithaca, LLC dated March 8, 2007, recorded on March 21, 2007 in the Tompkins County Clerk's Office as Instrument Number 505764-003.

Lessee under Oil and Gas lease granted by RPM Ecosystems Ithaca, LLC, dated December 7, 2007, and recorded in the Tompkins County Clerk's Office on January 18, 2008 as Instrument Number 520587-007.

Lessee under Crop Rental Agreement with Paul Cook dated May 9, 2002 and Modification of Crop Rental Agreement by and among Paul E. Cook, Betty J. Cook, RPM Ecosystems Ithaca, LLC and Beck Farms, LP dated September 22, 2006, recorded in the Tompkins County Clerk's Office on September 22, 2006 as Instrument Number 497111-001.

### ALLONGE

RPM Ecosystems Ithaca, LLC ("RPM"), in consideration for the modification of a certain debt instrument entitled "Building Loan and Permanent Mortgage Note" dated November 16, 2006 in the original principal amount of \$2,850,000 executed by RPM ("the Building Loan"), and pursuant to a Forbearance and Restructure Agreement dated April 24, 2009 under which a loan of \$2,010,000 is to be made by Chemung Canal Trust Company ("Bank") to RPM ("the 2009 Loan"), hereby agrees that the repayment schedule of the Building Loan shall be as follows:

(i) At the closing of the 2009 Loan, all past due interest will be paid, together with all past due late charges and any other fees and charges owing to the Bank under the Building Loan.

(ii) Monthly payments of accrued interest only shall be made for the remainder of 2009.

(iii) The date of maturity will be extended to November 16, 2028.

(iv) The amortization period shall begin in January 2010. During the amortization period interest will be payable monthly and a principal payment shall be made on May 1 and November 1 of each year. Each principal payment shall consist of 1/38 of the outstanding principal balance as of April 16, 2010.

(v) If there is an Equity Infusion (as that term is used in the Forbearance and Restructure Agreement) in excess of \$6,000,000, an additional principal reduction of \$150,000 will be due within 30 days of receipt of said equity.

EXHIBIT C

The signatures of Marvin G. Marshall, Patricia J. Marshall and RPM Holdings, LLC are affixed to this Allonge to evidence a waiver of any defense arising under principles of suretyship that they may have to the enforcement of any guaranty or other instrument executed by them securing, backing or supporting repayment of the aforedescribed debt instrument as modified by this Allonge.

Dated April 24, 2009 at Ithaca, New York.

RPM Ecosystems Ithaca, LLC

By: Marvin G. Marshall, its manager

Marvin G. Marshall

a J. Marshall Patric

RPM Holdings, LLC

By: Marvin G. Marshall, its manager

Consent to Allonge:

Chemung Canal Trust Company

Rustm

By:

# AFFIDAVIT OF SERVICE

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### R. D. WELLS ATTORNEY SERVICES

## Index # 2011-0359

R. D. WELLS ATTORNET	SER VICES		1-0557
STATE OF NEW YORK	SUPREME COURT	r, COUNTY TOMP	KINS
CHEMUNG CANAL TRUS	ST COMPANY,		
		Plaintiff	
	Against		
		Defendant	
RPM ECOSYSTEMS ITHA	ACA IIC et al		
STATE OF NEW YORK	ich, EEC, ct al,		
COUNTY OF ALBANY			
the office of the Secretary of S	State, of the State of New	at he/she is over the age of eighteen(18) y w York in the City of Albany, New York BRO PETROLEUM COMPANY, LLC	he/she served the
of State, of the State of New Y true copies thereof and that at	York, personally at the C the time of making such	ith <b>Chad Mattice</b> an authorized agent in Office of the Secretary of State of the Stat h service, deponent paid said Secretary of on <b>303 LLC</b> , Business Corporation Law.	e of New York, two (2) State a fee of \$40.00
Deponent further says that he, Office of the Secretary of Sta	/she knew the person so ite of New York, duly at	served Chad Mattice as aforesaid to be a uthorized to accept such service on behalf	an authorized agent in the of said defendant.
Deponent further states that h	e/she describes the perso	on actually served as follows:	
Sex: Male Skin Color: White	Hair Color: Brown A	ge(approx) 25 Height (approx) 6'3 Weig	,ht (approx) 225
Other Identifying Features:	Glasses	T	
· · · · · · · · · · ·	/	Robert Wells	· .
Sworn to before me, this	ť		20 TO F
4/14/2011			
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Koppnayan	<u>N</u>		
Notary Public			ယ္ ္ရွိ္က္က
	I	S ATTORNEY SERVICES P.O. Box 3931	<b>34</b>
Notary Public. State of Nev Qualified in Albany Cou Reg. No. 4904277 Commission Expires Nov. 25	N YOFK	Ibany, NY 12203	
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Tompkins County Supreme Court Court#: 2011-0359 MCSO#: 11002690

Chemung Canal Trust Company -Vs-

STATE OF NEW YORK County of Monroe

Tom Sexstone of the Monroe County Sheriff's Office being duly sworn, deposes and says that he is over 21 years of age and a Deputy Sheriff for the Office of the Sheriff for the County of Monroe. The deponent further states that he is not a party to this action.

That on 4/18/2011 at 2:00PM at 3445 Winton Place Suite 228 Rochester, NY 14623 deponent served the within Foreclosure Summons, Complaint, Verification, Exhibits A-H on US Income Partners, LLC the defendant therein named, a domestic corporation, by delivering thereat a true copy of each to Bridget Martin personally, authorized to accept. Deponent knew said corporation so served to be the corporation described in aforementioned as said defendant and knew the individual to be assistant secretary thereof.

Deponent describes the individual as follows:

SEX: Female SKIN COLOR: White HAIR: Brown DOB: 12/31/1967 AGE: 43 HEIGHT: 5' 6" WEIGHT: 130 OTHER: APRINS COUNTY CLEAR

Comment:

Subscribed and sworn on Before me this April 19, 2011

NOTARYPUBLI

// JULIE WIRTH Notary Public, State of New York No. 01W16166965 Qualified in Monroe County My Commission Expires 5/29/2011

U

Deputy Sheriff Tom Sexstone

# SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

	COURT	
	COOKI	Index No. 2011-0359 Filed: 04/0B/11
THEMUNG CANAL TR	RUST COMPANY,	Å.
۷.	. Plaintiff(s),	MILL RECE
PM ECOSYSTEMS IT	HACA. LLC.	MILLAPR 28 PH
		O I
	Defendant(s).	
TATE OF NEW	YORK, COUNTY OF TOMPKINS, SS.:	ک <sup>ی</sup> تح
the State of New Yo nat on <u>April 19, 2011</u>	1, at <u>3:40PM</u> . at <u>2B Red Mill Road, Freeville, New York 13068</u> , deponent served the with IONS and <u>COMPLAINT</u>	
) INDIVIDUAL	By delivering a true copy thereof to said recipient personally; deponent knew the perso individual described therein.	on so served to be the
() CORPORATION LLC/LLP	By delivering to and leaving with <u>Russell Beck</u> said indi- <u>Managing Member</u> who specifically stated <u>he</u> /she was auth service on behalf of the Corporation/Government Agency/Entity.	vidual to be nonized to accept
) SUITABLE AGE PERSON	By delivering to and leaving with, copy thereof , a person of suitable age and discretion. Said premises is defendant's/re ( ) dwelling place/usual place of abode ( ) place of business/employment ( ) la	
) AFFIXING TO DOOR	By affixing a true copy thereof to the door of said premises, which is the defendant's/r () dwelling place/usual place of abode () place of business/employment () la Deponent was unable, with due diligence to find defendant or a person of suitable age having called there	st known address within the state
) MAILING	A copy thereof was deposited in a postpaid, properly addresses envelope, marked "Per depository maintained by the U.S.P.S. and mailed to the above address on	sonal and Confidential" in a
() DESCRIPTION(	Female Black Skin Brown Halth Balding 21-35 Yrs. 5'0"-5'3" Yellow Skin Blonde Hair Mustache 36-50 Yrs. 5'4"-5'8"	Under 100 Lbs. 100-130 Lbs. 131-160 Lbs. 151-200 Lbs. Over 200 Lbs.
Other i	dentifying features:	
) NON-SERVICE		
) WITNESS FEES:	Advanced payment of was made.	
		r civilian clothes and no military versations and observations above vervice of New York State or of the
	VORN to before me this $\frac{QO^{Th}}{QO}$ day of $\frac{April}{2011}$ 2011	
SIGNATURE OF NOT	No. 01EM61B7060 Qualified in Tomaldi	
	My Commission Expires May 12, 2012	

### SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

	COURT	
		Index No. 2011-0359 Filed: 04/08/11
CHEMUNG CANAL TR	IUST COMPANY,	C P
	Plaintiff(s),	Filed: 04/08/11 111 HPR 28 CTU 14 CT
۷.		RR 28
RPM ECOSYSTEMS ITT	IACA, LLC,	PATI
	Defendant(s).	<u> </u>
STATE OF NEW	YORK, COUNTY OF TOMPKINS, SS.:	ۍ ۲ <u>۲</u>
in the State of New Yo	., at <u>2:SOPM</u> . at <u>12S East Court Street, Ithaca, New York 14850</u> , deponent served the within <u>ONS and COMPLAINT</u>	
() INDIVIDUAL	By delivering a true copy thereof to said recipient personally; deponent knew the person so se individual described therein.	rved to be the
(X) CORPORATION LLC/LLP	By delivering to and leaving with <u>Sonathan</u> Wood said individual to <u>Tomp Kins</u> <u>County</u> <u>Mttorne</u> who specifically stated he/she was authorized to service on behalf of the Corporation/Government Agency/Entity.	o be to accept
() SUITABLE AGE PERSON	By delivering to and leaving with,, a true copy thereof , a person of suitable age and discretion. Said premises is defendant's/responder ( ) dwelling place/usual place of abode ( ) place of business/employment ( ) last know	
( ) AFFIXING TO DOOR	By affixing a true copy thereof to the door of said premises, which is the defendant's/responde () dwelling place/usual place of abode () place of business/employment () last know Deponent was unable, with due dlligence to find defendant or a person of suitable age and dis having called there	n address within the state.
() MAILING	A copy thereof was deposited in a postpaid, properly addresses envelope, marked "Personal ard depository maintained by the U.S.P.S. and mailed to the above address on	nd Confidential" in a
(X) DESCRIPTION(	Female     Black Skin     Brown Hair     Balding     21-35 Yrs.     5'0"-5'3"     100-1       Yellow Skin     Blonde Hair     Mustache     36-50 Yrs.     5'4"-5'8"     131-1       Brown Skin     Crav hair     Beard     51-65 Yrs.     5'9"-60"     161-2	r 100 Lbs. 130 Lbs. 160 Lbs. 200 Lbs. 200 Lbs.
Other is	dentifying features:	
() NON-SERVICE		
( ) WITNESS FEES:	Advanced payment of was made.	
( ) MILITARY SERV	ICE: I asked the person spoken to whether defendant was in active military service of the Unit New York in any capacity and received a negative reply. Recipient <i>wore ordinary civilian</i> <i>uniform.</i> The source of my information and the grounds of my belief are the conversation narrated. Upon information and belief I aver that the recipient is not in military service of United States as that term is defined in either the State or in the Federal statutes.	<i>clothes and no military</i> ns and observations above
	lom.	1. Am
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	ORN to before me this $\frac{273}{2}$ day of $Aptile$ 2011	
215	Sand	
SIGNATURE OF NOT		

Notary Public - State of New York No. 01EM6197060 Qualified in Tompkins County My Commission Expires May 12, 2012

## SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT	ľ

CHEMUNG CANAL TRUST COMPANY,

Plaintlff(s),

Index No. 2011-0359 Filed: 04/08/11

7

	HACA, LLC, Defendant(s).
	Defendant(s).
STATE OF NEW	YORK, COUNTY OF TOMPKINS, SS.:
<u>James F. Inman</u> , the In the State of New Y	undersigned, being duly swom, deposes and says; deponent is not a party to this action, is over 1B years of age and rest.
That on <u>April 15, 201</u> FORECLOSURE 5UMM	L, at <u>3:20PM</u> . at <u>401 East State Street, Suite 402B, Ithaca, New York 14850</u> , deponent served the within المربي (ONS and COMPLAINT CONS and COMPLAINT COUNTY INDUSTRIAL DEVELOPMENT AGENCY
() INDIVIDUAL	By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
(X) CORPORATION	By delivening to and leaving with <u>Inc.</u> <u>Arthur</u> said individual to be <u>Office Manager</u> who specifically stated he/ <u>she</u> was authonzed to accept service on behalf of the Copporation/Government Agency/Entity.
	serves on penal, of the opportunities required match.
( ) SUITABLE AGE PERSON	By delivering to and leaving with,
( ) SUITABLE AGE PERSON ( ) AFFIXING TO DOOR	By delivering to and leaving with, a true, a person of suitable age and discretion. Said premises is defendant's/respondent's

Female Mustache 131-160 Lbs. Yellow Skin Blonde Hair 36-50 Yrs. \$4"-58D 5'9" 6'0' Brown Skin Gray hair 51-65 Yrs. 161-200 Lbs. Beard Red hair Over 65 Yrs. Over 200 Lbs. Red Skin Glasses Over 6'

Other identifying features:\_

() NON-SERVICE

( ) WITNESS FEES: Advanced payment of \_\_\_\_ \_\_\_\_\_ was made.

() MILITARY SERVICE: I asked the person spoken to whether defendant was in active military service of the United States or of the State of New York in any capacity and received a negative reply. Recipient wore ordinary civilian dothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon Information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Y. 10 m SIGNATURE OF PROCESS SERVER , 2011

- - - - -

19th day of Apri SUBSCRIBED AND SWORN to before me this

SIGNATURE OF NOTARY PUBLIC **EMILY EVA EMMICK** Notary Public - State of New York No. 01EM6187060 Qualifled in Tompkins County ÷ . . My Commission Expires May 12, 2012

#### SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS COLIDT

		Inde	<b>x No. 201</b> 1
CHEMUNG CANAL T	RUST COMPANY,	Filed	<b>I: 04/0B/</b> 11
	Plai	intiff(s),	
<b>v.</b>		. <del>2</del>	TOHPKIN'S
RPM ECOSYSTEMS IT	HACA, LLC,		MILL PRR 26
	Defe	endant(s).	25
STATE OF NEW	YORK, COUNTY OF TOMPKIN		4d Wd
James F. Inman, the in the State of New Yo		; and says; deponent is not a party to this action, is over 1B years	s of age an
FORECLOSURE SUMM	ONS and COMPLAINT	<u>Ithaca, New York 14850</u> , deponent served the within	
Upon: <u>MARVIN G. N</u>	IAKSHALL		
(X) INDIVIDUAL	By delivering a true copy thereof to said individual described therein.	d recipient personally; deponent knew the person so served to be	e the
· ·	By delivering to and leaving with	said individual to be	
LLC/LLP		who specifically stated he/she was authorized to accept	

service on behalf of the Corporation/Government Agency/Entity.
By delivering to and leaving with a true
copy thereof , a person of suitable age and discretion. Sald premises is defendant's/respondent's
() dwelling place/usual place of abode () place of business/employment () last known address within the state.
By affixing a true copy thereof to the door of said premises, which is the defendant's/respondent's () dwelling place/usual place of abode () place of business/employment () last known address within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion thereat, having called there
A copy thereof was deposited in a postpaid, properly addresses envelope, marked "Personal and Confidential" in a depository maintained by the U.S.P.S. and mailed to the above address on
MaleWhite SkinBlack HairWhite Hair14-20 Yrs.Under 5'Under 100 Lbs.FemaleBlack SkinBrown HairBalding21-35 Yrs.5'0"-5'3"100-130 Lbs.Yellow SkinBlonde HairMustache36-50 Yrs.5'4"-5'8"131-160 Lbs.Brown SkinGray hairBeard51-65 Yrs.5'9"-600161-200 Lbs.Red SkinRed hairGlassesOver 65 Yrs.Over 6'Over 200 Lbs.

Other Identifying features:

() NON-SERVICE \_

( ) WITNESS FEES: Advanced payment of \_ was made.

