

March 28, 2017

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

LaBella Project No. 2170637

March 28, 2017

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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.

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
 - c. 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
 - k. NYSDEC Hazardous Substance Waste Disposal Site Inventory (state equivalent of CERCLIS Sites) – 0.5 mile
 - l. 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.

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. Crawlspace
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	38.-1-3.1	440 – Warehouse	157.72

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

4.4 Commonly Known or Reasonably Ascertainable Information

ASTM Standard Practice E1527-13 User Questionnaire Question	Reported by User
Is the <i>User</i> aware of commonly known or <i>reasonably ascertainable</i> information about the <i>property</i> 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 <i>User's</i> knowledge and experience related to the <i>property</i> are there any <i>obvious</i> indicators that point to the presence or likely presence of releases at the <i>property</i> ?	Based on the <i>User's</i> knowledge and experiences related to the Site, the User of this <i>ESA</i> 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 <i>User</i> concluded that there is a difference, has the <i>User</i> considered whether the lower purchase price is because contamination is known or believed to be present at the <i>property</i> ?	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 performed 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 Listed Sites	Search Radius	Reference Number	Facility Name – Federal Identification # (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 Listed Sites	Search Radius	Reference Number	Facility Name – Federal Identification # (Address)
0	0.50 mile	No listings	No listings

5.3.3 USEPA CERCLIS (last updated March 13, 2017)

Listing Summary

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

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

Listing Summary

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

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

Listing Summary

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

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

Listing Summary

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

5.3.8 National Response Center ERNS

Listing Summary

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

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

Listing Summary

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

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

Listing Summary

Number of Listed Sites	Search Radius	Reference Number	Facility Name – State Identification # (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

Number of Listed Sites	Search Radius	Reference Number	Facility Name – Tompkins County Identification # (Address)
01	0.50 mile	1	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)

Listing Summary

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

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 adjoining properties only	No listings	No listings

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 0 closed/inactive	Active listings: 0.50 mile Closed/inactive listings: Site and adjoining properties only	No listings	No listings

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.

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

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

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.

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 1977 until 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 2127 Dryden 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.

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.

Type	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.

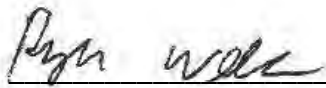
10.0 ADDITIONAL SERVICES

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.



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



Alexandra Vitulano
Environmental Analyst

RW/GAR/AV

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

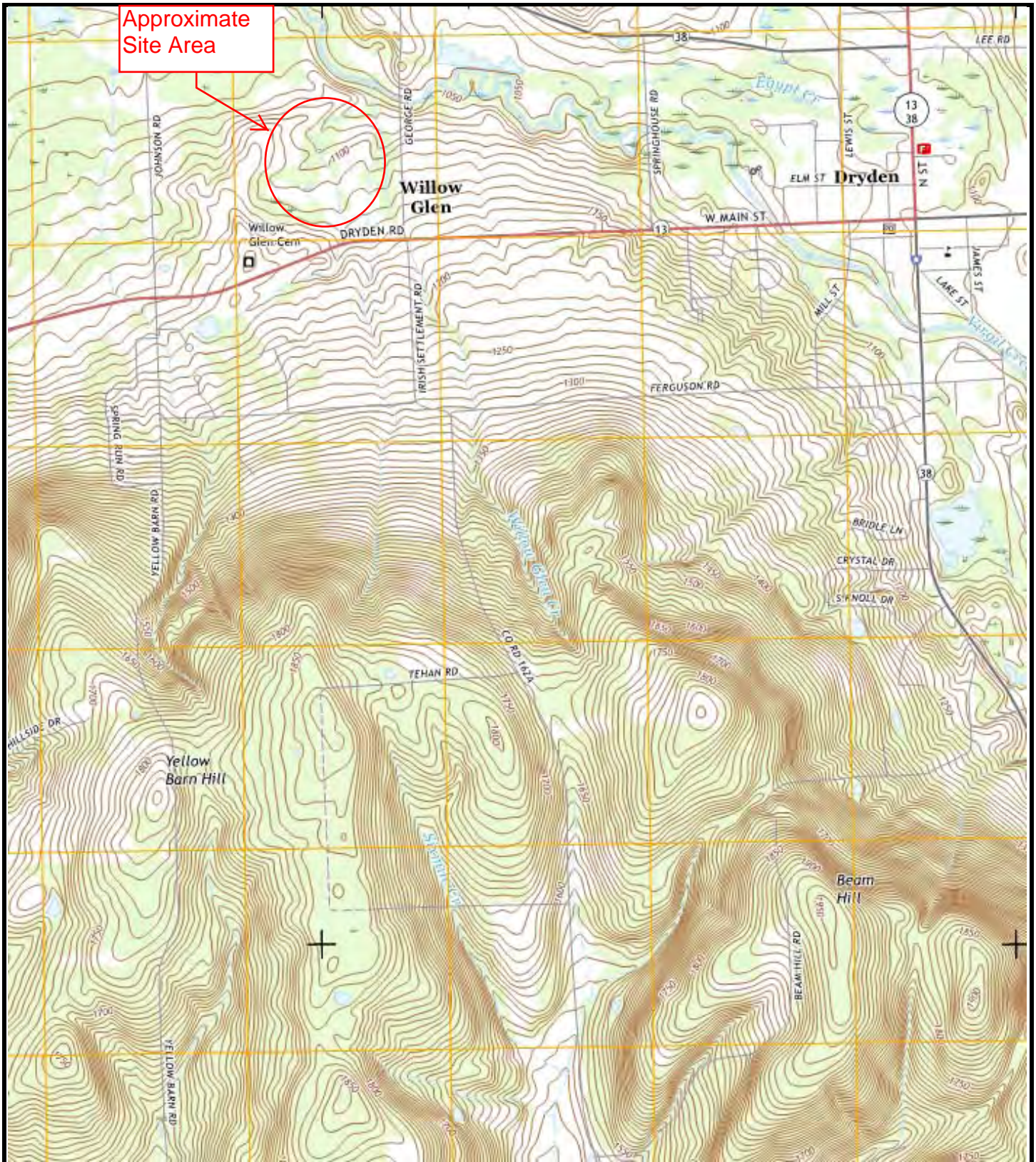
Shelby is the Phase I ESA Technical Manager responsible for the development and training of Phase I Analysts as well as providing efficient analysis and assisting in the completion of environmental reports required for property transactions. The site assessments include evaluation of environmental liability 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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FIGURES AND PHOTOGRAPHS



Approximate Site Area

N
 ↑
 ⊙
 ↓
 NOT TO SCALE

FIGURE 1
SITE LOCATION MAP

2150 Dryden Road
 Dryden, New York 13068

LABELLA

PROJECT NO. 2170637



Approximate location
of metal T-bar

Approximate Site
Area

George Rd

Irish Settlement Rd

13



NOT TO SCALE

FIGURE 3 SITE SKETCH

2150 Dryden Road
Dryden, New York 13068

LABELLA

PROJECT NO. 2170637



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



Eastern portion of Site



Pole-mounted transformer on eastern portion of Site



Northwestern portion of Site



Electrical structure on eastern central portion of Site



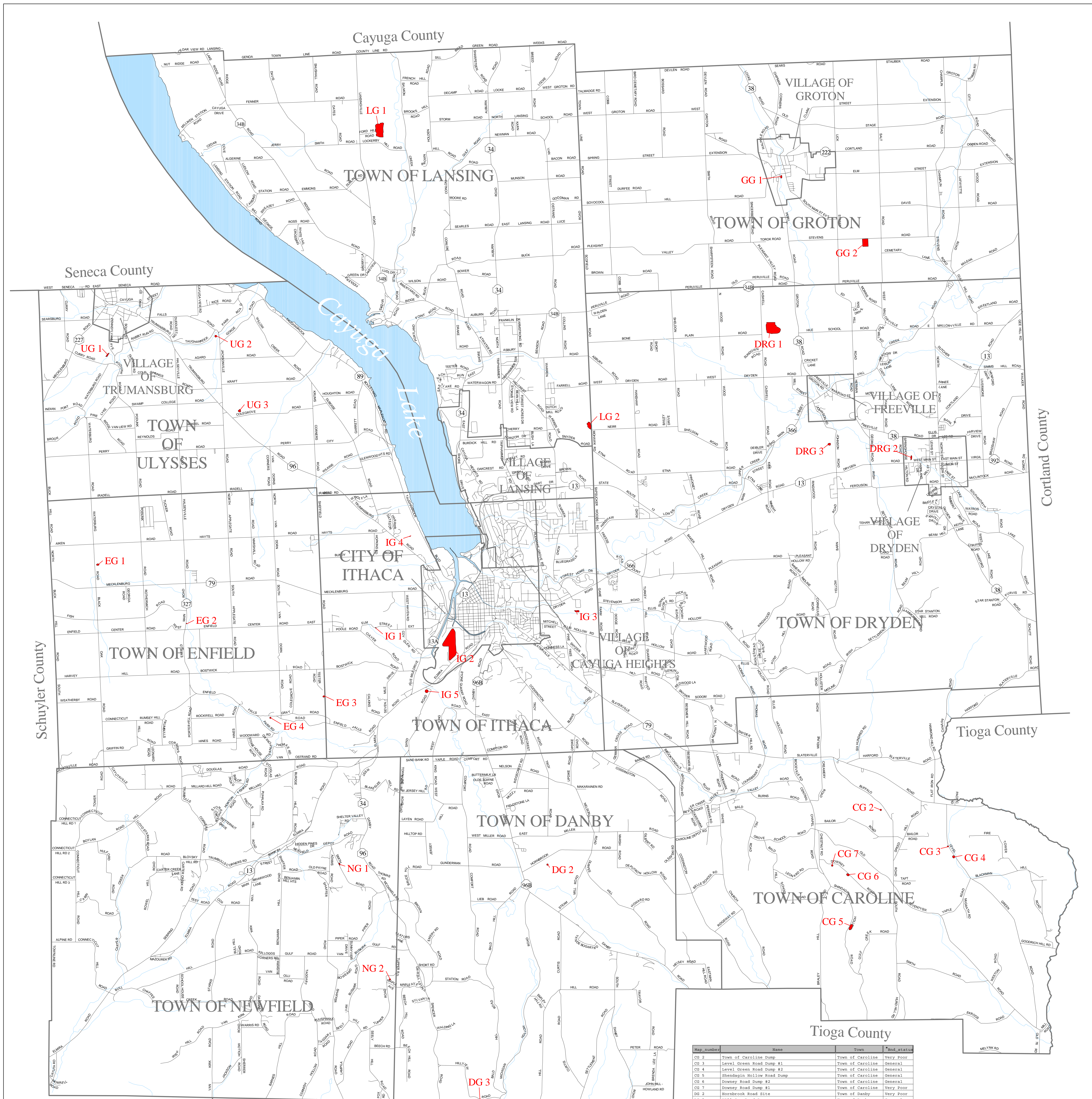
Adjacent barns by the center of the Site



Southern adjacent cemetery

APPENDIX 1

Regulatory Records



Map Number	Name	Town	Land Status
CG 2	Town of Caroline Dump	Town of Caroline	Very Poor
CG 3	Lavel Green Road Dump #1	Town of Caroline	General
CG 4	Lavel Green Road Dump #2	Town of Caroline	General
CG 5	Shandarin Hollow Road Dump	Town of Caroline	General
CG 6	Downey Road Dump #2	Town of Caroline	General
CG 7	Downey Road Dump #1	Town of Caroline	Very Poor
IG 2	Worbrook Road Site	Town of Danby	Very Poor
IG 3	Hillview Road Dump	Town of Danby	General
DG 4	Tompkins County Landfill (Iamatrom Landfill)	Town of Danby	Excellent
DRG 1	Tompkins County Landfill (West Dryden Road)	Town of Dryden	Excellent
DRG 2	Village of Dryden Dump	Village of Dryden	Excellent
DRG 3	Johnson Road Dump	Town of Dryden	Good
EG 1	Town of Enfield Dump	Town of Enfield	Good
EG 2	Enfield Center Dump	Town of Enfield	Very Poor
EG 3	Teater Road Dump	Town of Enfield	General
EG 4	Robert H. Truman State Park Disposal Site	Town of Enfield	General
GG 1	Village of Groton Dump	Village of Groton	Good
GG 2	Stevens Road Dump	Town of Groton	Good
IG 1	8th Street Extension Dump	City of Ithaca	General
IG 2	City of Ithaca Dump	City of Ithaca	Good
IG 3	Cornell Dump	Town of Ithaca	General
IG 4	Odd Fellows Dump Site	Town of Ithaca	General
IG 5	Butternut Falls State Park Disposal Site	Town of Ithaca	General
LG 1	Ford Hill Road Dump	Town of Lansing	Good
LG 2	Collins Dump	Town of Lansing	Good
NG 1	Newfield Town Dump	Town of Newfield	Good
NG 2	Tupper Road Site	Town of Newfield	Very Poor
CG 1	Village of Trumansburg/Town of Ulysses Dump	Town of Ulysses	Good
UG 2	Taughanock State Park Land Dump	Town of Ulysses	General
UG 3	Town of Ulysses Dump	Town of Ulysses	Good

Abandoned Landfills
 Municipal Boundary
 Road
 Major Creek

1:48000
0 1 Miles

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

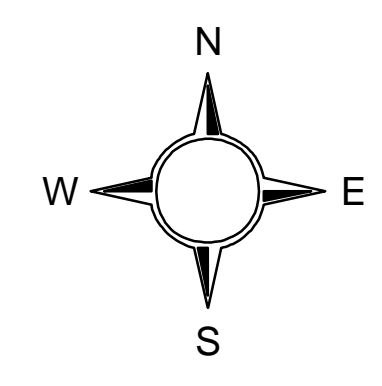
Abandoned Landfills in Tompkins County

January 2000

Prepared by the Tompkins County Planning Department in cooperation with the Tompkins County Health Department


This map depicts the location of 30 abandoned landfills in Tompkins County. Health department records and a variety of GIS data sets (roads, contours, tax parcels and digital aerial photographs) were used to delineate abandoned landfill boundaries. The accuracy of the boundary lines vary among the 30 sites depending on the historic information available and whether or not the site is visible on the 1995 digital aerial photographs. In order to ensure the appropriate use of this data, users are required to review the bnd_status field in the related table to assess the relative accuracy of a particular abandoned landfill boundary. Additional information about each site is provided in the related database including: a unique Map Number, a Common Name, the name of the Town within which the site is located, 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.

The standard geo-referencing 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.



APPENDIX 2

Historical Information



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

02/21/17

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



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.



Sanborn® Library search results

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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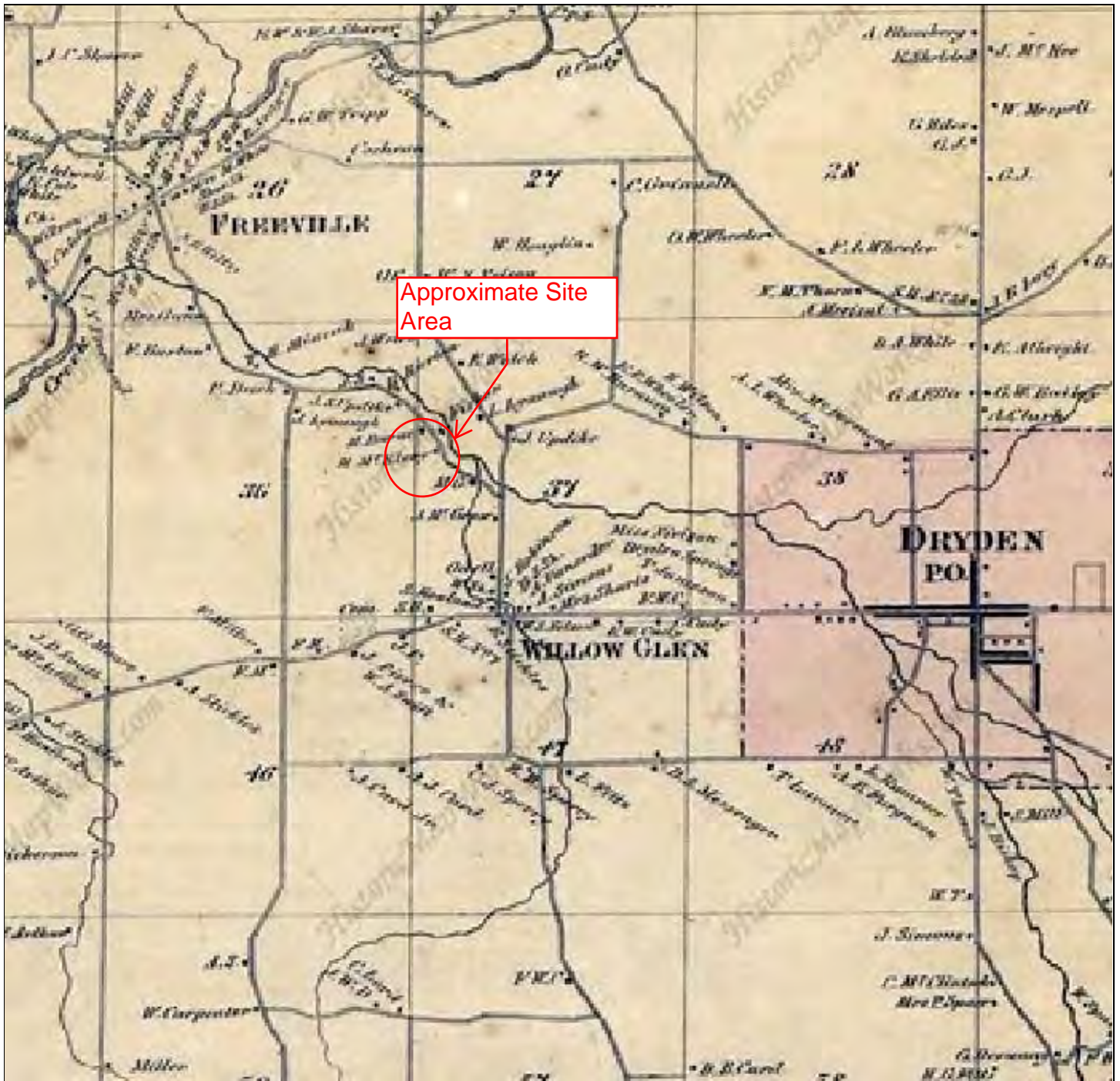
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1866 Historical Atlas



Historic Map Works



LABELLA

1977

34 DRYDEN CT

Dickman

LAUDIN JOYCE 273-5988 202
 * 2 BUS 2 RES

203
 NO
 NO
 NO
 NO

DRYDEN RD 13053 DRYDEN

2060 LANCE R H 844-8502
 2085 SCHNURLE JOHN W 844-8450
 2165 ARNESON JOHN 844-8004
 2186*DRYDEN CLEANERS 844-8635
 2210 STEHN ROBERT 844-4396
 2215*DRYDEN HILL GRON SH844-4536
 PHELPS MICHAEL 844-8009
 RUNKLE RAYMOND L 844-4536
 2265 SPEARMAN S 844-8857
 2312 VANPELT HAROLD 844-9407
 2344 BLOMFIELD BROWN M 844-8869
 BROWN MICHAEL 844-8869
 * 2 BUS 10 RES

DRYDEN RD 13068 FREEVILLE

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

1977

104 GREEN LEROY 273-5036
 105 MARCUS STANLEY T 273-6708
 107 BAKER PETER J 273-9431
 108 KATHAN DAN H 272-1997
 109 STASAVAGE GERALD 273-2158
 110 WONG DAVID S 273-2170
 111 CUMMINGS ROBERT J 273-1694
 * 0 BUS 10 RES

JOHNSON 13068 FREEVILLE

1 FULKERSON NELLIE 844-9414
 2 PARKER EDGAR 844-9263
 5 HARRINGTON STANLEY 844-8561
 9 KENNEDY W KEITH 844-8177
 11 GEORGE RICHARD D 844-9558
 13 HUNT CLARENCE 844-9428
 17 BRENNAN EDWARD 844-8887
 19 BODA HERBERT 844-9202
 27 JUERGENS ERIC M 844-8775
 30 DAYTON HARRIS 844-9503
 32 WOODS GROVER L 844-4371
 35 MARSHALL RUDDOLPH 30844-9405
 130 HATFIELD HERBERT 844-4527
 284 ZERGENYI ANDREW 844-8979
 * 0 BUS 14 RES

JONES AV 13073 GROTON

205 COLEMAN ROBT P 898-3464
 220 WHITE CHAS E SR 898-3047
 * 0 BUS 2 RES

JUDD FALLS RD 14850 ITHACA

8*MARINE MIDLAND BANK 273-5383
 103 MAHR HERBERT 257-2672

1977

STEIN GERALD J 273-8563
 109 SEAGER BRUCE 273-8563
 111*ELLIS HOLLOW CENTER 273-3739
 254 RIDER MICHAEL A 272-8771
 NO # HUNT LAWRENCE 273-0949
 NO # LEVATICH PETER S 272-2361
 NO # MCMANUS HOWARD N JR 272-9140
 NO # MOORE HAROLD E JR 273-0649
 NO # VANDERBECK ROBT M 273-1981
 * 1 BUS 20 RES

GEORGE 13053 DRYDEN

3 CASE RICHARD 844-8326
 9 MORRISON JERRY 844-8702
 10 SEITZ MARION MRS 844-9578
 15 WHITMAN T E MRS 844-9951
 16 PERIALAS VALERIE 844-4258
 SEYERLEIN ROBERT 844-9408
 17 OLTZ ALBERT JR 844-9936
 18 HUGO STANLEY R 844-9292
 19 CROSBY JAMES 844-9657
 CROSBY JANET 844-4465
 21 HARRIS EDITH 844-9437
 22*INTER CNTY PBLSHRS 844-8157
 *RURAL NEWS 844-8156
 24 SHAPLEY HENRY 844-9903
 25 HEAD LINDA 844-4504
 27 BOYDEN FLOYD 844-9952
 * 2 BUS 14 RES

GEORGE RD 13068 FREEVILLE

287 OTIS 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

1982

NO # WILLOW GLEN CEMETRY 844-9674
 NO # YAMAN REAL ESTATE 844-9145 0
 * 16 BUS 9 RES 11 NEW

DRYDEN CT 14850 ITHACA

105 CASCADILLA SC DORM 272-9839 9
 DWARES R A 277-2793 1
 SAFFRAN B E 277-2836 1
 206 CASCADILLA SC DORM 272-9821 9
 CLEMENT JENNIFER 273-3037 1
 * 2 BUS 3 RES 0 NEW

DRYDEN RD 13053 DRYDEN

411 PETERSON DOROTHY 844-9268 0
 425 RUSSELL GLENN 844-8038 0
 2060 XXXX 00
 2085 XXXX 00
 2185 XXXX 00
 2186 DRYDEN CLEANERS 844-8635
 2190 B&W ELEC CONTR 844-8744 +2
 2197 KAHRIS DAVID 844-8541 +2
 2210 XXXX 00
 2215 XXXX 00
 2222 ELLIS SANDY 844-8505 +2
 2242 CARPENTER ROBERT 844-9419 8
 2285 CARPENTER EVAN 844-8049 0
 2285% MINER JOHN 844-9525 1
 2266 XXXX 00
 2312 VANPELT HAROLD 844-9407
 2344 SCHULER ROBERT C 844-8857 1
 * 2 BUS 15 RES 3 NEW

DRYDEN RD 13068 FREEVILLE

1384 LASER&BREWER SPRTWR 347-4154
 1401 SMILEY ROLAND 347-4727 1
 1427 BORDONARO DOMINIC 347-4260 8
 KLAUSNER J 347-4260 8
 1550 LUMBARD MILES A 347-4851 9
 LUMBARD MILES W 347-4264
 HARVILL LUCILLE 347-4721 0
 1562 ADKINS E K 347-4939 0
 1601 LANCASTER O A 347-4939 0
 1604 PARSONS KERMIT 347-4388
 1608 TRADESMAN OF FREEVL 347-4401 +2
 1609 NEGVESKY KENNETH M 347-4919 0
 1610 XXXX 00
 1611 GAGE F 347-4580
 WHITMORE FRED 347-4752 +2
 HOPPER PETER KIRK 347-4223 1
 1621 SON HOWARD E 347-4337
 1631 BARD RAYMOND A 347-4951 0
 A 347-4321 9
 A 347-4726
 A 347-4356 +2
 A 347-4296
 A 347-4722 1
 A 347-4277 +2
 A 347-4164

1198
 4100
 7684
 7553
 9717
 4320
 8676
 7543
 865
 423
 225
 143
 049
 921
 566
 362
 509
 570
 90
 23
 59
 59
 129
 127
 07
 59
 51
 69
 03
 39
 03
 59
 71

88 CHRIS
 91 MARI
 94 CASH
 130 WRIS
 148 HUES
 LAW
 LEPI
 WIMI
 154 LAU
 LOR
 WRI
 169 GRO
 180 PI2
 183 ENC
 190 BRI
 234 PI
 *
 GILES
 101 MI
 103 H
 107 M
 W
 115 Y
 117 R
 125 S
 138 S
 140
 142
 144
 152
 160
 207
 209
 211
 2171 XX
 2190 GAT
 ROV
 NO # CUF
 NO # H E
 NO # HEF
 * 101
 DRYDEN RE
 74 THK
 103 DIE
 REI
 105 FL
 JAF
 107 ELI
 FAI
 HO
 JOI
 LAI
 RO
 111 BLI
 FA
 GE
 LEI
 RE
 TA
 113 AF
 BIS
 DR
 GH
 KE
 MI
 RII
 WI
 113
 123 AL
 AP
 BE
 FL
 GI
 GI
 HI
 HI
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 KJ
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 RI
 SI
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 TI
 U
 W
 123
 125 Y
 127 A
 BI
 BI

2150 Dryden Road
Dryden, New York 13068



1982

273-5260	0	90	ROSENTHAL ROBERT M	273-0828	
273-5260	1	91	TURECEK RICHARD	273-0895	1
273-5260	1	94	FISCHER TED	277-0859	1
273-0601	+2		SCHARF RON	272-7646	1
277-4260	+2		SAYLES PETER	277-0907	1
273-2073	0	98	BANDAS J R	273-3849	1
273-4616	8	109	ELLIS F ROBERT	272-4759	+2
272-8432	8		XXXX	00	
272-4483	1	111	WELLIS HOLLOW CMNTY	273-3739	
272-6033	1	204	VANDERBECK ROBERT	273-1981	+2
272-2766	1	254	RIEDEL MICHAEL A	272-8771	
272-1694	+2	NO #	HUNT LAWRENCE	273-0949	
272-6840		NO #	LEVATICH A S	272-2361	
		*	1 BUS		21 RES
					3 NEW
GEORGE 13053 DRYDEN					
277-0052	1	3	CASE RICHARD	844-8326	
273-5218	+2	5	WILLIAMS JOAN	844-8903	0
273-4536	0	9	GEORGE DENNIS	844-8547	1
277-3953	+2	10	XXXX	00	
272-0929	+2	15	MOSHEN L	844-4445	1
272-0929	+2	16	XXXX	00	
272-5644		17	OLTZ ALBERT JR	844-9936	
273-4026	1	18	HUGO STANLEY R	944-9292	
273-5983	+2	19	XXXX	00	
273-5710	0	21	PRIGNON JEFFREY	844-8463	+2
272-8636	0	22	TOMPKINS CO RR NEWS	844-8157	
273-9288		24	XXXX	00	
273-7861		25	BOYDEN FLOYD	844-9952	8
272-2585			BOYDEN WILLIAM F	844-9689	+2
277-3184	+2		DENNIS H V	844-9903	+2
272-4132	+2	27	BURDGE ERNEST	844-4505	+2
273-5773		NO #	EFRAMSON L	844-4290	+2
273-3408		NO #	HOLY CROSS RECTORY	844-8314	1
273-1772		NO #	INGALLS J	844-8836	0
273-6779	1	NO #	TERWILLIGER T M	844-8368	0
		*	1 BUS		19 RES
					5 NEW
GEORGE RD 13068 FREEVILLE					
273-8479	+2	287	OTIS DICK L JR	844-8700	
273-9200	0	334	XXXX	00	
273-2998		348	ESTELLE GERALD	844-4514	
277-2004	0	370	BATTY TIMOTHY R	844-4779	1
277-3867	+2		HENDERSON TERRY	844-9050	1
277-2004	0		PETRELLI BRUCE	844-4371	8
272-3567	8	375	CLEARY T FATHER	844-8314	
277-4900	8	384	PANTOS GEORGE	844-9541	
272-1375	+2	390	APGAR LEE	844-4603	1
273-9182	+2	396	KEECH CALVIN	844-9839	
273-2206	+2	399	XXXX	00	
273-0126	8	NO #	BRADLEY LAUREN	844-8327	
273-0126	8	NO #	VIRGADAMO JIM	844-4188	+2
272-6319	9	*	0 BUS		13 RES
277-4160	8				1 NEW
272-8893	8				
273-6541					

1982

104	VANDUREN JAMES	772-2698	
105	MARCUS STANLEY T	277-0487	
107	YAGHLIAN NEVART	277-0095	
108	STILLWAGGON RICHARD	272-8706	
109	STASAVAGE GERALD	272-7574	
110	KRUSIUS PETER	272-1974	
111	CARUSO DAVID A	273-2156	
	DELUCCHI CARLA	272-5293	+2
	* 0 BUS	277-3830	+2
		277-0823	+2
			3 NEW
JOHNSON 13068 FREEVILLE			
1	FULKERSON NELLIE		
2	PARKER EDGAR	844-9414	
5	NEAL J	844-9263	
9	WHALEN MICHAEL L	844-8523	+2
11	XXXX	844-8304	8
		00	
13	YENGO CARL A	844-4301	
17	BRENNAN EDWARD	844-8887	1
19	BODA CLIFFORD	844-9202	
27	JUERGENS ERIC M	844-8775	
30	DAYTON HARRIS	844-9503	
32	WOODS GROVER L	844-4107	0
35	WEEKS SUSAN	844-9360	+2
130	FITZGERALD JAMES	844-9588	+2
284	ZERGENYI ANDREW	844-8979	
353	YAW DOUGLAS	844-8305	1
364	TWEITMANN JOHN 3D	844-4294	0
	* 0 BUS		3 NEW
JONES AV 13073 GROTON			
205	FERRARO EDWARD	898-4464	0
207	LARKIN EYV	898-5705	+2

1986

Dickman Criss-Cross Directories

14887 CONT	DRYDEN CT	14850 CONT	DRYDEN
00	206	272-9821	9
584-7213	* 1 BUS		1 NEW
584-7852			
584-7392			
584-7391			
584-7338			
584-7338			
584-8320			
584-7252			
584-3281			
584-7819			
584-3201			
584-7843			
584-7480			
584-7576			
584-7624			
584-3866			
	NO #		
	* 1 BUS		13 RES
			0 NEW
DRYDEN RD 13068 FREEVILLE			
1401	SMILEY ROLAND	347-4727	1
1427	BORDONARO DOMINIC	347-4260	
	BORDONARO JOANNE	347-4260	
1550	LUMBARD MILES W	347-4264	
	VANDERWALL DIRK	347-4067	+6
	WHITE TERI	347-4067	+6
1562	HARVILL LUCILLE	347-4721	0
	NASH H F CONSTRUCTN	347-4273	4
1601	XXXX	00	
1604	PARSONS KERMIT	347-4388	
1608	PHOENIX THE	347-4767	+6
1609	WALTHOUR CYNTHIA	347-4364	4
	WALTHOUR DAVID	347-4364	
1610	XXXX	00	
1611	GAGE F	00	
	WHITE C	347-4580	
1621	HOPPER PETER KIRK	347-4752	+6
1635	BUTLER B A	347-4223	1
1639	BLANCHARD RAYMOND A	347-4337	5
1646	YOUNG C A	347-4951	0
1648	DARLING ARCH B	347-4321	9
1653	PARAS PETER		

1986

273-2303	5	22	P B S STAKE OUT INC	13053 CONT	
277-6084	5		PARK JOHN F	844-9609	+8
277-3929	4		PLACE M LOUISE	844-9970	5
277-4900	3	24	SCHLECHT G ENGINEER	844-9431	5
273-4690	8	25	DENNIS H V	844-8837	+8
277-6184	+6	27	BOYDEN FLOYD	844-9903	4
277-6184	+6		WHITMORE FENCO CO	844-9852	4
277-6184	+6	*	3 BUS	844-9011	0
277-6184	+6				3 NEW
273-2206	2				
277-6184	+6				
273-4690	3				
273-0126	+6				
272-1767	+6				
00					
272-6046	5				
277-4160	8				
272-8893	8				
273-8541					
272-2778	+6				
272-1295	+6				
277-2481	+6				
273-1052	9				
272-4187					
272-4187	5				
277-0003	5				
272-3892	0				
275-4589	+6				
077-4428	0				
273-2180	5				
272-3042	4				
272-3042					
273-8522					
272-2709	+6				
272-2709	+6				
272-1894	4				
273-8871					
272-0832	+6				
272-0832	+6				
272-2754	2				
273-6396	+6				
273-6396	+6				
272-0535	5				
273-8402					
273-8391	0				
80 NEW					
GEORGE RD 13068 FREEVILLE					
270	XXXX			00	
287	OTIS DICK L JR			844-8700	
334	LOOMIS DALE JOHN			844-4526	
348	GLEASON JIM			844-4806	
	GLEASON JIM			844-4938	
370	BATTY TIMOTHY R			844-4779	
	HENDERSON TERRY			844-9050	
375	BARRETT WM FATHER			844-8314	
	CLEARY T FATHER			844-8314	
384	PANTOS GEORGE			844-9541	
390	APGAR LEE			844-4603	
	APGAR PEGGY			844-4603	
396	KEECH CALVIN			844-9839	
399	WALDEN JEFFREY S			844-9218	
NO #	BRADLEY LAUREN			844-8327	
NO #	HOLY CROSS RECTORY			844-8314	
	* 1 BUS			15 RES	
				3 NEW	
GEORGIA RD 14886 TRUMANSBURG					
NO #	HENNINGER ALBERT			277-4487	
	* 0 BUS			1 RES	
				0 NEW	
GERMAN CROSS RD 14850 ITHACA					
1	XXXX			00	
8	COOK H C			272-2249	
9	DUKE TOMM			272-9197	
	LATHROP DARRYL			272-3284	
	WHITE PATRICIA			272-1311	
	WHITE ROBERT			272-1311	
	HERNDON FRED			272-2964	
13	LOVELY JOHN R			277-2059	
	SMITH LINDA B			272-0648	
14	BROWNE C			277-1835	
				272-3889	
				272-2999	

2150 Dryden Road
Dryden, New York 13068



1986

109 KANEEL MICKY 273-8432 +6
 STASAVAGE BARBARA 273-2168
 STASAVAGE GERALD 273-2158
 HART CRAIG M 273-4803 +6
 SEFERLIS JOHN 277-0363
 SEFERLIS KAREN 277-0363 3
 DELUCCIO CARLA 277-0823 2
 WEBER LLOYD S 273-8365 5
 * 0 BUS 15 RES 6 NEW

JOHNSON 13068 FREEVILLE

1 FULKERSON NELLIE 844-9414
 2 PARKER EDGAR 844-9263
 5 FOLEY HEIDI 844-8587 3
 FOLEY HEIDI 844-9041 5
 FOLEY KEVIN 844-9041
 FOLEY KEVIN 844-8587
 WHALEN CATHERINE 844-4288 5
 WHALEN MICHAEL L 844-8304 6
 WHALEN MICHAEL L 844-8304 6
 LOWERY JOHN 844-8036 3
 YENGO CARL A 844-4301 1
 BRENNAN EDWARD 844-8887
 BODA CLIFFORD 844-9202
 JUERGENS ERIC M 844-8775
 DAYTON HARRIS 844-9503
 WOODS GROVER L 844-4107 0
 XXXX 844-9731 4
 MCCONNELL J W 844-9631 -6
 MESZLER THOMAS 844-4909 5
 PEDAL SPORT RACEWAY 844-8979
 ZERGENYI ANDREW 844-6305 1
 YAW DOUGLAS 844-9736 -6
 XXXX 844-9875 4
 NO # NYE JOSEPH
 NO # ROBBINS LEE 25 RES

JONES AV 13073 GROTON

205 FERRARO EDWARD 898-4464 0
 207 STELICK CARRIE 898-9549 4
 STELICK JOHN 898-3440 2
 VALLEY EDWARD 898-3440 2
 VALLEY REBECCA 5 RES 0 NEW

JUDD FALLS RD 14850 ITHACA

8 MARINE MIDLAND BANK 273-5383
 14 XXXX 273-0200 4
 16 COURTSIDE RACOT CLB 273-7023 5
 MAINE EVENT THE 00
 XXXX 257-2872
 MAHR R M 257-1300
 SILBEY JOEL 257-1300
 105 SILBEY ROSEMARY 257-7708 +6
 SILBEY GAIL 257-7709 +6
 BOOTH PAUL 257-3698 3
 107 BOOTH THOMAS M 257-3698
 STOKES DEBRA 257-0830 +6
 STOKES WAYNE 257-3256 0
 ROSENBERG RISA 257-7600 +6
 GROSSMAN PETER G 257-0332
 STEAR PAUL 467-1808 9

1991

105 APARTMENTS
 CHUNG DONGJU
 GROUF KENNY
 KLEIBURG ADAM
 LARUSSO MARIA
 ODELL ROBERT
 OKO MICHAEL
 ROSIN BOB
 RUBLER NEIL
 SCHOCKET LUANNE E

105 XXXX
 206 * 0 BUS 10 RES 0 NEW

DRYDEN RD 13053 DRYDEN

2165 XXXX 00
 2186 *KARINAS BRIDAL BTQ 844-4229
 2190 XXXX 00
 2210 WRIGHT JANE M 844-9645
 2215 XXXX 00
 2222 SILCOX TRACEY S 844-9419
 2242 CARPENTER ROBT 844-8049
 2265 CARPENTER BRENDA 844-8049
 CARPENTER EVAN 00
 2266 XXXX 00
 2308 XXXX 00
 2312 VANPELT WARREN 844-9407
 2344 ALLEN J S 844-8818
 ALLEN JAMES S 844-4368
 NO # *CENTURY 21 HARRNGTN 844-3131
 NO # *PRUDENTIAL INS CO 844-4104
 NO # SHULTS JOHN 844-4029
 * 3 BUS 14 RES 3 NEW

DRYDEN RD 13068 FREEVILLE

1401 SMILEY ROLAND 347-4727
 SMILEY THURSA R 00
 1410 LOCKE WOODS 272-5974 +1
 1427 BORDONARO DOMINIC 347-4260
 BORDONARO JOANNE 347-4260
 *SENTINEL SYSTMS INC 347-4260
 1451 *PRUDENTIAL INS CO 347-4151

1991

21 PRIGNON MARGE 844-9761
 22 LONG LAUREN 844-9761
 LONG P 844-8463
 MCNEIL CRAIG 844-8609
 DENNIS H V 844-8609 +1
 25 BOYDEN FLOYD 844-3426 +1
 27 ROSELER DWIGHT 844-9903 +4
 * 0 BUS 23 RES 8 NEW

GEORGE RD 13068 FREEVILLE

270 XXXX 00
 287 OTIS DICK L JR 844-8700
 334 LOOMIS DALE JOHN 844-4528 5
 344 XXXX 00
 348 *GLEASON JIM 844-4806 6
 GLEASON JIM 844-4938 6
 370 INGALLS DONNA J 00
 CANFIELD C M 844-4826 9
 DRYDEN JANET 844-3458 +1
 MOONEY M 844-8501 -1
 375 BARRETT WM FATHER 844-8314 6
 384 PANTOS GEORGE 844-9541
 390 APGAR LEE 844-4603
 APGAR PEGGY 844-4603
 396 BELL DAVID E 00
 MYERS JIM JR 844-8603 +1
 399 GALLO JEAN 844-9218 0
 GALLO MARK 844-9218
 NO # BRADLEY LAUREN 844-8327 4
 NO # HARRIS EVELYN 844-9626 8
 NO # HARRIS RICHARD 844-9626
 * 1 BUS 20 RES 3 NEW

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1991

111 SEFERLIS KAREN 277-0363
 GETTINGER JOHANNA L 277-0363
 * 0 BUS 15 RES 1 NEW

JOHN (B1) 14850 ITHACA

7 TUTTLE JEFFREY 272-8544 +1
 MICALE FRANK 272-8544 +1
 SFORZO COLLEEN 277-3683 +1
 SFORZO GARY 277-3683 +1
 * 0 BUS * RES 1 NEW

JOHNSON 13068 FREEVILLE

1 FULKERSON NELLIE 844-9414 +1
 LEE NISHIK 844-9884 0
 ROYDROFT JEANETTE 844-9731 0
 2 LAMPHMAN JOHN R 844-8635 4
 5 ROONEY KENNETH 844-8977 8
 WHALEN CATHERINE 844-8304
 WHALEN MICHAEL 844-8304 0
 11 MARCHESE ARTHUR J 844-4301
 YENGO CARL A 844-8887
 13 BRENNAN EDWARD 844-4296 -1
 17 BRENNAN PATRICK 844-8775
 19 BRENNAN ERIC M 844-8775
 30 DAYTON HARRIS 844-9503
 32 WOODS S D 844-4107
 35 MILLER CAROL 844-3360 0
 130 BROWN FRED N 00
 151 DOLT SHARON 844-4519 +3
 HARDESTY JAMES 844-3389 0
 XXXX 00
 257 ZERGENYI ANDREW 844-8979
 285 APARTMENTS
 BOYD GERALDINE 844-8469 0
 COUCH D 844-4671 0
 LIVERGOOD TAMMY 844-9322 -1
 MOONEY MICHAEL L 00
 SCHLECHT ANNA 844-4526 0
 SCHLECHT HERBERT 844-4526 0
 SHALOR JONATHAN 844-4732 0

285 XXXX 00
 323 CRAIG PHILLIP 844-4687 3
 325 CLAFIN HOWARD W 844-8553 0
 329 CLAFIN HOWARD W 844-8305
 353 YAW DOUGLAS 844-8828 3
 *MIX BROTHERS INC 844-4841 +1
 NO # REYNOLDS DENNIS 844-3496 +1
 NO # REYNOLDS DENNIS 844-9818 9
 NO # SHIPMAN L 844-9818 9
 * 1 BUS 34 RES 7 NEW

JONES AV 13073 GROTON

205 FERRARO EDWARD 898-4464
 207 STELICK CARRIE 898-9549
 STELICK JOHN 898-9549
 VALLEY EDWARD 898-3440
 VALLEY REBECCA 898-3440
 * 0 BUS 5 RES 0 NEW

JUDD FALLS RD 14850 ITHACA

8 *MARINE MIDLAND BANK 273-5383
 10 *UNIV PIZZA 273-3733 7
 12 *EAST HILL PAINT CO 277-8330 0
 *TONYS PLACE 273-0229 +1
 14 XXXX 00
 15 *CLUB SPORTS 277-3175 8
 *COURTSIDE RACOT CLB 273-0200 4
 *MAINE EVENT THE 273-7023 5
 *SPIRITS CATERING 277-2229 +1

2150 Dryden Road
Dryden, New York 13068

LABELLA

1996

Address	Phone	Phone	Phone
105 APARTMENTS	256-1832	+6	
BROOKMAN ERIN	256-3049	+8	
CLARK MEGAN	256-1832	+8	
GLOVSKY SARAH	277-3771	+8	
KOFFEY NICOLE	272-2538	+6	
MEAD EMILY	277-8822	+6	
STRAVINSKI LYNN			
105 XXXX	00		
* 0 BUS	7 RES	00	6 NEW
DRYDEN RD 13053 DRYDEN			
WEALTH CODE 4.0			
2165 XXXX	00		
2186 *KARINAS BOUQTS FLWR	844-4229	9	
2190 SHEVCHENKO A	844-4954	4	
SHEVCHENKO ANNA	844-4954		
2210 BONNELL ELAINE L	844-9645		
WRIGHT JANE M	844-3448	+6	
*GLASS COLLECTIBLES	844-8295	+6	
*HAIR CRTN CHRISTINE	844-3085	+8	
KAMINSKY DOROTHY	844-3085	+8	
KAMINSKY ROBERT	844-3085	+8	
2222 XXXX	00		
2242 CARPENTER ROBT	844-8049		
CARPENTER BRENDA	844-8049		
CARPENTER EVAN	844-8049		
2266 XXXX	00		
2308 XXXX	00		1990
2312 VANPELT WARREN	844-9407		
2335 KNUPPENBURG G	844-4243		

COPYRIGHT DICKMAN CRSS-CROSS DIRECTORIES INC.

1996

Address	Phone	Phone	Phone
272-5636			
277-4334			
277-0460			
56 NEW			
GEORGE RD 13068 FREEVILLE			
WEALTH CODE 1.5			
270 XXXX	00		
287 OTIS DICK	844-8700		
334 LOOMIS DALE JOHN	844-4528		
344 XXXX	00		
348 GLEASON JIM	844-4938		
INGALLS DONNA J	00		
BALDWIN J	844-3681	3	
CURTIS JOAN M	00	+6	
PORTIUS DONALD E	00		
WEST JOHN J	00		101
BRADLEY LAUREN	00		
DIGIACOMO MARK	844-4732	+6	
DIGIACOMO SUSAN	844-4732	+6	
MESSINA CHERYL	844-3398	+6	
MOONEY M	844-8501	1	
VORBOVY SERGEY	844-3763	5	
375 BARRETT WILLIAM REV	844-8314	3	103
*HOLY CROSS CHURCH	844-8314	3	107
PANTOS GEORGE	844-9541		
390 APGAR LEE	844-4603		111
APGAR PEGGY	844-4603		115
LAPAGE BRUCE D	00		
MYERS GLORIA J	00	+6	
CORNISH MARYANNE	00		
MIKULA MICHAEL J	00	+6	
MIKULA MIKE	844-3037	5	117
HARRIS EVELYN	844-9626		125
HARRIS RICHARD	844-9626		127
*PEPSI COLA BTLNG	844-3498	1	133
* 2 BUS	27 RES	6 NEW	
GERMAN CROSS RD 14850 ITHACA			
WEALTH CODE 5.0			
1 XXXX	00		140
6 BAYLOR K	272-2209	5	
9 ALBRECHT PHILLIP D	272-0134	9	
BROOKS M	273-0753	+6	
WHITE PATRICIA	272-1311		141
WHITE ROBERT	272-1311		
DENNISON BELINDA	00		
KROGH GUY	273-7929	2	14

1996

Address	Phone	Phone	Phone
100 BLAIR MATTHEW	272-4267	4	
STOKES CARIAN	272-4267	4	
119 LARATTA WILLIAM	277-4208	3	
SPANGLER JAMES	275-9512	4	
SPANGLER ROBERT	272-3461	1	NEW
* 0 BUS	11 RES	4	
JOHNSON 13068 FREEVILLE			
WEALTH CODE 1.9			
1 LEE INDIR	844-4954	0	
MERWIN STEPHEN	00		
WILLIS ANDREW S	844-8935		
LAMPMAN JOHN R	844-3227	+6	
2 MOYR DEANNA M	844-8937		
ROONEY KENNETH	844-8304		
WHALEN CATHERINE	844-9304		
WHALEN MICHAEL	844-3219	2	
BORZIK ROSALIE	844-3528	+8	
MARCHESE ARTHUR J	844-4301		
13 YENGO C A	844-4770	-6	
YENGO CARL A	844-4770	-6	
MARSCHEMER HEIDI	844-8887	5	
MARSCHEMER STEVE	844-8775		
17 BRENNAN EDWARD	844-9503		
JURGENSEN ERIC M	844-4107		
30 DAYTON HARRIS	844-9579	2	
32 WOODS S D	00	+8	
150 BROWN S	844-4967	5	
SHIPMAN WAYNE R	00		
148 XXXX	00		
343 COLE MAXINE A	844-3489	0	
257 XXXX	844-3935	4	
263 PANTOS SPIRO	844-3935	4	
275 CHASE CAROL	844-3935	4	
CHASE FRANCIS	00		
MARIANO THOMAS J	00		
364 XXXX	00		
285 APARTMENTS	844-3050	+8	
ADIN CHRISTOPHER	844-3011	3	
CRATFEE CAROLYN M	844-4871	0	
CHRISTOPHER MARIE	844-4024	+8	
COUCH D	844-3722	3	
FLOWERS JOHN P	844-9787	5	
LYTLE WAYNE			
RAY CALVIN			
285 DONALDSON MICHAEL S	844-9238	2	
LUTKENHOUSE J F	00		
322 XXXX	844-4987	0	
325 CRAIG PHILLIP	844-8563	0	
329 CLARIN HOWARD W	844-8828	3	
350 *MKX BROTHERS INC	844-9305		
353 YAW DOUGLAS	00		
364 NASH BRENT T	844-9618	9	
SHIPMAN L			
* 1 BUS	44 RES	9 NEW	
JONES AV 13073 GROTON			
WEALTH CODE 4.0			
205 FERRARO EDWARD	898-4464		
207 STELICK CARRIE	898-9549		
* STELICK JOHN	898-9549		
220 XXXX	00		
* 0 BUS	4 RES	0 NEW	
JUDD FALLS RD 14850 ITHACA			
WEALTH CODE 4.3			
42 BORTZ			
* 0 BUS			

2001

Address	Phone	Phone	Phone
105 BOYLE M	807-375-3865		
NATCHEZ Sarah	807-272-8844		
NATCHEZ Sarah	807-272-3564		
SWENEN Tara	807-277-0729		
XXXX	00		
* 0 BUS	5 RES	4 NEW	
DRYDEN RD 13053 DRYDEN			
WEALTH CODE 3.5			
2060 XXXX	00		
2127 XXXX	00		
2165 XXXX	00		
2188 *KARINAS FLOWER SHOP	807-844-4229		
*KIDDO'S INC	807-844-4496		
XXXX	00		
2190 XXXX	00		
2210 WRIGHT Cynthia	807-844-5191		
WRIGHT Robert Jr	807-844-4972		
2215 MASCIANGELO Tiffany	807-844-3075		
2219 LEWIS Scott	807-844-3075		
ROBINSON Kimberly	807-844-3075		
2222 XXXX	00		
2242 CARPENTER Robt	807-844-8419		
CARPENTER Brenda	807-844-8049		
2266 CARPENTER EVAN	807-844-8049		
XXXX	00		
2308 XXXX	00		
2312 VAN Pelt Warren	807-844-9407		
2335 KNUPPENBURG G	807-844-4243		
KNUPPENBURG L	807-844-4243		
*KNUPPENBURG Sidney	807-844-3360		
XXXX	00		
2344 NO # COMBS G	807-844-3256	+1	
NO # SCHANLEY Kim	807-844-5293	0	
* 2 BUS	22 RES	3 NEW	
DRYDEN RD 13068 FREEVILLE			
WEALTH CODE 2.5			
1397 *SEAMON ENTERPRISES	807-347-4549	+1	
1401 SMILEY Roland	807-347-4727		
1410 *LOCKE WOODS	807-272-5974		
1414 *FREEVILLE XTRA MART	807-347-4208	7	
1451 *PRUDENTIAL THE OFFICES	807-844-4101	7	
ADKINS Rachel E	807-347-4264	8	
STEIN Todd	807-347-6679	+1	
X STATE HIGHWAY 366			
NASH Marvin D	807-347-4341	+1	
NASH Tracy	807-347-4859	+1	
XXXX	00		
ZHVOTKOV Evgeny	00		
XXXX	00		
*PARSOUS	00		

2150 Dryden Road
Dryden, New York 13068

LABELLA

2001

22 DIMICK Jessie 607-844-9688
 EARL Staci 607-844-9834
 MARTIN Lori A 607-844-9483
 BROWN D 607-844-3874
 24 BAKER Timothy 607-844-3611
 MERRILL Sam 607-844-9724
 27 MCHERRON Marvin 607-844-4759
 MCHERRON Tena 607-844-3992
 X MILL 607-844-3992
 * 1 BUS 23 RES 2 NEW

GEORGE RD 13068 FREEVILLE
 WEALTH CODE 3.0

270 XXXX OO
 287 OTIS S OO
 330 RUMSEY-LOOMIS 607-844-6700
 334 LCOMIS Dale John 607-844-3535
 344 XXXX OO
 348 GLEASON Jim 607-844-4938
 358 BALDWIN J 607-844-3681
 366 LADD Jerry 607-844-3660
 LADD Sharon 607-844-3660
 370 CAMFIELD Duane 607-844-6211
 375 HOLY CROSS CHURCH 607-844-4314
 384 PANTOS George 607-844-9541
 390 XXXX OO
 396 MYERS Jim Jr 607-844-4664
 399 MIKULA Mike 607-844-3037
 * 2 BUS 13 RES 3 NEW

GERMAN CROSS RD 14850 ITHACA
 WEALTH CODE 4.0

1 PRICE Kenneth 607-277-1758
 X SLATERVILLE RD
 6 BAYLOR K 607-272-2209
 9 FLOR Janet 607-277-0031
 KEARNS Brendan 607-256-9248
 WHITE Patricia 607-272-1311
 WHITE Robert 607-272-1311
 13 ACOFF B 607-273-9445

2001

Dickman Criss-Cross Directorie

1825 CONY
 1825 CONY
 1825 CONY

ANSINGVILLE RD
 L RD 14850 ITHACA

TH CODE 3.0

COMFORT RD
 Y Jack E Jr
 TEASON
 G RD W

205 RUMGAY C
 207 STELICK Camie
 STELICK John
 X CORTLAND W
 X KENNEDY LN
 MIKULA Ash
 MIKULA Louie
 X WALPOLE RD
 0 BUS 5 RES 0 NEW

JONES AV 13073 GROTON
 WEALTH CODE 3.0

205 RUMGAY C 607-868-6971
 207 STELICK Camie 607-488-9549
 STELICK John 607-868-9549
 X CORTLAND W
 X KENNEDY LN
 MIKULA Ash 607-868-2691
 MIKULA Louie 607-868-2691
 X WALPOLE RD
 0 BUS 5 RES 0 NEW

JUDD FALLS RD 14850 ITHACA
 WEALTH CODE 3.0

205 RUMGAY C 607-868-6971
 207 STELICK Camie 607-488-9549
 STELICK John 607-868-9549
 X CORTLAND W
 X KENNEDY LN
 MIKULA Ash 607-868-2691
 MIKULA Louie 607-868-2691
 X WALPOLE RD
 0 BUS 5 RES 0 NEW

2006

W LAKE RD
 X KIMMICH D B 607-844-4300
 KLF B Kathleen OO
 HAND Robert OO
 PURVIS RD
 X HAMMOND David 607-844-8497
 KENTCH Jeffrey OO
 SCHUTT RD
 X * 2 BUS 37 RES 1 NEW
DRYDEN RD 13053 DRYDEN
 WEALTH CODE 3.1

2127 * MEDICAL PAIN CONSULTANTS INC 607-844-9979
 * COTY RALPH MPH DO 607-844-9979
 2158 * RPM ECOSYSTEMS INC 607-844-8590
 * RPM ECOSYSTEMS INC 607-844-8591
 2171 * REACH OUT FOR CHRIST OO
 DRAGH Joseph OO
 X IRISH SETTLEMENT RD
 * BACK TO BASICS 607-844-8074
 * PATTEN Robert OO
 2210 * WRIGHT Robert Jr 607-844-5191
 2215 * HIGHLIGHT YOUR LIFE 607-844-4111
 NETTELTON Joseph 607-844-4038
 * B & B FLOORING OO
 2217 XXXX OO
 2222 * CARPENTER Robt 607-844-9419
 2242 * CARPENTER Brenda 607-844-8049
 2265 * CARPENTER Evan 607-844-8049
 * KELSEY Paul 607-844-4106
 2297 * VANPELT Warren 607-844-9407
 2312 OO
 2335 * KNUFFENBURG Leland III OO
 X SPRING HOUSE RD
 * 8 BUS 11 RES 3 NEW
DRYDEN RD 13068 FREEVILLE
 WEALTH CODE 3

1401 SMILEY Roland 607-347-4727
 X SHADY LN
 1410 * ITHACA'S TOP SHOP 607-347-6605
 * LOCKE WOODS INTERIORS 607-347-6604
 * FREEVILLE XTRA MART 607-347-4208
 1418 * BB FARMS 607-347-4386
 1427 * FITZGIBBONS Thomas J OO
 1451 XXXX OO
 1465 * CONWAY CONSTRUCTION 607-347-4417
 1495 * MARROTTE INC 607-347-6666
 * ZIEBART RUST PROOFING 607-347-6667
 XXXX OO
 1550 * NASH Marvin D 607-347-4341
 1582 * NASH Tracy 607-347-4859

2006

204 GRANNAN Bruce 607-272-4142
 VANDERBECK Jan 607-273-1981
 VANDERBECK Robert 607-273-1981
 221 HUNT Lawrence 607-273-0949
 254 MCKENNA M C 607-277-3786
 266 NOCK Timothy OO
 X SNYDER HILL RD
 * 2 BUS 32 RES 2 NEW
GEORGE RD 13068 FREEVILLE
 WEALTH CODE 3

287 OTIS Shirley OO
 PRICE George 607-844-8700
 PRICE Shirley 607-844-8700
 * FOXES AUTOMOTIVE 607-844-3926
 330 XXXX OO
 334 LOOMIS Dale OO
 344 XXXX OO
 348 XXXX OO
 358 BALDWIN J 607-844-3681
 * CURTIS Joan OO
 * LADD Jerry 607-844-3660
 * LADD Sharon 607-844-3660
 370 BADMAN Adrian 607-844-5112
 CANFIELD Duane 607-844-5211
 375 * HOLY CROSS CHURCH 607-844-8314
 * LOI FRANK REV 607-844-8358
 384 * PANTOS George 607-844-9541
 390 * LEYBURN Lonie 607-844-4510
 396 XXXX OO
 399 * MIKULA Mike 607-844-3037
 * 3 BUS 17 RES 0 NEW
GEORGE ST 13053 DRYDEN
 WEALTH CODE 4

X SOUTH ST
 3 * CASE Richard 607-844-8326
 5 XXXX OO
 7 * GROSS David 607-844-4237
 8 XXXX OO
 9 XXXX OO
 10 XXXX OO
 15 * RICCARDI Louis 607-844-4445
 * RICCARDI Lynn 607-844-4445
 XXXX OO
 16 * OLTZ Albert E Jr 607-844-9936
 18 HILSON Duane 607-844-9937

2150 Dryden Road
Dryden, New York 13068



2006

9 WHALEN Catherine 607-844-8304
 11 WHALEN Michael 607-844-8304
 11 BORKIZ Rosalie 607-844-3219

WILLOW DR
 13 SPEARMAN Richard 00
 19 BRENNAN Edward 607-844-8887
 27 BRENNAN Patrick 607-844-4206
 30 JUERGENSEN Eric M 607-844-8775
 30 SZYMANSKI Ronald 00
 118 WOODS Shirley Catherine 607-844-3921
 WOODS Timothy 607-844-3921
 130 BROWN S 607-844-8979
 140 BELLOCK Sherry 607-844-3011
 149 ROBBINS Lani 00
 150 DAYTON Harris 00
 243 COLE Maxine A 607-844-4967
 247 JONES Magellan Jr 00
 255 LEGARE Christopher 00
 256 DRYDEN Fish 00
 263 RUSSELL Penny 607-844-5172
 RUSSELL Richard 607-844-5172
 275 BACKUS TARA 607-844-5160
 HAYES-WINDER D 607-844-4729

REACH OUT FOR CHRIST INC
 SMITH CONSTRUCTION 607-844-3000
 SMITH Edward 00
 SMITH Edward 00
 BURHANS L 607-844-4809
 DUDA Edward 607-844-9140
 DUDA Evelyn 607-844-9140
 DINGLER Robert F 607-844-5567
 301 JENNER Catherine 00
 326 CLAFLIN Howard 607-844-8563
 CLAFLIN Howard W 607-844-8563
 341 YAW Cheryl 00
 353 YAW Douglas 607-844-8305
 384 MIX BROTHERS INC 607-844-8828