(X) MILITARY SERVICE: I asked the person spoken to whether defendant was in active military service of the United States or of the State of New York in any capacity and received a negative reply. Recipient *wore ordinary civilian clothes and no military uniform.* The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Ŋ SIGNATURE OF PROCESS SERVER , 2011

. 2011-0359

SUBSCRIBED AND SWORN to before me this \_2/ day of \_Aptil SIGNATURE OF NOTARY PUBLIC EMILY EVA EMMICK

Notary Public - State of New York No. 01EM6187060 Qualified in Tompkins County My Commission Expires May 12, 2012

### SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

	COURT	
		Index No 2011-0359 File: 04/08/11
CHEMUNG CANAL TR		
	Plaintiff(s),	APR 28
v.		28 OUH
RPM ECOSYSTEMS IT	łaca, LLC,	PR
·····	Defendant(s).	3. 5
STATE OF NEW	YORK, COUNTY OF TOMPKINS, SS.:	0 %
James F. Inman, the in the State of New Yo	undersigned, being duly sworn, deposes and says; deponent is not a party to this action, is over rk.	1B years of age and resides
That on <u>April 1B, 2011</u> FORECLOSURE SUMM Upon: <u>RPM ECOSYS</u>		
() INDIVIDUAL	By delivering a true copy thereof to said recipient personally; deponent knew the person so serv individual described therein.	ed to be the
(X) CORPORATION LLC/LLP	By delivering to and leaving with <u>Marvin G. Marshall</u> said individual to l <u>Managins Member</u> who specifically stated he/she was authorized to service on behalf of the Corporation/Government Agency/Entity.	pe accept
() SUITABLE AGE PERSON	By delivering to and leaving with, a true copy thereof , a person of suitable age and discretion. Sald premises is defendant's/respondent' ( ) dwelling place/usual place of abode ( ) place of business/employment ( ) last known	
( ) AFFIXING TO DOOR	By affixing a true copy thereof to the door of said premises, which is the defendant's/responden () dwelling place/usual place of abode () place of business/employment () last known Deponent was unable, with due diligence to find defendant or a person of suitable age and disc having called there	address within the state.
() MAILING	A copy thereof was deposited in a postpaid, properly addresses envelope, marked "Personal and depository maintained by the U.S.P.S. and mailed to the above address on	Confidential" in a
(X) DESCRIPTION	MaleWhite SkinBlack HairWhite Hair14-20 Yrs.Under 5'Under 1'FemaleBlack SkinBrown HairBalding21-35 Yrs.5'0"-5'3"100-13Yeliow SkinBlonde HairMustache36-50 Yrs.5'4"-5'8"131-16Brown SkinGray hairBeard51-65 Yrs.5'9"-6'0"161-20Red SkinRed hairGlassesOver 65 Yrs.Over 6'Over 20	0 Lbs. 0 Lbs.
Other ic	lentifying features:	
() NON-SERVICE		
( ) WITNESS FEES:	Advanced payment of was made.	
	ICE: I asked the person spoken to whether defendant was in active military service of the Uniter New York in any capacity and received a negative reply. Recipient wore ordinary civilian ci uniform. The source of my information and the grounds of my belief are the conversations narrated. Upon information and belief I aver that the recipient is not in military service of I United States as that term is defined in either the State or in the Federal statutes. SIGNATURE OF PR	othes and no military s and observations above New York State or of the
5UBSCRIBED AND SW	ORN to before me this $2^{157}$ day of $April 2011$	
$S_{1}e$		
SIGNATURE OF NOTA	RY PUBLIC EMILY EVA EMMICK Notary Public - State of New York No. 01EM6187060 Qualified in Tompkins County My Commission Expires May 12, 2012	

# SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

· · ·	COURT	
		Index No. 2011-0359 Filed: 04/0B/11
CHEMUNG CANAL TR	UST COMPANY,	<b>H</b> 922
	Plaintiff(s),	2 50
٧.		HP HE
•.		2011 APR 28 PM
RPM ECOSYSTEMS ITH	IACA, LLC,	5
	Defendant(s).	T T
STATE OF NEW	YORK, COUNTY OF TOMPKINS, SS.:	3.55
	undersigned, being duly swom, deposes and says; deponent is not a party to this action, is over	18 years of age and resides
In the State of New Yo That on <u>April 18, 2011</u> <u>FORECLOSURE SUMMO</u> Upon: <u>RPM HDLDIN</u>	, at <u>10:45AM</u> . at <u>9S Brown Road, #139, Ithaca, New York 14850</u> , deponent served the within <u>ONS and COMPLAINT</u>	
() INDIVIDUAL	By delivering a true copy thereof to said recipient personally; deponent knew the person so servindividual described therein.	red to be the
	By delivering to and leaving with Maryin C. Marshall said Individual to	be
LLC/LLP	Managing Member who specifically stated he/she was authorized to	accept
	service on behalf of the Corporation/Government Agency/Entity.	
() SUITABLE	By delivering to and leaving witha true,, a true, a true copy thereof , a person of suitable age and discretion. Said premises is defendant's/respondent	4
AGE PERSON	() dwelling place/usual place of abode () place of business/employment () last known	address within the state.
( ) AFFIXING TO DOOR	By affixing a true copy thereof to the door of sald premises, which is the defendant's/responder () dwelling place/usual place of abode () place of business/employment () last known Deponent was unable, with due diligence to find defendant or a person of suitable age and disc business called there	address within the state.
	having called there	<u> </u>
() MAILING	A copy thereof was deposited in a postpaid, properly addresses envelope, marked "Personal and depository maintained by the U.S.P.S. and malled to the above address on	d Confidential" in a
(X) DESCRIPTION	Female         Black Skin         Brown Hair         Balding         21-35 Yrs.         5'0"-5'3"         100-13           Yellow Skin         Blonde Hair         Mustache         36-50 Yrs.         5'4"-518"         131-10           Brown Skin         Gray hair         Beard         51-65 Yrs.         5'9"-6'0"         161-20	100 Lbs. 30 Lbs. 50 Lbs. 10 Lbs.
	Red Skin Red hair Glasses Over 65 Yrs. Over 6' Over 2	00 Lbs.
Other i	dentifying features:	
() NON-SERVICE		
( ) WITNESS FEES:	Advanced payment of was made.	
( ) MILITARY SERV	<b>TCE:</b> I asked the person spoken to whether defendant was in active military service of the Unite New York in any capacity and received a negative reply. Recipient <i>wore ordinary civilian o</i> <i>uniform.</i> The source of my information and the grounds of my belief are the conversation narrated. Upon information and belief I aver that the recipient is not in military service of United States as that term is defined in either the State or in the Federal statytes.	clothes and no military is and observations above
•	lamer 4	h. mon
	SIGNATURE OF P	ROCESS SERVER
SUBSCRIBED AND SW	/ORN to before me this $21^{\pm 1}$ day of $4pril$ 2011	
$\leq 1$		
SIGNATURE OF NOT	ARY PUBLIC EMILY EVA EMMICK Notary Public - State of New York	
	No. 01EM6187060 , Qualified in Tompkins County	
	My Commission Expires May 12, 2012	

### SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

	COURT	Index No. 2011-0359
CHEMUNG CANAL TR	RUST COMPANY,	Filed: 04/08/11
	Plaintiff(s),	
v		-
v.		B
IPM ECOSYSTEMS IT		
		IPR ST
· · ·	Defendant(s).	2011 APR 28
	YORK, COUNTY OF TOMPKINS, SS.:	PH
<u>James F. Inman</u> , the In the State of New Yo	undersigned, being duly swom, deposes and says; deponent is not a party to this action, is o	over 18 years of ege and reside
That on <u>April 18, 2011</u> ORECLOSURE SUMM	L, at <u>10:45AM</u> . at <u>95 Brown Road, #139, Ithaca, New York 14850</u> , deponent served the withi <u>ONS and COMPLAINT</u>	n 55 🦉
Jpon: <u>PATRICIA J.</u>	MARSHALL	
) INDIVIDUAL	By delivering a true copy thereof to said recipient personally; deponent knew the person so individual described therein.	served to be the
	By delivering to and leaving withsaid Individua	
LLC/LLP	who specifically stated he/she was authorize service on behalf of the Corporation/Government Agency/Entity	ed to accept
		_
X) SUITABLE AGE PERSON	By delivering to and leaving with <u>Marvin G. Marshal, husban</u> a tru copy thereof, a person of suitable age and discretion. Said premises is defendant's/respon () dwelling place/usual place of abode Aplace of business/employment () last kn	dent's
) AFFIXING TO DOOR	By affixing a true copy thereof to the door of said premises, which is the defendant's/respo () dwelling place/usual place of abode () place of business/employment () last kn Deponent was unable, with due diligence to find defendant or a person of suitable age and having called there	own address within the state.
X) MAILING	A copy thereof was deposited in a postpaid, properly addresses envelope, marked "Persona depository maintained by the U.S.P.S. and mailed to the above address on $\underline{/2.06secc}$	atory Circle, Ithacy M
(X) DESCRIPTION	(Male) White Skin Black Hair White Hair 14-20 Yrs. Under 5' Ur	י <i>אן אבר אי</i> ס nder 100 Lbs
	Female Black Skin Brown Hair Balding 21-35 Yrs. 5'0"-5'3" 10	0-130 Lbs.
		1-160 Lbs. 57-200 Lbs
		ver 200 Lbs.
Other i	dentifying features:	
) NON-SERVICE		
	Advanced payment of was made.	
(X) MILITARY SERV	<b>/ICE</b> : I asked the person spoken to whether defendant was in active military service of the New York in any capacity and received a negative reply. Recipient wore ordinary civil	United States or of the State of <i>lian clothes and no military</i>
	uniform. The source of my information and the grounds of my belief are the converse narrated. Upon information and belief I aver that the recipient is not in military servic United States as that term is defined in either the State or in the Federal statutes.	ations and observations above
		The
	SIGNATURE	OF PROCESS SERVER
	$21^{2t}$ A $1$	
SUBSCRIBED AND SW	VORN to before me this $\underline{\land /}$ day of $\underline{/}$ $\underline{PI_{11}}$ , 2011	

EMILY EVA EMMICK
 Notary Public - State of New York
 No. 01EM6187060
 Qualified in Tompkins County
 My:Commission Expires May 12, 2012

STATE OF NEW YORK SUPREME COURT:

### COUNTY TOMPKINS

### CHEMUNG CANAL TRUST COMPANY,

#### Plaintiff,

VS.

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP, JOHN DOE and JANE DOE,

### Defendants.

RECEIVED/FILED TOMPRINS COUNTY CLEAK

2011 AUG 31 PM 3: 00

### ORDER APPOINTING SUBSTITUTE REFEREE Index No. 2011-0359

RJI No. 2011-0388-О

Property located at: 2150 Dryden Road Dryden, New York

On the Summons, Complaint, Notice of Pendency, and all other papers filed in this action and proceedings had herein, and upon the representation of Stephen B. Flash, Esq., the referee appointed by Order dated August 8, 2011, that he is unable to continue in that capacity due to a conflict of interest with one of the parties, and that a substitute referee must be appointed, upon due deliberation,

NOW, on the application of Stephen B. Flash, Esq., referee herein, it is

ORDERED that James R. Henry, Esq., of 201 E. Cortland Street, P.O. Box 95, Groton,

New York, 13073, Tel. No. (607) 898-3209, is hereby appointed as a substitute referee; and it is

further

**ORDERED** that Stephen B. Flash, Esq., the referee previously appointed herein to

compute and sell be and hereby is relieved and discharged of any and all requirements

thereunder.

Dated: August 25, 2011 Cortland, New York

RUMSEY

Supreme Court Justice

ENTER



# Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 607-274-5431 Fax: 607-274-5445

DATE: 11/16/2011

Document Type: Judgment - FORECLOSURE

Index Number: 2011-0359

Parties to Transaction CHEMUNG CANAL TRUST COMPANY

&

RPM ECOSYSTEMES ITHACA LLC

### Remarks:

• • • • •

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

aurora R. Valenti.

**Tompkins County Clerk** 4 0 J 0 5 0 1 1 Ω

### SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS

### CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP,

Defendants.

# NECEIVED./ FILED

2011 NOV 16 PM 1:42

### JUDGMENT OF FORECLOSURE AND SALE

Index No. 2011-0359 RJI No. 2011-0388-O Justice Rumsey

Upon the Affidavit in Support of Issuance of Judgment of Foreclosure and Sale and in Support of Request for Award of Attorneys' Fees of Carolyn R. Hoffmann, sworn to on October 4, 2011, from which it appears that the defendants RPM Ecosystems Ithaca, LLC, RPM Holdings, LLC, Marvin G. Marshall, Patricia J. Marshall, US Income Partners, LLC, County of Tompkins, Ansbro Petroleum Company, LLC, and Beck Farms, LP are not entitled to notice of this application; and upon the Affidavit of Service showing due notice of the instant application having been provided to Tompkins County Industrial Development Agency; and an Order of Reference having previously been made directing the referee, James R. Henry, Esq., to compute the amount due plaintiff on the debt instrument set forth in the complaint and to examine and report the situation of the mortgaged premises in Tompkins County and to determine whether the mortgaged premises can be sold in parcels without material injury to the parties interested, or if the sale of said mortgaged premises as one parcel would be most beneficial to all the interests of all the parties and to report to the court

THE CROSSMORE LAW OFFICE ,115 West Green Street [THACA, New York 14850 Telephone: (607) 273-5787 with all convenient speed; and this Court heretofore having read the Referee's Oath, sworn to on October 4, 2011, and the Referee's Report of Amount Due dated October 4, 2011; and it appearing that as of August 8, 2011 the sum of \$2,994,376.83 was due plaintiff under the debt instrument (494.2.1) (without attorneys' fees) with interest accruing thereafter at the per diem rate of \$79+27; and the referee having reported that the lien of US Income Partners, LLC on the subject real property is superior to that of the plaintiff; and that the referee having reported to the Court that the mortgaged premises should be sold as one parcel; and it further appearing that no defendant is an absentee as that term is used under RPAPL Section 1321; and it further appearing that the debt instrument and the mortgage both contain a provision that the obligor/mortgagor will pay the plaintiff's reasonable attorneys' fees, and plaintiff's counsel, The Crossmore Law Office thas performed \$5,280.00 worth of legal services in connection with this case, which amount to the Court appears reasonable; and as plaintiff may incur additional counsel fees in this action, plaintiff shall be entitled to make application to the Court for such additional fees either prior to or after the sale of the mortgaged premises;  $NOW_1$  on Motion of the Crossmore Law Office, haw Office, have Office,

ADJUDGED AND DECREED that the report of the said referee dated October 4, 2011, be and the same hereby is in all respects ratified and confirmed; and it is further

ADJUDGED AND DECREED that the mortgaged premises described in the Complaint in this action, as hereinafter set forth on EXHIBIT A, be sold as one parcel; that such sale is to be at a public auction held at the Tompkins County Courthouse, 320 North Tioga Street, Ithaca, New York 14850, by James R. Henry, Esq., who is hereby appointed referee for that purpose; and that said referee shall give public notice of the time and place of such sale pursuant to Section 231 of the Real Property Actions and Proceedings Law; by advertising in  $\frac{4}{4}$   $\frac{4}{4}$   $\frac{4}{6}$   $\frac{1}{6}$   duy deliberated upon the foregoing, it is

the plaintiff or any other parties to this action may become the purchaser; that in case the plaintiff shall become the purchaser it shall not be required to make any deposit thereon; that said referee execute to the purchaser on such sale a deed of the real property sold; and it is further

ADJUDGED AND DECREED that the referee shall sell the mortgaged property and the said referee shall then deposit the proceeds of sale in the referee's name as referee in a financial institution of the referee's choice, in the State of New York, and shall thereafter make the following payments and the referee's check drawn for these purposes shall be paid by the said depository:

FIRST. The referee shall pay all taxes, assessments and water rates and sales for same which are at the time of sale a lien on the premises together with such interest or penalties which may have lawfully accrued thereon;

SECOND. The referee shall pay to the referee \$500.00 pursuant to CPLR 8003(b), unless the real property shall sell for \$50,000.00 or more, in which event the referee may apply to the court for such additional compensation as to the court may seem proper.

THIRD. The referee shall pay the expenses of the sale and the advertising expenses (or shall reimburse plaintiff for same) as shown on the bills presented.

FOURTH. The referee shall also pay to the plaintiff the sum of \$1,598.00 adjudged to the plaintiff for costs and disbursements in this action.

FIFTH: The first proceeds of sale shall be paid to US Income Partners, LLC in the amount of \$619,647.24, plus interest from September 1, 2011, less amounts previously paid to US Income Partners, LLC by the plaintiff from the proceeds of auction sales of inventory and equipment.

SIXTH. The referee shall pay to the plaintiff, from the remaining proceeds of sale, the said amount so reported due as aforesaid under the mortgage, namely, \$2,994,376.83 with interest upon such amount from the date of said report, together with reimbursement for plaintiff's reasonable of + 44 - 500, ooattorneys' fees in the amount above specified, together with any additional attorneys' fees which may

- 3 -

on p. 5.

Sce

be awarded by further order of this Court, or so much thereof as the purchase money of the mortgaged premises will pay the same.

If such referee intends to apply for further allowance for fees the referee may leave upon deposit such amount as will cover such additional allowance to await the further order of the Court thereon after application duly made.

That in case the plaintiff be the purchaser of said mortgaged premises at said sale, or in the event that the rights of the purchaser at said sale and the terms of the sale under this judgment shall be assigned to and be acquired by the plaintiff, and a valid assignment thereof filed with said referee, said referee shall not require the plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the plaintiff a deed of the premises sold upon the payment to said referee of the amounts specified above in items marked "FIRST", "SECOND" and "THIRD", that the balance of the amount bid, after the deduction therefrom of the aforesaid amounts paid by the plaintiff for taxes, referee's fees and advertising and other expenses of the sale shall be allowed to the plaintiff and applied by said referee upon the amounts due to the plaintiff as specified above in items marked "FOURTH" and "FIFTH"; that if after so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due to the plaintiff, the plaintiff shall pay to said referee, upon delivery to plaintiff of said referee's deed, the amount of such surplus;

SEVENTH. The referee shall deposit the surplus monies, if any, with the Clerk of the Court within 5 days after the same shall be received and be ascertainable, to the credit of this action, to be withdrawn only on the order of the Court, signed by a Justice of the Court; that the said referee make a report of such sale under oath showing the disposition of the proceeds of the sale and accompanied by the vouchers of the persons to whom payments were made and to file it with the Clerk within 30 days after completing the sale and executing the proper conveyance to the purchaser; and it is further

ADJUDGED AND DECREED that the purchaser at said sale be let into possession on production of the referee's deed; and it is further

ADJUDGED AND DECREED that each and all of the defendants in this action and any and all persons, parties or entities claiming under or through them or any or either of them, after the filing of such Notice of Pendency of this action, be and they are hereby forever barred and foreclosed of any and all right, claim, lien, title, interest and equity of redemption in the said mortgaged premises and each and every part thereof.

Dated <u>Novimber</u> 14, 2011 atj<del>ithaca</del>, New York Cortland ENTER:

Text of footnote appearing in text on p. 3:

Although superior to the lien of the mortgage held by plaintiff which is being foreclosed in this action, the lien of the mortgage held by US Income Partners LLC (USIP) is properly extinguished in this action (see Bowar, 35 NY Prac, Mortgage Liens in New York § 19:7 [2d ed], <u>citing Jacobie v Mickle</u>, 144 NY 237 [1894]). Plaintiff joined USIP as a defendant, sought a determination, in this action, of the amount due USIP, and requested that any monies available after paying the expenses of sale be first applied to payment of amounts due USIP (see complaint ¶¶ 2, 12, and "Wherefore" clause on p. 6). USIP appeared in this action but did not answer. Plaintiff submitted proof from USIP showing the existence of a default on the note secured by its mortgage lien and the amount due thereon (see Affidavit of Bridget A. Martin, sworn to September 1, 2011).