DRYDEN RD
 4 BUS 36 RES 2 NEW
JONES AVE 13073 GROTON
 WEALTH CODE 3

KENNEDY LN
 205 RUMGAY C 607-896-5971
 207 STELICK John 607-896-5549
 220 MIKULA Jean 607-896-3991
 MIKULA Louis 607-896-3991

W CORTLAND ST
 0 BUS 4 RES 0 NEW
JUDD FALLS RD 14850 ITHACA
 WEALTH CODE 6

MCINTYRE PL
 103 MAHER M 607-257-2873
 108 SILBEE J 607-257-1390

2011

607-533-4145 04
 845 95
 071 05
 208 99
 993

KAY ST 14850
 WEALTH CO

100 BARNABA Eug 607-533-7138
 101 HEITZMAN Joh 607-533-7935
 102 NEWMAN Jame 607-533-4374
 103 LAM Trung Dai 607-533-9008
 104 KIM Chung N 607-533-9008
 105 BURNS John C 607-533-4374
 FORRETO Igor 607-533-4374
 107 KENNEDY Mary 607-533-4481
 108 HARTSHORNE 607-533-1014
 109 BIERMAN Harol 607-533-8590
 110 LUCIER Mark 607-533-8590
 111 UPVAL Sandra 607-533-4186
 112 EARLE Robert 607-533-4634
 113 KIDDER Jennife 00
 114 MC ELWEE Wil 00
 MC ELWEE Wilk 00
 116 LYNCH Ross 607-533-4015
 120 STEDINGER Jery 00

1 BUS
KEITH LN 130
 WEALTH CODE

KIMBERL
 15 O'NEIL C 00
 PEARSON Jean 607-533-4015
 SLOAND M E 00
 STANTON Giona 00
 STANTON Lawrenc 00
 27 FAGAN Richard 00
 33 MILLER Scott 00
 PARK Kristian 00
 42 BUSHNELL Colleen 607-533-4015
 BUSHNELL Jeffrey 00
 45 QUAY E 00
 QUAY Maryanne 607-533-4015
 46 KOWALCZYK Susa 00
 48 HICKS Raymond 00
 XXXX 00
 82 MCFALL Ter 00
 85 COMFORT TECHNO 00
 SCOTT G Steven 00

DUG RD
 2 BUS 17
KEITH ST 14850
 WEALTH CODE 3

MARY LN
 602 KEITH Leonard 00
 603 SEARS M A 00
 604 CHENG Chin Han 00
 605 MCKROW Gail 00

607-533-4145 04
 845 95
 071 05
 208 99
 993

711 KILTS Richard 00
 GRISWOLD Audrey 00
 GRISWOLD Audrey 00

PURVIS RD
 730 HAMMOND David 607-844-8457
 X SCHUTT RD

1 BUS 46 RES 8 NEW
DRYDEN RD 13053 DRYDEN
 WEALTH CODE 2 0

2150 RPM ECOSYSTEMS INC 607-844-8590
 X IRISH SETTLEMENT RD

2207 BACK TO BASICS 607-844-8074
 2210 WRIGHT Robert Jr 607-844-5191
 2215 HIGHLIGHT YOUR LIFE 607-844-4111
 2217 B & B FLOOR COVERINGS INC 607-844-4900
 2219 POWIERSKI Anthony 607-708-4057
 2222 LONGO Mike 607-708-4127
 NEFF Guy 00
 2242 CARPENTER Robt 00
 2265 CARPENTER Brenda 607-844-8049
 CARPENTER Evan 607-844-8049
 2272 GUIDANCE VTRM MMRL HME 607-844-9900
 2297 KELSEY Mary 00
 KELSEY Paul 607-844-4106
 2312 VANPELT Barbara 00
 VANPELT Warren 607-844-5407
 VANPELT Warren 607-844-9837
 2335 CALALE Stacy A 00
 JONAS Hugh 00
 ORTIZ John 00

SPRING HOUSE RD
 5 BUS 15 RES 4 NEW
DRYDEN RD 13068 FREEVILLE
 WEALTH CODE 3 1

1401 SMILEY Thursa 607-347-4727
 X SHADY LN

1410 ITHACA'S TOP SHOP 607-347-0865
 LOCKE WOODS INTERIORS 607-347-6804
 1414 FREEVILLE XTRA MART 607-347-4208
 1418 BB FARMS 607-347-4386
 1427 FITZGIBBONS Lorie 00
 FITZGIBBONS Thomas J 00
 1451 XXXX 00
 1465 CONWAY CONSTRUCTION 607-347-4417
 1477 CRITZ Ralph 00
 1485 BATTERY WAREHOUSE 607-347-4121
 (DO NOT MAIL)

2011

176 GRANNAN Bruce 607-271-4573
 204 WANGENBERG Jan 607-271-4573
 211 WANGENBERG Robert 607-271-4573
 BURGER Lawrence 607-271-4573
 224 HUNT Lawrence 607-271-4573
 254 MCKENNA David 607-271-3706
 258 MCKENNA David 607-271-3706
 264 MCKENNA David 607-271-3706
 268 MCKENNA David 607-271-3706

SNYDER HILL RD
 1 BUS 41 RES 3 NEW
GEORGE RD 13068 FREEVILLE
 WEALTH CODE 2 0

287 PRICE George 607-844-8790
 PRICE Shirin 607-844-8790
 293 FOXES AUTOMOTIVE 607-844-3928
 XXXX 00
 324 LUDWIS Cassandra 00
 LUDWIS Dana 00
 345 ESTELLE Michael J 00
 HOWSER Joann 00
 358 BALDWIN J 607-844-3961
 CURTIS Scott 607-844-3680
 366 LADD Jerly 00
 LADD Sharon 00

APARTMENTS
 370 CAMPBELL Duane 607-844-5211
 COX Jane 00
 2 HINCKLEY Marshall 00
 2 PAUL Jane 00
 1 RUPPEL John 00
 2 TOWNSEND Christina 00

370 GIVIN Doran 00
 375 HOLY CROSS CHURCH 607-844-8314
 LIOI FRANK REV 607-844-8358
 PANTOS George 607-844-9541
 390 LEYBURN Leine 00
 LEYBURN Michael G 00
 396 METTLER Alfred J 00
 WARD Heather 00
 398 MIKULA Mike 607-844-3037

3 BUS 24 RES 8 NEW
GEORGE ST 13053 DRYDEN
 WEALTH CODE 5 0

SOUTH ST
 3 CASE Richard 607-844-8326
 7 GROSS David 607-844-4237
 GROSS George 00
 17 OLIZ Albert E Jr 607-844-9936
 18 HUBER ARRESSE Carl 00
 21 HUGHES Cynthia 607-708-4117
 22 EARL Staci 607-844-9493
 GOMES Linda 607-708-4141
 25 SCHRADER Tammy L 00
 27 BACORN Katharine 00
 MCHERRON Marvin 00

MILL ST
 0 BUS 11 RES 3 NEW
GEORGIA RD (03) 14886

2011

104 LUCKOWI Malina 00
 106 PORTER B J 00
 128 WANGENBERG Giam 00
 130 WANGENBERG Giam 00

HICKORY P
 108 KRASHOFF Sarah B 00
 109 EHRHARDT Sherrin 00
 110 WEBBS Michae 00
 112 Li Che Yu 00

PINEVIEW
 113 SEVER Joseph P 00
 0 BUS 1 3
KARN RD 130
 WEALTH CODE

NEWMAN
 42 BORTZ Karin 00
 BORTZ Mel 00
 BORTZ Wayne 00

N LANSII
 0 BUS 3
KAY ST 14850
 WEALTH CO

100 BARNABA Eug 607-533-7138
 101 GOMEZ M 607-533-7935
 102 BLACK Shawen 607-533-4374
 103 LAM Trung Dai 607-533-9008
 104 COFFMAN N 607-533-9008
 106 KIDDER Jenni 607-533-4481
 107 BRENNER J 607-533-1014
 108 BUCHANAN I 607-533-8590
 109 HARTSHOR 607-533-8590
 111 BIEMAN Hu 607-533-4015
 112 NORTHEAS 607-533-4015
 & MASSAGI 607-533-4015
 112 UPFALL S 607-533-4015
 113 EARLE Rob 607-533-4015
 114 MUKA Arth 607-533-4015
 115 MCELWEE 607-533-4015
 116 LYNCH K 607-533-4015
 120 ROSCOE J 607-533-4015
 121 STEDINGER 607-533-4015

1 BUS
KEITH LN
 WEALTH

607-838-3700 04
 607-838-3700 05

1 NEW
ITHACA

607-838-3700 04
 607-838-3700 05

WILLOW DR
 13 SPEARMAN Richard 607-844-9344
 19 BRENNAN Edward 607-844-8887
 27 HALLLOCK Bradley S 00
 30 SPANGENBERG Pamela S 00
 32 WOODS Shirley C 607-844-3921
 WOODS Timothy 607-844-3921
 118 BROWN S 607-844-8979
 BELLOCK Sherry 607-844-3011
 140 CORTLAND PRODUCE 607-708-8028
 140 HOME NECESSITIES 607-844-3800
 140 EATON Florence 00
 140 COLE Maxine A 607-844-4967
 243 XXXX 00
 247 SHARPSTEEN James 00
 251 LEGARE Christopher 00
 255 RUSSELL Penny 607-844-5172
 263 RUSSELL Richard 607-844-5172
 275 C BREED Gary 607-844-4729
 HAYES-WINDER D 607-844-4729
 POULOS Joanna 00
 284 SMITH Diana 607-844-9426
 SMITH DIANA 607-844-9448
 SMITH Edward 607-844-9426
 SMITH EDWARD 607-844-9448
 285 BOWMAN Brian 00
 FENNER Shawn 00
 PHILLIPS Ingrid 607-708-4209
 DUDA Clifton 00
 291 GRAHAM M Kaylia 607-708-4037
 293 JENNER Catherine 00
 325 CLAFLIN Betty 607-844-8563
 CLAFLIN Howard W 607-844-8563
 341 YAW Aaron 00
 353 MIX Hendrick 00
 353 MIX James 607-844-3494
 364 MIX BROTHERS INC 607-844-8828

DRYDEN RD
 NO # REACH OUT FOR CHRIST INC 607-844-3000

6 BUS 40 RES 8 NEW
JONES AVE 13073 GROTON
 WEALTH CODE 3 0

KENNEDY LN
 205 RUMGAY Charmagn 607-896-5971
 267 STELICK Carrie 00
 220 STELICK John 607-896-3991
 MIKULA Louis 00
 MIKULA Nick 00

W CORTLAND ST
 0 BUS 5 RES 0 NEW
JORDAN AVE 14850 ITHACA
 WEALTH CODE 3 0

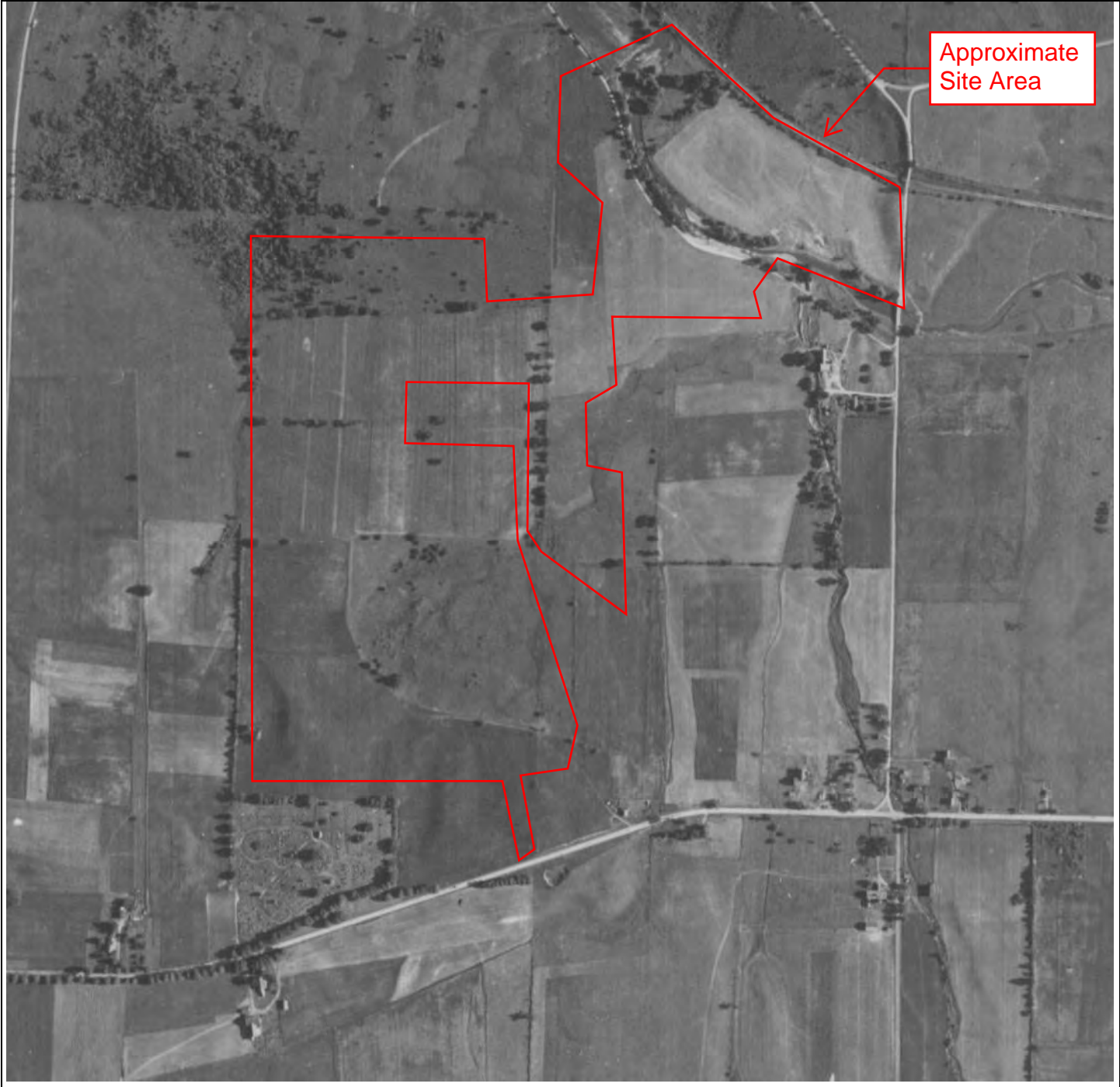
2150 Dryden Road
Dryden, New York 13068

LABELLA

APPENDIX 3

Aerial Photographs

1938 Aerial Photograph

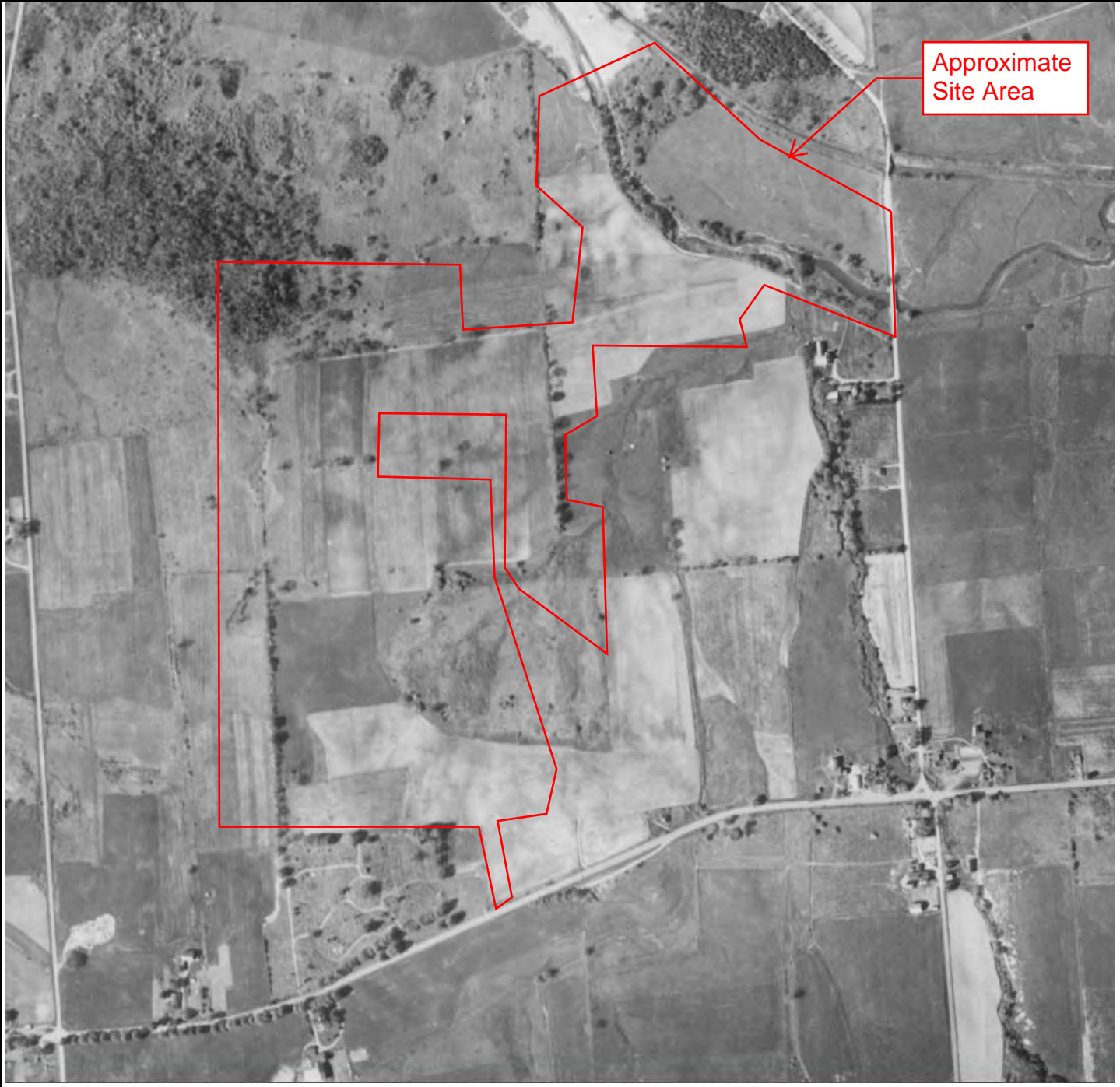


Cornell University Library Digital Collections



LABELLA

1954 Aerial Photograph



Cornell University Library Digital Collection



LABELLA

1964 Aerial Photograph



Approximate Site Area

Cornell University Library Digital Collection



LABELLA

1980 Aerial Photograph



Cornell University Library Digital Collection



LABELLA

1991 Aerial Photograph



Cornell University Library Digital Collection



LABELLA

2005 Aerial Photograph

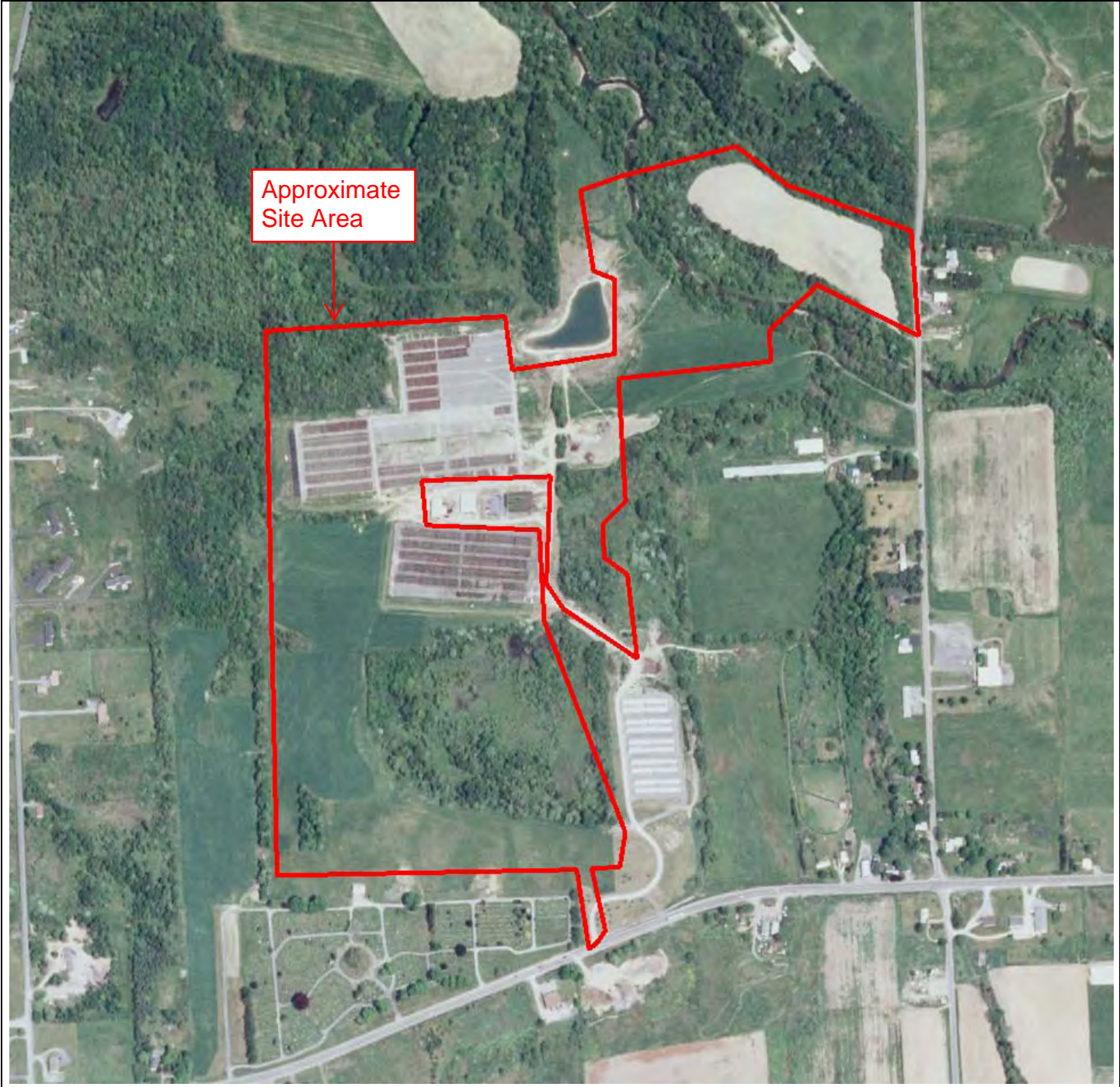


Google Earth Pro



LABELLA

2008 Aerial Photograph



Google Earth Pro



LABELLA

2016 Aerial Photograph



Google Earth Pro



LABELLA

2013 Aerial Photograph



Google Earth Pro



LABELLA

APPENDIX 4

Site Reconnaissance Worksheet

Site Reconnaissance Worksheet

Project #	2170637
Address	2150 Dwyden Rd.
Date of Site Inspection	3/8/17
# of Structures	0
Usage at Time of Site Inspection	undeveloped / agricultural
Nature of Area (circle one)	<u>Rural</u> Urban Suburban
Topography (If Sloping – Note Direction)	varies (retention pond to the north)

Site Sketch (label north):

see fig. 3

Adjacent Properties and Address:

North	undeveloped
East	NE - auto repair
South	cemetery
West	undeveloped

Site Reconnaissance Worksheet (cont.)

Petroleum Product Storage and/or Usage
(Note: Type, Quantity, Usage, Disposal Receipts)

Yes _____

No X

Hazardous Substances Storage and/or Usage
(Note: Type, Quantity, Usage, Disposal Receipts)

Yes _____

No X

Unidentified Substances or Containers
(Note: Type and Quantity)

Yes _____

No X

Strong, Pungent, or Noxious Odors
(Note: Type and Source)

Yes _____

No X

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

Yes _____

No X



Site Reconnaissance Worksheet (cont.)

**Pools of Liquid Likely to Contain Hazardous Substances
Or Petroleum Products**

Yes

No

(Note: Location, Potential Product/Hazardous Substance(s), Source)

Stains or Corrosion

Yes

No

(Note: Location, Potential Product/Hazardous Substance(s), Source)

Floor Drains

Yes

No

(Note: Location, Discharge Location, Type of Wastewater Discharged to Drain, Associated Oil/Water Separator)

Sumps

Yes

No

(Note: Location, Discharge Location, Type of Wastewater Discharged to Sump)

Equipment Potentially Containing Polychlorinated Bi-phenyls

Yes

No

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



Site Reconnaissance Worksheet (cont.)

Elevators Yes _____ No X
(Note: Location, Hydraulic/Mechanical/Electric, Underground Components, Location of Reservoir)

Lifts Yes _____ No X
(Note: Location, Hydraulic/Mechanical/Electric, Underground Components, Location of Reservoir)

Lift Scars Yes _____ No X
(Note: Location, Former Hydraulic/Mechanical/Electric, Underground Components, Location of Reservoir)

Stained Soil Yes _____ No X
(Note: Location, Apparent Type of Staining, Source)

Stained Pavement Yes _____ No X
(Note: Location, Apparent Type of Staining, Source)

Stressed Vegetation Yes _____ No X
(Note: Location, Source)



Site Reconnaissance Worksheet (cont.)

Evidence of Solid Waste Disposal and/or Filling
(e.g., mounding, piles, ect.)

Yes _____

No

(Note: Location, Contents, Staining, Odors)

Storm Drains

Yes _____

No

(Note: Location, Associated with Wastewater Treatment or Disposal, Discharge Location, Staining, Odors)

Ditches

Yes _____

No

(Note: Location, Associated with Wastewater Treatment or Disposal, Discharge Location, Staining, Odors)

Underground Injection Well/Dry Well

Yes _____

No _____

(Note: Location, Associated with Wastewater Treatment or Disposal, Type of Wastewater Discharged To)

Septic Systems

Yes _____

No

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

Monitoring Wells

Yes _____

No _____

(Note: Location, Purpose, Analytical Data Available)



Site Reconnaissance Worksheet (cont.)

Potable Water Wells

Yes _____

No _____

(Note: Location and Analytical Data Available)

Indicators of Historical Usages (e.g., signs, equipment, ect.)

Yes _____

No _____

(Note: Item and Indication of Usage Type)

Limitations:

None

Overgrown vegetation

Topography

Snow

Size

Access (Note Inaccessible Structures:

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 X

(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 *Time:* 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"...

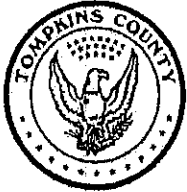
Affidavit of Posting of Notice of Sale sworn to Nov. 21, 2011, filed Nov. 28, 2011 shows that Notice of Sale was posted on Nov. 21, 2011 in the City of Ithaca in 3 conspicuous places as follows: 1) Ithaca City Hall; 2) Tompkins County Courthouse; and 3) Ithaca Town Hall. Also shows posting in the Town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

Instrument Number
573703-002

Delivered By:
STEWART TITLE INSURANCE CORP

Receipt No. 573703

Return To:

Date: 04/08/2011

Time: 11:34 AM

Document Type: LIS PENDENS

Parties
To Transaction: 2011-0359

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:

State of New York
Tompkins County Clerk

Local Mortgage Tax:

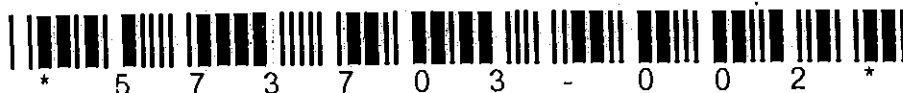
Mortgage Serial No.:

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.



SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

RECEIVED / FILED
TOMPKINS COUNTY CLERK

2011 APR -8 AM 11:34

CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

v.

**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 16th 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

Iompkins County Document Report

Generated 06/01/2012 12:40 PM

Document Class Judgment Type Court When Filed/Docketed Index Number

JUDGMENT ORDER AND JUDGME SUPREME 7/12/2011 2011-0353

Instrument # Partially Satisfied Fully Satisfied Execution Returned Satisfied Execution Returned Unsatisfied

CJ038753-001

Remarks

Transcripts Filed

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

Attorney	Damages	Costs	Interest	Less Payment	Judgment
CROSSMORE LAW OFFICE	\$3,745,355.66	\$0.00	\$0.00	\$0.00	\$3,745,355.66

115 WEST GREEN STREET

ITHACA, NY 14850

Judgment Creditor

CHEMUNG CANAL TRUST COMPANY
One Chemung Canal Plaza
Elmira NY 14901

Judgment Debtor

RPM ECOSYSTEMES ITHACA LLC
95 Brown Road #139
Ithaca NY
RPM HOLDINGS LLC
95 Brown Road #139
Ithaca NY



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 JUDGMENT

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. Valenti

Tompkins County Clerk



RECEIVED / FILED
TOMPKINS COUNTY CLERK

2011 JUL 12 PM 3:10

SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

ORDER AND JUDGMENT

v.

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

Defendants.

Index No. 2011-0353

RJI No. 2011-0320-X

Justice PHILLIP R. RUMSEY

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

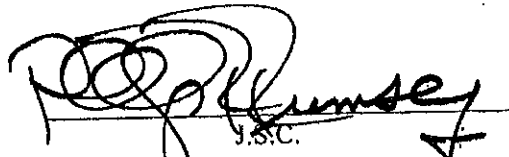
ORDERED that plaintiff on proper papers may apply to the Court at a later time for an award of attorneys' fees; and it is further

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 Ithaca, LLC and defendant RPM Holdings, LLC, each having offices at 95 Brown Road, #139, Ithaca, 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 \$3,053,882.21.

Dated: ^{July} ~~June~~ 6, 2011
at Ithaca, New York
Cortland

ENTER:.



J.S.C.
Hon. Phillip R. Rumsey
Supreme Court Justice



DEPUTY COUNTY CLERK

Entered 7-12-11

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 *Time:* 3:58PM
Instrument # : 590093-001

For above instrument, see attached copy

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 17th 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.

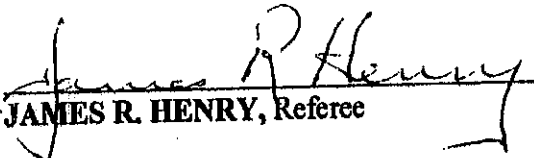
BEING the same premises conveyed to RPM Ecosystems Ithaca, LLC by deed from Paul E. Cook and Betty J. Cook dated September 22, 2006, recorded September 22, 2006 in the Tompkins County Clerk's Office as Instrument No. 497111-004.

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.

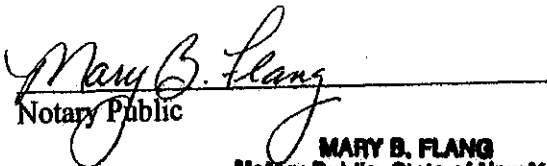
TO HAVE AND HOLD the premises herein granted unto the buyer, the successors and assigns of the buyer forever.

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


JAMES R. HENRY, Referee

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

On the 19th day of March, 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.


Notary Public

MARY B. FLANG
Notary Public, State of New York
No. 01FL4802090
Qualified in Tompkins County
Commission Expires Feb 28, 2016

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

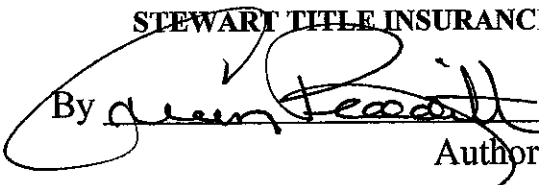
ABSTRACT CERTIFICATE

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

By  _____
Authorized Officer

Certificate No. 16590

Order No. 128663

Abstracted by 241

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

For above instrument, see attached copy

242/437

Alton E. Mott & ano. : RECEIVED of the NEW YORK TELEPHONE COMPANY and AMERICAN
to TELEPHONE AND TELEGRAPH COMPANY, hereinafter referred to as the
New York Telephona Co. : Grantees One Dollar (\$1.00) in consideration of which Alton E.
American Tel Co & Tel Co. : & Frances M. Mott of Fraeville, N.Y. R.D. hereinafter called
-----X
the GRANTOR hereby grants and conveys with general warranty unto the Grantees their res-
pective 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 business 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 highway
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
himself 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 Fifty eight &
00/100 Dollars (\$58.00) 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
24 day of Nov. 1936.

Witnesses:
James W. Kearney
James W. Kearney

Alton E. Mott L.S.
Frances M. Mott L.S.

Fraeville, N.Y. RD Nov. 24, 1936.

Received from the NEW YORK TELEPHONE COMPANY
Fifty eight & 00/100 Dollars,

ORIGINAL
IN FULL PAYMENT FOR RIGHT OF WAY

Covenant in Grant of above data.
\$58.00

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

STATE OF NEW YORK)
COUNTY OF ONONDAGA)ss On this 4th day of December 1936, before me F.A. Ketcham personally
came James W. Kearney of full age, subscribing witness to the annexed instrument, with whom
I am 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 in-
strument, he was acquainted with Alton E. Mott and Frances M. Mott 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 same as their voluntary act and deed; and that Alton E. Mott
and Frances M. Mott 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.

SEAL F. A. Ketcham, Notary Public.

Notarial certificate filed in Tompkins County. My commission expires Mar 30, 1938.

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

F.A. Ketcham CLERK

No. 10B – For Reference

317 Deeds, Page 492

John Turnbull and Constance
Turnbull

TO

New York State Electric & Gas
Corporation

Easement dated Jan. 14, 1949

Ack. Jan. 14, 1949

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

Con. \$1.00

For above instrument, see attached copy

Easement

The Undersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate in the Town of Dryden County of Tompkins State of New York, fronting on the street or highway known as Madison Road and bounded Northwesterly by the land of George Junior Republic and Southwesterly by the land of A. Woolley

In Consideration, of \$1.00 paid by the Grantor, 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 licensees 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 appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land.

One (1) pole and crossbar to be installed in the limits of the highway approximately 90' South East of Tom Tom's House together with service to Tom Tom's House

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 10 feet.

Provided, 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.

Dated this 14 day of January 1949

In Presence of: John J. ... (S. S.) Address: 32 Fremont St. ... (S. S.) Address: Fremont Rd.

Notary Public section with signature of Francis J. ... and official seal.

A true copy of the original recorded on the 28 day of January 1949 at 2:30 PM and recorded 91-19

No. 10C – For Reference

455 Deeds, Page 503

Ernest Maxwell

Easement dated Feb. 17, 1965

TO

Ack. Feb. 17, 1965

Iroquois Tel. Corp.

Rec. Mar. 1, 1965 at 3:02 PM

Con. \$1.00

For above instrument, see attached copy

See Assn, in Deed BK. 730 pg. 164

EASEMENT

The undersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate in the TOWN of DRYDEN, County of TADPOKINS, State of New York, located as follows: North of Rt 13 across Co. 216
Theresa Dryden Road

in consideration of \$1.00 paid by the Grantee, hereby grants and releases unto

Logansville Tel. Corp., 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 its communication system, consisting of such poles, wires, crossarms, conduits, manholes, fixtures, marker poles, buried cables and other appurtenances as the Grantee, its successors, assigns, lessees or agents may from time to time require under, on, over, in, through and across the said land and property and/or the highways abutting or running

through said land as follows: See Order

together with the right to trim, cut, spray and remove trees and brush to the extent necessary to clear said wires, cables, buried cables and pole lines by at least 4 foot.

After original location hereunder, the right of way may be reasonably relocated from time to time at the election of the Grantee. Grantee shall have the right to sell, assign, or lease portions of its communication system to other parties and, in that event, such other parties shall, with the Grantee, have the right, in like manner and to like extent as above, to operate their electrical power or other utility system under, on, through, over and across said property or highways;

Provided, however, that any damage (other than for trimming, spraying, cutting or removing trees as provided above) to the property of the Grantor, caused by the Grantee in constructing or repairing said communication system, shall be borne by the Grantee.

In Witness Whereof, the Grantor has herunto set his hand and seal this 17th day of

February, 19 65.

In presence of:

Jeanette D. Wolfe
William J. ...

Address Ferris P.D. 2

L.S.

(Subscribing Witness Acknowledgment)

Address 216 Theresa Dryden Rd.

State of New York
County of Tadpokins ss:
On this 17th day of Feb,
19 65, before me personally came
Jeanette D. Wolfe
the subscribing witness to the foregoing instrument, with whom
I am personally acquainted, who being by me duly sworn, did
depone and say that he resides at ...
...
in the ...
of ...
that he knew Ernest Maxwell
to be the individual... described in and who executed the fore-
going instrument; that, he, said subscribing witness, was
present and saw ... execute the same; and that he,
said witness, at the same time, subscribed his name as witness
thereto.

(Personal Acknowledgment)

State of New York
County of ... ss:
On this ... day of ...
19 ..., before me, the subscriber, personally appeared
...
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)

George B. Simpson
(Notary Public)
GEORGE B. SIMPSON
Notary Public, State of New York
Qualified in Tadpokins Co. No. 55-9017330
My Commission Expires March 30, 19 66

LIBER 455 PAGE 503

A true copy of the original recorded on the 1 day of March, 1965 at 3:02 o'clock P.M., and examined.

Bally Robinson
Clerk

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"...))

TO

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

For above instrument, see attached copy

06391

ASSIGNMENT OF EASEMENTS

THIS INDENTURE, made as of the 30th day of June, 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 grantors 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

WHEREAS, 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

By: [Signature]
Title: Vice President

By: [Signature]
Title: Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

On the 29 day of June, 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.

[Signature]
Notary Public in and for the State of Texas



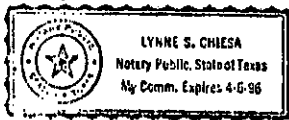
Tompkins County, NY (R)

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>154. Grantor: D. W. Barton, Jr. and
Dorothy G. Barton
Grantee: Iroquois Tel. Co.
County: Tompkins
Date: 07/27/78
Filing Data: Liber 567, Page 811</p> | <p>163. Grantor: Clifford B. Rich
Grantee: Iroquois Telephone Corp.
County: Tompkins
Date: 10/05/75
Filing Data: Liber 550, Page 51</p> |
| <p>155. Grantor: David F. Aiken and Iva M.
Aiken
Grantee: Conitel of New York, Inc.
County: Tompkins
Date: 10/30/89
Filing Data: Liber 657, Page 363</p> | <p>164. Grantor: Clarence Hallett
Grantee: Dryden Telephone
Corporation
County: Tompkins
Date: 07/13/62
Filing Data: Liber 442, Page 697
Notes: No legal description</p> |
| <p>156. Grantor: David J. Startny & Rosemary
D. Startny
Grantee: Continental Telephone of
New York
County: Tompkins
Date: 03/08/84
Filing Data: Liber 600, Page 715</p> | <p>165. Grantor: Cornelius J. Drost
Grantee: Iroquois Telephone Corp.
County: Tompkins
Date: 10/09/80
Filing Data: Liber 581, Page 166</p> |
| <p>157. Grantor: David R. McCracken
Grantee: Iroquois Tel Co.
County: Tompkins
Date: 11/10/79
Filing Data: Liber 574, Page 1099</p> | <p>166. Grantor: Cornell University by
Judith H. Van Gorden,
Assistant Treasurer
Grantee: Conitel of NY, Inc.
County: Tompkins
Date: 07/28/89
Filing Data: Liber 655, Page 1066</p> |
| <p>158. Grantor: David Moeach & Martha L.
Moeach
Grantee: Iroquois Tel Company
County: Tompkins
Date: 11/01/76
Filing Data: Liber 556, Page 884</p> | <p>167. Grantor: Craig Schutt
Grantee: Conitel of NY, Inc.
County: Tompkins
Date: 04/23/91
Filing Data: Liber 665, Page 981</p> |
| <p>159. Grantor: David R. LaPoint and
Frances M. LaPoint
Grantee: GTE New York, Inc.
County: Tompkins
Date: 03/02/93
Filing Data: Liber 696, Page 134</p> | <p>168. Grantor: Cornell University by
Frederick A. Rogers, VP for
Finance & Treasurer
Grantee: GTE New York, Inc.
County: Tompkins
Date: 08/31/92
Filing Data: Liber 693, Page 41</p> |
| <p>160. Grantor: Curtis McBomb and John
Whiteford and Clara
Whiteford
Grantee: Conitel of NY, Inc.
County: Tompkins
Date: 11/05/89
Filing Data: Liber 657, Page 369</p> | <p>169. Grantor: Deforest H. Sousa
Grantee: Conitel of New York, Inc.
County: Tompkins
Date: 03/20/91
Filing Data: Liber 661, Page 761</p> |
| <p>161. Grantor: Curtis A. Vanderbilt and
Jean M. Vanderbilt
Grantee: Conitel of New York, Inc.
County: Tompkins
Date: 11/28/89
Filing Data: Liber 657, Page 366</p> | <p>170. Grantor: Deforest H. Sousa
Grantee: Conitel of New York, Inc.
County: Tompkins
Date: 03/20/91
Filing Data: Liber 661, Page 762</p> |
| <p>162. Grantor: Clyde E. Cotterill and
Marilyn L. Cotterill
Grantee: Iroquois Telephone Corp.
County: Tompkins
Date: 01/04/66
Filing Data: Liber 461, Page 389
Notes: No legal description</p> | <p>171. Grantor: Ernest Maxwell
Grantee: Iroquois Tel. Corp.
County: Tompkins
Date: 02/17/65
Filing Data: Liber 455, Page 503
Notes: No legal description</p> |
| | <p>172. Grantor: Emma Leo Brown and
Amos J. Brown, Jr.
Grantee: Conitel of New York, Inc.
County: Tompkins
Date: 10/28/89
Filing Data: Liber 657, Page 382</p> |

(BY COUNTY WITH FILING DATA)
CONTEL OF NEW YORK - Page 2

STATE OF TEXAS §
COUNTY OF DALLAS §

On the 29th day of June, 1994, before me personally came Donald K. Robertson to me known, who, being 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 authority of the board of directors of said corporation.

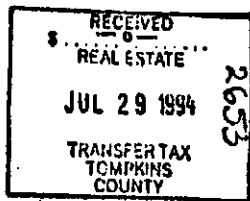


Lynne S. Chiesa
Notary Public in and for the
State of Texas

RETURN BY MAIL TO:

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

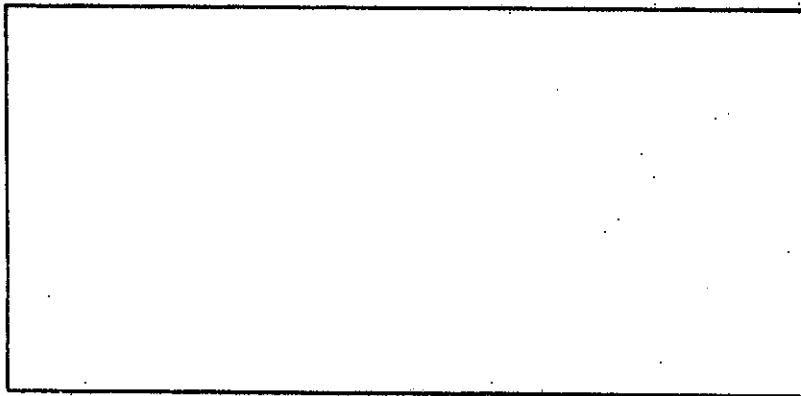
H:BUSVBCORP244991.1



Tompkins County, ss: 29th Day of July, 1994
Recorded on the 29th of July, 1994 at 7:30 o'clock P. M., in Liber 730 of Deeds
at page 164 and examined.

Aurora P. Valentin

For Recorder's Use:



No. 64

Inst #598288-001

Chemung Canal Trust Company

Warranty Deed dated Oct. 2, 2012

TO

Ack. Oct. 2, 2012

Scott Pinney

Rec. Oct. 5, 2012 at 4:08 PM

Con. \$1.00 etc.

For above instrument, see attached copy



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
598288-001

No. of Pages: 7
(including this
cover page)

Receipt No. 598288

Date: 10/05/2012

Time: 04:08 PM

Document Type: DEED

Parties
To Transaction: CHEMUNG CANAL TRUST COMPANY - PINNE

Town/City: DRYDEN

Delivered By:
GUTTMAN & WALLACE

Return To:
GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

Deed Information

Taxable Consideration: \$225,000.00

State Transfer Tax: \$900.00

County Transfer Tax: \$450.00

RETT No.: 00367

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

Tompkins County Clerk

Please do not remove this page.



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 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; 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 2nd 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.


NOTARY PUBLIC

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

FOR CHARLES GUTSMAN

No. 65

Inst #598288-002

Statement

Statement dated Aug. 7, 2012

BY

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

New York State Department of
Financial Services

For above instrument, see attached copy



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

Return To:

GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

Date:

10/05/2012

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:

State of New York
Tompkins County Clerk

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.




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.


Deputy Superintendent
Community and Regional Banks

No. 66

Inst #598288-003

Corporate Tax Search

Tax Search dated Aug. 10, 2012

OF

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

Chemung Canal Trust Company

For above instrument, see attached copy



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
598288-003

No. of Pages: 2
(including this cover page)
Receipt No. 598288
Date: 10/05/2012
Time: 04:12 PM
Document Type: MISC RECORDS
Parties To Transaction: CHEMUNG CANAL TRUST COMPANY
Town/City:

Delivered By:
GUTTMAN & WALLACE
Return To:
GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

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

Tompkins County Clerk

Please do not remove this page.





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

Friday, August 10, 2012

SN: 286867 RN:

Corporate Tax Search

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

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

Reference ID

Corporation name: **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:

None

Other fees due

License fee (Article 9, section 181):

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?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Corporation Tax Information Center (518) 485-6027

To order forms and publications. (518) 457-5431



Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): If you have 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 use.



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

No. 67

Inst #598288-004

Corporate Resolution

Resolution dated Feb. 22, 2011

OF

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

Chemung Canal Trust Company

For above instrument, see attached copy



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
598288-004

No. of Pages: 2
(including this
cover page)

Receipt No. 598288

Date: 10/05/2012

Time: 04:13 PM

Document Type: MISC RECORDS

Parties
To Transaction: CHEMUNG CANAL TRUST COMPANY

Town/City:

Delivered By:

GUTTMAN & WALLACE

Return To:

GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

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

Tompkins County Clerk

Please do not remove this page.



CORPORATE RESOLUTION

I, JANE H. ADAMY, being duly sworn deposes and says that she is Senior Vice President & Corporate Secretary of CHEMUNG CANAL TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York; and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors at a meeting duly held in the City of Elmira, New York on March 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 and any officer assigned to the Audit Department) Branch Manager, or any officer or accounting manager assigned to the Finance Department 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 and any officer assigned to the Audit Department, is authorized and empowered to sign, execute and endorse the following in amounts not to exceed \$100,000.00:

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

FURTHER RESOLVED, that any two of the following officers (with the exception of the Chief Auditor and any officer assigned to the Audit Department): the President, an Executive Vice President, a Senior Vice President, a Vice President, or any one of them, together with any officer whose title is not designated above, or the accounting manager assigned to the Finance Department, are authorized and empowered to:

- (e) Sign orders for the delivery of securities owned by the corporation;
- (b) Buy for the corporation securities conforming to the laws governing investments for trust companies in the State of New York;
- (c) Sell, assign and transfer shares of corporate stock, United States Government Bonds, bonds or indebtedness, debenture bonds or debenture stocks and real estate owned and held by the corporation; and to make, execute and deliver in the name and on behalf of the corporation all necessary and proper documents including such as may be necessary for the appointment of an attorney or attorneys to accomplish the same;
- (d) Execute such other documents necessary to accomplish the foregoing; and be it.

FURTHER RESOLVED, that any one of the following officers: the President, an Executive Vice President, a Senior Vice President, a Vice President, the Treasurer or the Secretary, is authorized and empowered to sign and execute transfers and conveyances of real 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 Chief Auditor and any officer assigned to the Audit Department), each and every officer or accounting manager assigned to the Finance Department, and any Branch Manager, whether or not an officer, is authorized and empowered to:

- (a) Sign and execute assignments and discharges of mortgages;
- (b) Sign notes evidencing borrowings of the corporation;
- (c) Sign safe deposit leases;
- (d) Release assignments of life insurance policies assigned as security for loans;
- (e) Accept on behalf of the corporation and to evidence the same by signing on its behalf all acceptances of trust of whatsoever nature and description conferred upon, endorsed or committed to it;
- (f) Buy, sell and assign or otherwise dispose of for and on behalf of the corporation as fiduciary in its proper fiduciary capacity United States Government Bonds, corporate or other bonds, stocks, debentures and other securities and bonds and mortgages; and 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;
- (g) Affix and attest the seal of the corporation.

The foregoing resolution has not been amended and is in full force and effect as of the date hereof; and Robert M. Pichette, Vice President and Chester L. Reed, Vice President are duly elected and acting officers of this corporation, authorized and empowered to act under said resolution.

Dated at Elmira, New York, this 22nd day of February, 2011

DEBRA ANN NEWCOMER
Notary Public, State of New York
No. 01NE805844S
Qualified in Chemung County
Commission Expires May 14, 2011

Jane H. Adamy
Senior Vice President & Corporate Secretary

Sworn to before me this

22nd day of February, 2010-2011

Debra Ann Newcomer
Notary Public (Affix Seal)

No. 68

Inst #598288-005

Affidavit

Affidavit sworn to Oct. 3, 2012

OF

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

Edward Y. Crossmore

For above instrument, see attached copy



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
598288-005

No. of Pages:
(including this
cover page)

10

Delivered By:

GUTTMAN & WALLACE

Receipt No.

598288

Return To:

GUTTMAN & WALLACE

Date:

10/05/2012

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

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* 5 9 8 2 8 8 - 0 0 5 *

AFFIDAVIT OF TITLE

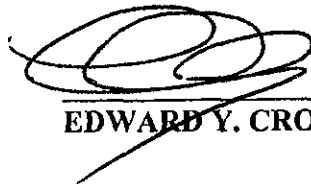
STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

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 money.
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.

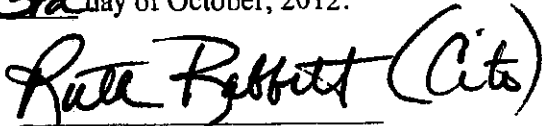
Attached hereto is a copy of said notice of January 11, 2011 and orders of the Bankruptcy Court dated December 28, 2010 and Stipulation of December 28, 2010.

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 Goldenhuys, that TCIDA considers this lease terminated.



EDWARD Y. CROSSMORE

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

By: Bridget A. Martin, Assoc.
Bridget A. Martin, Assistant Secretary

CHEMUNG CANAL TRUST COMPANY

by: Robert M. Pickett
VICE PRESIDENT

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.

Debra A. Schneckenburger
Notary Public

DEBRA A. SCHNECKENBURGER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN LIVINGSTON COUNTY
MY COMMISSION EXPIRES MARCH 20, 2015

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


On the 22nd day of December in the year 2011 before me, the undersigned, a notary public in and for said state, personally appeared Robert M. Pickett 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
Commission Expires May 14, 2015

Debra Ann Newcomer
Notary Public

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

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


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

January 11, 2011

by Fax and by FedEx

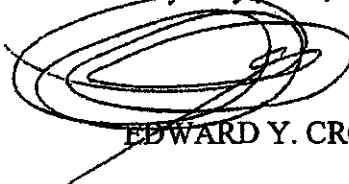
Jeffrey A. Dove, Esq.
Menter, Rudin & Trivelpiece, P.C.
308 Maltbie Street, Suite 200
Syracuse, New York 13204-1498

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

RECEIVED

DEC 28 2010

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

OFFICE OF THE BANKRUPTCY CLERK
SYRACUSE, NY

In re:

RPM HOLDINGS, LLC,

Debtor.

**ORDER APPROVING
STIPULATION**

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

In re:

RPM ECOSYSTEMS ITHACA, LLC,

Debtor.

Jointly Administered

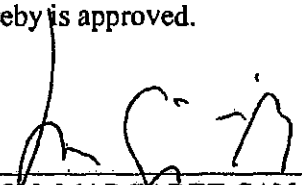
2011 JAN - 3 PM 12:33
CLERK OF THE
BANKRUPTCY COURT
N.D. OF NY
SYRACUSE

FILED

Upon the Stipulation executed by Edward Y. Crossmore, Esq., attorney for Chemung Canal 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: January 3, 2011
at Syracuse, New York



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

RECEIVED

DEC 28 2010

OFFICE OF THE BANKRUPTCY JUDGE
SYRACUSE, NY

RECEIVED

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

DEC 28 2010

OFFICE OF THE BANKRUPTCY CLERK
SYRACUSE, NY

In re:

RPM HOLDINGS, LLC,

Debtor.

STIPULATION

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

Jointly Administered

In re:

RPM ECOSYSTEMS ITHACA, LLC,

Debtor.

RECEIVED

DEC 28 2010

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 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 approval of the Stipulation by the Court, that the time for the debtors to make the December 2010 payment required by the Order, shall be extended to December 31, 2010.

2011 JAN 3 3 PH 12:33
OFFICE OF THE
BANKRUPTCY COURT
SYRACUSE, NY

FILED

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.

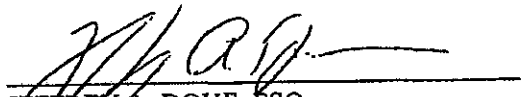
IN WITNESS WHEREOF, the undersigned have executed this Stipulation as of the dates indicated.

Dated: Dec 23, 2010
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: December 21, 2010
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

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.

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.

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

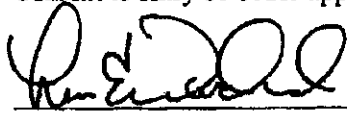
Dated: _____
at Ithaca, New York

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



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

No. 69

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

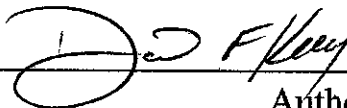
STEWART TITLE INSURANCE COMPANY, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at the last Set-Out(s) No(s). 64 (Inst #598288-001) preceding this Certificate (the "Subject Premises") and their successors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

By



Authorized Officer

Certificate No. 16590

Order No. 37-128663C

Abstracted by 241

ABSTRACT CERTIFICATE

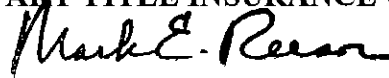
STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Out(s) No(s). 60(Inst. No. 598288-001)** 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 **8th 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
310 North Aurora Street
Ithaca, NY 14850
Tel. (607)272-6644
Fax. (607)273-5892
E-mail: ithaca@stewart.com

Please remit payment to:
Stewart Title Insurance Co.
47 West Main Street
Rochester NY 14614
Attn. Finance Office

INVOICE	
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
Abstract / Title Ins No. 16590
Seller
Buyer/Borrower Scott Pinney
Property 2150 DRYDEN RD, Town of DRYDEN TOWN, TOMPKINS County

Cust. Reference:

SERVICES PROVIDED

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

This Indenture

LIBER 394 PAGE 201

Made the 21st day of December, Nineteen Hundred and Fifty-six

Between 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,

parties 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,

parties of the second part,

Witnesseth that the parties of the first part, in consideration of ~~ONE~~ ONE and no/100 Dollar (\$ 1.00) lawful money of the United States, and other good and sufficient consideration, paid by the parties of the second part, do hereby grant and release unto the parties 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 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 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 -

Freeville highway; thence southeasterly along the center line of said highway to "Udike'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 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 - 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 above-described premises conveyed to the grantors herein by deed dated September 13, 1951, and recorded in the Tompkins County Clerk's Office 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.

This ^{two} conveyance is made and accepted subject to an indebtedness secured by ~~a~~ mortgages upon said premises held by Ithaca Savings Bank, (1) recorded in Tompkins County Clerk's Office on September 13, 1951, in Liber 225 of Mortgages at page 19, and (2) ~~which mortgage was~~ recorded in Tompkins County Clerk's office, on the 24th day of August 19 54, 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, 19 56, at the rate of five per cent per annum, which said mortgage debt the parties 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.

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 parties of the second part, the survivor, his or her distributees and assigns forever.

And said parties of the first part

covenant as follows:

First. That the parties 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 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.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above written.

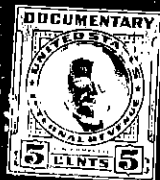
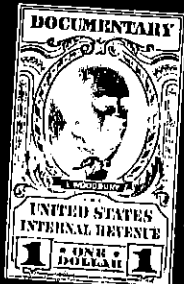
In Presence of

C. Chaddock Head

Harriett Johnson Head

Thomas L Todd

Clair W. Todd



State of New York }
County of Tompkins } SS..
at

On this 21st day of December, Nineteen Hundred and Fifty-six before me, the subscriber, personally appeared

C. CHADDOCK HEAD and HARRIETT JOHNSON HEAD

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

D. Boardman Ice
Notary Public
Notary Public, State of New York
No. 55-240000
Qualified in Tompkins County
Term Expires March 30, 1957

NEW JERSEY
State of ~~New York~~ }
County of MERCER } SS..
at

On this 21st day of December, Nineteen Hundred and Fifty-six 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 persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same

As to Thomas L. & Elsie W. Todd

Mary Emily Brokaw

Notary Public
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 21, 1958



No. 1381

STATE OF NEW JERSEY }
County of Mercer } ss.



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

Mary Emily Brokaw

Esq., whose name is subscribed to the acknowledgment, proof or affidavit of the annexed instrument, and thereon written, is and was, at the time of taking the same, a Notary Public in and for said State, dwelling in said County, commissioned and sworn and duly authorized by the laws thereof to take 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 believe 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 Whereof, 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 fifty-six.

William H. Falcey
Clerk.

A true copy of the original recorded on the 4 day of Jan., 1957 at 9:25 o'clock A.M., and examined.

A. L. Norris
Clerk.

0120128

N. Y. T. Co. & A. T. & T. Co. : 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 busiesses 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
James W. Kearney

Ernest R. Cotterill
Carrie Cotterill

L.S.
L.S.

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) ss

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 am 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 same 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.

FOR REFERENCE

2410145

FOR REFERENCE

The Undersigned, hereinafter called the GRANTOR, being the owner of or having an interest in land situate in the **Town** of **Dryden** County of **Tompkins** State of New York, fronting on the street or highway known as **Cross Road** and bounded **on the east** by the land of **Floyd Mott** and **on the west** by the land of **C. Hart.**

In 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 its principal office at **Ithaca, N.Y.** herein called the GRANTEE, its successors and assigns, 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 or appurtenances used or adapted for the transmission and/or distribution of electric current for public or private use, upon and over said land and property and/or the highways abutting or running 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.

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 **15** feet. Provided, 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. Dated this **21** day of **January**, 19**36**.

In Presence of: (Subscribing Witness) **Ernest R. Cotterill** (L.S.)
H. E. Jenne (Subscribing Witness) **Carrie Cotterill** (L.S.)
C. O. Prowse (SUBSCRIBING WITNESS ACKNOWLEDGMENT)

STATE OF NEW YORK } ss.: On this **21** day of **January**, 19**36**, before me personally came **H. E. Jenne** and **C. O. Cotterill**, his wife, 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 resides in **City of Ithaca and Town of Ithaca respectively & that they know Ernest R. Cotterill and Carrie Cotterill**, his wife, who executed the foregoing Instrument; that they said subscribing witness **are** present and saw **them** respectively execute the same; and that they said witness, **at the same time, subscribed by name as witness thereto, to signature set opposite their respective names.** **M. C. Avery** their (Notary Public)

STATE OF NEW YORK } ss.: On this _____ day of _____, 19____, before me, the subscriber, personally appeared _____ 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)

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

H. Daniel CLERK

This Indenture

Made the 13th day of September, in the year Nineteen Hundred and Fifty-one

~~Between~~ 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,

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,

parties of the second part.

~~Witnesseth~~, 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, do hereby grant and release unto the said parties of the second part, their heirs and assigns forever, 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 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's 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.