### Chemung Canal Trust Company v. RPM Ecosystems Ithaca, LLC, et al.

### Schedule A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

**BEGINNING** at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road;

proceeding THENCE northwesterly along the centerline of Virgil Creek for a distance of 581 feet plus or minus to a point in said centerline (this course having a chord bearing of NORTH 54 degrees 32 minutes 16 seconds WEST and a chord distance of 576.26 feet);

proceeding THENCE SOUTH 06 degrees 16 minutes 39 seconds WEST, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 87 degrees 53 minutes 36 seconds WEST for a distance of 612.02 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 07 degrees 02 minutes 38 seconds WEST for a distance of 1,031.96 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 82 degrees 35 minutes 39 seconds EAST for a distance of 405.90 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 02 degrees 47 minutes 35 seconds WEST for a distance of 1,035.23 feet to a point;

proceeding THENCE NORTH 83 degrees 10 minutes 11 seconds WEST for a distance of 7.15 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 44 degrees 41 minutes 56 seconds WEST for a distance of 37.41 feet to a point;

proceeding THENCE NORTH 80 degrees 04 minutes 35 seconds WEST for a distance of 121.56 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 89 degrees 29 minutes 49 seconds WEST for a distance of 243.95 feet to a point marked by a concrete highway monument;



proceeding THENCE NORTH 26 degrees 19 minutes 00 seconds WEST for a distance of 47.78 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 78 degrees 35 minutes 18 seconds WEST for a distance of 17.67 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 31 degrees 53 minutes 49 seconds WEST for a distance of 48.77 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 77 degrees 13 minutes 43 seconds WEST for a distance of 559.27 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 37 degrees 08 minutes 00 seconds WEST for a distance of 43.65 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 78 degrees 25 minutes 12 seconds WEST for a distance of 4.35 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 08 degrees 18 minutes 56 seconds EAST, passing through a point marked by an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 82 degrees 25 minutes 46 seconds WEST for a distance of 1,385.19 feet to a point marked by an iron pipe;

proceeding THENCE NORTH 08 degrees 05 minutes 44 seconds EAST, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 80 degrees 54 minutes 00 seconds EAST for a distance of 1,362.10 feet to a point marked by a square stone monument;

proceeding THENCE NORTH 07 degrees 34 minutes 00 seconds EAST for a distance of 935.23 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the "Old Creek Road";

proceeding THENCE southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of SOUTH 29 degrees 22 minutes 36 seconds EAST and a chord distance of 386.09 feet) to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 83 degrees 10 minutes 43 seconds EAST for a distance of 1,266.78 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the abandoned South George Road;

proceeding THENCE along said former centerline SOUTH 32 degrees 45 minutes 13 seconds EAST for a distance of 107.87 feet; continuing THENCE along said centerline on a curve (having a radius of 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road");

proceeding THENCE along the centerline of George Road SOUTH 14 degrees 06 minutes 18 seconds WEST for a distance of 48.18 feet to a point; continuing THENCE along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing THENCE along said centerline SOUTH 08 degrees 42 minutes 00 seconds WEST for a distance of 342.25 feet to the point or place of beginning.

**TOGETHER** with a right of way as reserved in the deed by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79.

#### SUBJECT TO the following:

1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.

2. Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.

3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.

4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.

5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213. 6. Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.

7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.

8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.

9. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.

10. Easement granted to the Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Rights of the public in and to that portion of the premises which lie within the bounds of the public highway.

The above premises are described in accordance with a survey map entitled "SURVEY MAP LANDS OF PAUL E & BETTY J. COOK, MILITARY LOTS 36, 37 & 47, TOWN OF DRYDEN, COUNTY OF TOMPKINS, STATE OF NEW YORK", dated October 26, 2005, by Michael John Reagan, L.S., a copy of which map was filed in the Tompkins County Clerk's Office as Instrument No. 497111-006 on September 22, 2006 in Drawer ARV, Sheet 41.

**BEING** the same premises conveyed to RPM Ecosystems Ithaca, LLC by deed from Paul E. Cook and Betty J. Cook dated September 22, 2006, recorded September 22, 2006 in the Tompkins County Clerk's Office as Instrument No. 497111-004.

# SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS

### CHEMUNG CANAL TRUST COMPANY,

v.

#### Plaintiff,

#### TERMS OF SALE

Index No. 2011–0359

EXHIBIT

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP,

#### Defendants.

The real property in the annexed Notice of Sale will be sold under the direction of James R. Henry, Esq., upon the following terms:

FIRST. The referee shall sell the real property in one parcel.

SECOND. Ten percent of the purchase money will be required to be paid in cash or certified check to the said referee at the time and place of sale, and for which the referee's receipt will be given.

THIRD. The residue of said purchase money will be required to be paid in cash or certified check to the said referee at the office of the plaintiff's attorneys, Crossmore Law Office, 115 West Green Street, Ithaca, New York, on the first business day fifteen days after the sale date, at 10:00 a.m., when the said referee's deed(s) and bill(s) of sale, and other documents of title will be ready for delivery.

FOURTH. The referee is not required to send any notice to the purchaser and if the purchaser neglects to call at the time and place above-specified to receive the deed, the purchaser

THE CROSSMORE LAW OFFICE 115 WEST GREEN STREET 1THACA, NEW YORK 14850 TELEPHONE (607) 273-5787 will be charged with interest thereon at the statutory rate on the whole amount of his purchase, unless the referee shall deem it proper to extend the time for the completion of said purchase.

FIFTH. The purchaser, will, at the time and place of sale, sign a memorandum of his purchase, and an agreement to comply with the terms and conditions of sale herein contained.

SIXTH. The bidding will be kept open after the property is struck down; and in case any purchaser shall fail to comply with any of the above conditions of sale, the property so struck down will be again put up for sale under the direction of said referee under the same terms of sale, without application to the court, unless the plaintiff's attorney shall elect to make such application; and such purchaser will be held liable for any deficiency there may be between the sum for which said property shall be struck down upon sale, and that for which the property may be purchased at re-sale, and also for any costs or expenses occurring on such resale.

SEVENTH. The real property shall be sold subject to:

1. Rights of the public and others in and to any part of the mortgaged premises lying within the bounds of any street, alley or highway;

2. Any state of facts including changes in street lines which an accurate survey would show;

Any covenants, conditions, easements, agreements, restrictions and encumbrances of record;

4. Any zoning ordinances, building restrictions and codes presently in effect and violations thereof of record, if any, now or hereafter on the premises;

5. The right of redemption of the United States of America, if any;

6. Rights of tenants and/or occupants in possession, if any, to the extent same may not

be otherwise barred and foreclosed by the Judgment of Foreclosure and Sale herein;

7. Security agreements, conditional bills of sale and chattel mortgages, if any, to the extent same may not be otherwise barred and foreclosed by the Judgment of Foreclosure and Sale herein;

8. The filing of any bankruptcy petition which has the effect of staying or nullifying the sale of the mortgaged premises.

EIGHTH. All abstract of Title re-creation and/or continuation charges, are to be paid for by the purchaser.

3

Dated:\_\_

### JAMES R. HENRY, Referee

# TOHERINS COUNTY CLEVE 2011 NOV 22 PM 4:02

## SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS

#### CHEMUNG CANAL TRUST COMPANY,

v.

Plaintiff,

TERMS OF SALE

Index No. 2011-0359

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP,

Defendants.

The real property in the annexed Notice of Sale will be sold under the direction of James R.

Henry, Esq., upon the following terms:

FIRST. The referee shall sell the real property in one parcel.

SECOND. Ten percent of the purchase money will be required to be paid in cash or certified check to the said referee at the time and place of sale, and for which the referee's receipt will be given.

THIRD. The residue of said purchase money will be required to be paid in cash or certified check to the said referee at the office of the plaintiff's attorneys, Crossmore Law Office, 115 West Green Street, Ithaca, New York, on the first business day fifteen days after the sale date, at 10:00 a.m., when the said referee's deed(s) and bill(s) of sale, and other documents of title will be ready for delivery.

FOURTH. The referee is not required to send any notice to the purchaser and if the purchaser neglects to call at the time and place above-specified to receive the deed, the purchaser

will be charged with interest thereon at the statutory rate on the whole amount of his purchase, unless the referee shall deem it proper to extend the time for the completion of said purchase.

FIFTH. The purchaser will, at the time and place of sale, sign a memorandum of his purchase, and an agreement to comply with the terms and conditions of sale herein contained.

SIXTH. The bidding will be kept open after the property is struck down; and in case any purchaser shall fail to comply with any of the above conditions of sale, the property so struck down will be again put up for sale under the direction of said referee under the same terms of sale, without application to the court, unless the plaintiff's attorney shall elect to make such application; and such purchaser will be held liable for any deficiency there may be between the sum for which said property shall be struck down upon sale, and that for which the property may be purchased at re-sale, and also for any costs or expenses occurring on such resale.

SEVENTH. The real property shall be sold subject to:

1. Rights of the public and others in and to any part of the mortgaged premises lying within the bounds of any street, alley or highway;

2. Any state of facts including changes in street lines which an accurate survey would show;

Any covenants, conditions, easements, agreements, restrictions and encumbrances of record;

4. Any zoning ordinances, building restrictions and codes presently in effect and violations thereof of record, if any, now or hereafter on the premises;

5. The right of redemption of the United States of America, if any;

6. Rights of tenants and/or occupants in possession, if any, to the extent same may not

be otherwise barred and foreclosed by the Judgment of Foreclosure and Sale herein;

7. Security agreements, conditional bills of sale and chattel mortgages, if any, to the extent same may not be otherwise barred and foreclosed by the Judgment of Foreclosure and Sale herein;

8. The filing of any bankruptcy petition which has the effect of staying or nullifying the sale of the mortgaged premises.

EIGHTH. All abstract of Title re-creation and/or continuation charges, are to be paid for by the purchaser.

Dated: 11-18-2011

emp MES R. HENRY, Referee

#### SUPREME COURT : STATE OF NEW YORK COUNTY OF TOMPKINS

TOMPKINS COUNTY CLER 2011 NOY 22 PM 4:02

#### CHEMUNG CANAL TRUST COMPANY,

ν.

Plaintiff,

NOTICE OF SALE

Index No. 2011-0359

RPM ECOSYSTEMS ITHACA, LLC, RPM HOLDINGS, LLC, MARVIN G. MARSHALL, PATRICIA J. MARSHALL, US INCOME PARTNERS, LLC, COUNTY OF TOMPKINS, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ANSBRO PETROLEUM COMPANY, LLC, BECK FARMS, LP,

Defendants.

In pursuance of a Judgment of Foreclosure and Sale dated the 14th day of November, 2011 and entered in the above-entitled action on the 16th day of November, 2011, I the undersigned, the referee appointed to sell the subject property, will sell at public auction at the Tompkins County Courthouse, 320 North Tioga Street, Ithaca, New York, on the 19th day of December, 2011 at 10:00 a.m. the real property as directed by said judgment to be sold.

A description of the real property is set out herewith as SCHEDULE A.

The real property will be sold subject to the terms of sale approved by the Court a copy of

which may be obtained upon request from the plaintiff's attorney

Dated: November 18, 2011

 $\alpha$ MES R. HENI

Attorneys for the Plaintiff CROSSMORE LAW OFFICE Carolyn R. Hoffmann, Attorney 115 West Green Street Ithaca, New York 14850 Tel. (607) 273-5787

#### Chemung Canal Trust Company v. RPM Ecosystems Ithaca, LLC, et al.

#### SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

**BEGINNING** at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road;

proceeding THENCE northwesterly along the centerline of Virgil Creek for a distance of 581 feet plus or minus to a point in said centerline (this course having a chord bearing of NORTH 54 degrees 32 minutes 16 seconds WEST and a chord distance of 576.26 feet);

proceeding THENCE SOUTH 06 degrees 16 minutes 39 seconds WEST, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 87 degrees 53 minutes 36 seconds WEST for a distance of 612.02 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 07 degrees 02 minutes 38 seconds WEST for a distance of 1,031.96 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 82 degrees 35 minutes 39 seconds EAST for a distance of 405.90 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 02 degrees 47 minutes 35 seconds WEST for a distance of 1,035.23 feet to a point;

proceeding THENCE NORTH 83 degrees 10 minutes 11 seconds WEST for a distance of 7.15 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 44 degrees 41 minutes 56 seconds WEST for a distance of 37.41 feet to a point;

proceeding THENCE NORTH 80 degrees 04 minutes 35 seconds WEST for a distance of 121.56 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 89 degrees 29 minutes 49 seconds WEST for a distance of 243.95 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 26 degrees 19 minutes 00 seconds WEST for a distance of 47.78 feet to a point marked by a concrete highway monument;

## Aurora R. Valenti TOMPKINS COUNTY CLERK

**Instrument Number** 

\*590093-001\*

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages: (including this cover page)	6	Delivered By: CROSSMORE LAW OFFICE
Receipt No.	590093	Return To:
Date:	04/13/2012	CROSSMORE LAW OFFICE 115 WEST GREEN STREET ITHACA, NY 14850
Time:	03:58 PM	
Document Type:	DEED	
Parties To Transaction:	HENRY TO CHEMUNG CANAL	
Town/City:	DRYDEN	
Deed	information	Mortgage Information
Taxable Consider	ation: \$250,000.00	Taxable Mortgage Amount:
State Transfer Ta	« \$1,000.00	Basic Mortgage Tax:
County Transfer T	ax: \$500.00	Special Mortgage Tax:

RETT No.: 01361

Local Mortgage Tax:

Mortgage Serial No.:

Additional Mortgage Tax:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti.

Tompkins County Clerk

#### **REFEREE'S DEED**

THIS DEED, made March 19, 2012

#### BETWEEN

James R. Henry, of 201 East Cortland Street, Groton, New York 13073, the Referee duly appointed in the action hereinafter mentioned, hereafter called "the seller," and

Chemung Canal Trust Company, of One Chemung Canal Plaza, Elmira, New York, 14902, hereafter called "the buyer,"

WITNESSETH, that the seller, the Referee appointed in an action between Chemung Canal Trust Company as plaintiff and RPM Ecosystems Ithaca, LLC, et al. as defendants (Tompkins County Index No. 2011-0359, foreclosing a mortgage executed by RPM Ecosystems Ithaca, LLC to Chemung Canal Trust Company to secure the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,850,000.00), and recorded as Instrument Number 49907-002 in the office of the Clerk of the County of Tompkins on the 17<sup>th</sup> day of November, 2006, and in pursuance of a Judgment of Foreclosure and Sale of the Supreme Court, County of Tompkins, dated November 14, 2011 and entered in the Tompkins County Clerk's Office on November 16, 2011, and in consideration of the sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) paid, which amount is credited against the amount owed plaintiff under and pursuant to said Judgment of Foreclosure and Sale, does hereby grant and convey unto the buyer,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

**BEGINNING** at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road;

proceeding THENCE northwesterly along the centerline of Virgil Creek for a distance of 581 feet plus or minus to a point in said centerline (this course having a chord bearing of NORTH 54 degrees 32 minutes 16 seconds WEST and a chord distance of 576.26 feet);

proceeding THENCE SOUTH 06 degrees 16 minutes 39 seconds WEST, passing through a point marked by an iron pin at 120.27 feet for a total distance of 348.80 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 87 degrees 53 minutes 36 seconds WEST for a distance of 612.02 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 07 degrees 02 minutes 38 seconds WEST for a distance of 1,031.96 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 82 degrees 35 minutes 39 seconds EAST for a distance of 405.90 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 02 degrees 47 minutes 35 seconds WEST for a distance of 1,035.23 feet to a point;

proceeding THENCE NORTH 83 degrees 10 minutes 11 seconds WEST for a distance of 7.15 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 44 degrees 41 minutes 56 seconds WEST for a distance of 37.41 feet to a point;

proceeding THENCE NORTH 80 degrees 04 minutes 35 seconds WEST for a distance of 121.56 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 89 degrees 29 minutes 49 seconds WEST for a distance of 243.95 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 26 degrees 19 minutes 00 seconds WEST for a distance of 47.78 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 78 degrees 35 minutes 18 seconds WEST for a distance of 17.67 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 31 degrees 53 minutes 49 seconds WEST for a distance of 48.77 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 77 degrees 13 minutes 43 seconds WEST for a distance of 559.27 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 37 degrees 08 minutes 00 seconds WEST for a distance of 43.65 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 78 degrees 25 minutes 12 seconds WEST for a distance of 4.35 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 08 degrees 18 minutes 56 seconds EAST, passing through a point marked by an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 82 degrees 25 minutes 46 seconds WEST for a distance of 1,385.19 feet to a point marked by an iron pipe;

proceeding THENCE NORTH 08 degrees 05 minutes 44 seconds EAST, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 80 degrees 54 minutes 00 seconds EAST for a distance of 1,362,10 feet to a point marked by a square stone monument;

proceeding THENCE NORTH 07 degrees 34 minutes 00 seconds EAST for a distance of 935.23 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the "Old Creek Road";

proceeding THENCE southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of SOUTH 29 degrees 22 minutes 36 seconds EAST and a chord distance of 386.09 feet) to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 83 degrees 10 minutes 43 seconds EAST for a distance of 1,266.78 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the abandoned South George Road;

proceeding THENCE along said former centerline SOUTH 32 degrees 45 minutes 13 seconds EAST for a distance of 107.87 feet; continuing THENCE along said centerline on a curve (having a radius of 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road");

proceeding THENCE along the centerline of George Road SOUTH 14 degrees 06 minutes 18 seconds WEST for a distance of 48.18 feet to a point; continuing THENCE along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left, for an arc distance of 283.01 feet to a point; continuing THENCE along said centerline SOUTH 08 degrees 42 minutes 00 seconds WEST for a distance of 342.25 feet to the point or place of beginning.

**TOGETHER** with a right of way as reserved in the deed by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79.

#### SUBJECT TO the following:

1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.

2. Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.

3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.

4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.

5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.

6. Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded March 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.

7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.

8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.

9. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.

10. Easement granted to the Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Rights of the public in and to that portion of the premises which lie within the bounds of the public highway.