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 parties of the second part, their heirs and assigns forever.

And said parties of the first part

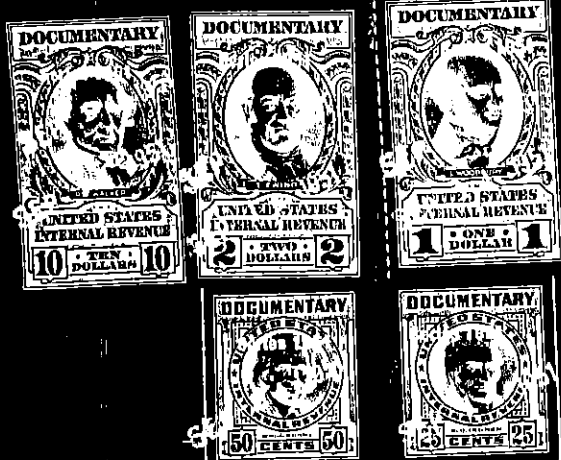
covenant as follows:

First. That the parties 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 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 Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.



Handwritten signatures of John M. Turnbull and Constance L. Turnbull, each followed by a circular notary seal.

State of New York

County of TOMPKINS
CITY of ITHACA

SS:

On this 13th day of September in the year Nineteen Hundred and Fifty-one before me, the subscriber, personally appeared

JOHN M. TURNBULL and CONSTANCE L. TURNBULL

to me known and known to me to be the same persons described in, and who executed the within Instrument, and they severally acknowledged to me that they executed the same.

Handwritten signature of Ernest A. Dahmen, Jr.

ERNEST A. DAHMEN, Jr.
Notary Public, State of New York
Qualified in Tompkins County
No. 55-0842400
Term Expires March 30, 1953

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

Handwritten signature of H. G. Norris, Clerk.

Easement

The Undersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate in the Town of Dryden County of Tompkins State of New York, fronting on the street or highway known as South George Road and bounded North by George J. Republic and South by Ahrens and Mott

In 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 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 appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph 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:

Said line enters Grantor's land from the center line of the highway at a point about 510' North of Grantor's Southern property line and extends in a westerly direction to a pole to be installed at a point about 260' West of the center line of the highway and about 105' North of Grantor's house together with a service line to a farm meter pole on Grantor's land.

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 15 feet.

Provided, 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 Witness Whereof, the Grantors have hereunto set their hand and seal this 4th day of November, 1959.

In Presence of: J. J. Summers (as to both)

Thomas Todd (L.S.) Address: Freenville Rd 2 N.Y. Elsie W. Todd (L.S.) Address: R.D. 2 Freenville, N.Y.

(Subscribing Witness Acknowledgment)

State of New York County of Tompkins ss:

On this 4th day of November, 1959, before me personally came J. J. Summers

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 resides at 614 Elm St. Ely

in the Town of Dryden of Tompkins Co., N.Y.

that he knew Thomas Todd and Elsie W. Todd

to be the individual(s) described in and who executed the foregoing Instrument; that he, said subscribing witness, was present and saw them execute the same; and that he, said witness, at the same time, subscribed his name as witness thereto.

Address: (L.S.)

Address: (L.S.)

Address: (L.S.)

(Personal Acknowledgment)

State of New York County of ss:

On this day of 19 before me, the subscriber, personally appeared

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.

FRANCIS L. WARD Notary Public, State of New York, Qualified in Tompkins County, Term Expires March 30, 1961

Francis L. Ward (Notary Public)

LIBER 124 PAGE 213 (Notary Public)

A true copy of the original recorded on the 23 day of Dec., 1959 at 11:30 o'clock M., and examined.

H. L. Harris Clerk.

This Indenture.

Made the 31st day of March, Nineteen Hundred and Sixty-seven,

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

part 1ea of the first part, and THOMAS TODD and ELSIE TODD, his wife, both of 72 South George Road, Town of Dryden, Tompkins County, New York, as tenants by the entirety

part 1as 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 parties of the second part,

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

heirs, distributees 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 Lots #36, 37 and No. 47 in said Town and bounded and described as follows:

BEGINNING at a point in the center line of the Ithaca-Dryden Road, which is also the south lot line of Lot 37, at a point 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 the grantors to Woolley (285/198); proceeding thence north along Woolley's west line for a distance of 130 feet; proceeding thence east for a distance of 16 feet; proceeding thence north along the west line of lands formerly of Woolley, then of DaGruff, for a distance of 1000 feet to an iron pipe situate in the south line of lands of the grantees, which iron pipe is situate approximately 420 feet west of the center line of South George Road; proceeding thence westerly along the south line of grantees for a distance of approximately 1179.09 feet to the west lot line of Lot 37 (east lot line of Lot 36), continuing thence westerly along the south line of lands heretofore conveyed by the grantors to Moelley (270/417) for a distance of 1390 feet to an iron stake situate in the west line of grantees herein; proceeding thence south along grantees' west line for a distance of 951.72 feet to an iron pipe marking the northwest corner of lands conveyed by the grantors to Willow Glen Cemetery Association (305/255); proceeding thence easterly along the north line of the Cemetery 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 line for a distance of 417 feet to center line of road; proceeding thence easterly along the center line of the road and the south line of lands conveyed by Burton to Rowland (6 Dryden Deeds/254) for a distance of 350 feet to the west corner of lands conveyed by the grantors to Rowley (243/181), now lands of Maxwell; proceeding thence north along Maxwell's west line for a distance of 151-1/2 feet to Maxwell's northwest corner; proceeding thence easterly along Maxwell's north line for

467 961

for a distance of 200 feet to Maxwell's northeast corner; proceeding -
thence southerly along the east line of Maxwell for a distance of -
102-1/2 feet to the center line of the Ithaca-Dryden Road; proceeding
thence northeasterly and easterly along said center line for a distance
of approximately 731 feet to the point or place of beginning, containing
64 acres of land, be the same more or less.

TOGETHER with all rights, title and interest of the grantors in and to
the strip of land situated at the southeast corner of the hereinabove
described premises, which strip of land has a frontage on the Ithaca-
Dryden Road of 20 feet, a depth of 130 feet and a width at the rear of
16 feet.

SUBJECT to oil and gas lease conveyed to Weaver Oil and Gas Corporation
by Alton E. Mott and Francis M. Mott by an instrument in writing dated
April 21, 1965 and recorded in the Tompkins County Clerk's office in
Liber 460 of Deeds at page 972 on December 30, 1965.

BEING all of the remaining premises of the grantors situated north of
the Ithaca-Dryden Road and conveyed to Alton E. Mott and Francis M.
Mott by Eugena Terry, Referee, by Rafara's Deed dated August 17, 1934
and recorded in the Tompkins County Clerk's office in Liber 236 of
Deeds at page 105 on December 6, 1934.

SURRENDER
LEASE FILED
4/8/68
DK 474/677

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 parties of the second part, their heirs, ^{distributees} and assigns forever,

And said parties of the first part covenant as follows:

First That the parties 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 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.

In Witness Whereof. the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of



Alton E. Mott

Frances M. Mott



State of New York

County of TOMPKINS

TOWN of DRYDEN

ss.

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.

Hee Andel

WILHELM AMDUR
Notary Public, State of New York,
No. 55-5046350
Qual. in Tompkins County
South Dryden March 28, 1967

A true copy of the original recorded on the 3rd day of April 1967 at 1:25 o'clock P.M., and examined.

Sally Robinsons
Clerk

01823

LIBER 480 PAGE 836

This Indenture,

Made the 24th day of April Nineteen Hundred and Sixty-nine

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

party 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,

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 parties of the second part, does hereby grant and release unto the parties of the second part, the survivor, his or her 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 on the northerly side of N.Y.S. Route 13 just east of the Willow Glen Cemetery, and apparently 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 center 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 school yard of District No. 7 of the Town of Dryden;

And running from such point of beginning northerly 102-1/2 feet 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 party 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.

Discharge
7-1-73
Book 76
Pg 89

This conveyance is made and accepted subject to an indebtedness secured by ~~no~~ mortgages upon said premises held by Alton E. Mott and 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, and ~~the~~ mortgage was recorded in the Tompkins County Clerk's office, on the 17th day of November 19 52, in Book 243 of Mortgages 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 ~~at~~, at the rate of - 6 7/8 - per cent per annum, which said mortgage debt the parties 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 General Obligations Law, Section 5-705.

Together 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 parties of the second part, the survivor, his or her heirs, ~~distributors~~ 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 said party of the first part

will forever ~~Warrant~~ the title to said premises;

Third. That, in Compliance with Sec. 19 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.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above written.

In Presence of

Ernest J. Maxwell
Ernest J. Maxwell
Thomas Todd
Elsie Todd
Elsie Todd

0 0 2 0 3 7
TOMPKINS COUNTY
REAL ESTATE TRANSFER TAX STATE OF NEW YORK
Dept. of Taxation APR 24 69 = 0275
& Finance PR 10340

State of New York }
County of Tompkins } ss. On this 24th day of
Nineteen Hundred and Sixty-nine
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.

Edward M. King
Notary Public, State of New York
No. 252116150
Resided in Tompkins County
Term Expires March 30, 19 69

State of New York }
County of Tompkins } ss. On this 24th day of
Nineteen Hundred and Sixty-nine
before me, the subscriber, personally appeared
THOMAS TODD and ELSIE TODD

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally ~~du~~ acknowledged to me that they executed the same.

Edward M. King

EDWARD M. KING
Notary Public, State of New York
No. 252116150
Resided in Tompkins County
Term Expires March 30, 19 69

LIBER 480 PAGE 837

A true copy of the original recorded on the 24th day of April 1969 at 2:40 o'clock P.M., and examined.

Sally Robinson
Clerk

03337
Easement
 (Gas Pipe-Line)

The Undersigned, hereinafter called the Grantor S., being the owner of or having an interest in land situate in the Town of Dryden County of Tompkins State of New York, fronting on the street or highway known as State Route #13 and bounded eastly by the land of Webster and Blodgett and westly by the land of Willow Glen Cemetery

In 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 8 feet in width throughout its extent, situate, lying and being as follows:

The center line of said right of way extends Grantor's land from the east at a point about 41 feet northerly from the center line of State Route #13, thence said center line to extend in a westerly direction, a distance of about 30 feet on a line substantially parallel to the center line of State Route #13. Together with service extensions.

Reserving, however, to the Grantor S. 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 blasting 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.

Provided, 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 Witness Whereof, the Grantor S. have hereunto set their hand S. and seal S. this 5th day of AUGUST, 19 69

In Presence of:

Thomas J. Todd (L.S.)
 Address: Freeville Rd 2, NY

Elsie W. Todd (L.S.)
 Address: R.O. Freeville, N.Y. 13068

Address: _____ (L.S.)

TOMPKINS COUNTY

002979

REAL ESTATE TRANSFER TAX STATE OF NEW YORK
 Dept. of Taxation & Finance AUG 22 '69
 \$00.00
 RR. 10940

RW-4 3-68

LRER 483 PAGE 246

YORK STATE ELECTRIC & GAS CORP. - ITHACA DOCUMENT FILE

(Personal Acknowledgment)

State of New York
County of TOMPKINS ss:

On this 5TH day of AUGUST
1969, 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 executed the within instru-
ment and duly acknowledged to me the execution of the
same.

William L. Gee
(Notary Public)

WILLIAM L. GEE
Notary Public, State of New York
No. 15-280488
Qualified in Tompkins County
Term Expires March 30, 1971

REMARKS

P

Paid from Working Fund Office

Ck. No. Amt. Date

Ck. No. Amt. 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
Aug 1969 at 3:30 o'clock P.M., and examined.

Billy Robinson
Clerk

Easement
(Gas Pipe-Line)

11680

The Undersigned, hereinafter called the Grantor^s, being the owner of or having an interest in land situate in the Town of Dryden County of Tompkins, State of New York, fronting on the street or highway known as State Route 13 and bounded eastwardly by the land of Webster and Blodgett and westwardly by the land of Willow Glen Cemetery.

In 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 8 feet in width throughout its extent, situate, lying and being as follows:

The center line of said right of way to enter grantor's land from the S. east at a point about 41 feet northwardly from the center line of State Route 13, thence said center line to extend in a westerly direction a distance of about 54 feet by a line substantially parallel to the center line of State Route 13.

Reserving, however, to the Grantor^s, 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 blasting 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.

Provided, 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 Witness Whereof, the Grantor^s, have hereunto set their hand^s, and seal^s, this 3rd day of SEPTEMBER, 1969.

In Presence of:

Thomas Todd (L.S.)
Address: Freeville, N.Y. R.R. 2
Elsie W. Todd (L.S.)
Address: Freeville, N.Y. R.R. 2

TOMPKINS COUNTY
003205
REAL ESTATE TRANSFER TAX
STATE OF NEW YORK
Dept. of Taxation & Finance
SEP 18 1969
PB 10940
\$ 00.00

NW-4 2-68

NEW YORK STATE ELECTRIC & GAS CORP. ITHACA DOCUMENT FILE

(Personal Acknowledgment)

State of New York
County of Tompkins

On this 3RD day of SEPTEMBER
1969, 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 described in and who executed the within instru-
ment and duly acknowledged to me the execution of the
same.

William L. Gee
(Notary Public)

WILLIAM L. GEE
Notary Public, State of New York
No. 55-132256
Qualified in Tompkins County
from 12-20-68 to 12-20-73

REMARKS

4

Paid from Working Fund Office

Ch. No. Amt. Date

Ch. No. Amt. 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 18th day of
Sept - 1969 at 2:50 o'clock P.M., and examined.

Bally Robinson
Clerk

10
This Indenture, 5361

Made the 20th day of September

Nineteen Hundred and Seventy-three

Between THOMAS L. TODD AND ELSIE W. TODD, his wife, both residing at 847 Davis Road, 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,

Witnesseth that the parties of the first part, in consideration of

ONE

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, his heirs, distributees and assigns forever, all Dollar (\$ 1.00)

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 Glen-Freeville highway, now known as South George Road, eleven hundred twenty three and one half (1123.5) feet northerly from the intersection of the center lines of the South George Road 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 Junior Republic; thence east along said George Junior 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 Junior Republic; thence north 80 degrees 30 minutes east twelve hundred and forty-one and six tenths (1241.6) feet along a southerly boundary of George Junior Republic lands to the center line of the South George Road; thence southeasterly along the center line of said highway to said iron pipe 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.

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:

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 South George 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 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 PARCEL 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:

BEGINNING at a point in the center line of the Ithaca-Dryden Road, which is also the south lot line of Lot 37, at a point 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 (285/198); proceeding thence north along Wooley's west line for a distance of 130 feet; proceeding 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 pipe 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 1179.09 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 1390 feet to an iron stake; proceeding thence south for a distance of 951.72 feet to an iron pipe marking the northwest corner of land conveyed by Mott to Willow Glen Cemetery Association (305/255); proceeding thence easterly along the north line of the Cemetery 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 Ithaca-Dryden Road; thence easterly along the center line of the Ithaca-Dryden Road for a distance 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 land has a frontage on the Ithaca-Dryden Road of 20 feet, and a width at the rear of 16 feet.

BEING the same premises conveyed to the grantors herein by warranty deed of Alton E. Mott and Frances M. Mott, his 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 November 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.
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 at

page 213 on December 23, 1959.

5. To New York State Electric & Gas Corp. for a gas pipe line dated August 5, 1960 and recorded in said County Clerk's Office in Liber 483 of Deeds at page 245 on August 22, 1960.

6. To New York State Electric & Gas Corp. for a gas pipe line dated September 3, 1960 and recorded in said County Clerk's Office in Liber 483 of Deeds at page 450 on September 18, 1960.

7. To Inoucis Telephone Corporation for a pole line dated February 17, 1965 and recorded in said County Clerk's Office in Liber 455 of Deeds at page 503 on March 1, 1965.

SUBJECT to an oil and gas lease dated September 15, 1971, 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, 1972, 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's Office in Liber 500 of Deeds at page 453 on June 1, 1972.

Together 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 second part, his heirs, distributees and assigns forever.

And said parties of the first part

covenant as follows:

First, That said parties of the first part

seized of said premises in fee simple, and good right to convey the same;

Second, That the party of the second part shall quietly enjoy the said premises:

Third, That the said premises are free from incumbrances;

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

Fifth, That said parties of the first part

will forever warrant the title to said premises.

Sixth, 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.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

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

Thomas L. Todd

Elsie W. Todd

TOMPKINS COUNTY 112959 REAL ESTATE TRANSFER TAX STATE OF NEW YORK Dept. of Taxation & Finance SEP 29 1973 \$ 85.80

State of New York County of TOMPKINS } ss. On this 20th day of September Nineteen Hundred and Seventy-three 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 persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

[Signature] Notary Public

HELEN AMOUR No. 55-5265350 Notary Public, State of New York Qualified in Tompkins County My Commission Expires March 21, 1974

A true copy of the original recorded on the 20th day of Sept. 1973 at 3:27 o'clock P.M. and examined.

[Signature] Clerk

FILE # 1133

Reputed Owner 868
James W. Holman & Caroline B. Holman

ROW 91-R1 (4/68) NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Section D REAL PROPERTY DIVISION

LINE 569 REG 1075

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

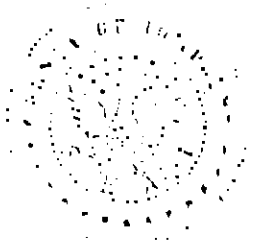
COUNTY CLERK'S CERTIFICATE OF FILING OF DESCRIPTIONS AND MAPS

PROJECT: P.I.N. 3810.04.241 Proc. #6887-SC Ithaca-Dryden, Pt. 2 S. H. 682 Tompkins County Town of Dryden	DESCRIPTION AND MAPS	
	MAP NOS. 11	PARCEL NOS. 9, 10, 11

State of New York)
County of Tompkins) ss.

I hereby certify that on the 21 day of March, 19 79,
the Commissioner of Transportation caused a copy of each of the above designated
descriptions and maps of property to be filed in this office.

Dated: March 21, 1979 Rachael A. Pini Deputy County Clerk
County Clerk



(SEAL)

Tompkins County, ss:
Recorded on the 21 Day of March, 19 79 at
3:25 o'clock P M., in Liber 569 of 1075
at Page 1075 and examined.
Quille Annall Clerk

NO. 51
2-8-79

FILED

SIGN CONTROL
MAP NO. 11
PARCEL NO. 9, 10, 11

MAR 21 3 49 PM '78

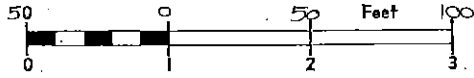
TOMPKINS COUNTY
CLERK'S OFFICE
SHEET 1 OF 1 SHEETS

ITHACA-DRYDEN, PT. 2

S.H. NO. 682

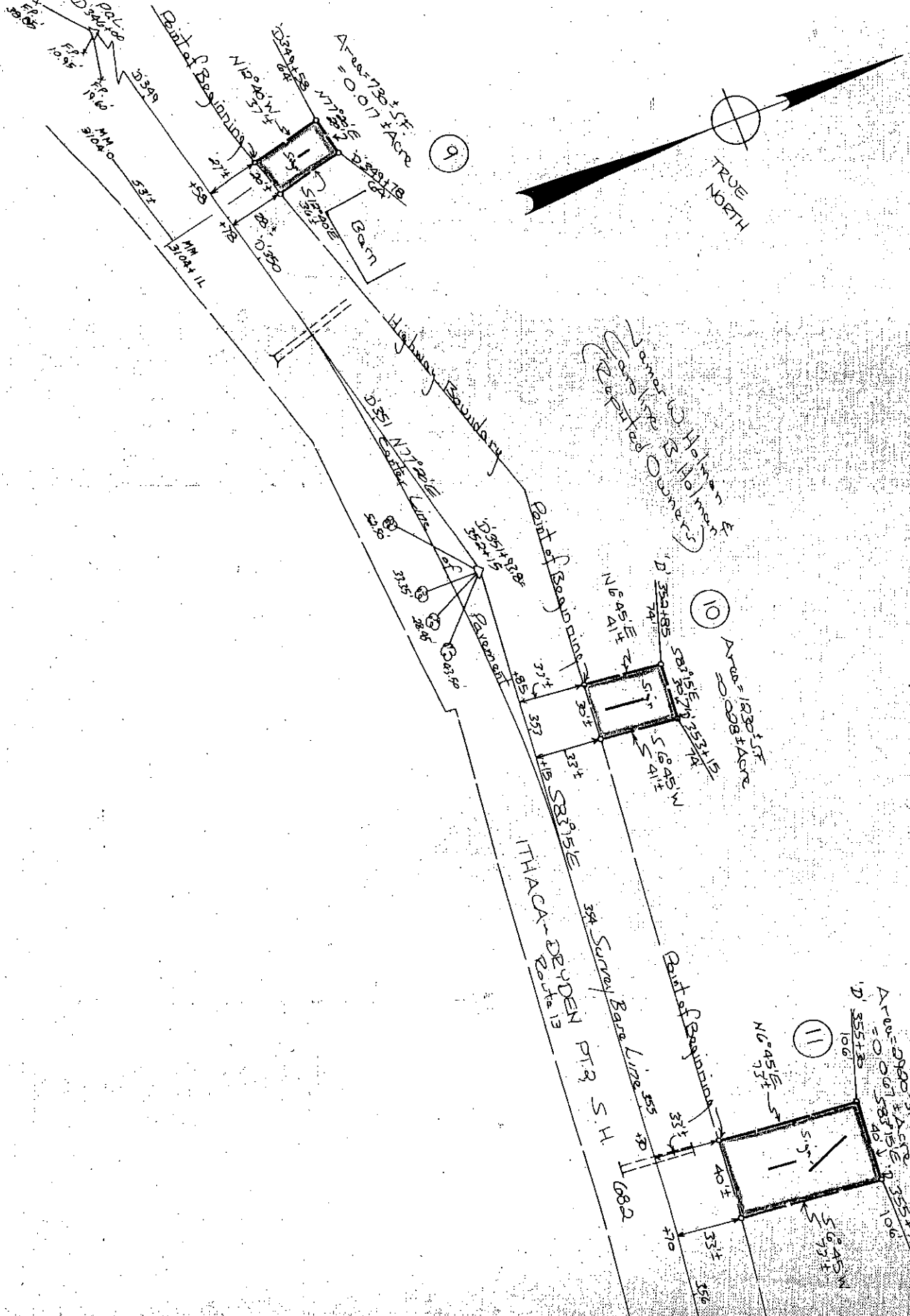
TOMPKINS COUNTY

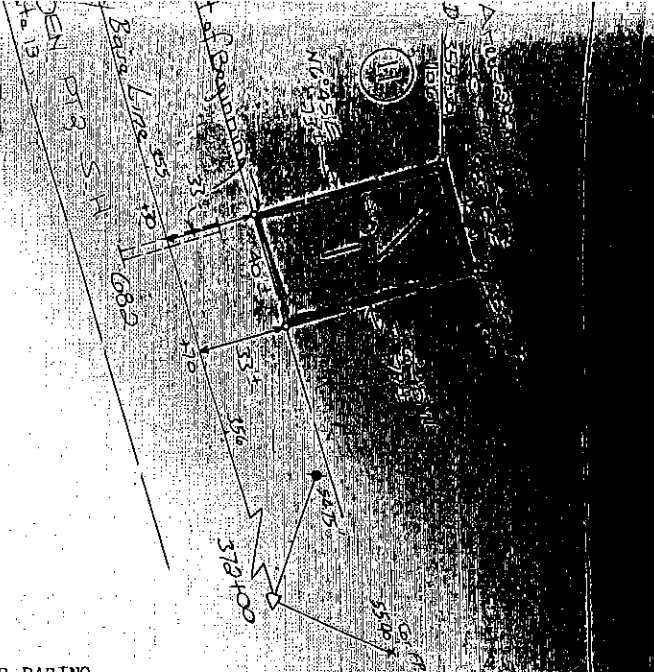
Survey notes on file at New York
State Department of Transportation
Regional Office No. 3 located
at Syracuse, New York.



Scale Bar

TRN NONE
CCD.- L 510 P 899





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 described 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 such property. ALSO, for the implementation of which, absolute title is herewith simultaneously to be acquired to the structures 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 months beginning from the date of filing a copy of this description and map in the office of the county clerk in which this property is situate; or until all advertising signs, displays and devices within such easement area have been removed, whichever occurs earlier; upon the expiration of such period of time said easement shall thereby and thereupon be terminated, released and extinguished without further certificate. ALSO, to acquire from the owner of the real property on which such sign, display or device is located, his rights to erect and maintain existing signs, 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 Parcels No. 9, 10, & 11, situate in F.L. 37 & 47 in the Town of Dryden, County of Tompkins, State of New York, 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, said point being 27 ± feet distant 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 James W. Holman & Caroline B. Holman (reputed owners) the following 3 courses & distances: (1) N 12° 40' W - 37 ± feet to a point 64 feet distant 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 distant northerly, measured at right angles, from station 'D' 349+78 of said baseline; and (3) S 12° 40' E - 36 ± feet to a point on the northerly boundary of said existing highway, the last mentioned point being 28 ± feet distant 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 ± feet to the point of beginning, being 730 ± 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 ± 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 James W. Holman & Caroline B. Holman (reputed owners) the following 3 courses & distances: (1) N 6° 45' E - 41 ± feet to a point 74 feet distant northerly, measured at right angles, from station 'D' 352+85 of said baseline; (2) S 83° 15' E - 30 feet to a point 74 feet distant northerly, measured at right angles, from station 'D' 353+15 of said baseline; and (3) S 6° 45' W - 41 ± 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' 353+15 of said baseline; thence westerly along the last mentioned boundary of said existing highway 30 ± feet to the point of beginning, being 1230 ± Sq. 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 ± feet distant northerly, measured at right angles, from station 355+30 of the hereinafter described survey 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 owners) the following 3 courses & distances: (1) N 6° 45' 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 - 40 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; thence 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.

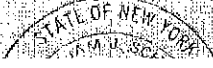
Reserving, however, to the owner of any right, title or interest in and to the property described above and such owner's successors or assigns the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes.

The above mentioned survey baseline is a portion of the survey baseline for the construction of the Ithaca-Dryden Pt. 2 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:

Beginning at Sta. 'D' 346+00; thence N 77° 20' E to Sta. 'D' 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 my direction.



[Handwritten signature]

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

Parcel No. 11

Beginning at a point on the northerly boundary of the existing Ithaca-Dryden highway, said point being 33 ± feet distant northerly, measured at right angles, from station 355+30 of the hereinafter described survey 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 owners) the following 3 courses & distances: (1) N 6°45'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 - 70 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; thence 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.

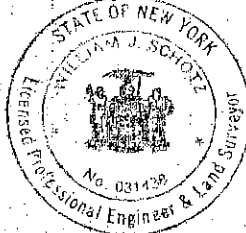
The above mentioned survey baseline is a portion of the survey baseline for the construction of the Ithaca-Dryden Pt. 2 State Highway No. 682 as shown on a map and plan on file in the office of the State Department of Transportation and described as follows:

Beginning at Sta. 'D' 346+00; thence N 77°20'E to Sta. 'D' 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 my direction.

Date Sep. 15 1978



W. J. Scholtz
William J. Scholtz
Associate Civil Engineer
P.L.S. License No. 31438

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

Date September 15 1978

Joseph M. Powers
JOSEPH M. POWERS
Regional Director of Trans.
Region No. 3

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY

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

COUNTY OF TOMPKINS

SIGN CONTROL

Map No. 11
Parcel No. 9, 10 & 11

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

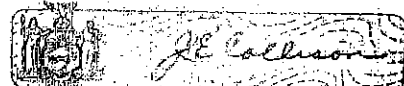
Total Area = 0.112 ± Acre
= 4,880 ± Sq. Ft.

Description and map of property in and to which an easement 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



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.

[Signature]
Real Estate Division

#4327

K.L.N. 38.2.74.24,
Map # 6887-5

ROW 91-R1 (1/68)
(Section A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL PROPERTY DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:

ITHACA-DRYDEN
S.H. NO. 682
TOMPKINS COUNTY
TOWN OF DRYDEN

DESCRIPTIONS AND MAPS
MAP NOS. PARCEL NOS.

11 9,10,11

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO: 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

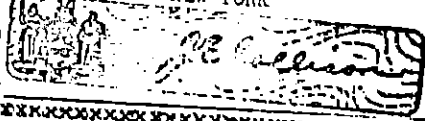
NATIONAL ADVERTISING
COMPANY
GREEK PEAK, INC.

TAKE NOTICE that on the 8 day of February, 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 21 day of March, 19 79, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

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 such filing in the office of said county clerk.

COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK

Dated: October 9, 1979

BY: 
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
J.E. Collison, Director, Real Estate Div.

Tompkins County, NY

Recorded on the 15 Day of Oct, 19 79
3:57 o'clock P. M. in Libor 513 of 1979
at Page 148 and 149

COUNTY CLERK'S CERTIFICATE OF FILING OF DESCRIPTIONS AND MAPS

State of New York
County of _____

SS.:

I hereby certify that on the _____ day
of _____, 19____, the
Commissioner of Transportation caused a
copy of each of the descriptions and maps

DEED

THIS INDENTURE, made July 10, 1980

BETWEEN

JAMES W. HOLMAN and CAROLINE B. HOLMAN,
both of 315 Dryden Road, Freeville, New
York, husband and wife, individually and
as tenants by the entirety,

hereinafter called "the grantor", and

PAUL E. COOK and BETTY J. COOK,
husband and wife, both of Irish
Settlement Road, R. D. 1, Dryden,
New York, as tenants by the entirety,

hereinafter called "the grantee",

WITNESSETH, that the grantor, in consideration of One Dollar and other good and
sufficient consideration paid by the grantee, does hereby grant and release unto the grantee,
the heirs, distributees or successors and assigns of the grantee forever

See attached Schedule A

RECEIVED
\$ 22.20
REAL ESTATE
JUL 10 1980
TRANSFER TAX
TOMPKINS
COUNTY

SUBJECT TO mortgage(s) 370M296
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.

TOGETHER WITH the appurtenances and all the estate and rights of the grantor in and to said premises.

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 grantor is seized of the said premises in fee simple and has good right to convey the same; (2) that the grantee shall quietly enjoy the said premises; (3) that the said premises are free from incumbrances, except as abovementioned; (4) that the grantor will forever warrant the title to said premises; (5) that the grantor has not done or suffered anything whereby the said premises have been incumbered, except as abovementioned; and (6) that this deed is subject to the trust fund provisions of §13 of the Lien Law.

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

Paul E. Cook
PAUL E. COOK

Betty J. Cook
BETTY J. COOK

James W. Holman
JAMES W. HOLMAN

Caroline B. Holman
CAROLINE B. HOLMAN

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.: On the 10th day of July , 1980 , before me personally came JAMES W. HOLMAN and CAROLINE B. HOLMAN, to me known and known to me to be the individual s described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Notary Public
Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.: On the 10th day of July , 1980, before me personally came PAUL E. COOK and BETTY J. COOK 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.

Notary Public
Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.: On the day of , 19 , before me personally came to me known who being by me duly sworn, did depose and say: that hereinafter at that he is the of the the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
Notary Public

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

Mailing Address: Irish Settlement Road, Dryden, NY 13053

SCHEDULE A

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

PARCEL 1: BEGINNING at a point in the centerline of South George Road (Willow Glen-Freeville Highway), said point being northerly a distance of 1,123.5 feet along said centerline from its intersection with the centerline of New York State State Route 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 Clerk's Office); proceeding thence north 1,610 feet along said Rices' east line to a southerly line of premises now or formerly of George Junior Republic; proceeding thence east along said George Junior Republic's southerly line for a distance of 1,360 feet to a square stone 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 the said old "Creek Road" to a point marking a southwesterly corner of premises now or formerly of the George Junior Republic; proceeding thence north $89^{\circ} 30'$ 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 thence southeasterly along the centerline of said highway 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 presently used for railroad purposes.

PARCEL 2: BEGINNING at a point in the centerline of New York State Route 13 (Ithaca-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 said centerline from its intersection with the centerline 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 at page 198 in said 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 16 feet; proceeding thence north along the west line formerly of Woolley and now or formerly of DeGroff 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 approximately 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 approximately 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 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 south for a distance of 951.72 feet to a point marked by an iron pipe marking the northwest corner of lands now or formerly of the Willow Glen 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 cemetery 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 thence southerly along said east lot line of Lot No. 36 and 46 for a distance of 417 feet to a point in the centerline of New York State Route 13; proceeding thence easterly along the centerline of New York State Route 13 for a distance of approximately

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 premises, the following tracts or parcels of land:

Parcel A: BEGINNING at the southeast corner of parcel 1 hereinabove described and running thence north for a distance of 660 feet along the centerline of South George Road (Willow Glen-Freemville 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 pipe in the westerly bounds of the road) to the point or place of beginning.

Parcel B: BEGINNING at a point in the centerline of George Road, said point or place of beginning being the northeast corner of 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 feet 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 centerline N 7°58'26" E for a distance of 500.94 feet 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 thence N 54°32'16" W for a distance of 576.26 feet to a point in the centerline of Virgil Creek; proceeding thence 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; proceeding 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 distance of 1,031.96 feet to a point marked by an old elm 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 2° 47' 35" 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 point in the center line of New York State Route 13; proceeding thence along said center line S 82° 09' 56" E for a distance of 249.24 feet to a point; proceeding thence N 4° 34' 57" E and passing through a point marked by a 5/8" pin at 24.35 feet for a total distance of 129.38 feet to a point; proceeding thence S 82° 09' 56" E for a distance of 16.00 feet to a point marked by a 3/4" pin; proceeding thence N 2° 47' 35" E for a distance of 988.89 feet to a point marked by a 1-1/2" pin; proceeding thence S 82°47'45" E for a distance of 221.54 feet to a point marked by an iron pipe; proceeding thence N 4° 25' 48" E for a distance of 659.18 feet to a point marked by an iron pipe; proceeding thence S 84° 25' 37" E and passing through a point marked by an iron pipe at 209.90 feet for a total distance of 237.25 feet to the point or place of beginning.

Parcel B which is excepted and reserved is more particularly shown on a survey map entitled "Survey for James W. & Caroline B. Holman" made by George Schlecht, L.S. and dated 2/28/80 and revised 6/3/80 which map is incorporated herein by reference and is to be filed in the Tompkins County Clerk's Office.

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. 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 Deeds at page 899.

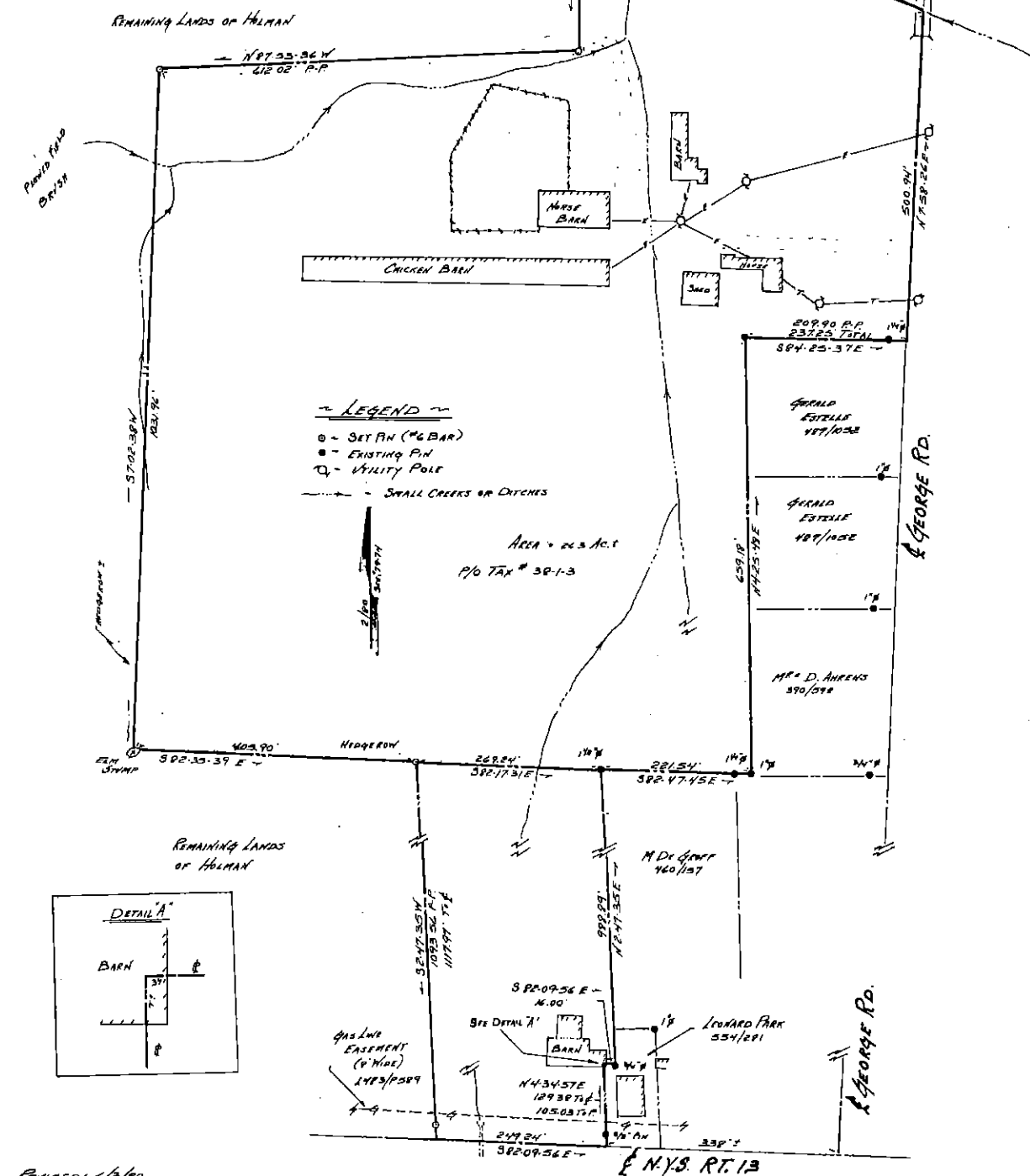
There is also conveyed by this instrument a right of way along the old "Creek Road" for purposes of ingress and egress from South George Road to property described above. Said right of way to be 30 feet each side of the center line of said abandoned road and limited for purposes of access to lands of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

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

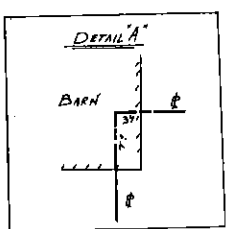
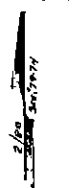
Tompkins County, ss 10 Day of July 1980
Recorded on the 12 of clock 2 M. in Liber 578 of Deeds
at Page 77 and examined Richard A. Small Clerk

SURVEY FOR
JAMES W. & CAROLINE B. HOLMAN

TOWN OF DRYDEN
COUNTY OF TOMPKINS
STATE OF NEW YORK
M.L. 37



LEGEND
 ○ - SET PIN (*G.B.A.R.)
 ● - EXISTING PIN
 □ - UTILITY POLE
 - - - - SMALL CREEKS OR DITCHES



FILED
JUL 10 1 23 PM '08
TOWN CLERK'S OFFICE
DRYDEN

REVISION 6/3/00
NOTE: ANY REVISIONS TO THIS MAP MUST COMPLY WITH SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

DATE SURVEYED 2/00	DRAWN BY 95	SCALE 1"=100'	JOB NO 79-142
I HEREBY CERTIFY I AM A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF NEW YORK AND THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION.			
DATE 2/00		SIGNATURE <i>[Signature]</i>	



GEORGE SCHLECHT
PROFESSIONAL ENGINEER
PROFESSIONAL LAND SURVEYOR
MAIN OFFICE
43 YELLOW BARN ROAD
FREEVILLE N. Y. 13068
607-844-9037

CABINET 2
ENVELOPE
74

14
LIBER 590 PAGE 770

289 BZ 3056

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 J. LOOMIS and CASSANDRA A. PETRILLOSE, residing at 334 South George Road, Freeville, New York, hereinafter referred to as "Buyers".

W I T N E S S E T H:

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,

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. Sale. 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± acres of land, more particularly

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 $S7^{\circ}58'26''W$ 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 $N7^{\circ}58'26''E$ 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 $N54^{\circ}32'16''W$ a distance of 576.26 feet to a point in the centerline of Virgil Creek; thence $S6^{\circ}16'39''W$ passing through an iron pipe at 120.27 feet a total distance of 348.80 feet to an iron pipe; thence $N87^{\circ}53'36''W$ a distance of 612.02 feet to an iron pipe; thence $S7^{\circ}02'38''W$ a distance of 1031.96 feet to an elm stump; thence $S82^{\circ}35'39''E$ along a hedgerow a distance of 405.90 feet to an iron pipe; thence $S82^{\circ}17'31''E$ a distance of 269.24 feet to a 1-1/2" iron pin; thence $S82^{\circ}47'45''E$ 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 $N4^{\circ}25'48''E$ a distance of 659.18 feet to an iron pin; thence $S84^{\circ}25'37''E$ 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. Price and Terms of Payment. 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. Deed Upon Full Payment. 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. Payment of Taxes. 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.

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

6. Insurance. 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. Possession. 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 provisions of this paragraph and} the right to enter upon and ^{to take} possession of said premises for the purpose of collecting said rents, issues and profits, and 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. Maintenance of Valid Title. 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. "As Is" Purchase. 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. Risk of Loss. 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. Maintenance of Premises in Good Condition. Buyers will not suffer or permit any waste to the conveyed premises ~~but will maintain them in a rentable and tenantable condition and reasonably 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 restoring the premises to as good state and condition as they are at the date hereof, or to exercise any other remedy of Sellers that is set forth in this agreement. If Sellers elect to restore the premises to a good~~

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~~state of condition any amount paid by Sellers for such purposes 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 Sellers as set forth in this agreement.~~

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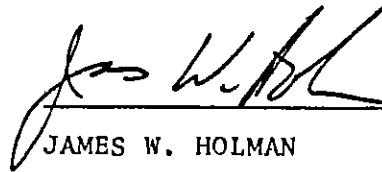
by delivering same personally to the parties herein named or by delivering same personally to the addresses set forth at the outset of this agreement and leaving same in a conspicuous place at said address. Notwithstanding the foregoing in the event either party notifies the other of a change in address,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

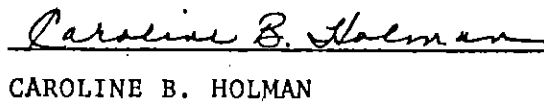
16. Binding Effect. The provisions of this agreement are to apply to and bind the distributees, executors, administrators, successors, and (to the extent permitted by this agreement) assigns of the respective parties.

17. Right of Inspection. 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.

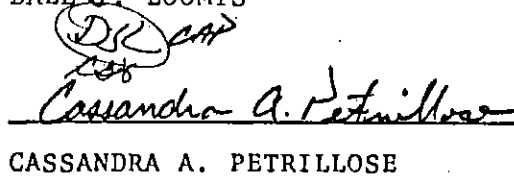
18. Superseding Agreement. This agreement supersedes any and all prior agreements between the parties hereto. There are no other representations, agreements, or warranties other than as set forth in this agreement.

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


JAMES W. HOLMAN

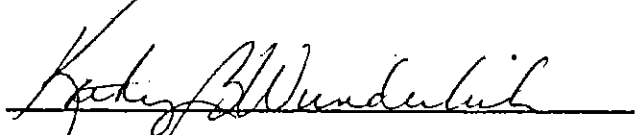

CAROLINE B. HOLMAN


DALE J. LOOMIS


CASSANDRA A. PETRILLOSE

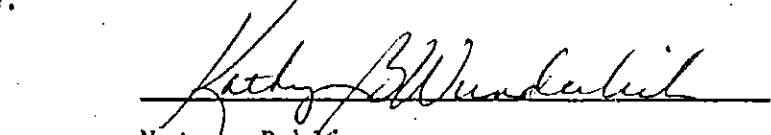
STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

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.


Notary Public
KATHYRN B. WUNDERLICH
Notary Public, State of New York
No. 470/150
Qualified in Tompkins County
Term Expires March 30, 1983

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.


Notary Public
KATHYRN B. WUNDERLICH
Notary Public, State of New York
No. 470/150
Qualified in Tompkins County
Term Expires March 30, 1983

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

(DS) CAP [Signature]

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

[Signature]

Notary Public

EDWARD P. ABBOTT
Notary Public, State of New York
Qualified in Tompkins Co. 65-5001728
My Commission Expires March 30, 19 *84*

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

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.

[Signature]

Notary Public

EDWARD P. ABBOTT
Notary Public, State of New York
Qualified in Tompkins Co. 65-5001728
My Commission Expires March 30, 19 *84*

RECEIVED \$ 67.50 SPECIAL

ADD'L TAX AND \$ 135.00 BASIC

MORTGAGE TAX THIS 9 DAY

OF August 19 82

[Signature]
TOMPKINS COUNTY CLERK

Tompkins County, ss: 9 Day of August 19 82
Recorded on the 9:21 o'clock 1 M., in Liber 590 of Page
at Page 770 and examined *[Signature]* Clerk

This Indenture made 25th February 19 83

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

party of the first part, and

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 ONE and 00/100ths-----Dollars (\$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, 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 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.

*(Town of Dryden
Tax Map No. 38-1-3.2 (portion)*

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

FILED
FEB 28 3 38 PM '83
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,

Do have and to hold 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:

First, That the party 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.

Third, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

James W. Holman
JAMES W. HOLMAN L.S.
Caroline B. Holman
CAROLINE B. HOLMAN L.S.
L.S.
L.S.

RECEIVED
\$ 51.10
REAL ESTATE
FEB 28 1983
TRANSFER TAX
TOMPKINS
COUNTY

STATE OF NEW YORK, COUNTY OF

On _____ 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that deponent resides at No. _____ deponent is _____ of _____ the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF TOMPKINS ss.:
On February 25, 19 83 before me personally came James W. Holman and Caroline B. Holman

to me known to be the individual s described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

Kathryn B. Wunderlich

KATHRYN B. WUNDERLICH
Notary Public, State of New York
No. 4507150
Qualified in Tompkins County
Commission Expires March 30, 1983

Tompkins County, ss:
Recorded on the 28 Day of February, 1983
at _____ o'clock _____ M., in Liber 593 of _____
at Page 363 and examined _____

Rachel A. Puccio
Clerk

Appd

WARRANTY WITH LIEN COVENANT

JAMES W. HOLMAN and
CAROLINE B. HOLMAN

TO

DALE J. LOOMIS and
CASSANDRA A. PETRILLOSE

Dated, February 25, 1983

STATE OF NEW YORK
County of TOMPKINS

RECORDED ON THE

day of _____ 19____

at _____ o'clock _____ M.

in Liber _____ of Deeds

at Page _____ and examined _____

CLERK

PLEASE RECORD AND RETURN TO:
Edward P. Abbott
First Bank Building
Ithaca, New York 14850

See stamp 51.10
Apr.

16

U.S. Internal Revenue Service Form 678-1980

This Indenture 5009 made February 28 1983 LIBER 598 PAGE 893

Between

JAMES W. HOLMAN and CAROLINE B. HOLMAN, husband and wife, individually and as tenants by the entirety, of Freeville, New York 1915 Dryden Road party of the first part, and

PAUL E. COOK and BETTY J. COOK, of Freeville, New York, husband and wife, as tenants by the entirety 114 Irish Settlement Road party of the second part,

Witnesseth that the party of the first part, in consideration of ONE AND 00/100ths ----- Dollars (\$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, the heirs or successors and assigns of the party of the second part forever, all

SEE SCHEDULE A attached to deed from grantors to grantees dated July 10, 1980 and recorded in the Tompkins County Clerk's Office in Liber 578 of Deeds at page 79. SITUATE IN THE TOWN OF DRYDEN, COUNTY OF TOMPKINS AND STATE OF NEW YORK.

SUBJECT to mortgage 370M303 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 Deeds at page 79.

RECEIVED \$ 0.00 REAL ESTATE DEC 8 1983 TRANSFER TAX TOMPKINS COUNTY

See Inst # 431655-001

FILED
DEC 9 2 02 PM '83
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, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party 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.

Third, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

James W. Holman
JAMES W. HOLMAN L.B.
Caroline B. Holman
CAROLINE B. HOLMAN L.B.
Paul E. Cook
PAUL E. COOK L.B.
Betty J. Cook
BETTY J. COOK L.B.

STATE OF NEW YORK, COUNTY OF TOMPKINS ss.:
On December 8, 1983 before me personally came 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 Public, State of New York
No. 425108
Qualified in Tompkins County
Commission Expires March 30, 1987

Arthur Mendelsohn

STATE OF NEW YORK, COUNTY OF TOMPKINS ss.:
On February 28, 1983, before me personally came PAUL E. COOK and BETTY J. COOK

to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

Alice P. Darnell
Notary Public, State of New York
No. 425172
Qualified in Tompkins County
Term Expires March 30, 1985

Tompkins County, ss. 8 December 1983
Recorded on the 21st day of 1983 at 2:03 o'clock p.m. in Liber 598 of Page 894

at Dec 23 and signed *Michael A. Pierce*

WARRANT WITH LIEN COVENANT
JAMES W. AND CAROLINE B. (HOLMAN)
TO
PAUL E. AND BETTY J. COOK

STATE OF NEW YORK
County of Tompkins
RECORDED ON THE
Day of February 28 1983
at 2:03 o'clock p.m.
in Liber 598 of Page 894
and examined

PLEASE RECORD AND RETURN TO
Kerrigan Perkins & Dunbar
20 W. Main St
Dryden, N.Y. 13053
Fee 11.00
5th copy 9
Notation 50 578 Dec 79

44 DEEDS NY 136

Handwritten notes on the left margin: "The Southern Central Railroad Company", "The Metropolitan Trust Company of the City of New York", "The City of New York", "The Southern Central Railroad Company", "The Metropolitan Trust Company of the City of New York".

The Southern Central Railroad Company } This indenture made
to } this 1st day of February
The Metropolitan Trust Company of } one thousand eight hun-
The City of New York } dred and eighty two be-
between "The Southern Central Railroad Company" an incorpo- }
rated Company, whose principal office is in the City of }
Alabama, Calhoun County, and State of New York Party }
of the First Part and the "Metropolitan Trust Company of }
the City of New York" Party of the Second Part Witnesseth }
that Whereas, the said Company, Party of the first part }
has heretofore issued to former Series of Bonds which are }
respectively secured, to be paid by two certain mortgages }
covering the whole of the property of said Company, the first }
of said mortgages bearing date August 1, 1869 for the sum of }
\$600,000 and the second bearing date March 1, 1872 for the further }
sum of \$600,000, and also certain interest bonds in security }
for the payment of matured interest coupons of the said }
two series of bonds as aforesaid in the sum of \$621,250, and }
all of said bonds to those amounts respectively, and in }
gross sum of \$2,221,250, being outstanding and bearing semi- }
annual interest at the rate of seven percent per annum, }
and said bonds of the said second mortgage being due and }
payable on the 1st day of March 1882, and said Company not }
being at present provided with necessary funds to meet the pay- }
ment thereof, and, Whereas, It has been made satisfactorily }
to appear to the holders of all classes of said bonds that }
the said Company is in need of monies, to improve }
its track and to add to its facilities for the transaction of }
its business, so as not only to better to secure the said bonds

debt but also to place the said Company upon a secure and prosperous financial foundation; and Whereas, At a meeting of the bondholders aforesaid, recently held in the City of New York, after a full exhibition of the affairs of the said Company, and after due deliberation thereupon the said Company was advised in conjunction with said bondholders, to enter into a certain contract, covenant and agreement, looking toward the following objects and purposes, that is to say: First, - To the retirement and cancellation of all the said outstanding bonds and appurtenant Coupons, amounting in the aggregate, as aforesaid, to the sum of \$2,721,250, besides the coupons maturing February 1st and March 1st of the year of this instrument, Second, - To pay off and discharge all the floating indebtedness, liens and just claims against said Company, Third, - To provide suitable means of transportation for the Company's business upon the Northern Lake, to relay the remainder of the track with steel rails, provide additional rolling stock, enlarge grain elevator, reconstruct bridges and trestles, and in all other respects to place said Railroad in the most efficient condition for business, Fourth, - And for the attainment of the above described ends, to issue one series of consolidated mortgage bonds bearing even date herewith, not exceeding in all the sum of \$3,400,000, to run for forty years from date, drawing interest at five per cent per annum, payable semi-annually, in the City of New York, Fifth, - To establish a Sinking Fund of one per cent per annum upon the whole amount of such bonds, to be projected and maintained, either in said bonds or in the bonds of the United States or those of the State of New York, the whole to be applied as occasion may present to the extinction of the said bonded indebtedness; and, Whereas, said contract and covenants, so recommended and advised, with the said details, objects and purposes, have been approved and duly entered into, in writing by said bondholders, to and with said Company and with each other, and by said Company by resolution of the Directors thereof, at a meeting to that purpose, duly called and held at the City of Auburn aforesaid, on the 8th day of May, A. D. 1862, and duly recorded in the minutes thereof, by which resolution the foregoing plan and details are fully approved and solemnly adopted and confirmed, and said bonds, as aforesaid, (not exceeding the sum of \$3,400,000) to the number of three thousand three hundred and fifty thousand dollars each, and five hundred of two hundred dollars each, in one series, numbered No. 1st to No. 3,800 inclusively, with such changes in the sum of the Coupons or interest warrants, as shall

conform to the requirements of the said bonds of different amounts as aforesaid, fully authorized to be issued in the following form to wit:

\$1,000 or \$200

United States of America
State of New York.

Five per cent. Forty Years
First Consolidated Sinking Fund Bond
For value received, The Southern Central Railroad Company
promises to pay to the bearer hereof, on the first day of February,
One Thousand Nine Hundred and Twenty-two, One Thousand
or [Two Hundred] Dollars, lawful money of the United States
of America, with interest thereon from the first day of February
A. D. 1882 at the rate of five per centum per annum payable
semi-annually, on each first day of August and February
thereafter, and until the principal hereon shall become due
on the presentation and surrender of the respective interest
warrants here to appended, both principal and interest to be
paid in the City of New York, at such place therein as the said
Company may from time to time designate as its agency.
This obligation is one of a series of bonds bearing even date here-
with and of like tenor, in some of one thousand dollars, and
two hundred dollars respectively, not to exceed in the
aggregate the sum of thirty-four hundred thousand
dollars, the payment of which both interest and principal,
is secured by the true Consolidated Mortgage of said
Company bearing even date herewith, executed to the Met-
ropolitan Trust Company of the City of New York as
Trustee for the holder of said bond, covering and con-
veying as well the entire Railroad tract, Grade, Build-
ings and Land Appurtenances of said Company, as also
its entire franchises, Choses in action and Personal Prop-
erty of every description, together with all that shall here-
after be acquired or owned by said Company, as herein
set forth for the security of payment of said bond,
and also for the establishment and maintenance of a Sinking
Fund of one per centum per annum, to be properly in-
vested, as also therein set forth, and accumulated against
the maturity of the indebtedness hereby acknowledged. This
bond is convertible into the Capital Stock of said Com-
pany, at the option of the holder at any time within
ten years of its date, et pass. In witness whereof, and as
authorized by the resolution of the Directors of said
Company, Corporate seal thereof hath been hereto
affixed, with the signatures of the President and Secretary
thereof, at the City of Auburn, N. Y., this 1st day of February
A. D. 1882.

[Seal]

President,

Secretary,

[Coupon]

August 1, or February 1,
 Interest payable
 The Southern Central
 Railroad Company
 Will pay the bearer at its Agency
 in the City of New York twenty five
 Dollars (or \$25.00) on the first
 day of August or February,
 for six months interest
 on
 Bond
 No. _____ Treasurer

\$25.00

[Form of Trustee Certificate]

This certifies that the within bond, as one of the series of bonds mentioned in the mortgage therein decreed, which mortgage has been duly recorded and delivered to the undersigned, as Trustee.

Metropolitan Trust Company of the City of New York
 "Trustee"

"President"

And to secure the said issue of bonds in form as above said, the execution and delivery of this instrument was ordered and directed to be made by the said Metropolitan Trust Company of the City of New York, as Trustee thereof for the security and protection of all who are or may become interested in the said bonds, so to be issued, said Trustee having signified its willingness to accept the said trust and to fulfill and discharge the duties and obligations appertaining thereto.

Now, Therefore, This Indenture Witnesseth: That the said Party of the First Part, for and in consideration of the premises and of the said contracts and covenants made by the said holder of its said bonds and in further consideration of the sum of one dollar to the said Company's Treasurer in hand paid by the said Party of the Second Part, Trustee, as aforesaid, the receipt whereof is hereby duly acknowledged, in order for and to the intent and purpose of the better securing the payment, at maturity of said bonds and coupons to be issued, has granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, release, release, convey and confirm unto the said Metropolitan Trust Company of the City of New York, Party of the Second Part, Trustee, as aforesaid, and to its successors in the trust hereby created, all and singular the entire corporate and personal real and personal estate of the said Party

of the first part, as well all such property as is
at present owned, occupied, possessed or held
either by lawful or equitable title as also all prop-
erty of every name kind or description which during
this trust until the final completion of the
trust, shall or may hereafter be acquired by said
Company, and particularly its entire corp. and
rights and franchises, its entire Railroad tracks
to the full width and extent thereof in all and
each of the several Counties of Cayuga, Cortland,
Tompkins and Tioga, in the State of New York
with all branches, side tracks, turn out, turn tables,
yards and station grounds as hereto and aforesaid
that owned, occupied, used or possessed, with all
the offices, buildings, station houses, freight-
houses, engine houses, sheds, water tanks and
appurtenances thereto belonging or in any
wise appurtenant; and with all such prop-
erty as aforesaid, whether real, personal or
mixed which may hereafter, during the contin-
uance of this trust, be acquired or to which said
Company may lawfully or equitably become
entitled; together with all and singular the
rolling stock of said Company, tools, equipments,
implements and appurtenances, consisting
of locomotives, tenders, coaches, freight cars, coal
cars, passenger cars, snow plows and shovels,
rails, chairs, railroad material, tools and im-
plements, as well as all now possessed or owned
or acquired by said Company also all and
singular the vessels, barges, tug boats and apparel
of every name, kind or description, which may here-
after be owned or acquired by the said Company,
and also choses in action, claims, demands, debts,
contracts subject to the conditions thereof, or rights of
property owned by said Company to which it may
at any time lawfully or equitably be entitled,
to have and to hold to them, the said Party of the
second part and its successors, as herein provided,
in trust and not otherwise, for the protection and
security of all those persons or corporations who shall
or may become, at any time, the lawful holders and
owners of the said bonds and coupons, so to be here-
with provided by the said Company, subject to the
provisions of the said trust, and the said Company shall
well and lawfully pay the interest and principal of
on the said bonds and coupons respectively, shall mature.

and shall duly and faithfully observe and keep the several covenants and agreements provided in the said bonds and in and by this Indenture.

And the said Party of the First Part, by itself, its successors and assigns to and with the said Party of the Second Part, Trustee as aforesaid, and its successors in this trust, doth hereby covenant, promise and agree as follows:

1. That said bonds, to be issued, and the avails thereof, shall be carefully and faithfully used, primarily for the benefit of the present holders of said Company's existing bonds and for the redemption thereof, and secondly, for the use and purposes as hereinbefore set forth, and for no other purpose.

2. At any time, when reasonably thereto required, to make execute, seal and deliver to the said Party of the Second Part, or to its successors in this trust, all such other and further instruments of writing, by way of further assurance in aid of the full performance of their obligations and of this trust as may be necessary, just and proper to be made, or which said trustee shall or may reasonably require, in order to facilitate or enable the said trustee, or its successors, the more readily to perform the obligations and duties of its said trust, as herein defined, without the necessity of its reporting to Courts of Equity for such authority, or to other tedious and expensive remedy.