The above premises are described in accordance with a survey map entitled "SURVEY MAP LANDS OF PAUL E & BETTY J. COOK, MILITARY LOTS 36, 37 & 47, TOWN OF DRYDEN, COUNTY OF TOMPKINS, STATE OF NEW YORK", dated October 26, 2005, by Michael John

Reagan, L.S., a copy of which map was filed in the Tompkins County Clerk's Office as Instrument No. 497111-006 on September 22, 2006 in Drawer ARV, Sheet 41.

**BEING** the same premises conveyed to RPM Ecosystems Ithaca, LLC by deed from Paul E. Cook and Betty J. Cook dated September 22, 2006, recorded September 22, 2006 in the Tompkins County Clerk's Office as Instrument No. 497111-004.

SUBJECT TO the following insofar as they may affect the above described premises:

1. The rights of the public and others in and to that portion of the above described premises lying within the public highway.

2. Any state of facts including changes in street lines which an accurate survey would show;

3. Any covenants, conditions, easements, agreements, restrictions and similar encumbrances of record;

4. Any zoning ordinances, building restrictions and codes presently in effect and violations thereof of record, if any, now or hereafter on the premises;

5. Rights of tenants and lessees.

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

IN WITNESS WHEREOF, this deed has been duly executed the day and year first above written.

ES R. HENRY

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

On the <u>19</u> day of <u>March</u>, in the year 2012, before me, the undersigned, a notary public in and for said state, personally appeared JAMES R. HENRY, 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.

5

MARY B. FLANG Notary Public, State of New York No. 01FL4802090 Qualified in Tompkins County Commission Expires Feb 28, 21 /6

	TOMPKIN 320 N Ith	ora R. Valenti S COUNTY CLERK North Tioga Street aca, NY 14850 (607) 274-5431 x: (607) 274-5445	Instrument Number *598288-001*
No. of Pages: (including this cover page)	7	Delivered By: GUTTMAN & WALLAC	)E
Recelpt No.	598288	Return To:	
Date:	10/05/2012	GUTTMAN & WALLAC 411 N TIOGA ST ITHACA, NY 14850	)E
Time:	04:08 PM		
Document Type:	DEED		
Parties To Transaction:	CHEMUNG CANAL TH	RUST COMPANY - PINNE	
Town/City:	DRYDEN		
Deed in	formation	Mortgage Inform	nation
Taxable Considerati	on: \$225,000.00	Taxable Mortgage Amoun	it:
State Transfer Tax:	\$900.00	Basic Mortgage Tax:	
County Transfer Tax	<b>\$450.00</b>	Special Mortgage Tax:	
RETT No.:	00367	Additional Mortgage Tax:	
		Local Mortgage Tax:	
State of New York Tompkins County C	erk	Mortgage Serial No.:	

P

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti.

Tompkins County Clerk Please do not remove this page. Щ 5 9 8 2 8 8 Ō 0 1

Tax Map #38.-1-3.1

Warranty Deed

This Indenture made the 2nd day of October in the year Two Thousand Twelve

BETWEEN

CHEMUNG CANAL TRUST COMPANY of One Chemung Canal Plaza, Elmira, New York, 14902,

party of the first part, and

SCOTT PINNEY, of 6 Otti Drive. Lansing, New York 14882,

party of the second part,

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Military Lot Nos. 36, 37 and 47 in said Town, bounded and described as follows:

**BEGINNING** at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road;

proceeding THENCE northwesterly along the centerline of Virgil Creek for a distance of 581 feet plus or minus to a point in said centerline (this course having a chord bearing of NORTH 54 degrees 32 minutes 16 seconds WEST and a chord distance of 576.26 feet);

proceeding THENCE SOUTH 06 degrees 16 minutes 39 seconds WEST, passing through a point marked by an iron pin at 120.27 feet plus or minus for a total distance of 348.80 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 87 degrees 53 minutes 36 seconds WEST for a distance of 612.02 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 07 degrees 02 minutes 38 seconds WEST for a distance of 1,031.96 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 82 degrees 35 minutes 39 seconds EAST for a distance of 405.90 feet to a point marked by an iron pin;

proceeding THENCE SOUTH 02 degrees 47 minutes 35 seconds WEST for a distance of 1,035.23 feet to a point;

proceeding THENCE NORTH 83 degrees 10 minutes 11 seconds WEST for a distance of 7.15 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 44 degrees 41 minutes 56 seconds WEST for a distance of 37.41 feet to a point;

proceeding THENCE NORTH 80 degrees 04 minutes 35 seconds WEST for a distance of 121.56 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 89 degrees 29 minutes 49 seconds WEST for a distance of 243.95 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 26 degrees 19 minutes 00 seconds WEST for a distance of 47.78 feet to a point marked by a concrete highway monument;

proceeding THENCE NORTH 78 degrees 35 minutes 18 seconds WEST for a distance of 17.67 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 31 degrees 53 minutes 49 seconds WEST for a distance of 48.77 feet to a point marked by a concrete highway monument;

proceeding THENCE SOUTH 77 degrees 13 minutes 43 seconds WEST for a distance of 559.27 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 37 degrees 08 minutes 00 seconds WEST for a distance of 43.65 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 78 degrees 25 minutes 12 seconds WEST for a distance of 4.35 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 08 degrees 18 minutes 56 seconds EAST, passing through a point marked by an iron pin and cap at 222.07 feet for a total distance of 387.08 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE NORTH 82 degrees 25 minutes 46 seconds WEST for a distance of 1,385.19 feet to a point marked by an iron pipe;

proceeding THENCE NORTH 08 degrees 05 minutes 44 seconds EAST, passing through a point marked by an iron pipe at 1,713.48 feet for a total distance of 2,552.87 feet to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 80 degrees 54 minutes 00 seconds EAST for a distance of 1,362.10 feet to a point marked by a square stone monument;

proceeding THENCE NORTH 07 degrees 34 minutes 00 seconds EAST for a distance of 935.23 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the "Old Creek Road";

proceeding THENCE southeasterly along the centerline of "Old Creek Road" for a distance of 388 feet (this course having a chord bearing of SOUTH 29 degrees 22 minutes 36 seconds EAST and a chord distance of 386.09 feet) to a point marked by a 3/4 inch diameter rebar and survey cap;

proceeding THENCE SOUTH 83 degrees 10 minutes 43 seconds EAST for a distance of 1,266.78 feet to a point marked by a 3/4 inch diameter rebar and survey cap in the centerline of the abandoned South George Road;

proceeding THENCE along said former centerline of South George Road SOUTH 32 degrees 45 minutes 13 seconds EAST for a distance of 107.87 feet; continuing THENCE along said former centerline of South George Road on a curve (having a radius of 394.40 feet) to the right, for an arc distance of 317.61 feet to a point marked by a railroad spike in the centerline of George Road (at the apparent intersection of the existing centerline of George Road and the former centerline of "South George Road");

proceeding THENCE along the centerline of George Road SOUTH 14 degrees 06 minutes 18 seconds WEST for a distance of 48.18 feet to a point; continuing THENCE along said centerline of George Road on a curve (having a radius of 3,000.00 feet) to the left. for an arc distance of 283.01 feet to a point; continuing THENCE along said centerline of George Road SOUTH 08 degrees 42 minutes 00 seconds WEST for a distance of 342.25 feet to the point or place of beginning, containing 157.9 acres plus or minus net to George Road bounds.

**TOGETHER** with a right of way as reserved in the deed by James and Caroline Holman to Dale J. Loomis and Cassandra A. Petrillose dated February 25, 1983 and recorded February 28, 1983 in said Clerk's Office in Liber 593 of Deeds at page 363. Said right of way extends 30 feet on each side of the centerline of the now abandoned "Creek Road" and is limited for purposes of access to the above described premises from George Road for farm vehicles and farm uses and purposes, the location of which right of way is more particularly shown on the survey map hereinafter referenced, having been conveyed to Paul E. Cook and Betty J. Cook by deed from James W. and Caroline B. Holman dated February 28, 1983 and recorded December 8, 1983 in the Tompkins County Clerk's Office in Liber 598 of Deeds at page 893 (which deed corrected an earlier deed between the same parties dated July 10, 1980 and recorded that same date in said Clerk's Office in Liber 578 of Deeds at page 79.

#### SUBJECT TO the following:

1. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated September 22, 1936 and recorded September 29, 1936 in Liber 242 of Deeds at page 128 in the Tompkins County Clerk's Office.

2. Right of way to New York State Electric & Gas Corp. by instrument dated January 21, 1936, and recorded February 1, 1937, in said Clerk's Office in Liber 241 at page 145.

3. Right of way granted to New York Telephone Co. and American Telephone and Telegraph Co. by an instrument in writing dated December 4, 1936 and recorded December 15, 1936 in Liber 242 of Deeds at page 437 in said Clerk's Office.

4. Easement to New York State Electric & Gas Corp. by instrument dated January 14, 1949, and recorded January 28, 1949, in said Clerk's Office in Liber 317 at page 492.

5. Easement to New York State Electric & Gas Corp. by instrument dated November 4, 1959, and recorded December 23, 1959, in said Clerk's Office in Liber 424 at page 213.

6. Easement granted to Iroquois Tel. Corp. by an instrument in writing dated February 17, 1965 and recorded Mareh 1, 1965 in Liber 455 of Deeds at page 503 in said Clerk's Office.

7. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated August 5, 1969 and recorded August 22, 1969 in Liber 483 of Deeds at page 245 in said Clerk's Office.

8. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated September 3, 1969 and recorded September 18, 1969 in Liber 483 of Deeds at page 859 in said Clerk's Office.

9. Easement granted to New York State Electric & Gas Corporation by an instrument in writing dated October 11, 1985 and recorded November 21, 1985 in Liber 613 of Deeds at page 896 in said Clerk's Office.

10. Easement granted to the Town of Dryden by an instrument in writing dated April 20, 1982 and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in said Clerk's Office.

11. Easement granted to New York State Electric & Gas Corporation by instrument dated January 8, 2007 and recorded in said Clerk's Office on February 28, 2007 as Instrument No. 504746-007.

12. Easement granted to New York State Electric & Gas Corporation by instrument dated June 25, 2007 and recorded in said Clerk's Office on July 23, 2007 as Instrument No. 512098-010.

13. Easement granted to New York State Electric & Gas Corporation by instrument dated September 10, 2007 and recorded in said Clerk's Office on October 24, 2007 as Instrument No. 516824-008.

14. Easement to New York State Electric & Gas Corporation by instrument dated March 17, 2008 and recorded in said Clerk's Office on April 28, 2008 as Instrument No. 525103-003.

The above premises are described in accordance with a survey map entitled "SURVEY MAP LANDS OF PAUL E & BETTY J. COOK, MILITARY LOTS 36, 37 & 47, TOWN OF DRYDEN, COUNTY OF TOMPKINS, STATE OF NEW YORK", dated October 26, 2005, by Michael John Reagan, L.S., a copy of which map was filed in the Tompkins County Clerk's Office as Instrument No. 497111-006 on September 22, 2006 in Drawer ARV. Sheet 41.

**BEING** the same premises as conveyed to Chemung Canal Trust Company by Referee's Deed from James Henry, Esq. dated March 19, 2012 and recorded April 13, 2012 in the Tompkins County Clerk's Office as Instrument # 590093-001.

The undersigned is a Vice President of Grantor; the sale of this property from Chemung Canal Trust Company to the Grantee for the consideration to be paid has been duly approved by Chemung Canal Trust Company; the undersigned has been duly authorized to execute the Deed and all other documents reasonably related to the sale of this property; and this sale does not represent the sale of all or substantially all of the assets of Grantor.

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, her heirs and assigns forever

AND said party of the first part covenants as follows:

FIRST, That the parties of the second part shall quietly enjoy the said premises;

SECOND, That the party of the first part will forever WARRANT the title to said premises; and

THIRD, That, in Compliance with Section 13 of the Lien Law, 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.

This conveyance is made in the regular course of husiness and does not constitute all or substantially all of the assets of the Grantor. Grantor specifically authorized this conveyance and specifically authorized Robert M. Pichette, an Officer of the Grantor, to execute all conveyance documents on behalf of the Grantor.

In Witness Whereof, the party of the first part has hereunto set its hand(s) and seal(s) for delivery the day and year first above written

#### In Presence of

CHEMUNG CANAL TRUST COMPANY

by Robert M. Pichette Vice President

#### STATE OF NEW YORK ) COUNTY OF CHEMUNG )SS.:

On the  $2^{nd}$  day of October in the year 2012 before me. the undersigned, a notary public in and for said state, personally appeared **ROBERT M**. **PICHETTE**, 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.

LINDSAY BARRILE Notary Public, State of New York Reg. No. 01BA6149762 Qualified in Chemung County My Commission Expires July 17, 2014

RON Charles autran



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### Aurora R. Valenti TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

Instrument	Number
*598288	-002*

No. of Pages: (including this cover page)	2	Delivered By: GUTTMAN & WALLACE
Receipt No.	598288	Retum To:
Date:	10/05/2012	GUTTMAN & WALLACE 411 N TIOGA ST ITHACA, NY 14850
Time:	04:12 PM	
Document Type:	MISC RECORDS	

Parties To Transaction: CHEMUNG CANAL TRUST COMPANY

Town/City:

Deed Information	Mortgage Information
Taxable Consideration:	Taxable Mortgage Amount:
State Transfer Tax:	Basic Mortgage Tax:
County Transfer Tax:	Special Mortgage Tax:
RETT No.:	Additional Mortgage Tax:
	Local Mortgage Tax:
State of New York Tompkins County Clerk	Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

aurora R. Valenti.

Tompkins County Clerk Please do not remove this page. 5 9 8 2 8 8 - 0 0 2 \*

New York State \_ Department of Financial Pervices

I, MARTIN D. COFSKY, Deputy Superintendent, Community and Regional Banks. Banking Division, New York State Department of Financial Services, DO HEREBY CERTIFY:

THAT, CHEMUNG CANAL TRUST COMPANY, is a corporation duly organized and existing under the laws of the State of New York and has its principal office and place of business at One Chemung Canal Plaza, Elmira, New York. Such corporation is validly existing as a banking organization under the Banking Law of the State of New York. The authorization certificate of such corporation has not been revoked or suspended and such corporation is a subsisting trust company under the supervision of this Department.

WITNESS, my hand and official seal of the Department of Financial Services at the City of New York, this 7<sup>th</sup> day of August in the Year two thousand and twelve.

Deputy Superintendent Community and Regional Banks



## Aurora R. Valenti

Instrument Number \*598288-003\*

TOMPKINS COUNTY CLERK

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages: (Including this cover page)	2	Delivered By: GUTTMAN & WALLACE
Receipt No.	598288	Retum To:
Date:	10/05/2012	GUTTMAN & WALLACE 411 N TIOGA ST ITHACA, NY 14850
Time:	04:12 PM	
Document Type:	MISC RECORDS	

Parties To Transaction: CHEMUNG CANAL TRUST COMPANY

Town/City:

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Deed Information	Mortgage Information
Taxable Consideration:	Taxable Mortgage Amount:
State Transfer Tax:	Basic Mortgage Tax:
County Transfer Tax:	Special Mortgage Tax:
RETT No.:	Additional Mortgage Tax:
	Local Mortgage Tax:
State of New York Tompkins County Clerk	Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valent.

Tompkins County Clerk Please do not remove this page. \* 5 9 8 2 8 8 - 0 0 3 \*

			iday, August 10, 2012 SN: 286867 RN:
Office of Processing and Taxpayer Services W A Harriman Campus Albany NY 12227			5.1. <u>200091</u> NIT
	Corporate T	ax Search	
CROSSMORE LAW OFFICE			Articles 9, 9-A, 13, 13-A, 32, and 33
115 W. GREEN ST. ITHACA/NY 14850 <i>Attention: AMY</i>			Reference ID
CHEMUNG CANAL TE	RUST COMPANY		
Incorp Date 01/01/1902	Filing period December	Termination date	<u>Termination type</u>
ccording to our records, tax liens exist	for the periods below		
ranchise tax returns are missing for the pe	riod(s) ended:		:
None			
ranchise tax payments are past due for per	riod(s) ended:		
	riod(s) ended:		
	riod(s) ended:		
		- Foot due	
	Other	r fees due Maintenance fee	for period (s) ended:
None	Other		for period (s) ended:
None	Other		for period (s) ended:
None	Other on 181):		for period (s) ended:
None License fee (Article 9, sectio	Other on 181): Lien P return is required to be	Maintenance fee	ension of time for filing the
None License fee (Article 9, sectio The tax shall become a lien on the date the etum), except that such tax shall become a	Other on 181): Lien P return is required to be a lien not later than the	Maintenance fee	ension of time for filing the bject to the tax or to cxercise its
None License fee (Article 9, sectio The tax shall become a lien on the date the etum), except that such tax shall become a ranchise or to do business in New York St	Other on 181): Lien P return is required to be a lien not later than the tate in a corporate or or	Maintenance fee Provision e filed (without regard to any extended date the taxpayer ceases to be surganized capacity. A dissolved co	ension of time for filing the bject to the tax or to cxercise its
ranchise tax payments are past due for per None License fee (Article 9, sectio The tax shall become a lien on the date the etum), except that such tax shall become a ranchise or to do business in New York St conduct business shall also be subject to th	Other on 181): Lien P return is required to be a lien not later than the tate in a corporate or or	Maintenance fee Provision e filed (without regard to any extended date the taxpayer ceases to be surganized capacity. A dissolved co	ension of time for filing the bject to the tax or to cxercise its
None License fee (Article 9, sectio The tax shall become a lien on the date the etum), except that such tax shall become a ranchise or to do business in New York St	Other on 181): Lien P return is required to be a lien not later than the tate in a corporate or or	Maintenance fee Provision e filed (without regard to any extended date the taxpayer ceases to be surganized capacity. A dissolved co	ension of time for filing the bject to the tax or to cxercise its
None License fee (Article 9, sectio he tax shall become a lien on the date the etum), except that such tax shall become a ranchise or to do business in New York St	Other on 181): Lien P return is required to be a lien not later than the tate in a corporate or or	Maintenance fee Provision e filed (without regard to any extended date the taxpayer ceases to be surganized capacity. A dissolved co	ension of time for filing the bject to the tax or to cxercise its



Visit our Web site at **www.tax.ny.gov** • get information and manage your taxes online • check for new online services and features

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): If you hava access to a TTY, contact us at (518) 485-5082 If you do not own a TTY, check with independent living centers or community action programs to find out where machines are available for public usa A

Corporation Tax Information Center(518) 485-6027To order forms and publications.(518) 457-5431

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accassible to persons with disabilities. If you have questions about special accommodations for parsons with disabilities. call tha information centar.

TR-763 (9/11)

	TOMPKINS 320 No Itha (6	ra R. Valenti S COUNTY CLERK orth Tioga Street ca, NY 14850 207) 274-5431 : (607) 274-5445	Instrument Number *598288-004*
No. of Pages: (including this cover page)	2	Delivered By: GUTTMAN & WALLACE	
Receipt No.	598288	Retum To:	
Date:	10/05/2012	GUTTMAN & WALLACE 411 N TIOGA ST ITHACA, NY 14850	
Time:	04:13 PM		
Document Type:	MISC RECORDS		
Parties To Transaction:	CHEMUNG CANAL TR	UST COMPANY	
Town/City:			
Deed	Information_	<u>Mortgage Informa</u>	<u>ition</u>

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.:

State of New York Tompkins County Clerk

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti.

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

Tompkins County Clerk Please do not remove this page. \* 598282883 - 0044\*

#### CORPORATE RESOLUTION

i, JANE H. ADAMY, being duly sworn deposes end seys that she is Senior Vice President & Corporate Secretary of CHEMUNG CANAL TRUST COMPANY, a corporation duly orgenized end existing under end by virtue of the laws of the State of New York; and thet the following is a true end correct copy of a resolution duly adopted by the Board of Directors at a meeting duly held in the City of Eimire, New York on Merch 17, 2010:

RESOLVED, (1) that one of the following officers: the President, an Executive Vice President or any two Senior Vice Presidents, with the exception of the Chief Auditor and any officer assigned to the Audit Department, are authorized and empowered to sign, execute or endorse the following in unlimited amounts; (2) that any one Senior Vice President, Vice President (with the exception of the Chief Auditor end eny officer essigned to the Audit Department) Branch Menager, or eny officer or accounting menager essigned to the Finance Depertment are authorized to sign, execute or endorse the following not to exceed \$3,000,000; and (3) that any one officer whose title is not designated above, with the exception of the Chief Auditor end env officer assigned to the Audit Department, is euthorized and empowered to sign, execute and endorse the following in emounts not to exceed \$100,000.00:

- Checks, drafts, certificates of deposit, certified checks;
- (<del>0</del>) (b) Advices for the transfer or payment of funds;
- Ordere or vouchers upon which the signatures or endorsement of the corporation is required; (c)
- Such other documents necessary to accomplish the foregoing; and be it (d)

FURTHER RESOLVED, thet any two of the following officers (with the exception of the Chief Auditor and any officer essigned to the Audit Department): the President, an Executive Vice President, a Senior Vice President, a Vice President, or eny one of them, together with eny officer whose little is not designated ebove, or the accounting managar assigned to the Finance Department, are authorized and empowared to:

- Sign orders for the delivery of securities owned by the corporation; (e)
- Buy for the corporation securities conforming to the laws governing investments for trust companies in the (b) Stete of New York;
- Sell, essign and transfer shares of corporate stock, United Stetes Government Bonds, bonds or (c) indebtedness, debenture bonds or debenture stocks and real estate owned end held by the corporetion; end to make, execute and deliver in the neme and on behelf of the corporation all necessary end proper documents including such as may be necessary for the appointment of an attorney or ettorneys to accomplish the same;
- Execute such other documents necessery to eccomplish the foregoing; end be it. (d)

FURTHER RESOLVED, that any one of the following officers: the President, an Executive Vice President, a Senior Vice President, e Vice President, the Treasurer or the Secretary, is euthorized end empowered to sign end execute trensfers end conveyances of reel estate, title to which is vested in the corporation, including real estate held as fiduciary, by written instrument under the seal of the corporation; and be it

FURTHER RESOLVED, that (with the exception of the Chlef Auditor and eny officer assigned to the Audit Depertment), each and every officer or eccounting manager assigned to the Finance Department, end eny Brench Manager, whether or not an officer, is authorized and empowered to:

- Sign end execute assignments end discharges of mortgages; (8)
- Sign notes evidencing borrowings of the corporation; (b)
- Sign safe depoeit leeses; (c)
- (d) Release assignments of ilfe insurence policies assigned ee security for loans;
- Accept on behalf of the corporation and to avidence the same by signing on its behalf all acceptances of (e) trust of whatsoever nature and description conferred upon, endorsed or committed to it;
- Buy, sell and assign or otherwise dispose of for end on behalf of the corporetion es fiduciary in its proper **(f)** fiduciary capacity United States Government Bonds, corporate or other bonds, stocks, debentures and other securities and bonds end mortgages; end to make, execute and deliver in the name and behalf of the corporation as such fiduciary all proper and necessary instruments and documents to accomplish the purposes;
- Affix and ettest the seal of the corporation. (a)

The foregoing resolution has not been amended and is in full force end effect as of the date hereof; end Robert M. Pichette, Vice President and Chester L. Reed, Vice President are duly elected and en acting officers of this corporation, euthorized and empowered to act under said resolution.

Dated at Elmira, New York, this 22nd dey of February, 2011

DEBRA ANN NEWCOMER Notary Public. State of New York No. 01NE6058448 Quelified in Chemung County 2011 Commission Expires May 14,\_\_\_\_2011

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Sworn to before me this

otary Public (Affix S

Senior Vice President & Corporate Secretary



(U

### Aurora R. Valenti TOMPKINS COUNTY CLERK

Instrument Number \*598288-005\*

320 North Tioga Street Ithaca, NY 14850 (607) 274-5431 Fax: (607) 274-5445

No. of Pages: (Including this cover page)	10	Delivered By: GUTTMAN & WALLACE
Receipt No.	598288	Retum To:
Date:	10/05/2012	GUTTMAN & WALLACE 411 N TIOGA ST ITHACA, NY 14850
Time:	04:13 PM	
Document Type:	MISC RECORDS	

Parties To Transaction: CHEMUNG CANAL TRUST COMPANY

Town/City:

Deed Information	Mortgage Information
Taxable Consideration:	Taxable Mortgage Amount:
State Transfer Tax:	Basic Mortgage Tax:
County Transfer Tax:	Special Mortgage Tax:
RETT No.:	Additional Mortgage Tax:
	Local Mortgage Tax:
State of New York Tompkins County Clerk	Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti

Tompkins County Clerk

#### AFFIDAVIT OF TITLE

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

Edward Y. Crossmore, being duly sworn does depose and say:

1. That he is the attorney for Chemung Canal Trust Company ("The Bank") and is familiar with the prior proceedings concerning the RPM Ecosystems Ithaca, LLC ("RPM") bankruptcy and the foreclosure of the Bank's mortgage on property owned by RPM.

2. That RPM filed a Chapter 11 bankruptcy case prior to the commencement of the said foreclosure by the bank.

3. Pursuant to Orders of the Bankruptcy Court RPM obtained permission to obtain \$500,000.00 in super priority debtor in possession financing from Monroe Capital. A loan and mortgage in that amount were made by RPM to US Income Partners, LLC ("US Income"), an entity created by Monroe to loan the moncy.

4. The mortgage to US Income was duly recorded with the Tompkins County Clerk on August 6, 2010 as Instrument No. 562854-001. Under said mortgage US Income had the right to foreclose its mortgage upon a default in payments due under the note.

5. That US Income was duly named as a party defendant in the Bank's foreclosure action. Pursuant to the Judgment and Foreclosure filed in Bank's foreclosure action on November 16, 2011, said mortgage lien of US Income was extinguished.

6. That all rights of US Income under any loan documents with RPM or any orders of the Bankruptcy Court were assigned to the Bank pursuant to the Assignment attached hereto.

7. That the Bank duly notified RPM by notice to RPM's attorney Jeffrey A. Dove, of its default in monthly payments due the Bank and was entitled to foreclose its mortgage thereby.

Attached hereto is a copy of said notice of January 11, 2011 and orders of the Bankruptcy Court dated December 28, 2010 and Stipulation of December 28, 2010.

8. That Tompkins County Industrial Development Agency ("TCIDA") and Beck Farms, LLP were duly named as parties defendant in the Bank's foreclosure action and their leases with RPM were duly foreclosed by the aforementioned Judgment of Foreclosure and Sale and were not subsequently been continued by the Bank. I have been informed by the attorney for TCIDA, Mariette Geldenhuys, that TCIDA considers this lease terminated.

EDWARD Y. CROSSMORE

Sworn to before me this **3rd** day of October, 2012. tary Public

RUTH BABBITT Notary Public, State of New York No. 01BA4937585 Qualified in Tompkins County My Commission Expires July 11, 2014

#### ASSIGNMENT OF PROMISSORY NOTE AND SECURING OBLIGATIONS

KNOW THAT, US Income Partners, LLC, in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration paid to it by Chemung Canal Trust Company, hereby assigns, transfers, and conveys unto Chemung Canal Trust Company that certain Promissory Note in the amount of \$500,000.00 dated August 4, 2010, executed by RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC and delivered to US Income Partners, LLC (the "Promissory Note").

The undersigned also assigns to Chemung Canal Trust Company all guaranties and other loan documents securing the indebtedness evidenced by the Promissory Note, together with any and all liens and security interests securing the Promissory Note and all its rights as a DIP Lender pursuant to an August 27, 2010 Order of the United States Bankruptcy Court of the Northern District of New York (collectively, the "Securing Obligations").

This Assignment is made (i) without the right of recourse by Chemung Canal Trust Company as against US Income Partners, LLC and (ii) without any representations or warranties whatever, except as expressly made in this Assignment.

Chemung Canal Trust Company assumes all of the obligations of US Income Partners, LLC with respect to the Promissory Note and the Securing Obligations.

US Income Partners, LLC further covenants and represents that it has the right to assign, transfer and convey the Promissory Note and the Securing Obligations. Chemung Canal Trust Company further covenants and represents that it has the right to assume all of the obligations of US Income Partners, LLC with respect to the Promissory Note and the Securing Obligations.

This Assignment is binding upon the parties to this Assignment and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment this \_\_\_\_\_ day of

December, 2011.

1

#### US INCOME PARTNERS, LLC

By: US, Capital Equities, Inc., Sole Member Άv: Blidget A. Martin, Assistant Secretary

#### CHEMUNG CANAL TRUST COMPANY

VICE PRESIPERA

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

On the 20th day of December in the year 2011 before me, the undersigned, a notary public in and for said state, personally appeared Bridget A. Martin 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.

Detro Schneckenburger **Notary Public** DEBRA & SCHNECKENBLIGRER TATE OF SERVICE CULLIFED IN L

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

2

DEBRA ANN NEWCOMER Notary Public, State of New York No. 01NE6058448 Quatified in Chemung County 2015 Commission Expires May 14,\_\_\_\_

Notary Public

EDIARD Y. CROSSMORE RALPH W. NASH CAROLYN R. HOFFMANN

THE CROSSMORE LAW OFFICE ATTORNEYS AND COUNBELORS AT LAW 115 WEST GREEN STREET ITHACA. NEW YORK 14650

TELEPHONE (607) 273-5767 FAX (607) 273-0291

January 11, 2011

by Fax and by FedEx

Jeffrey A. Dove, Esq. Menter, Rudin & Trivelpiece, P.C. 308 Maltbie Street, Suite 200 Syracuse, New York 13204-1498

> Re: RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC Bankruptcy No. 10-31550-5-mcr

Dear Jeff:

Please accept this letter as notice to the Debtors, under the Bankruptcy Court's Final Order Approving the Debtors' Motion for Order Authorizing the Debtors to Incur Post-Petition Senior Secured Super-Priority Indebtedness, etc., dated August 27, 2010 and the Order Approving Stipulation dated January 3, 2011, that the debtors have failed to make to Chemung Canal Trust Company the monthly payment required to be made on or before December 31, 2010 and the monthly payment required to be made on or before January 10, 2011.

Very truly yours, EDWARD Y. CROSSMORE

EYC:rb

cc: Lee Woodard, Esq., attorney for the Official Committee of Secured Creditors (by Fax and by FedEx) Robert M. Pichette, Vice President Case 10-31550-5-mcr Doc 157 Filed 01/03/11 Entered 01/03/11 14:54:16 Desc Main Document Page 1 of 1

## RECEIVED

**NFC 28 2010** 

OFFICE OF THE BANKRUPTCY CLERK SYRACUSE, NY

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF NEW YORK

In re:

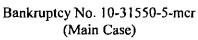
**RPM HOLDINGS, LLC,** 

Debtor.

In re:

#### **RPM ECOSYSTEMS ITHACA, LLC,**

Debtor.



Jointly Administered

**ORDER APPROVING** 

STIPULATION



Upon the Stipulation executed by Edward Y. Crossmore, Esq., attorney for Cherry ing Chal Trust Company on December 23, 2010; and executed by Jeffrey A. Dove, Esq. of Menter, Rudin & Trivelpiece, P.C., attorneys for the debtor RPM Holdings, LLC and the debtor RPM Ecosystems Ithaca, LLC, on December 21, 2010; and with the consent, on said Stipulation, to the entry of this Order by Lee Woodard, Esq., attorney for the Official Committee of Unsecured Creditors on December 22, 2010, it is hereby

ORDERED that the said Stipulation be and hereby is approved.

Dated: <u>Lanuary</u> <u>3</u> 2011 at Syracuse, New York

HON. MARGARET CANGILOS-RUIZ U.S. BANKRUPTCY JUDGE

## RECEIVED

UEC 282010

OFFICE OF THE BANKRUPTCY JUDGE SYRACUSE, NY Case 10-31550-5-mcr Doc 156 Filed 01/03/11 Entered 01/03/11 14:52:38 Desc Main Document Page 1 of 3 RECEIVED

#### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF NEW YORK

In re:

**RPM HOLDINGS, LLC,** 

Debtor.

In re:

#### **RPM ECOSYSTEMS ITHACA, LLC,**

Debtor.

NFC 28 2010

OFFICE OF THE BANKRUPTCY CLERK SYRACUSE, NY

#### STIPULATION

Bankruptcy No. 10-31550-5-mcr (Main Case)

Jointly Administered

### RECEIVED

DEC 282010

OFFICE OF THE BANKRUPTCY JUDGE SYRACUSE, NY

WHEREAS the Bankruptcy Court issued a Final Order Approving the Debtors' Motion for Order Authorizing the Debtors to Incur Post-Petition Senior Secured Super-Priority Indebtedness, and Providing Adequate Protection, All Pursuant to Sections 361, 363 and 364 of the Bankruptcy Code (the "Order) dated and entered August 27, 2010 that, <u>inter alia</u>, directed the debtors to make certain monthly payments to Chemung Canal Trust Company and, in default thereof, granting to Chemung Canal Trust Company, upon notice to the debtors and counsel to the Official Committee of Unsecured Creditors, relief from the stay imposed by 11 U.S.C. Section 362(a), all as is more specifically provided for in paragraphs numbered 15 and 18 of the Order; and

WHEREAS the debtors failed to make the payment for the month of December 2010 within the time limited by the Order; and

WHEREAS Chemung Canal Trust Company gave the notice required by the Order; and

WHEREAS Chemung Canal Trust Company has agreed, pursuant to the terms and conditions of this Stipulation, to forbear from enforcing its rights under the Order;

NOW THEREFORE, for a good and valuable consideration, the receipt of which is acknowledged by each of the parties hereto, the undersigned agree as follows:

1. That Chemung Canal Trust Company hereby withdraws the notice of default under the Order that it issued on December 13, 2010.

2. That Chemung Canal Trust Company agrees, subject to the approver of the Stipulation by the Court, that the time for the debtors to make the December 2010 payment, the by the Order, shall be extended to December 31, 2010.

3. That the forbearance hereby agreed to by Chemung Canal Trust Company shall be without prejudice to its ability to require strict compliance with the Order as to the future monthly payment obligations imposed upon the debtors by the Order.

4. That this Stipulation contains all of the understandings and agreements by the debtors and Chemung Canal Trust Company relating to the subject matter bereof, namely the debtor's default in the making of the December 2010 payment.

5. That this Stipulation shall not be effective until it has been approved by the Court.

6. That Chemung Canal Trust Company may submit an Order approving this Stipulation in the form annexed hereto as EXHIBIT A without further notice to the debtors.

IN WITNESS WHEREOF, the undersigned have executed this Stipulation as of the dates indicated.

Dated: Deat 23, 2010 at Ithaca, New York

Tel. (315) 474-7541

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorney for Chemung Canal Trust Company Office and P.O. Address 115 West Green Street Itbaca, New York 14850 Tel. (607) 273-5787

Dated: Decan lan 21, 60,00 at Syracuse, New York

A. dove, eso. MENTER, RUDIN & TRIVELPIECE, P.C. Attorney for RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC 308 Malthie Street, Suite 200 Syracuse, New York 13204-1498

Consent to entry of Order approving this Stipulation

Lee Woodard, Esq., attorney for the (Date) Official Committee of Unsecured Creditors

3. That the forbearance hereby agreed to by Chemung Canal Trust Company shall be without prejudice to its ability to require strict compliance with the Order as to the future monthly payment obligations imposed upon the debtors by the Order.