3. The said Company, Party of the First Part, agree to set apart annually, from its earnings, after the payment of necessary expenses, repairs and needed betterments, besides the interest to accrue upon the said bonds to be issued, and in each and every year during the continuance of this trust, a sum of money equal to one per centum upon the whole amount of said bonds, which shall then be outstanding as a sinking fund against the maturity of the principal of said bonds, and agree to keep the same well invested, with the accumulations thereof, exclusively in the purchase of said five per cent. bonds, or else in the public bonds of the United States or of the State of New York, and said Party of the First Part further agree to hold such funds inviolate and secure from encroachment, provided, nevertheless, that if for exceptional reasons the net earnings in any one year shall be insufficient to pay the interest on all said outstanding bonds, then and in that case such sinking fund may be drawn upon to pay such deficiency, but such fund shall be encroached upon for no other purpose whatever.

4. In case the said Company shall, at any time for the space of three months after the due date, in violation of, or failure to make, or an omission in default in respect either of the principal or interest of the said bonded debt, then and in that case, upon addressable request of the holders of one sixth of the aggregate amount of all the bonds then outstanding, the said trustee and its successors are hereby authorized to, and shall take actual and complete possession, management and control of all said singular, the property of the said Company or remaining in default, hereinafter described, and conveyed, and this Company in such case, covenants and agrees peaceably and voluntarily and without excess, procrastination or evasion, to yield and deliver the same to such trustee, for the purpose of his trust or to his assigns, heirs and attorneys, to manage and control, collect receive and administer all things pertaining to said Company, in the discretion of said trustee, and at its will and pleasure, always provided, however, that said trustee, so long as he acts in good faith and with ordinary diligence and judgment, shall not be liable or held bound for any misfortune, loss, damage, expense, obligation or debt, whatever, beyond the ordinary liability of trustees in like cases, by the rules of equity but if provided and defined.

Said trustee is further authorized, said Company in default as aforesaid, to sell and dispose of at public auction and upon usual and reasonable notice of the time and place of such sale, the said Railroad, its appurtenances, and all other of the above described property, franchises and rights, and have by force close and destroy all equities of redemption therein; or it may so sell and dispose of portions of said property, in the discretion but sufficient to defray the amount of obligations so in default, and the usual expenses of sale. But in no case shall the said Railroad, franchises, tracks, lands, ties and rails be sold in portions. And in case of such sale, either in whole or in part, of said property, full power and authority is hereby given to said trustee to make, execute and deliver to the purchasers thereof, full and sufficient deeds, conveyances, bills of sale and assurances to transfer all the right, title and interest of said Company to the purchaser or purchasers thereof, in fee absolute and simple, or otherwise as the case may be.

6. Out of the moneys and avails to be received by said trustee on such sales, after deducting the necessary expenses appertaining to and incurred in the discharge

of its trust, including a fair and reasonable compensation for its services, the said Trustee is to pay and abate as much of the residue of said funds as shall be necessary to pay and discharge so much and such parts of said bonded indebtedness as shall be so due and payable, and in default, regarding the surplus, if any there be, to the said Party of the First Part or its assigns.

And in case of successive defaults hereafter to occur the rights, power, duties and authorities of said Trustee and its successors shall in no case be deemed to be exhausted, relieved or discharged, by a former and partial ^{acceptance} of the duties of such trustee under this instrument. But the said trust, with all its privileges, rights, powers, authorities, duties and equitable obligations shall continue and remain so long as any part or portion of said bonded indebtedness remains unpaid.

And it is hereby further covenanted that all sales and transfers of real property, to be made upon the contingency of such default, as aforesaid, by said Trustee, its successors, agents and attorneys, in pursuance of the terms and conditions of this Trust, shall constitute and establish in all Courts and places a perpetual bar and defense against all and every person or persons, parties or corporations, claiming or to claim under the title or by conveyance of the said Company, Party of the First Part.

8. And it is further covenanted and understood as follows: That in the usual business of the said Company, and while not in default upon the said bonded indebtedness, hereafter, its management and control of the said property, so herein conveyed, being conducted with prudent economy, judgment and good faith, shall in no case be interfered with or embarrassed by any action of said Trustee; but said Company is to be at liberty while not in default, to use the property and effects of said Company as heretofore in the usual and ordinary transaction of its business.

9. And it is further mutually agreed that in case of the removal or resignation of the party of the second part, as trustee, or in the event of its incapacity for any reason to act as such, in the execution of the trust hereby created, or in the event of the removal or resignation of any substituted trustee or trustees, under this instrument, or in the incapacity of such substituted trustee or trustees to act as such in the execution of said trust, then the holders of the majority of said bonds outstanding, or the said party of the first part may apply by petition to the Supreme Court of the State of West Virginia in either the First or the Seventh Judicial

Department of said State, for the appointment of a new trustee upon giving at least eight weeks' notice of such application by publication in two or more newspapers published in the City of New York and in two in said State, at least once in each week, and upon such application, if the holders of the majority of the said bonds then outstanding agree upon a person or corporation to fill the vacancy in the office of trustee under this indenture then existing, the person so designated by the holders of the majority of said bonds shall be appointed such trustee in preference to any other person or corporation.

And it is hereby further expressly declared and agreed, that any person trustee appointed as aforesaid, shall immediately upon his appointment, and without any further act, deed or conveyance, become and be vested with all the estate, trust rights, powers and duties of the trustee in whose place he shall have been appointed, but nevertheless, the respective parties hereto and their respective executors and assigns, shall and will, upon request, make, execute and deliver all such releases, conveyances and assurances as shall be appropriate to vest in, confirm and assure to such new trustee, such estate, trust, rights, powers and duties, according to the intent above expressed. And it is further understood and agreed, that neither the said party of the second part, nor its executor or successors in said trust, shall be liable for any act or omission, or any loss or damage to the said trust property, or for anything whatsoever except for loss or damage caused by negligence on its or their part, or failure to exercise reasonable care in providing for the management of said trust property from and after the time the same may come into the possession of the said trustee, nor shall any trustee under this indenture be liable for any act or omission or any loss or damage to the trust property resulting from any act or omission of duty on the part of any other trustee.

And the parties of the second part and its successors or successors in said trust shall be entitled to a reasonable compensation for services actually rendered as such trustee, and it is understood and agreed that the party of the second part, its executor or successors in said trust hereby appoint and employ, at the expense of said trust estate, all such attorneys, counsellors, clerks, bookkeepers, engravers or other agents as may be reasonably necessary in the execution of the trust hereby created and shall not be liable for the ^{negligence or other faults} misconduct or neglect of such attorneys, counsellors, clerks, bookkeepers, engravers or other agents.

And it is further agreed, that the word "trustee" wherever mentioned in this instrument, shall apply to the party

of the second part, or to any other trustee or trustees succeeding or subsequent to the said trust, and shall be held and construed to mean the trustee or trustees for the time being.

Each of the said bonds to be issued by the party of the first part, as aforesaid, shall, before being issued, be certified by the said party of the second part, under the signature of its President to have been issued in pursuance of this indenture, and by a certificate in the form hereunto before set forth, indorsed thereon, and until so certified, no bond shall be or be deemed secured by this indenture, nor shall it entitle the holder thereof to any obligation against the party of the first part, or to any lien or claim upon the said mortgaged premises or any part thereof.

In testimony whereof, the Southern Central Railroad Company, the party of the first part, has caused its corporate seal to be hereunto affixed, and the same to be signed by its President and Secretary, and the Metropolitan Trust Company of the City of New York, to testify its acceptance of the said trust, has also caused its corporate seal to be hereunto affixed, and the signature of its President to be hereunto subscribed on the day and year first above written.

The Southern Central Railroad Company,
S. S. By Thomas C. Platt, President,

Attest: John N. Knapp, Secretary.

The Metropolitan Trust Company of the City of New York.

S. S. By Thos. Hillhouse, President.

Attest: G. J. Britton, Secretary.

State of New York
City and County of New York } ss: On this 19th day of May
A. D. 1882, before me, the undersigned, a Notary Public
of said county, personally came and appeared the
above named Thomas C. Platt, of Chappaqua, in said County,
to me well known to be the President of the above de-
scribed The Southern Central Railroad Company, and
John N. Knapp, above named, of Auburn, to me well
known to be the Secretary of the said The Southern
Central Railroad Company, who being by me duly
sworn did, and each of them do hereby depose,
and say, that they are respectively, as aforesaid, the
President and Secretary of the said Company, and
that they know the corporate seal thereof, as hereunto above
affixed, that it was so affixed by order of the
Board of Directors of the said Company, and is a true

... and that they have respectively affixed their signatures to the foregoing instrument by the like words. Whereupon they also lawfully and duly acknowledged the execution thereof.

L. S. No. 144: Henry L. Hay, Notary Public, City and County of New York.

State of New York }
City and County of New York } ss. On the 20th day of May, A. D. 1882, before me came Thomas Hill House, of the City of New York, who is personally known to me, and known to me to be the President of the Metropolitan Trust Company of the City of New York, the corporation named in the foregoing instrument, and Walter J. Britton, of said City, who is personally known to me, and known to me to be the Secretary of said Corporation, who, being by me duly sworn, did and each of them do severally depose and say, that they are respectively, as aforesaid, the President and Secretary of the said Company, and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and was affixed thereto by authority of the Trustees of said Company. The said Thomas Hill House further deposed that he signed his name to the foregoing instrument, as President, by the like authority.

In Testimony Whereof, I have hereunto set my hand and seal, the day and year first above written.

L. S. No. 144: Henry L. Hay, Notary Public, City and County of New York.

State of New York }
City and County of New York } ss. I, William A. Butler, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify that Henry L. Hay, whose name is subscribed to the certificate of the proof of acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof and acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 20th day of May, 1882. Wm. A. Butler, Clerk.

Return copy of the original, Received May 25, 1882 at 11 A.M.

State of New York,
County of Tompkins
Town of Watson

On this 26th day of August in the year one thousand eight hundred and ninety-five before me, the undersigned, personally appeared Christopher Stubbitt, Administrator re. of Eleazer Stubbitt-deceased to me personally known to be the same person described in and who executed the foregoing instrument and he acknowledged that he executed the same.

Harmon S. Hopkins, Justice of the Peace.

Recorded August 27th, 1895, at 10th A.M.

W. H. ... Book 145 19360

Frederick L. Hill, Referee,
vs
Simon Borg & others.

This Indenture, Made this Twenty-third day of August in the year of our Lord one thousand eight hundred and ninety-five, Between Frederick L. Hill of the Village and Town of Owego, County of Tioga and State of New York, as Referee duly appointed as

hereinafter mentioned of the first part, and Simon Borg, of the City of New York, State of New York, Isaac A. Hobart of the City of Paterson, State of New Jersey, and Henry B. Drinker of Haverford, State of Pennsylvania, as Committee for certain of the holders of bonds of the Southern Central Railroad Company, payment of which was secured by the mortgages hereinafter mentioned, of the second part. Whereas, At an Adjourned Special Term of the Supreme Court of the State of New York, held at Chambers in the Village of Owego in and for Tioga County on the 28th day of June, 1895, it was among other things, ordered, adjudged and decreed by the said Court in a certain action then pending in the said Court, between the Metropolitan Trust Company of the City of New York, Plaintiff, and the Southern Central Railroad Company, Lehigh Valley Railroad Company, and Donald Mackay, Defendants, that all and singular the mortgaged premises and property described in that certain mortgage executed by the Defendant, the Southern Central Railway Company to the Plaintiff, the Metropolitan Trust Company of the City of New York, bearing date the first day of February, 1882, and recorded in Tioga County Clerk's Office in Liber 55 of Mortgages at page 511, in Cortland County Clerk's Office in Liber 21 of Mortgages at page 498, in Tompkins County Clerk's Office in Liber 4 of Mortgages at page 15 - and in Cayuga County Clerk's Office in Liber 106 of Mortgages at page 298, and being the same premises and property mentioned in the complaint in said action, except that portion thereof sold to the Defendant, Lehigh Valley Railroad Company, and the same premises and property in said judgment decreed to be sold as entirely at public auction according to the course and practice of said Court, by and under the direction of the said Frederick L. Hill, as Referee, that the said sales be made in the County of Tioga, where a portion of the mortgaged premises are situated; that said Referee give public notice of the time and place of such sale, according to law and the practice of said Court, and that any of the parties to said actions might become a purchaser or purchasers on such sale and that the said Referee execute to the purchaser or purchasers of the said mortgaged premises and property a good and sufficient deed of conveyance for the same. And whereas, the said Referee in pursuance of the order and judgment of the said Court did on the Twenty-third day of August one thousand eight hundred and ninety-five sell at public auction at the east door of the Court House in the Village and Town of Owego in the County of Tioga the premises and property in the said judgment mentioned, due notice of the time and place of such sale being first given, pursuant to the said judgment at which sale the premises hereinafter described were struck off to the said parties of the second part for the sum of One Million (\$1,000,000) Dollars, that being the highest sum bid for the same and they being the highest bidders therefore. And whereas, the said Referee did make and file his report of the said sale with the said Court on Adjourned Special Term thereof held at Chambers in the Village of Owego aforesaid, on the day and an order was thereupon on the day duly made and entered at said Special Term confirming the said sale and directing the execution and delivery by said Referee of a deed of the said premises and property.

old and hereinafter described. Now this Indenture Witnesseth, That the said Referee, the party of the first part to these presents in order to carry into effect the sale or sales made by him as aforesaid, in pursuance of the judgment and order of said court, and in conformity to the Statute in such case made and provided and also in consideration of the premises and of the said sum of money as aforesaid having been duly paid by the said parties of the second part in and after the manner provided in said judgment, the receipt whereof is hereby acknowledged, hath bargained and sold and by these presents doth grant and convey unto the said parties of the second part, their executors and assigns the said mortgaged premises and property in said judgment described, viz: All and singular the entire corporate property, real and personal, of the Southern Central Railroad Company, as well all such property as was owned, occupied, possessed or held, either by lawful or equitable title on February 1, 1882, or also all property of every name, kind or description, which was acquired by it after February 1, 1882, and particularly its entire corporate rights and franchises, its entire railroad tracks to the full width and extent thereof, in all and each of the several counties of Cayuga, Cortland, Tompkins and Seneca in the State of New York, with all branches, sidetracks, turnouts, turntables, yards, and station grounds, as hitherto and at present owned, occupied, used or possessed, with all the offices, buildings, station houses, freight houses, engine houses, sheds, water tanks and appurtenances thereunto belonging or in any wise appertaining and all such property as aforesaid, whether real, personal or mixed, which may have been acquired since said February 1, 1882, or to which said company may have lawfully or equitably become entitled, together with all and singular the rolling stock of said company, tools, equipments, implements and appurtenances, consisting of locomotives, tenders, coaches, freight cars, coal cars, wrecking cars, snow plows and shovels, rails, chains, railroad material, tools and implements, as well that possessed or owned on February 1, 1882, as all of the same thereafter owned or acquired by said company; also all and singular the vessels, barges, tug boats and apparatus of every name, kind or description, which may be owned or acquired by the said company, and also all choses in action, claims, demands, dues, contracts (subject to the conditions thereof) or rights of property owned by the said company, or to which it may be at any time lawfully or equitably entitled; Except that portion thereof sold and delivered to the Defendant, the Schuylkill Valley Railroad Company, on the 25th day of April, 1889. To have and to hold All and singular the premises and property above mentioned and described and hereby conveyed unto the said parties of the second part, their executors and assigns forever. In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

State of New York, }
 County of Seneca, } *Frederick L. Hill, Referee, (Seal)*

On this 23rd day of August, 1895, before me appeared Frederick L. Hill, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

John E. Parker, Justice Sup. Court.

Recorded Aug. 27th, 1895, at 2 P.M.

L. H. Vandick, Clerk

Simon Borg and others to Schuylkill and New York Railroad Company.	This Indenture, made this twenty-fourth day of August, in the year eighteen hundred and ninety-five, Between Simon Borg, of the City of New York, State of New York, Harry A. Hobart of the City of Paterson, State of New Jersey, and Henry E. Drinkwater, of Hanover, State of Pennsylvania, or Committee for certain of the holders of the First Consolidated Sinking Fund Bonds of the Southern Central Railroad Company of the first part and the Schuylkill and New York Railroad Company, as corporation organized under and in pursuance of the laws of the State of New York, and known as the
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<p>Simon Borg and others to Lehigh and New York Railroad Company.</p>	<p>This indenture, made this twenty-fourth day of August, in the year eighteen hundred and ninety-five, between Simon Borg, of the City of New York, State of New York, David A. Hobart of the City of Patterson, State of New Jersey, and Henry L. Drinker, of Haverford, State of Pennsylvania, as Committee for certain of the holders of the First Consolidatedinking Fund Bonds of the Southern Central Railroad Company of the first part and the Lehigh and New York Railroad Company, a corporation organized under and in pursuance of the laws of the State of New York, and having its principal office at the City of Auburn, in the State of New York, of the second part, whereas, at a sale</p>
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on foreclosure at the Village of Owego, Tioga County, New York, made under the direction of Frederick L. Hill, Esq., Referee, on the 28th day of August, 1895, and pursuant to a judgment theretofore on the 28th day of June, 1895, duly granted and entered in an action in the Supreme Court in and for Tioga County, wherein The Metropolitan Street Company of the City of New York was Plaintiff, and The Southern Central Railroad Company, Lehigh Valley Railroad Company and Donald Mackay were Defendants, the premises and property of said, The Southern Central Railroad Company, and hereinafter described were purchased by the parties of the first part, or Committee, as aforesaid, under the Reorganization Plan and Agreement set forth as part of the certificate of incorporation of the party of the second part. Now this Underwritten Witnesseth, that the said parties of the first part with the purpose of carrying in effect the said Reorganization Plan and Agreement and in consideration of the issuing and delivery to them by the said party of the second part of all of its capital stock, both preferred and common, and of the two million dollars of four per cent bonds secured by its First Mortgage upon all the premises and property, conveyed hereby as provided in said Reorganization Plan and Agreement, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and release unto the said party of the second part its successors and assigns, All the premises and property purchased by the parties of the first part on the 23rd day of August, 1895, at the foreclosure sale hereinbefore set forth in the same condition as purchased by me and described in the deed from said Referee to the parties of first part as follows, viz: All and singular the entire corporate property, real and personal, of the Southern Central Railroad Company, as well all such property as was owned, occupied, possessed or held, either by lawful or equitable title on February 1, 1882, as also all property of every name, kind or description, which was acquired by it after February 1, 1882, and particularly its entire corporate rights and franchises, its entire railroad tracks to the full width and extent thereof, in all and each of the several counties of Cayuga, Cortland, Tompkins and Tioga, in the State of New York, with all branches, side tracks, turnouts, turntables, yards, and station grounds, as hitherto and at present owned, occupied, used or possessed, with all the offices, buildings, station houses, freight houses, engine houses, sheds, water tanks and appurtenances thereunto belonging, or in any wise appertaining, and all such property as aforesaid, whether real, personal or mixed, which may have been acquired since said February 1, 1882, or to which said Company may have lawfully or equitably become entitled, together with all and singular the rolling stock of said Company, tools, implements, equipments and appurtenances, consisting of locomotives, tenders, coaches, freight cars, coal cars, wrecking cars, snow plows and shovels, rails, chairs, railroad material, tools and implements, as well that possessed or owned on February 1, 1882, as all of the same thereafter owned or acquired by said Company: Also all and singular the vessels, barges, tug boats and apparatus of every name, kind or description, which may be owned or acquired by the said Company, and also all choses in action, claims, demands, dues, contracts, (subject to the conditions thereof), or rights of property owned by the said Company, or to which it may be at any time lawfully or equitably entitled: Except that portion thereof sold and delivered to the said Defendant, the Lehigh Valley Railroad Company, on the 25th day of April 1889, it being the intent of the parties hereto that title to said premises, and property be vested hereby in the party of the second part in the same manner and at the same extent as if the name had been written into said Referee's deed thereof in place and stead of the name of the parties of the first part: Together, with the appurtenances and all the estate and right of the parties of the first part in and to said premises and property to have and to hold the above granted premises and property unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, covenant with the said party of the second part that the parties of the first part have not done, or suffered anything whereby the said premises and property have been encumbered in any

way whatever. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed & delivered in presence of Char. Rufus Knapp, State of New York, } ar.

Simon Borg (Seal)
Harriet A. Hobart (Seal)
Henry S. Drinker, (Seal) As Committee &c.

County of Cayuga, } On this 24th day of August, in the year of our Lord one thousand eight hundred and ninety-five before me personally came Simon Borg, Harriet A. Hobart and Henry S. Drinker to me personally known to be the individuals described in, and who executed the within conveyance, and severally acknowledged to me that they executed the same.
Char. Rufus Knapp, Notary Public.

State of New York, Cayuga County, Clerk's Office, ss:

I, Charles H. Adams, Clerk of the County of Cayuga and of the Supreme and County Courts therein, which are Courts of Record, and having a common seal, do hereby certify, that Char. Rufus Knapp whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, and duly authorized to take the same; and that I am well acquainted with his handwriting, and verily believe the signature to said certificate to be genuine. And I further certify that said instrument and the acknowledgment thereof are executed according to the existing laws of the State of New York. In testimony whereof, I have hereunto set my hand and affixed the Seal of said County and Court, at the City of Auburn, this 26th day of Aug. 1895.

(Seal) Ch. H. Adams, Clerk.

Recorded August 27th, 1895, at 2 P.M.

L. H. T. [Signature]

Warren H. Lyon and Emma L. Lyon his wife to John A. Dear

This Indenture, made this eighth day of January in the year of our Lord one thousand eight hundred and ninety five between Warren H. Lyon and Emma L. Lyon his wife and J. A. Dear + Mary H. Dear his wife + W. H. Besene a single man of the City of Ithaca N.Y. parties of the first part and John A.

Dear of the City of Ithaca N.Y. 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 Twenty five Dollars (\$125.00) lawful money of the United States paid by the party of the second part, do hereby remise, release, covey and confirm unto the said party of the second part his heirs and assigns forever, All that Tract or Parcel of land situated in the City of Ithaca County of Tompkins and State of New York bounded and described as follows: Being Lot No. 235 fronting on Boice St. being fifty feet front on said St. and one hundred or more feet deep with parallel lines. Also lot No. 220 fronting on Beach St. fifty feet front on said St. and 100 or more feet deep with parallel lines, also one parcel (unnumbered) fronting on Giles St. bounded on the north by Giles St. on the west by lot No. 249 on the south by lot No. 273 on the east by Orange St. Also one parcel fronting on Giles St. bounded on the north by Giles St. on the west by lot No. 177 on the south by lot No. 189 on the east by Giles St. and Beach Streets, as per survey and map made by Professor Charles Brandall and filed in Tompkins County Clerk's Office on the 7th day of December 1894. As a condition of this grant it is covenanted and agreed on the part of the grantee that intoxicating drinks shall not be manufactured, sold or given away on the premises above described; and that if said covenant is broken the above described premises shall revert to the parties of the first part their heirs and assigns forever together 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 said Warren H. Lyon does hereby covenant with said party of the second part that the said

on foreclosure at the Village of Otego, Otsego County, New York, made under the direction of Frederick L. Hill, Esq., Referee, on the 23rd day of August, 1895, and pursuant to a judgment theretofore on the 28th day of June, 1895, duly granted and entered in an action in the Supreme Court in and for Otsego County, wherein The Metropolitan Trust Company of the City of New York was Plaintiff, and The Southern Central Railroad Company, Lehigh Valley Railroad Company and Donald Mackay were Defendants, the premises and property of said, The Southern Central Railroad Company and hereinafter described were purchased by the parties of the first part, or Committee, as aforesaid, under the Reorganization Plan and Agreement set forth as part of the certificate of incorporation of the party of the second part. Now this indenture witnesseth, that the said parties of the first part with the purpose of carrying in effect the said Reorganization Plan and Agreement and in consideration of the issuing and delivery to them by the said party of the second part of all of its capital stock, both preferred and common, and of the two million dollars of four per cent bonds secured by its First Mortgage upon all the premises and property conveyed hereby, as provided in said Reorganization Plan and Agreement, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and release unto the said party of the second part its successors and assigns, all the premises and property purchased by the parties of the first part on the 23rd day of August, 1895, at the foreclosure sale hereinbefore set forth in the same condition as purchased by me and described in the deed from said Referee to the parties of first part as follows, viz: All and singular the entire corporate property, real and personal, of the Southern Central Railroad Company, as well all such property as was owned, occupied, possessed or held, either by lawful or equitable title on February 1, 1882, as also all property of every name, kind or description, which was acquired by it after February 1, 1882, and particularly its entire corporate rights and franchises, its entire railroad tracks to the full width and extent thereof, in all and each of the several counties of Cayuga, Cortland, Tompkins and Otsego, in the State of New York, with all branches, side tracks, turnouts, turntables, yards, and station grounds, as hitherto and at present owned, occupied, used or possessed, with all the offices, buildings, station houses, freight houses, engine houses, sheds, water tanks and appurtenances thereto belonging or in any wise appertaining, and all such property as aforesaid, whether real, personal or mixed, which may have been acquired since said February 1, 1882, or to which said Company may have lawfully or equitably become entitled, together with all and singular the rolling stock of said Company, tools, implements, equipments and appurtenances, consisting of locomotives, tenders, coaches, freight cars, coal cars, wrecking cars, snow plows and shovels, rails, chairs, railroad material, tools and implements, as well that possessed or owned on February 1, 1882, as all of the same thereafter owned or acquired by said Company. Also all and singular the vessels, barges, tug boats and apparatus of every name, kind or description, which may be owned or acquired by the said Company, and also all choses in action, claims, demands, dues, contracts, (subject to the conditions thereof), or rights of property owned by the said Company, or to which it may be at any time lawfully or equitably entitled: Except that portion thereof sold and delivered to the said Defendant, the Lehigh Valley Railroad Company, on the 25th day of April 1889. It being the intent of the parties hereto that title to said premises, and property be vested thereby in the party of the second part in the same manner and at the same extent as if the names had been written into said Referee's deed thereof in place and stead of the names of the parties of the first part: Together, with the appurtenances and all the estate and right of the parties of the first part in and to said premises and property to have and to hold the above granted premises and property unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, covenant with the said party of the second part that the parties of the first part have not done, or suffered anything whereby the said premises and property have been encumbered in any

way whatever. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed & delivered in presence of John Rufus Knapp, Simon Borg (Seal), Harriet A. Hobart (Seal), Harry S. Drinker, (Seal) As Committee &c.

State of New York, } County of Cayuga, } On this 24th day of August, in the year of our Lord one thousand eight hundred and ninety-five before me personally came Simon Borg, Harriet A. Hobart and Harry S. Drinker to me personally known to be the individuals described in, and who executed the within conveyance, and severally acknowledged to me that they executed the same. John Rufus Knapp, Notary Public.

State of New York, Cayuga County, Clerk's Office, as: I, Charles H. Adams, Clerk of the County of Cayuga and of the Supreme and County Courts therein, which are Courts of Record, and having a common seal, do hereby certify, that John Rufus Knapp whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, and duly authorized to take the same; and that I am well acquainted with his handwriting, and verily believe the signature to said certificate to be genuine. And I further certify that said instrument and the acknowledgment thereof are executed according to the existing laws of the State of New York. In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said County and Courts, at the City of Auburn, this 26th day of Aug. 1895.

(Seal) Ch. H. Adams, Clerk. Recorded August 27th, 1895, at 2 P.M. S. H. Van Buren (Seal)

Warren H. Lyon and Emma L. Lyon his wife to John A. Dear

This Indenture, made this eighth day of January in the year of our Lord One Thousand Eight Hundred and Ninety five between Warren H. Lyon and Emma L. Lyon his wife and D. G. Tucker + Mary H. Tucker his wife + W. H. Besnea a single man of the City of Ithaca N.Y. parties of the first part and John A. Dear of the City of Ithaca N.Y. 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 Twenty-five 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 party of the second part his heirs and assigns forever, All that Tract or Parcel of land situated in the City of Ithaca County of Tompkins and State of New York bounded and described as follows: Being Lot No. 235 fronting on Boice St. being fifty feet front on said St. and one hundred or more feet deep with parallel lines. Also lot No. 230 fronting on Beach St. fifty feet front on said St. and 100 or more feet deep with parallel lines, also one parcel (unnumbered) fronting on Giles St. Bounded on the north by Giles St. on the west by lot No. 249 on the south by lot No. 278 on the east by Orange St. Also one parcel fronting on Giles St bounded on the north by Giles St on the west by lot No. 179 on the south by lot No. 189 on the east by Giles St. and Beach Streets. as per Survey and map made by Professor Charles Brandall and filed in Tompkins County Clerk's Office on the 7th day of December 1894. As a condition of this grant it is covenanted and agreed on the part of the grantor that intoxicating drinks shall not be manufactured, sold or given away on the premises above described; and that if said covenant is broken the above described premises shall revert to the parties of the first part their heirs and assigns forever Together 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 said Warren H. Lyon does hereby covenant with said party of the second part that the said

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 right-of-way and lands of the branch line of railroad known as the Elmira, Cortland and Northern Branch 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:

<u>Grantor</u>	<u>Deed Date</u>	<u>Recorded</u>	
		<u>Tompkins County Deed Book</u>	<u>Page</u>
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
John Snyder et ux	4-23-1871	5	126
William Sherwood et ux	10-12-1870	6	15
Hiram E. Tallmadge	5- 4-1871	6	17
Elizabeth Snyder et al	10- 1-1870	6	20
Alviras Snyder et ux	9-20-1870	6	19
Bertrand Rhodes et ux	10-21-1870	6	21

see Misc. BK. 59 pg. 195 see Rel. of Mineral Rights in Deed BK. 900 pg. 158

<u>Grantor</u>	<u>Deed Date</u>	Recorded	
		<u>Tompkins County Deed Book</u>	<u>Page</u>
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	9
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:

<u>Grantor</u>	<u>Deed Date</u>	Recorded	
		<u>Tompkins County Deed Book</u>	<u>Page</u>
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	9- 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:

<u>Grantor</u>	<u>Deed Date</u>	Recorded	
		<u>Tompkins County Deed Book</u>	<u>Page</u>
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.