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Dated: \_\_\_\_\_\_at Ithaca, New York

EDWARD Y. CROSSMORE, ESQ. THE CROSSMORE LAW OFFICE Attorney for Chemung Canal Trust Company Office and P.O. Address 115 West Green Street Ithaca, New York 14850 Tel. (607) 273-5787

Dated: \_\_\_\_\_at Syracuse, New York

JEFFREY A. DOVE, ESQ.
MENTER, RUDIN & TRIVELPIECE, P.C.
Attorney for RPM Holdings, LLC and RPM Ecosystems Ithaca, LLC
308 Maltbie Street, Suite 200
Syracuse, New York 13204-1498
Tel. (315) 474-7541

Consent to entry of Order approving this Stipulation

12.22.10 (Date)

Lee Woodard, Esq., attorney for the Official Committee of Unsecured Creditors



Engineering Architecture Environmental

## **APPENDIX 5**

**Site Representative Interview** 



			Article and a second se
300 State Street. Suite	201   Rochester, NY 14614   p.585,454 6110   † 58	5,454,3066   www.labellapc.com	
Project No	Date of Interview:	Conducted by:	

				_conducted by	
	Address (tax # if undeveloped): 2150 Drudenkd. Durden nur 13053				
	Interviewee & Relationship to Site: Tracy Pinney/co-owner How long affiliated with Site: 5 yro.				
	Title/Position/Relationship to Site		presentative Form	er Owner	Occupant Real estate agen
	Additional Contacts: Scott Pinney				
1.	What is the purpose of this assessment? Re-financing the property	Selling the property	Purchasing the	property	Construction loa
2.	□Re-financing the property □Construction load Other (explain): Development of Solar farm Do you have a PROPERTY SURVEY MAP or OTHER MAPPING of the Site available? □No □Yes ☑Unknown (if Yes, please provide if possible)				
3.	Number of building(s): Acreage of Site:	Total	sq. ft. of building(s): nknown DNA		
	Building #1/location:		Sq. ft.	Constant	D
	Building #2/location:		Sq. ft.	Constructi Construct	
	Building #3/location:		Sq. ft.	Construction Date:	
	Building #4/location: Sq. ft. Construction D				
	Some Farming b	Di maring D	HUDLY HEE	uge	
5.	What are the PAST USE(S) of the Site (and Tree Form 200	d/or Site Buildings if appli 多っつい	icable) and DATES of (	occupancy, if kn	own? 🔲 Unknown
6.	Have any buildings been BURNED or DEMOLISHED on the Site?				
	Was the Debris: Burned on Site No Yes Removed from Site No Yes Explain:		Buried on Site	]No []Yes	Unknown
	Has the Site ever been developed with a residential structure? No Yes Unknown				
7.	Is the SITE or any ADJOINING PROPERT Dry Cleaning Facility No Yes Dates and Explain:	Y CURRENTLY or PREV	VIOUSLY utilized as a	iny of the follow ty to the	ring?

6.

7.

X-ray or Film Dates and Expl	Developing 🖾 ain:	No Yes Unl	known	Site	Adjoining Prope	rty to the	
Is ther Explai	e a Metal Recover n:	y System in Place?	No 🗆	□Yes	Unknown		
		Unknown		□Adjoin	ing Property to the		
Paint/Body Sho Dates and Expla	n:⊠No □Yes in:	Unknown	Site	Adjoini	ng Property to the		
Gasoline Station Dates and Expla	No Diver	<u> </u>			ng Property to the _		
Industrial Proper Dates and Explai	y: No DYes	DUnknown	Site	Adjoinir	g Property to the		
	RENT and PREV	TOUS USE(S) of t		DINING PR			
South:	Cemeta	ry					
East:	ROADWAY	1					
West:	Roadway						
					nerated and how is/	/was it Dispose em	l of? Unknown
If PRIVATE SYST	EM where is the l	each field currently	located'	7			
ls NON-SANITAR □No □Yes ☑( □Other (explain):	Y WASTE WATE Inknown	R CURRENTLY Discharge Point:	or was Pl	REVIOUSL System	Y Generated and he Private Syste	ow is/was it Dis em □1	sposed of? Jnknown
If PRIVATE SYST	EM where is the di	scharge point curn	ently loc:	ated?			
Are any of the follow SEPTIC TANK:	ving CURRENTL	Y or PREVIOUS	Y locate	d at the Site	ŋ		
Dates of Usage:		CS AUCHKNOWN	Lo	cation:			
LEACHFIELD: Dates of Usage:		es 🖄 Unknown	Loc	cation:			
INJECTION WEL		es DUnknown	Loc	cation:			
DRY WELL: Dates of Usage:	No Ye	es Dunknown	Loc	ation:			
Are any of the follow FLOOR DRAINS: Discharge Point: TRENCH DRAINS: Discharge Point:	Bitto Lites L	JUnknown Loca	ation:	at the Site?			
Discharge Point: SUMP PUMPS: Discharge Point:		Unknown Loca					
STORM DRAINS: Discharge Point:	No Yes	Unknown Loca	tion:				
OTHER:	No Yes						

8.

9.



An Transie

300 State Street, Suite 201 | Rochester, NV 14614 | p 585,454 5110 | 7565,454,3066 | www.labellapc.com

	Project No	_Date of Interview:	Conducted by:	
	Address (tax # if undeveloped):			
	Interviewee & Relationship to Site	:How lo	ong affiliated with Site:	
	Title/Position/Relationship to Site	Owner Owner Representative Neighbor Purchaser Other (explain):	Former Owner Seller	□Occupant □Real estate agent
	Additional Contacts:			
1.	What is the purpose of this assessn Re-financing the property		hasing the property	Construction Ioan
2.	Do you have a PROPERTY SURV	EY MAP or OTHER MAPPING of the Site Yes, please provide if possible)	available?	
3.	Number of building(s): $2$ Acreage of Site: $157$	Total sq. ft. of bi Unknown	1000000  milding(s): 6900	
	Building #1/location: Building #2/location: Building #3/location: Building #4/location:	Sq. ft. Sq. ft. Sq. ft. Sq. ft. Sq. ft.	3700 Construc Construc	tion Date: 2008 tion Date: 2008 tion Date: tion Date:
4.	What is the CURRENT USE(S) of	the Site (and/or Site Buildings if applicable)	and DATES, if known? Storey C	Unknown
5.	What are the PAST USE(S) of the	Site (and/or Site Buildings if applicable)and $Agricact$		nown? 🗌 Unknown
6.	Have any buildings been BURNED Explain:	or DEMOLISHED on the Site?	□Yes XUnknown	
	Was the Debris: Burned on Site INo Removed from Site No Explain:	☐Yes XUnknown Buried o ☐Yes XUnknown	on Site 🗌 No 🗌 Ye	s 🗍 Unknown
	Has the Site ever been developed w	ith a residential structure? No Y	es 🕅 Unknown	
7.	Is the SITE or any ADJOINING PR Dry Cleaning Facility Dates and Explain:	OPERTY CURRENTLY or PREVIOUSLY	utilized as any of the follo ining Property to the	owing?

	X-ray or Film Devel Dates and Explain:	oping 🗌 No	□Yes XUnk	nown	Site	Adjoining	Property to the	
	Is there a M Explain:	letal Recovery S	system in Place?	No	□Yes	Unknown		
	Car Repair Shop: Dates and Explain:	No 🗆 Yes 🕅	Unknown	Site	Adjo	ining Property	to the	
	Paint/Body Shop: Dates and Explain:	]No □Yes 🋱	Unknown	Site	□Adjo	ining Property	to the	
	Gasoline Station: [ Dates and Explain:	]No []Yes 🏿	Unknown	Site	Adjo	ining Property	to the	
	Industrial Property:   Dates and Explain:	]No ∏Yes 】	<b>Ú</b> Unknown	Site	□Adjoi	ining Property	to the	
8.	What are the CURRI <u>Direction</u> North:	Current U	OUS USE(S) o se/Occupant S Scheol	f the ADJ	OINING	PROPERTIES Past Uses/Oc		
	South:	(em	etery					
	East:	housin	etery y Comme.	cie-1				
	West:		im					
9.	ls SANITARY WAS □No □Yes XU □Other (explain):	TE WATER CU aknown	RRENTLY or Discharge Poi	was PRE int: □Pu	VIOUSL' blic Syste		nd how is/was it ivate System	Disposed of?
	IF PRIVATE SYSTE	M where is the l	each field curre	ntly locat	ed?			
	Is NON-SANITARY No Yes XUI	WASTE WATI	ER CURRENTI Discharge Poi	.Y or was nt: □Pul	s PREVIC blic Syste	DUSLY Gener m Pr	ated and how is ivate System	was it Disposed of?
	If PRIVATE SYSTE	M where is the c	lischarge point of	currently	located?			
	Are any of the follow SEPTIC TANK:		LY or <u>PREVIO</u> Yes XUnknov		ated at th Location			
	Dates of Usage: LEACHFIELD:		Yes Unknow	vn	Location	£		
	Dates of Usage: INJECTION WELL		Yes Wunknow	vn	Location	:		
	Dates of Usage: DRY WELL: Dates of Usage:	No D	Yes Unknov	vn	Location			
	Are any of the follow FLOOR DRAINS: Discharge Point:	ing CURRENTI	Y or PREVIOU	USLY loc Location	ated at th	e Site?		
	TRENCH DRAINS: Discharge Point:	□No □Yes	Unknown	Location	:			
	SUMP PUMPS: Discharge Point:	□No □Yes	Unknown	Location	:			
	STORM DRAINS:	No Yes	Unknown	Location	¢.			
	Discharge Point: OTHER:	No Yes	Unknown	Location	5			
				4	2			

	Discharge Point:		
	Are any FLOOR DRAINS, TRENCH DI □No □Yes 罺Unknown □NA	RAINS, or SUMPS connec	cted to an OIL/WATER SEPERATOR?
	Dates of Usage:		
	Location:		
	Have any drains been closed in place or s If YES, date: Location and explain:	ealed over? 🔲 No 📄	Yes XUnknown
10.	Is the Site serviced with PUBLIC or PRIV Type Date of Connection/Use	VATE WATER SYSTEM: age	S and DATES of Connection, if known?
	Well	X NA	
	Are there, or were there ever any OBSER □No □Yes ▲Unknown	VATION or MONITORIN	NG WELLS located on-Site?
	Location:	Purpose:	Dates of Usage/Installation:
	Are ANY of the FOLLOWING located O Type: Location: Surface water Ponds Creek Rivers Unknown	Type: Pits Lagoons Drainage D Lakes No	Location:
12.	What type of heating does this property Cl Choose all that apply and identify the asso	URRENTLY have, if any?	
	Type Date(s) of Connection/I Natural Gas Propane Coal Not Heated Other (explain)		Date(s) of Connection/Usage
	If oil: How is/was the oil stored above Location:	ve ground storage tank	Underground storage tank (see Question 20)
	What type of heating does this property PR Choose all that apply and identify the assoc	EVIOUSLY have, if any? ciated building(s) and date	s of connection if applicable.
	Type Date(s) of Connection/U Natural Gas Propane Coal Not Heated Other (explain)		Date(s) of Connection/Usage

3

	If oil: How is/was the oil sto Location:	red above ground stor	age tank 🗌 unde	rground storage tank (se	e Question 20)
13.	Who Supplies ELECTRIC SEF	VICE to the Site? irid	Unknown	□NA	
14.	What is the nature of SOLID W	ASTE Generated at the S	te and Disposed of fro	m the Site (including ha	zardous)?
	Type of Waste?	How is it sto	ored?	Who collects the wast	e and when?
15.	To the best of your knowledge, XNo □Yes □Unknown Explain:	have you ever GENERAT if Yes, please provide Ma	ED or TRANSPORTE nifests)	ED HAZARDOUS WAS	STE from the Site?
16.	Do you TREAT or DISPOSE o XNo Yes Unknown Explain:	fany WASTE MATERIA	LS on-Site? (i.e., land	filling, neutralization, in	cineration)
17.	Has any OTHER ENTITY ever any materials at the Site?	been allowed to DUMP, S □ □ Yes ∑Unknown	TORE, DISPOSE, TR	ANSPORT, BURY, IN	CINERATE, OR LANDFII
	Who? Wha	t?	When?	Location:	
18.	Has FILL DIRT been brought o No Yes Unknown Explain: Are there areas of the Site in wh Type: Loca Gravel Construction Materials Other (explain):	ich the any of the followin ion: Type D	g were or are located?		E?
20.	Are there CURRENTLY or PREV	IOUSLY any ABOVE (A Are they REGISTER	ST) or UNDERGROU ED with the NYSDEC	ND (UST) STORAGE	TANKS located at the Site? known
	Tank Type (AST/UST) Ca	pacity (Gallons) Pr	oduct Instal	lation Date Remo	val/Closure Date
	L.				
	2,				
	3.				
	4,				
	5,				
	Are there any LEAK DETECTION Explain:	N DEVICES in place?	No Yes Unkno	wn	

Have any TANI	KS been: Dunknown	]No D	ate(s):		
REMOVED Explain: Location:	from the Site				
CLOSED in Explain:	place at the Site				
Location:					
ls Documentati (Please provide	on/Closure Reports /An: copy)	alytical Data Available	? □No □Yes ¤U	nknown	
Has any CONT TANKS? Explain:	MINATION been identif	fied or REMEDIATION known	been required at the S	ite; related to CURRENT	OR PRIOR
Has any CONTA PRIOR TANKS Explain:	MINATION been identif ? No Yes Mun	fied or REMEDIATION known	been required at a nei	ghboring property; related	to CURREN'
What type of CH	EMICALS are CURREN	TLY or have PREVIOU	JSLY been STORED o	or UTILIZED on Site?	
Type:	Usage:		ntainer/Capacity:	Disposal Metho	d.
Have there been	any SPILLS, UNPERMIT	TED DISCHARGES	RELEASES of HAZ	Yes, please provide copies) ARDOUS or CONTAMIN	
Have there been		TED DISCHARGES	RELEASES of HAZ	ARDOUS OF CONTAMIN	
A MODE L					
Have there been MATERIALS or What?	any SPILLS, UNPERMIT PETROLEUM PRODUC When	TED DISCHARGES, c TS at or in the vicinity	or RELEASES of HAZ of the Site? No <u>Location:</u>	ARDOUS or CONTAMIN ]Yes ☐Unknown	
Have there been MATERIALS or What? Are you AWARE (please provide in Regulatory Listin	any SPILLS, UNPERMIT PETROLEUM PRODUC When if the SITE is listed as ar formation for 'yes' respon g:	TED DISCHARGES, of CTS at or in the vicinity ? ny of the following –Ch nses) Explain:	or RELEASES of HAZ of the Site? No <u>Location:</u>	ARDOUS or CONTAMIN ]Yes ☐Unknown	
Have there been MATERIALS or What? Are you AWARE (please provide in Regulatory Listin National Prior CERLCIS Site CERCLIS NFI RCRA Genera	any SPILLS, UNPERMIT PETROLEUM PRODUC When if the SITE is listed as ar formation for 'yes' respo- g: ity or Delisted Priority Lis RAP Site tor Facility	TED DISCHARGES, c CTS at or in the vicinity ? hy of the following –Ch nses) Explain: at	or RELEASES of HAZ of the Site? No <u>Location:</u>	ARDOUS or CONTAMIN ]Yes ☐Unknown	
Have there been MATERIALS or What? Are you AWARE (please provide in Regulatory Listin National Prior CERLCIS Site CERCLIS NFI RCRA Genera RCRA Genera RCRA Treatm State or Local National Respo	any SPILLS, UNPERMIT PETROLEUM PRODUC When if the SITE is listed as ar formation for 'yes' respon g: ity or Delisted Priority Lis RAP Site tor Facility ent/Storage/Disposal Faci Landfill onse Site	TED DISCHARGES, c CTS at or in the vicinity ? hy of the following –Ch nses) Explain: at	or RELEASES of HAZ of the Site? No <u>Location:</u>	ARDOUS or CONTAMIN ]Yes ☐Unknown	
Have there been MATERIALS or What? Are you AWARE (please provide in Regulatory Listin CERLCIS Site CERCLIS NFI CERCLIS NFI RCRA Genera RCRA Treatm State or Local National Respo NYSDEC Spil Hazardous Wa Brownfield or	any SPILLS, UNPERMIT PETROLEUM PRODUC When if the SITE is listed as an iformation for 'yes' respon g: ity or Delisted Priority Lis RAP Site tor Facility ent/Storage/Disposal Faci Landfill onse Site I Site ste Disposal Site Voluntary Cleanup Site Environmental Control S	TED DISCHARGES, c CTS at or in the vicinity ? hy of the following –Ch nses) Explain: st	or RELEASES of HAZ of the Site? No <u>Location:</u>	ARDOUS or CONTAMIN ]Yes ☐Unknown	

- 25. Has the Site ever been the subject of an ENFORCEMENT ACTION by any FEDERAL, STATE, or LOCAL agency regarding ENVIRONMENTAL ISSUES? No Yes Unknown Explain and provide DATES and any Documentation:
- 26. Is the Site presently under any FEDERAL, STATE, or LOCAL CONSENT ORDERS, DECREES, or CAUSE of ACTION? No Yes XUnknown Explain and provide DATES and any Documentation:
- 27. Are you aware of any ENVIRONMENTAL LIENS on the Site? No Yes Annown Explain:
- 28. Are you aware of any LAND USE or ACTIVITY LIMITATIONS that are in place on the Site or have been FILED or RECORDED in a registry? No Yes Unknown Explain:
- 29. Are you aware of any KNOWLEDGE or INDICATORS related to the Site that point to the PRESENCE or LIKELY PRESENCE of CONTAMINATION? No Yes Unknown Explain:
- 30. Are you aware if the PURCHASE PRICE of this Site reasonably reflects the fair market value of the property?
- 31. Has there ever been PREVIOUS Phase I Environmental Site Assessments or environmental audits performed for the Site?

   No
   Yes
   Unknown (if Yes, please provide copies if possible)

   If yes, by Whom?
   Date?

   Concerns identified:
   No
   Yes

   Unknown
   Yes
   Unknown
- .32. Is the ABSTRACT OF TITLE for the Site available? No Yes Unknown (If Yes, please provide if possible or provide name and contact information for attorney that may have report)
- 33. Do you have any additional information or specialized knowledge or experience regarding the Site? No Yes Unknown Explain:
- 34. Do you have any information related to the future use of the Site? XNo Yes Unknown Explain:
- 35. Has the Site ever been utilized agriculturally? □No XYes □Unknown If so, when?: Explain: before 2010 RPM tree form



Engineering Architecture Environmental

# **APPENDIX 6**

**Local Government Records** 



LANDMAX		N	lain Rec	ord					02/21/	/2017
Tax ID 038.000-0001-003.00100	<b>Owne</b> PINNE	-	OTT			<b>Print K</b> 381-3	•			
Street Address 2150 DRYDEN RD	Co Ov	vner				Munic TOWN	<b>ipality</b> I OF DRY	DEN		<b>6 CODE</b>
Mailing Address 6 OTTI DR LANSING, NY 14882	Subdiv	ision	/ Cross Str	eet		STOR	t <b>y Descri</b> AGE, <b>ode</b> 440	ptior	n	
Year Built 0	Heat		# of Bedroc	oms	0.0	Sq. Footage	•	0	# of Stories	0
House Type	Fuel		# of Baths			1st Floor SC	-	0	# Res. Units	
Basement Exterior	Water PUBL Sewer PRIV		# of Firepla	293		2nd Floor S <sup>e</sup> Base SQFT	QFT	0 0	# of Building # of Garage	-
	Central Air			000	Ŭ	Buse eq. i		U	Story Height	
Assessment	\$478,00	0	School		DF	RYDEN	North		908775	
Land Value	\$328,00	0	School Tax	c	\$1	7,744.00	East		887239	
Equalization Value 100	<b>%</b> \$478,00	0					Latitude	•	42.4938607	
Account #		0	County Tax	C	\$8	3,256.00	Longitu	de	-76.336165	
Improvements										
Improvement Type	Dimensions S	SQ. Fe	et Year		Impro	vement Typ	e Dimer	nsio	ns SQ. Feet	Year
#1	0 X 0	0		#3	BARN	,POLE	3200 >	X 0	3200	2008
#2 BARN,POLE	3780 X 0	3780	2007	# 4			0 X 0		0	
Land Character	ietire	Total Acres	157.72		Land SQ FT	6,870,283		_ot Size	0 X 0	
Primary 1.00	Secondary (	6.00	Leased	ł		Undeve	eloped 12	25.72	2 Wooded	
Wetlands 7.00	Water Front		Residu	<b>al</b> 18	.00	Tillabe			Pasture	
Waste	Muck		Orchar	ds		Vineyar	ds		Rear	
Sales History										
Grantor	Sale Price		Sale Date		Deec Bool		Deed Valid			ARMS _ength
RPM ECOSYSTEMS	225,000	10	/04/2012		59828					N
								!		

09/22/2006

330,000

49711

1004

# Notes

COOK PAUL E

Y

#### **REQUEST FOR INFORMATION**

Freedom of Information Law Effective January 1, 1978

To:	Town Clerk, Town of Dryden
	93 East Main Street, Dryden, New York 13053

#### I HEREBY APPLY: (check one)

To inspect the following records:

X For copies of the following records at a cost of \$.25 per page: Digital copy (storage device provided by me)

#### **Records Description:**

- ✓ Assessment Records current and historical property cards ✓ Records of Environmental Concerns, issues, or violations
- Building Inspection Records ~
- ✓ Fire Marshal Records
- ✓ Code Enforcement Records
- ✓ Records of contamination/cleanup/remediation

For the following property:

- $\checkmark$ Records of Tank installation, permits, removals, or closures
- ✓ Records of Fires at the Site
- ~ Records of leaks or spills
- ✓ Waste Disposal Records

2150 Dryden Road (Tax ID #038.000-0001-003.00100) **Owner: Pinney, Scott** 

I understand that the Town of Dryden has five (5) days to act on this request, and if approved, an additional ten (10) days to provide the requested material.

Alexandra Vitulano Printed Name

Depandra Nitulano

Signature

LaBella Associates Representing

300 State Street, Suite 201 Address

Rochester, New York 14614 City, State, Zip

(585) 295-6247 Contact phone #

Email Address: avitulano@labellapc.com

TOWN USE ONLY				
Date Received: APPROVED	DENIED for the reason(s) che	ecked below		
	Part of Investigatory Files Exempted by Statute Other than FOIL			
Signature	Title	Date		

NOTICE: Should your request be denied, you have thirty (30) days in which to file an appeal with the Records Access Officer of the Town of Dryden, who must fully explain his/her reasons for such denial in writing within seven (7) days of receipt of an appeal.

Town Use Only: # of copies

Amount

## Vitulano, Alexandra

From:	Kevin Ezell <kevin@dryden.ny.us></kevin@dryden.ny.us>
Sent:	Wednesday, February 22, 2017 8:35 AM
To:	Vitulano, Alexandra
Cc:	Bambi Avery
Subject:	2150 Dryden Rd
Attachments:	2150 Dryden Rd BP1.pdf; 2150 Dryden Rd BP2.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Alexandra, Please find the attached as per your FOIL request.

Assessment Records are found at Tompkins County Assessment Department and are not kept here.

Building Inspection Records, Fire Marshall Records, and Code Enforcement Records are attached.

We have no records of contamination/cleanup/remediation.

As far as Records of Environmental Concerns, Issues, or Violations, we do not have any of these. There are wetlands and Flood Plain on this site.

No tanks were ever installed on the site nor are there any records of fire, leaks or spills.

Waste Disposal Records are not kept here either but the last use was for growing trees.

Let me know if you need something more.

Kevin W. Ezell Code Enforcement Officer Town Of Dryden 93 E Main St Dryden NY 13053

Phone # (607)844-8888 extension 214 Fax# (607)844-8008 Email <u>Kevin@dryden.ny.us</u>

"If men were angels, no government would be necessary" James Madison Federalist Paper #51

	TOWN	OF DRYDEN • DRYDEN, NEW Y	<b>ORK</b>
المتعمر		65 EAST MAIN STREET, DRYDEN, NEW YORK 13053	
	<del>007-844-9</del> 120	In the Heart of the Finger Lakes Region	

T

ZONING & BUILDING CODE ENFORCEMENT

• •

APPLICATION	FOR BUILDING PERMIT
Date of Application: 5/2/07	Tax Parcel # 38   - 3.
	, Extend, Convert, Other
A Structure located at 1St & Wall O	GO DULAUAROAD DOR L. DNden
To be Used for Farm Equip St	VARY At a Cost of
Owner of Land P J. & Mar Mar	Ghall Builder Finantakes Constraction
Is Property under Land Contract? ( )	Yes NNO
Is Construction to be for someone ot	
Name	Mailing Address
The Structure(s) will be as follows:	
Type of Construction: Wood Steel	Masonry Other
Number of Stories	-
Number of Family Units Single	Duplex Multi Commercial (N/A)
Type of Heat & Fuel Source	
Number of Baths N.A.	Number of Bedrooms NA
Square Footage: Living Area: Second Floor	BasementFirst Floor <u>3780</u> Over Second
	to do the above, in accordance with all provisions of all Laws lew York, or others having jurisdiction, and affirms that all a are correct to the best of his belief.
Owner Signature	
Owner Address	
Signature of Applicant required if differe	ent than above listed owner.
Applicant Signature: THMQ	~1
Applicant Address: 1202 E.S.	atest. Hhaca NY 14850
<b>Applicant Phone</b> : <u>607.273</u> , [4	<del>\$1./</del>
	R OFFICE USE ONLY
Building Permit Approved	Building Permit Denied
Under Section	(of the NYS Building Code)
Signature of Zoning & Codes Officer	
Building Permit # 0007972	Zoning Permit # 049-2007 Z

#### Amendment #(12), Local Law #1 of 1992, "Right to Farm Law".

Adopted by Dryden Town Board July 14th, 1992, Resolution # 130. Local Law #1 of 1992. Date in effect, July 20th, 1992.

#### Section 4. Notice to Prospective Neighbors

The following notice shall be included in building permits, special permits, permits issued in Site Plan Review and in any other situation where a permit is required to be issued by the Town of Dryden and on plats of subdivisions submitted for approval pursuant to Town Law Section 276 and the Land Subdivision Rules and Regulation of the Town of Dryden, New York.

"This property may border a farm, as defined in Town of Dryden Local Law No. 1 of the year 1992, a Local Law known as Right to Farm Law. Residents should be aware that farmers have the right to undertake good or acceptable farm practices which may generate dust, odor, smoke, noise, and vibration."

#### Section 5. Severability Clause

- a) If any part of the Local Law for any reason is held to be unconstitutional or invalid, such decision shall not affect the remainder of this Local Law.
- b) Nothing contained herein shall be construed as being inconsistent with any other local law, ordinance, rule or regulation of the Town of Dryden, the intention of this local law being to supplement and complement other local laws, ordinances, rules or regulations.

#### Section 6. Effective Date

This Local Law shall be effective immediately upon filing, as provided by the Municipal Home Rule Law.

IMPORTANT NOTICE TO: All Applicants of Zoning Permits, Building Permits, Special Permits, Zoning Variances and all other types of required reviews and permits issued by the Town of Dryden. Effective September 14th, 1988

Subject: Violation of any part(s) of The Town of Dryden Zoning Ordinance or Title 19 N.Y.C.R.R. (Administration and Enforcement of the Uniform Building & Fire Prevention Code)

#### Be advised as follows:

Due to the ongoing disregard of both the N.Y.S. Building & Fire Prevention Code and the Dryden Town Zoning Ordinance, the Town of Dryden will <u>Strictly Enforce</u> all requirements and regulations of both. The following will be the general policy of the Town and this office.

1) No Building Permits will be issued to any applicant until such time that all other required permits, eertificates and documents have been submitted to this office and found to be acceptable and complete.

2) No Public Hearings or Town Reviews will be scheduled for any purpose until this office has reviewed and found that all applications and supporting documents are 100% accurate and complete

3) If at any time prior to the issue of an above permit or authority to proceed has been granted, it is found that construction or occupancy has begun or taken place, the violator and property owner will be prosecuted in a court of law by this office or the Dryden Town Attorney.

4) After necessary permits have been issued, it is found that any permit holder takes occupancy, opens its doors to the public or uses a permitted device without obtaining a Certificate of Occupancy or Certificate of Compliance, the holder of that permit will be prosecuted in a court of law by this office or the Dryden Town Attorney.

5) In summary, no violation or noncompliance of either the Dryden Town Zoning Ordinance or the New York State Building and Fire Prevention Code will be tolerated by the Town of Dryden. No violation of any local, county, state or federal law or regulation will be tolerated either. Action will be taken against all violators. Penalties for such violations are: \$100.00 per day, and/or not to exceed 15 days in jail. Each days breach shall constitute a new and additional violation.

Applicants Signature	'alle	he)	IUL	Date 5-4-07
ubbucauro Artes				

# BUILDING PERMIT Town Of Dryden, New York

**This is to Certify** That a Building Permit has been issued to RPM Ecosystems Ithaca, LL to erect, move, demolish, place, extend, convert or repair a building as follows, in accordance with the TOWN OF DRYDEN Ordinances/Laws and Regulations applicable thereto. THIS PERMIT is not an OCCUPANCY PERMIT. Occupancy by, meeting or exceeding the requirements of the attached INSPECTION SCHEDULE.

Erect a farm equipment storage building.

Operation	Agricultural Pole Bldg	Owner of Land <u>RPM Ecosystems Ithaca, LL</u>
Address	2150 Dryden Rd	Date of Permit _05/04/2007
	DRYDEN, NY 13053	Expiration _ <u>05/04/2008</u>
Permit Number	0007972	Special
		SignedCodes Enforcement Officer

THIS MUST BE POSTED AT THE PLACE OF WHERE THE WORK IS IN PROGRESS

# **TOWN OF DRYDEN -- DRYDEN, NEW YORK**

93 EAST MAIN STREET, DRYDEN, NEW YORK 13053

607-844-8888 option 2 In the Heart of the Finger Lakes Region

ZONING & BUILDING CODE ENFORCEMENT

# **CERTIFICATE OF COMPLIANCE**

This is to certify RPM Ecosystems Ithaca, LL obtained a building permit and that the building described on the application for building permit no. 0007972 located at 2150 Dryden Rd, NY within the Town of DrydenTax Map # 38.-1-3.1 as constructed has been inspected and the same complies with all the applicable sections of the Town of Dryden Zoning Ordinance and the New York Uniform Fire Prevention and Building Code: as they were in effect on the date of issue. It is issued to and on the behalf of the Owner of Record as listed above and does not contain or imply and warranty to any third party. Furthermore, it is based on inspections, which were conducted for the purpose of code compliance, and does not carry any implication regarding the quality of workmanship or material used in the structure.

This certificate is issued for the completed construction of a 1-story metal pole barn for agricultural use. Trusses support a metal roof. The structure is for the storage of farm equipment. No electrical service is included in this certificate.

Issued: Jakung 13,2008

(Code Enforcement Officer)

# TOWN OF DRYDEN • DRYDEN, NEW YORK



65 EAST MAIN STREET, DRYDEN, NEW YORK 13053

607-844-9120

In the Heart of the Finger Lakes Region

ZONING & BUILDING CODE ENFORCEMENT

Date: May 7<sup>th</sup>, 2007 Building Permit #: 0007972 Zoning Permit #: 049-2007 Z Parcel #: 38.-1-3.1

PROJECT ADDRESS: 2150 Dryden Road OWNER: RPM Ecosystems

TYPE of STRUCTURE: Agricultural Storage Building CLASSIFICATION: U/Ag

#### INSPECTIONS FOR BUILDING & ZONING COMPLIANCE

The following list is a general outline of the inspections, which must be made of your project in order to assure conformance with the NYS Uniform Fire Prevention & Building Code. Therefore, it is your responsibility to give me notification, (AT LEAST 24 HOURS IN ADVANCE) so that these Inspections can be properly conducted. Upon final completion, you will be issued a CERTIFICATE of OCCUPANCY or COMPLIANCE that you should retain for future reference. Note that these Inspections are for code & zoning compliance only and do not relieve either the contractor or owner of their traditional rolls and responsibilities. If we have not inspected the project,

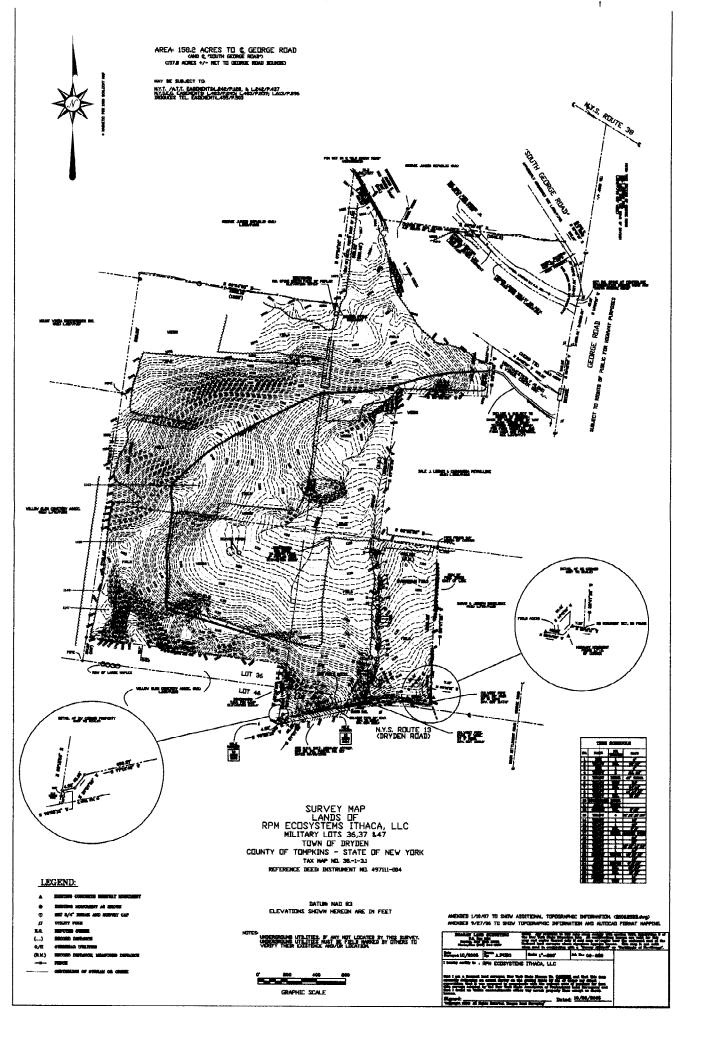
we may not grant a certificate.

Inspector for the Town of Dryden

#### Inspections Required

- A. Plans approved prior to issue of Building Permit 5/7/07 1. Building layout conforms to Zoning & Fire Separation '7/N' B. Prior to pouring concrete for footings and/or foundation. 01 2. Foundation and or post excavation adequate 3. Grading adequate for effective drainage, lot or site only C. After framing is completed, 4. Proper grade and spans 5. Pressure treated lumber or treated lumbers as necessary 6. Insulation; Walls \_\_\_\_\_ Floors or slab \_\_\_\_\_ Ceiling 7. Proper openings for exit fire separation & egress 8. Rough electrical installation, (ONLY if INSTALLED) by others 9. Roof or Floor Trusses Stamped Design Spec. Sheet on provide C. Final Inspection after Structure is completed 10. Structure has been adequately weatherproofed 11. Final Electrical Compliance (ONLY if INSTALLED) by others 12. Installation of all heating equipment. 13. Fuel storage is acceptable
  - 14. Railings & steps as per code requirements

D. Other Requirements or additional Certificates as Necessary.



# TOWN OF DRYDEN • DRYDEN, NEW YORK

65 EAST MAIN STREET, DRYDEN, NEW YORK 13053



In the Heart of the Finger Lakes Region

ZONING & BUILDING CODE ENFORCEMENT

607-844-9120

<b>APPLICATION FOR BUILDING PERMIT</b>
Date of Application: 11/5/07 Tax Parcel #
Application is hereby made to: BuildX, Extend, Convert, Other
A Structure located at (St. & No.) 2150 DRYDEN RD
To be Used for ARRICULTURE - POTTING At a Cost of
Owner of Land MARVIN MARSHAL Builder FINGERLAKES ( ONST
Is Property under Land Contract? ( ) Yes (V) No
Is Construction to be for someone other than present Land Owner?
NameMailing Address
The Structure(s) will be as follows:
Type of Construction: Wood Steel Masonry Other POLE BARN
Number of Stories/
Number of Family Units Single Duplex Multi Commercial $(N/A)$
Type of Heat & Fuel Source PRUPANE - RADIANT
Number of Baths O Number of Bedrooms
Square Footage:       Living Area:       Basement       First Floor 2646         Second Floor       Over Second       Over Second         The Undersigned applies for permission to do the above, in accordance with all provisions of all or Regulations of the Town of Dryden, New York, or others having jurisdiction, and affirms that a second sec
statements and information given herein are correct to the best of his belief. Owner Signature Owner Address Owner Phone
Signature of Applicant required if different than above listed owner. Applicant Signature: (RICHARD GATTRINGE) Applicant Address: Applicant Phone: 607-342-5506
FOR OFFICE USE ONLY
Building Permit Approved 11/7/07 Building Permit Denied
Under Section (of the NYS Building Code)
Signature of Zoning & Codes Officer
Building Permit # 200 8096 Zoning Permit # 76 - 2007 2

# BUILDING PERMIT Town Of Dryden, New York

This is to Certify That a Building Permit has been issued to RPM Ecosystems Ithaca, LL to erect, move, demolish, place, extend, convert or repair a building as follows, in accordance with the TOWN OF DRYDEN Ordinances/Laws and Regulations applicable thereto. THIS PERMIT is not an OCCUPANCY PERMIT. Occupancy by, meeting or exceeding the requirements of the attached INSPECTION SCHEDULE.

Metal pole-barn, metal roofing, on concrete floor.

Operation	Agricultural Pole Bldg	Owner of Land RPM Ecosystems Ithaca, LL
Address	2150 Dryden Rd	Date of Permit
	DRYDEN NY 13053	Expiration
		Special
Permit Nu	mber: <u>0008090</u>	Signed Dand W Sound CODE ENFORCEMENT OFFICER

THIS MUST BE POSTED AT THE PLACE OF WHERE THE WORK IS IN PROGRESS

# **TOWN OF DRYDEN -- DRYDEN, NEW YORK**

93 EAST MAIN STREET, DRYDEN, NEW YORK 13053

607-844-8888 option 2 In the Heart of the Finger Lakes Region

FILE COPY

ZONING & BUILDING CODE ENFORCEMENT

# **CERTIFICATE OF COMPLIANCE**

This is to certify RPM Ecosystems Ithaca, LL obtained a building permit and that the building described on the application for building permit no. 0008090 located at 2150 Dryden Rd, DRYDEN NY 13053 within the Town of DrydenTax Map # 38.-1-3.1 as constructed has been inspected and the same complies with all the applicable sections of the Town of Dryden Zoning Ordinance and the New York Uniform Fire Prevention and Building Code: as they were in effect on the date of issue. It is issued to and on the behalf of the Owner of Record as listed above and does not contain or imply and warranty to any third party. Furthermore, it is based on inspections, which were conducted for the purpose of code compliance, and does not carry any implication regarding the quality of workmanship or material used in the structure.

The construction of a S-2, wood-framed building for the the Media Building at tree-growing company. The Pole-Type structure has trusses to support the roof with metal coverings on the roof and the siding. The building is heated by a propane-fired furnace and is provided with an electric service. The building is about 2600 square feet of area. The use is Agricutlural in nature.

Issued:

By: (Code Enforcement Officer)

Jan Barray	TOWN	OF DRYDEN • DRYDEN, NEW YORK 13053
	607-844-9120	In the Heart of the Finger Lakes Region
ZONING & BUILDING CODE	ENFORCEMENT	

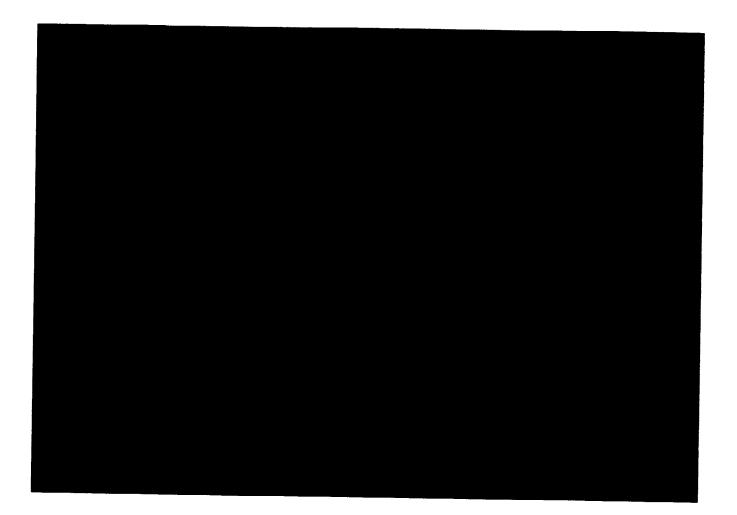
Date: $\frac{1}{7}/\frac{2}{7}$ Building Permit #: $\frac{28090}{200}$ Zoning Permit #: $\frac{762077}{2}$ Parcel #: $\frac{38n-1-3}{1}$
PROJECT ADDRESS: 2150 DRydon Rd OWNER: RPM Engustons Thank
Date: <u>1/4/04</u> Building Permit #: <u>102040</u> Zoning Permit #: <u>1402067</u> Z Parcel #: <u>380-1-3.</u> ] PROJECT ADDRESS: <u>2150 Developende</u> OWNER: <u>PM Ecosystems Ithace</u> , <u>LL</u> TYPE of STRUCTURE: <u>Pole Bann</u> , <u>Agricultural</u> CLASSIFICATION:

INSPECTIONS FOR BUILDING & ZONING COMPLIANCE

The following list is a general outline of the inspections, which must be made of your project in order to assure conformance with the NYS Uniform Fire Prevention & Building Code. Therefore, it is your responsibility to give me notification, (AT LEAST 24 HOURS IN ADVANCE) so that these Inspections can be properly conducted. Upon final completion, you will be issued a CERTIFICATE of OCCUPANCY or COMPLIANCE that you should retain for future reference. Note that these Inspections are for code & zoning compliance only and do not relieve either the contractor or owner of their traditional rolls and responsibilities. If we have not inspected the project, we may not grant a certificate.

Inspector for the Town of Dryden

Inspections Required Plans approved prior to issue of Building Permit Building layout conforms to Zoning & Fire Separation Prior to pouring concrete for footings and/or foundation Foundation and or post excavation adequate Grading adequate for effective drainage, lot or site only After framing is completed, ) Proper grade and spans Pressure treated lumber or treated lumbers as necessary Insulation; Walls <u>19</u> Floors or slab\_\_\_\_\_ \_ Ceiling 32 Proper openings for exit fire separation & egress Rough electrical installation, (ONLY if INSTALLED) by others Roof or Floor Trusses Stamped Design Spec. Sheet (C) Final Inspection after Structure is completed ) Structure has been adequately weatherproofed . Final Electrical Compliance (ONLY if INSTALLED) by others Installation of all heating equipment. Fuel storage is acceptable 14. Railings & steps as per code requirements D. Other Requirements or additional Certificates as Necessary. Plumbin un deulie de - 15 for avere zomminite 2/11/08



Marine Alter Alter Barne Millia INSPECTED BY 2022.22 e f frege Aleksen in GY2 In the second second Marine and the second second second second second second second second second second second second second second and the second second second second second second second second second second second second second second second a da e co 



# Property Description Report For: 2150 Dryden Rd, Municipality of Dryden

		Status:	Active
		Roll Section:	Taxable
		Swis:	502489
		Tax Map ID #:	381-3.1
No Photo	o Available	Property Class:	440 - Warehouse
NO FIIOLO	Available	Site:	COM 1
		In Ag. District:	Yes
		Site Property Class:	440 - Warehouse
		Zoning Code:	-
		Neighborhood Code:	24020
Total Acreage/Size:	157.72	School District:	Dryden
Land Assessment:	2016 - \$328,000 2015 - \$328,000	Total Assessment:	2016 - \$478,000 2015 - \$478,000
Full Market Value:	2016 - \$478,000 2015 - \$478,000		
Equalization Rate:		Property Desc:	
Deed Book:	59828	Deed Page:	8001
Grid East:	887239	Grid North:	908775

#### Owners

Owner Information Not Available

## Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner		Arms Length		Deed Book and Page
10/4/2012	\$225,000	473 - Greenhouse	Land & Building	Chemung Canal Trust Company	No	No	No	59828/8001
12/19/2011	\$250,000	473 - Greenhouse	Land & Building	RPM Ecosystems Ithaca, LLC	No	No	No	59009/3001
9/22/2006	\$330,000	105 - Vac farmland	Land Only	Cook, Paul E	Yes	Yes	No	49711/1004
Utilities								
Sewer Type: Utilities:		Private Gas & elec	w	ater Supply:		Comm/	public	
Inventory								
Overall Eff Ye		<b>A</b>		verall Conditio		Good		
Overall Grade	2:	Average	0	verall Desirabi	lity:	4		

# Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
Improv	vements								
Structu	re	Size		Grade		Conditio	on	Year	
Barn-po	le	3,780.00 s	sq ft	Good		Good		2007	
Barn-po	le	3,200.00 9	sq ft	Average		Normal		2008	
Special	l Districts fo	or 2016							
Descrip	tion	Units		Percent		Туре		Value	
DA241-I ambular		0		0%				0	
FD241-D prot	Dryden fire	0		0%				0	
Special	l Districts fo	or 2015							
Descrip	tion	Units		Percent		Туре		Value	
DA241-[ ambular		0		0%				0	
FD241-D prot	Dryden fire	0		0%				0	

# Taxes

Year

Description

Amount

**\***Taxes reflect exemptions, but may not include recent changes in assessment.

# **FOIL Submission - Tompkins County**

# Submitter Information

Submission Date	Date captured on form submission		
Last Name*	Vitulano		
First Name*	Alexandra		
Phone Number <sup>* (?)</sup>	585-295-6247 Example 123-456-7890		
Email Address *	avitulano@labellapc.com		
Street Address	300 State Street		
Address Line 2	Suite 201		
City	Rochester		
State	NY		
Zip Code	14614		
Representing	LaBella Associates Who are you making this request for?		
FOIL Request			
Information Request *	In the following field put the information you are requesting. PLEASE BE VERY SPECIFIC! chemical/ hazardous substance usage, and / or disposal for the following address: 2150 Dryden Road, Dryden, NY (Tax ID# 038.000-0001-003.00100)		
Supporting Documentation	Upload Document		

# Unrelated requests must be on separate submissions.

Submit

Save as Draft

Menu

### FOIL Request Main Page (SupportHome.aspx)

I want to... 🝷

Reference No:W018383-022117Contact E-Mail:avitulano@labellapc.com

Dear Alexandra:

Thank you for your Freedom of Information Law (FOIL) request. Your request has been received and is being processed. Your request was received in this office on 2/21/2017 and given the reference number FOIL **#W018383-022117** for tracking purposes. You may expect the Department's response to your request no later than **3/21/2017**.

Record Requested: Environmental enforcement, environmental permits, environmental remediation, hazardous materials, solid materials, land use restrictions including and/or engineering controls, law enforcement/ investigation, legal, water, and air, spills/ PBS, BCP, and VCP programs for the following property: 2150 Dryden Road, Dryden, NY Tax ID: 038.000-0001-003.00100

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the FOIL Center.

https://mycusthelp.com/NEWYORKDEC/\_rs/RequestLogin.aspx (https://mycusthelp.com/NEWYORKDEC/\_rs/RequestLogin.aspx)

New York State Department of Environmental Conservation, Record Access Office



## Vitulano, Alexandra

From:New York DEC Support <newyorkdec@mycusthelp.net>Sent:Wednesday, March 01, 2017 4:13 PMTo:Vitulano, AlexandraSubject:Freedom of Information Law Request :: W018383-022117

--- Please respond above this line ---



Region 7 - Syracuse P: 315 426-7404 | F: 315-426-7408 www.dec.ny.gov

#### RE: PUBLIC RECORDS REQUEST of 2/21/2017, Reference # W018383-022117

Dear Environmental Analyst Alexandra Vitulano,

I write in response to your Freedom of Information Law (FOIL) request seeking: Environmental enforcement, environmental permits, environmental remediation, hazardous materials, solid materials, land use restrictions including and/or engineering controls, law enforcement/ investigation, legal, water, and air, spills/ PBS, BCP ,and VCP programs for the following property: 2150 Dryden Road, Dryden, NYTax ID: 038.000-0001-003.00100.

A diligent search of the files maintained by the Department produced no responsive records.

If I can be of further assistance, please contact me at 315 426-7404 and reference FOIL W018383-022117.

Sincerely, Kim Wentworth Region 7 FOIL Coordinator NYSDEC 615 Erie Boulevard West Syracuse, NY 13204-2400

Y.	12.2
<u></u>	

## Vitulano, Alexandra

From: Sent: To: Subject: Vitulano, Alexandra Tuesday, February 21, 2017 12:22 PM 'efoia@uscg.mil' Request for 2150 Dryden Road

Good afternoon,

Please accept this email as a formal request for incident reports associated with the following address:

2150 Dryden Road, Dryden, New York.

Thank you,

Alexandra Vitulano Environmental Analyst Direct: 585-295-6247 avitulano@labellapc.com

# LABELLA ASSOCIATES, D.P.C.

300 State Street, Rochester, NY 14614 Office: 585-454-6110 labellapc.com *Relationships. Resources. Results.* 



Engineering Architecture Environmental

# **APPENDIX 7**

**User Interview** 





300 State Street, Suite 201 | Rochester, NY 14614 | p 585.454.6110 | f 585.454.3066 | www.labellapc.com

1.

2.

3.

-	2.2.2.2.2		2150 Dryden Road, Dryden NY 14850
Date:	3/8/2017	Site Name / Address:	2150 Dryden Road, Dryden NY 14850
Site C	ontact (to arran	nge Site visit / conduct Site own	ner interview) Name: A. Scott Pinney
Phone	e Number:	(607) 533-9274	Email Address:tracypin@outlook.com
Brown CFR : Chara	nfields Revitaliz 312.25, 312.28, cterization gran inquiries could	ation Act of 2001 (the "Brown 312.29, 312.30, and 312.31. T tees. The user should provide result in a determination that "a Name): Chet Feldmann Director of Eng	ty Protections (LLPs) offered by the Small Business Liability Relief and <i>fields Amendments</i> "), the <i>user</i> must conduct the following inquiries required by 40 "hese inquiries must also be conducted by EPA Brownfield Assessment and the following information to the <i>Environmental Professional</i> . Failure to conduct <i>all appropriate inquiries</i> " is not complete.
Inform			from the following parties (if applicable):
	ose of this Asses		
Re	-financing the p	roperty XOther (explai	in): Finance and construction of solar photovoltaic arrays
Land be rev	viewed to identi	fy environmental liens or activ	riate, see Note 1 below) are filed under federal, tribal, state or local law and should ity and use limitations (AULs), if any, that are currently recorded or filed against t v? No XYes (If yes, please provide.) Unknown
Note in jud	1 – In certain ju licial records rat	risdictions, federal, tribal, state her than in land title records.	e, or local statues, or regulations specify that environmental liens and AULs be file In such cases, judicial records must be searched for environmental liens and AULs
Did a filed	search of <i>recor</i> or recorded aga	ded land title records (or judic inst the property under federal, Yes Unknown	
Base	d on review of r	eadily available information: _	
-			
Activ	erty (40 CFR 3)	<b>12.26(a)(1)(v) and (vi))</b>	re in place on the <i>property</i> or that have been filed or recorded against the cial records where appropriate, see Note 1 above) identify any AULs, such as <i>utional controls</i> that are in place at the <i>property</i> and/or have been filed or recorded

cialized knowledge of the chemicals and pr No Yes Unknow	vn
	on:
lationship of the purchase price to the fai ) CFR 312.29)	ir market value of the <i>property</i> if it were not contaminated
es the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for this provide the purchase price being paid for the purchase paid for the	pperty reasonably reflect the fair market value of the <i>property</i> ? $x_{N/A}$ - there is no transfer of ownership
you conclude that there is a difference, have	you considered whether the lower purchase price is because
ntamination is known or believed to be press No	10 D
sed on review of readily available informati	ion:
e you aware of any commonly known or re- vironmental Professional to identify condit Do you know of the past uses of the prop	
No Yes XUnknov	
he site also has an easement for electric and	gas lines. Extent of exploitation is not known.
	e present or once were present at the property?
ised on review of readily available informat	ion: Previous owners worked in agriculture and silviculture. ot known.
Extent of use of fertilizers or pesticides is n	ot known.
Do you know of spills or other chemical re	eleases that have taken place at the property?
No Yes Unknow	wn
ised on review of readily available informat	ion:
) Do you know of any environmental cleanu	ups that have taken place at the property?
No Yes Unkno used on review of readily available informat	ion:
ne degree of obviousness of the presence of	or likely presence of contamination at the <i>property</i> , and the ability to
tect the contamination by appropriate in	vestigation (40 CFR 312.31) ted to the <i>property</i> , are there any <i>obvious</i> indicators that point to the preser
esence of releases at that property?	
No Yes Unkno	wn ion:
	1011:



Engineering Architecture Environmental

# **APPENDIX 8**

**Reference of Published Sources** 



## **Reference of Published Sources**

USGS 7.5 Minute Topographic Quadrangle Map Dryden, New York	United State Geological Survey website (USGS)
Tompkins County Soil Survey	US Department of Agriculture Natural Resource Conservation Service (NRCS) website
USEPA NPL, Delisted NPL, SEMS, SEMS Archived, RCRA TSD, RCRA Generators, Federal Institutional and Engineering Controls, and ERNS Listings	USEPA Website
NYSDEC IHWDS, VCP, BCP, ERP, PBS, CBS, MOSF, and Updated Spills	NYSDEC Website
NYS Hazardous Substance Sites	NYSDEC Hazardous Substance Waste Disposal Site Study Book, 1998
Local Landfill or Solid Waste Information	Tompkins County Health Department.
Part 360 Permitted Landfill listings	NYSDEC Division of Solid & Hazardous Material Listing Website February 2016
Aerial Photographs	Cornell University Library Online Resources and Google Earth Pro
Historical Atlases	Historic Map Works website
Street Directories	Tompkins County Public Library
Sanborn Fire Insurance maps	Environmental Data Resources, Inc.
Abstract of Title	Provided by Distributed Sun, LLC