Being all of the same premises acquired by The Southern Central Railroad Company by the following deeds:

<u>Grantor</u>	<u>Deed Date</u>	Recorded	
		<u>Tompkins County Deed Book</u>	<u>Page</u>
Jackson Jameson et ux	3-25-1869	3	578
Joseph McGraw et ux	8-10-1869	4	48
Jacob Updike et ux	9-11-1868	3	499
Lawrence Lynaugh et ux	10- 9-1869	2	481
Levi Rummer et ux	4-12-1869	3	575
Edward Welch et ux	3-24-1869	4	28
James Lormor et ux	9-23-1869	4	71
Julius M. Shaver et ux	8-10-1869	4	47

<u>Grantor</u>	<u>Deed Date</u>	<u>Recorded</u>	
		<u>Tompkins County</u> <u>Deed Book</u>	<u>Page</u>
M. D. Shaver et ux	8-28-1869	4	50
A. Underwood et ux	9-25-1869	4	65
John Steele et ux	1-28-1868	3	549
Thos. Mineah et ux	3- 1-1869	4	27
Gilbert A. Wilson et ux	1-12-1868	4	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.

- 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.
- 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 Post 55.344 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.

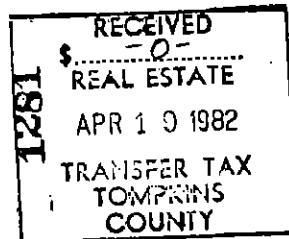
TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein 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.

ROBERT C. HALDEMAN, TRUSTEE
OF THE PROPERTY OF LEHIGH
VALLEY RAILROAD COMPANY, Debtor

Robert C. Haldeман



STATE OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this 12th day of April 1982

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.



Leona Myles

LEONA MYLES, Notary Public
Salisbury Twp. Lehigh 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:
Recorded on the 19 Day of April 1982
11:28 o'clock AM, in Liber 588 of Book
at Page 546 and examined.
Quillen Ginnell Clerk

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QUITCLAIM DEED

THIS INDENTURE, made the 21st day of April, 1982, between MAHLON R. PERKINS, 20 West Main Street, Dryden, New York 13053, party of the first part, and

PAUL E. COOK and BETTY J. COOK, 114 Irish Settlement Road, 1261 Dryden, New York 13053,

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 assigns forever,

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DRYDEN, 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 those portions of the above described premises which lie within the bounds of the public road.

FURTHER SUBJECT to all those restrictions, reservations, easements, rights of way or exceptions as contained in the deed to the grantor herein dated April 12, 1982, and recorded 588 19, 1982, in Liber 588 of Deeds at page 416 in the Tompkins County Clerk's Office, and FURTHER SUBJECT to the permanent easement granted to the Town of Dryden for the installation and maintenance of sewer and water lines and other public utility purposes as more particularly set forth in an instrument dated April 20, 1982, and recorded April 21, 1982, in Liber 588 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 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, or adjacent lands to the property conveyed herein.

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

Mahlon Perkins
MAHLON R. PERKINS

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On this 21st 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 Instrument, and he acknowledged to me that he executed the same.

Notary Public, State of New York

Qualified to receive acknowledgments
Term Expires 1983

Chris P. Baird
NOTARY PUBLIC

SCHEDULE V-5

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)

1387	RECEIVED
	\$ 53
	REAL ESTATE
	APR 23 1982
	TRANSFER TAX TOMPKINS COUNTY

Tompkins County, ss: *23* Day of *April* 19 *82*
 Recorded on the *11:15* o'clock *A* M, in Liber *588* of *Needs*
 at *696* and examined.
Randall, [Signature]

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USDA-FmHA
Form FmHA 427-1 NY & VI
(Rev. 4-9-79)

Position 3

REAL ESTATE MORTGAGE FOR NEW YORK
AND VIRGIN ISLANDS

BX 416

THIS MORTGAGE, is made and entered into by PAUL E. COOK and BETTY J. COOK

residing in Tompkins County or Judicial Division, whose post office address
is R.D.#1, Irish Settlement Road, Dryden, New York 13053
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) 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
7/10/80	\$34,000.00	10%	7/10/2020

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note 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 statute administered by the Farmers 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 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 contract 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 pursuant to 42 U.S.C. §1490a.

And the debt 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 authorized 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) 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 prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Tompkins, State of New York, ~~and as more particularly set forth in Schedule A which is attached hereto and made a part hereof by reference.~~

FORM 430 PAGE 713

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate 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 follows:

PARCEL 1: BEGINNING at a point in the centerline of South George Road (Willow Glen-Freeville Highway), said point being northerly a distance of 1,123.5 feet along said centerline from its intersection with the centerline of New York State State Route 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 Marian G. Rice (see Liber 264 of Deeds at page 431 in the Tompkins County Clerk's Office); proceeding thence north 1,610 feet along said Rices' east line to a southerly line of premises now or formerly of George Junior Republic; proceeding thence east along said George Junior Republic's southerly line for a distance of 1,360 feet to a square stone 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 the said old "Creek Road" to a point marking 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 thence southeasterly along the centerline of said highway to "Updike'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 presently used for railroad purposes.

PARCEL 2: BEGINNING at a point in the centerline of New York State Route 13 (Ithaca-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 said centerline from its intersection with the centerline 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 at page 198 in said 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 16 feet; proceeding thence north along the west line formerly of Woolley 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 approximately 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 approximately 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 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 south for a distance of 951.72 feet to a point marked by an iron pipe marking the northwest corner of lands now or formerly of the Willow Glen 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 cemetery 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 thence 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 State Route 13; proceeding thence easterly along the centerline of New York State Route 13 for a distance of approximately

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 premises, the following tracts or parcels of land:

Parcel A: BEGINNING at the southeast corner of parcel 1 hereinabove described and running thence north for a distance of 660 feet along the centerline of South George Road (Willow Glen-Freeville 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 pipe in the westerly bounds of the road) to the point or place of beginning.

Parcel B: BEGINNING at a point in the centerline of George Road, said point or place of beginning being the northeast corner of 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 feet 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 centerline N 7°58'26" E for a distance of 500.94 feet 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 thence N 54°32'16" W for a distance of 576.26 feet to a point in the centerline of Virgil Creek; proceeding thence 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; proceeding 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 distance of 1,031.96 feet to a point marked by an old elm 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 2°47'35" 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 point in the center line of New York State Route 13; proceeding thence along said center line S 82°09'56" E for a distance of 249.24 feet to a point; proceeding thence N 4°34'57" E and passing through a point marked by a 5/8" pin at 24.35 feet for a total distance of 129.38 feet to a point; proceeding thence S 82°09'56" E for a distance of 16.00 feet to a point marked by a 3/4" pin; proceeding thence N 2°47'35" E for a distance of 988.89 feet to a point marked by a 1-1/2" pin; proceeding thence S 82°47'45" E for a distance of 221.54 feet to a point marked by an iron pipe; proceeding thence N 4°25'48" E for a distance of 659.18 feet to a point marked by an iron pipe; proceeding thence S 84°25'37" E and passing through a point marked by an iron pipe at 209.90 feet for a total distance of 237.25 feet to the point or place of beginning.

Parcel B which is excepted and reserved is more particularly shown on a survey map entitled "Survey for James W. & Caroline B. Holman" made by George Schlecht, L.S. and dated 2/28/80 and revised 6/3/80 which map is incorporated herein by reference and is to be filed in the Tompkins County Clerk's Office.

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. 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 Deeds at page 899.

There is also conveyed by this instrument a right of way along the old "Crsek Road" for purposes of ingress and egress 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.

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

BEING the same premises conveyed to Paul E. Cook and Betty J. Cook by James W. Holman and Caroline B. Holman by deed dated June 23, 1980 and to be recorded in said Clerk's Office simultaneously 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 Military Lots 47 and 57 of said Town, bounded and described as follows

BEGINNING at the intersection of the south line of Lot 47 (also being the north line of said Lot 57) at its intersection with the center line of present County Road number 162A (now or formerly known as the Cramer 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. Sperry, et al. by deed dated March 18, 1884 and recorded in the Tompkins County Clerk's Office in Book 8 of Dryden 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; running thence northerly along 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 conveyed by the mortgagors herein to John and 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 south line of said Malison parcel 1,000 feet to a stake marking the southeast corner thereof; running thence north along the east line of said Malison parcel 233 feet to the center line of Ferguson Road; running thence east along said center line 19 feet to the northwest corner of premises conveyed by the mortgagors herein to Regina O. Glady (Book 446 of Deeds at page 420); running thence south along the west line of said Glady parcel approximately 390 feet to an iron pipe; running thence

east along the south line of said Gladu parcel approximately 190 feet to an iron pipe marking the southeast corner thereof; running thence north along the east line of said Gladu parcel approximately 390 feet to the center line of Ferguson Road; running thence east along the said 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 Phillips south line 37 rods to lands formerly of Elias W. Cody; running thence southerly along the west line of said Cody premises to a point 52 feet northerly from the center line of said common 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 Ferguson Road; running thence easterly along the center line of said Ferguson Road approximately 666 feet to the northwest corner of the 58 acre parcel formerly owned by John Taylor and more recently of Hoy; running thence southerly 31.5 rods to the former north line of the States Hundred acres; running thence easterly along the north line of the 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 west along said lot line approximately 15 chains 82 links to the southwest corner of the States Hundred acres and the southeast corner of premises now or formerly of Carpenter; running thence north along the west line of the States Hundred acres and the east line of said Carpenter premises approximately 600 feet to the southeast corner of premises now or formerly of Stanley W. and Eleanor Shaw (Book 368 of Deeds at page 124); running thence around the Shaw parcel the following courses and distances: north 8 degrees 47 minutes east 793.7 feet; north 36 degrees 53 minutes west 782.7 feet; south 13 degrees 51 minutes west 293.5 feet; north 89 degrees west 185.8 feet to a point in the center line of said County Road 162A; running thence south along said center line 6 degrees 1 minute west 340 feet; continuing thence along said center line south 4 degrees 46 minutes east 211.7 feet to the northernmost corner of premises now or formerly of Fred E. and Margaret E. Cape (380 Deeds, page 264); running thence southwesterly along the northwesterly line of said Cape premises 220 feet; running thence westerly along the north line of said Cape premises 100 feet; running thence southerly along the west line of said Cape premises 440 feet; running thence easterly 350 feet to the southeast corner of said Cape premises and the southwest corner of said Carpenter premises; continuing thence easterly along the south line of said Carpenter premises approximately 14 rods to the place of beginning.

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 easements and rights of way of record granted to public utility corporations insofar as they may effect the above described premises.

EXCEPTING AND RESERVING, however, from the premises described in Parcel 3, the following tracts and parcels of land:

Parcel C: situated 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 feet south of the north line of Lot #57; proceeding thence along the center line of Irish Settlement Road south 12° 10' 29" east for a distance of 64.99 feet 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 southeast corner of the mortgage herein; proceeding thence north 86° 49' 50" west

and passing through a set pipe at 41.41 feet for a total distance of 267.30 feet to a spike set in the crotch of a 12" twin cherry tree; proceeding thence north 3° 10' 10" east for a distance of 201 feet to a set pipe; proceeding thence south 86° 49' 50" east and passing through a set pipe at 164.57 feet, for a total distance of 203.21 feet to the point or place of beginning, containing 1.077¹ acres of land.

REFERENCE is hereby made to a survey entitled "Map 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 and Associates, P.C., which survey was recorded in the Tompkins County Clerk's Office on December 14, 1978 in Liber 568 of Deeds at page 749, and is incorporated herein by reference and more particularly describes Parcel 1 above excepted and reserved.

Parcel D: situate in Lot No. 57 in said town and BEGINNING at a point in the center line of Irish Settlement Road, said point or place of beginning being located S 9° 59' 30" E a distance of 92.5¹ feet from the intersection of said center line and the north line of Lot 57; proceeding thence along said center line S 9° 59' 30" E for a distance of 206.42 feet to a point marked by a set nail 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 a point marked by a set iron pipe proceeding thence N 3° 10' 10" E for a distance of 201.00 feet to a point marked by a set iron pipe; proceeding thence S 86° 49' 50" E and passing through a point marked by a set pipe at 191.45 feet for a total distance of 230.00 feet to the point in said center line, being the point or place of beginning and being marked by a set nail.

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 and 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 a portion of premises conveyed to the mortgagors herein by deed dated May 2, 1962 and recorded in said Clerk's Office on May 4, 1962 in Liber 439 of Deeds at page 882.

With respect to Parcel 3, this mortgage is junior and subordinate to the following mortgages held by the Farmers Home Administration United States Department of Agriculture recorded in the Tompkins County Clerk's Office:

Dated 11/4/65, recorded 11/4/65 in Liber 329 Mortgages pg. 778;
 Dated 6/14/73, recorded 6/14/73 in Liber 367 Mortgages 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.

(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 rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby 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 regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) 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 Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (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 application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(24) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required, and crops growing or to be grown on the above-described real estate.

RECEIVED \$ -0- SPECIAL
ADDITIONAL TAX AND \$ -0- BASIC

MORTGAGE TAX THIS 10 DAY

OF July 19 80

Quilla Simmell
TOMPKINS COUNTY CLERK'S OFFICE

FILED
JUL 10 1 21 PM '80
TOMPKINS COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 10 day

of July 19 80.

In the presence of

(Witness)

Paul E. Cook (SEAL)

(Witness)

Betty J. Cook (SEAL)

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF TOMPKINS

On the 10th day of July 19 80, before me, came

PAUL E. COOK and BETTY J. COOK to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me

that they executed the same for the purposes therein contained.

(SEAL)

Notary Public
MAYLON E. PERRY

Tompkins County Commission expires 10 day of July 19 80.
Recorded on the 12th day of July 1980 at 1:13 P.M. in Lib. of Tompkins County at Tompkins County Clerk's Office.

Notary Public State of New York
No. 25052
Qualified in Tompkins County
Commission Expires March 30, 1981

Handwritten signature: Paul E. Cook

0727

GEN

Form U.S. 1180

THIS AGREEMENT, made and entered into this 18th day of Feb. A.D. 19 82, by and between

Paul E. Cook & Betty J. Cook
R.O. 1 Dryden, NY 13053 hereinafter called the Lessor

and Ohio Oil & Gas, RO#1, Fowler, Ohio 44118 the Lessee
1. WITNESSETH that the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either in and under the lands hereinafter described, together with the exclusive rights to drill for produce and market oil and gas and their constituents, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport from across and through said lands oil and gas and their constituents from the subject and other lands and to possess, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands the above-named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities thereon, or operations are maintained on all of that certain tract of land situated in

38-1-3.1 Sec. No: 47-1-3.2 Town of Dryden County of Tompkins

and State of New York bounded substantially as follows:
On the North by the lands of Republic
On the East by the lands of Carpenter
On the South by the lands of Pi Tenger
On the West by the lands of Yellow Barn Development

containing Five Hundred Seventy Five (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 lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found 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 feet 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 deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the full market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within twelve months from this date or pay to Lessor Five Hundred Seventy Five Dollars (\$575.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph #3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph #1 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days' written notice of his failure to pay said rentals and they are not paid 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 premises 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 thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as aforesaid, and the award to such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands 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 thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above-described and the measurements and regulations shall be by meter and regulators set at the tap 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 relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinafter provided by injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to first year's rental if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinafter specified shall be located on the other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinafter provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage 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; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purpose and there shall be no other well located thereon, the rental for such use shall be the land rental hereinafter provided. All land 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 lands to form an oil and gas development unit of not more than six hundred forty (640) acres for the purpose of drilling a 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 provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; 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 provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the 1/8 oil and gas royalty hereinafter provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinafter provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well to offset producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described, then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payments of all moneys due on this lease may be made by cash or check, to Paul E. Cook by deposit to the credit of Same and mailed to Same

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, or of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinafter set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

12. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described: Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any additions to the above agreement that are noted below are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:

Eric E. Nelson
Eric E. Nelson

PAUL E. COOK
SS# 095-28-9347
Betty J. Cook
Betty J. Cook
SS# 074-28-9925

CORPORATION BY SUBSCRIBING WITNESS:

STATE OF _____)
COUNTY OF _____) ss.:

On this _____ day of _____, 198____, before me came _____ personally known to me to be the subscribing witness within named, who, being by me sworn, did depose and say: That (s)he knows _____ and _____ the _____ and _____ respectively, of _____ the above named corporation, who acknowledged to (him) (her) that they did execute the instrument far and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth. That they acknowledged to (him) (her) that they are the officers of said corporation as stated above. (He) (She) acknowledges that (he) (she) was present and saw the said _____ and _____ executed the same, and that they acknowledged to (him) (her), the said _____ that they executed the same, and that (he) (she), the said _____ thereupon subscribed (his) her) name as a witness thereto.

Notary Public - State of _____
Commission Expires: _____

INDIVIDUAL BY SUBSCRIBING WITNESS:

STATE OF New York)
COUNTY OF Tompkins) ss.:

On this 18th day of February, 1982, before me came Eric E. Nelson personally known to me to be the subscribing witness within named, who, being by me sworn, did depose and say: That (he) (she) resides at Ballston Spa, New York that (he) (she) knows Paul E. and Betty J. Cook the grantor(s), within named, knows (them) (him) (her) to be the grantor(s) who (is) (are) described in, and who executed the within instrument, that (he) (she) was present and saw the said Paul E. and Betty J. Cook execute the same, and that (they) (he) (she) acknowledged to (him) (her), the said Eric E. Nelson that (they) (he) (she), the said grantor(s), executed the same, and that (he) (she), the said Eric E. Nelson thereupon subscribed (his) (her) name as a witness thereto.

Doris Clark Ashcraft
Notary Public - State of _____
Commission Expires: _____

Doris Clark Ashcraft
Notary Public State of New York
County of Washington
Commission Expires March 30, 1983

Tompkins County, ss:
Recorded on the 16 Day of March, 1982 at
11:15 o'clock PM in Liber 587 of 1288
at Page 107.5 and examined
Dorothy Annall Clerk

FILED
MAR 16 11 15 AM '82
TOMPKINS COUNTY
CLERK'S OFFICE

OIL AND GAS LEASE

From _____ To _____
Part Office _____
Date _____ Term _____ Years _____
Location _____
Rec'd by Recorder _____
Recorder _____
Book _____ Page _____
County Recorder _____

OHIO OIL & GAS
Box 204
Argyle, N.Y. 12809

REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE, is made and entered into by Paul E. & Betty J. Cook

residing in Tompkins County, whose post office address

is R. D. #1, Irish Settlement Road, Dryden, NY 13053
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 indebted 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, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
4-18-85	\$33,557.80	5%	4-18-2020
4-18-85	\$41,841.35	5%	4-18-2013
4-18-85	\$25,815.86	5%	4-18-2013
4-18-85	7,755.05	5%	4-18-2005

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will 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 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 statute administered by the Farmers 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 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 contract 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 pursuant to 42 U.S.C. §1490a.

And the debt 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 authorized 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 laws involved:

NOW, THEREFORE, (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 prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Tompkins, Town of Dryden, State of New York.

ALL THE PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HOME ADMINISTRATION dated 7-10-80, recorded in the Tompkins County Clerk's Office 7-10-80, book 430, page 733

... 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 loan 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, executors, administrators, successors and assigns **COVENANTS AND AGREES** 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 insurer 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 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 any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances 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 designated 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, liens, judgments, encumbrances, assessments lawfully attaching 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 receipts evidencing such payments.

(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 repairs required by the Government; operate 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 waste, lessening 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 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 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 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, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.

(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 declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption 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 must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, interests or consummate, of descent, dower, and curtesy.

(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 rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby 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 regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) 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 Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (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 application thereof to any person or circumstance is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that the provisions hereof are declared to be severable.

(24) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

(25) The promissory notes described on the face of this instrument are given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described notes or assumption agreements dated 7-10-80 in the amount of \$10,000, 7-10-80 in the amount of \$48,424.31, 11-4-65 in the amount of \$19,280.00 and 11-4-73 in the amount of \$30,000.00.

APR 19 2 41 PM '85
TOMPKINS COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 18 day

of April, 19 85 RECEIVED \$ Exempt SPECIAL
In the presence of Paul E. Cook ADDL TAX AND \$ Exempt BASIC (SEAL)
Betty J. Cook MORTGAGE TAXES 19th DAY
of April 1985 (SEAL)
BETTY J. COOK

ACKNOWLEDGMENT Rachel L. Pierce
TOMPKINS COUNTY CLERK

STATE OR TERRITORY OF New York
COUNTY OF Tompkins

On the 18th day of April, 19 85, before me, came

Paul E. Cook & Betty J. Cook
to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that Paul E. Cook executed the same for the purposes therein contained.

(SEAL) BETTY J. COOK Notary Public, State of New York
Betty J. Cook Notary Public

Tompkins County Commission expires 19 85 at 2:41 o'clock P.M. in Liber 477 of 1985 at Page 287 and 1 Rachel L. Pierce Clerk 17.00 Basic Special Exempt Retyping to FHA Dale Coates

97 1019

REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE, is made and entered into by Paul E. & Betty J. Cook

residing in Tompkins County, whose post office address

is R.D. #1, Irish Settlement Road, Dryden, NY 13053
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 indebted 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, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
4-18-85	\$ 5,110.62	10%	4-18-2000
4-18-85	37,863.44	3%	4-18-2018
4-18-85	22,354.01	7%	4-18-2000
4-18-85	79,760.62	8%	4-18-2018
4-18-85	7,710.38	3%	4-18-2000
4-18-85	157,000.00	7%	4-18-1991

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will 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 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 statute administered by the Farmers 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 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 constitute 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 contract 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 pursuant to 42 U.S.C. §1490a.

And the debt 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 authorized 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 laws involved:

NOW, THEREFORE, (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 prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by the Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Tompkins, Town of Dryden State of New York.

ALL THE PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HOME ADMINISTRATION dated 7-10-80, recorded in the Tompkins County Clerk's Office 7-10-80, Book 430, Page 713

together with all rights, interests, easements, hereditaments and appurtenances thereto 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 loan 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, executors, administrators, successors and assigns **COVENANTS AND AGREES** 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 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 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 any other amounts including advance for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for 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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(5) All advances 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 designated 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 purpose authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, assessments lawfully attaching 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 receipts evidencing such payments.

(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 repairs required by the Government; operate 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 waste, lessening 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 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 expense reasonably necessary 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 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, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.

(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 declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expense for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws: (a) providing for valuation, appraisal, homestead or exemption 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 must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, and curtesy.

(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 rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby 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 regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) 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 Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (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 application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(24) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

APR 19 2 48 PM '85
TOMPKINS COUNTY
CLERK'S OFFICE

RECEIVED \$ Exempt SPECIAL
ADD'L TAX AND \$ Exempt BASIC
MORTGAGE TAX THIS 19th DAY
OF April 19 85
Rachel A. Pieme
TOMPKINS COUNTY CLERK

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 19 day of April, 19 85

In the presence of
Paul E. Cook (SEAL)
Betty J. Cook (SEAL)

ACKNOWLEDGMENT

STATE OR TERRITORY OF New York
COUNTY OF Tompkins

On the 18th day of April, 19 85, before me, came

Paul E. Cook - Betty J. Cook
to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that Betty Cook executed the same for the purpose therein contained.

(SEAL)

BETSEY VAN SICKLE
Notary Public, State of New York
Exp. 12-31-89

Betsey Van Sickle
Notary Public

My commission expires

Recorded on the 19th

at 9:20 o'clock P. M., in Lib.

at Page 271

1985

Day of April

1985

of 177

of Mortgages

and returned

Rachel A. Pieme, Clerk

Rec'd 17.00
Base & exempt
Special
Return, FHA
Dall coats

Easement

LEADER 613 PAGE 896

The Undersigned, hereinafter called the Grantor(s), being the owner of or having an interest in land situate in the Town of Dryden County of Tompkins State of New York, fronting on the street or highway known as NYS Route 13 and bounded westerly by the land of Willoughby Cemetery and easterly by the land of Joseph Comelocki

In 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 Town of Dryden, (no street address), County of Tompkins, State of New York, herein called the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege, and authority at anytime 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 appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon and over said land and property and for 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, situate, lying and being as follows:

A stub pole to be located about 51 feet northerly from the center of NYS Route 13 and adjacent to grantor's westerly property line.

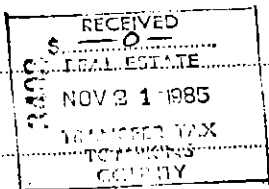
Together with free ingress and egress for all the above purposes including the right now and from time to time to trim, cut, burn and remove by manual, mechanical or chemical means trees, brush and other obstructions within said easement and right of way.

Provided, 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.

Reserving however, to the Grantor(s) the right to cultivate the ground between said poles 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, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of _____ feet or more from Grantee's aerial wires with equipment or otherwise.

In Witness Whereof, the Grantor(s) hereunto set their hands and seals this 11th day of October, 1985

In Presence of:



Address: 114 Dutch Settlement Road Dryden, NY 13053 (L.S.)
Beth J. Cook (L.S.)
Address: (L.S.)
Address: (L.S.)
Address: (L.S.)

NEW YORK STATE ELECTRIC & GAS CORP. ITHACA DOCUMENT FILE

Ithaca RWC-60

(Corporate Acknowledgment With Seal)

Equipment

Line 26
Auth 43055-900 Paid No. 143
Area cost center number 43-70
Construction W. O. No. 43145-701

Paul E. Cook
Betty J. Cook

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated October 11, 1985

(Subscribing Witness Acknowledgment)

State of New York
County of *Tioga*

On this 11th day of October, 1985, before me personally came Paul E. Cook and Betty J. Cook, the subscribing witnesses to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at

in the
of
that he knew

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time, subscribed his name as witness thereto.

Bonnie M. Moland
Notary Public, State of New York
No. 4761419
Qualified in Tioga County 8/6
Commission Expires March 30, 1986

(Corporate Acknowledgment With Seal)

State of *New York*
County of *Tioga*
On this 11th day of October, 1985, before me came Paul E. Cook and Betty J. Cook, the subscribing witnesses to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at

in the
of
that he knew

to be the individual described in and who executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

NOV 18 1985

RETURN TO
CORPORATE RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 287
ITHACA, NEW YORK 14851

Temples County, Va. 21st
Recorded on the 21st day of November, 1985
19:42 o'clock A.M. in this office
at Page 897 of Volume 613 of Deeds
Spencer A. L. Leland, Clerk

CF 2691 REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE, is made and entered into by Paul E. and Betty J. Cook

residing in Tompkins County, whose post office address

is RD #1, Irish Settlement Rd., Dryden, NY 13055

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 indebted 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, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
December 21, 1988	\$134,721.66	4 1/2%	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 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 statute administered by the Farmers 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 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 contract 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 pursuant to 42 U.S.C. §1490a.

And the debt 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 authorized 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 laws involved.

NOW, THEREFORE, (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 prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

TOMPKINS, State of New York

ALL THAT PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HOME ADMINISTRATION dated 7/10/80, recorded in the Tompkins County Clerk's Office 7/10/80, in Book 430, Page 713. This property is located in Town of Dryden, County of Tompkins.

RECEIVED \$ Exempt SPECIAL
ADDT. TAX AND \$ Exempt BASIC
MORTGAGE TAX THIS 4 DAY
OF January 19 89
Rachel A. Pines
TOMPKINS COUNTY CLERK

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 loan 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, executors, administrators, successors and assigns COVENANTS AND AGREES 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 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 Government, as collection agent for the holder.

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(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.

(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 bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption 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 must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, and curtesy.

(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 rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby 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 regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) 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 Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (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 application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(24) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required, and crops growing or to be grown on the above-described real estate.

(25) This mortgage also secures any extensions, renewals, resamortizations or rescheduling of the note.

(26) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7CFR Part 1940, Subpart G., Exhibit M.

(27) This is a collateral mortgage being filed to further secure to real estate a promissory note of \$134,721.66 dated December 21, 1988.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 21

of December, 1988.

In the presence of

RECEIVED
TOMPKINS COUNTY CLERK
DEC 21 1988

CO. NY
TOMPKINS

Paul E. Cook
PAUL E. COOK

Betty J. Cook
BETTY J. COOK

ACKNOWLEDGMENT

STATE OR TERRITORY OF NEW YORK

COUNTY OF TOMPKINS

On the 21 day of December, 1988, before me, came

Paul E. and Betty J. Cook

to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me

that they executed the same for the purposes therein contained.

(SEAL) DALE E. CONTE
Notary Public, State of New York
Tompkins County, NY
My commission expires 12/31/92

My commission expires #5727210

Notary Public

U.S. GOVERNMENT PRINTING OFFICE: 1987

RECORDED TO: USDA - FRUIT - TOMPKINS COUNTY - 903 HOWLAND RD. ITHACA, NY 14850

1988
12
21
Day of
December
1988
and examined
at page 1030

Client

LIBR 585 PAGE 680
USDA-FmHA
Form FmHA 427-1 NY
(Rev. 6-90)

Position 5

MAILED 5 exempt SPECIAL

6411 CH 1363

ADDITIONAL TAX AND \$ exempt BASIC

REAL ESTATE MORTGAGE FOR NEW YORK MORTGAGE TAX THIS 24th DAY

THIS MORTGAGE, is made and entered into by Paul E. and Betty J. Cook } August 19 90

Rachel J. Pierce

TOMPKINS COUNTY CLERK

residing in Tompkins County, whose post office address

is RD #1, Irish Settlement Rd., Dryden, NY 13053

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 indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture 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 Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount Plus Non-Capitalized Interest</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 23, 1990	\$126,784.27	6%	August 23, 2005

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1951 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased 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 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 statute administered by the Farmers 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 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 contract 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 pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

And the debt 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 authorized 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 laws involved:

NOW, THEREFORE, (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 prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Tompkins

State of New York.

ALL THAT PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HOME ADMINISTRATION dated 7/10/80 and recorded in the Tompkins County Clerk's Office 7/10/80 in Book 430, Page 713. This property is located in the Town of Dryden, County of Tompkins.

FmHA 427-1 NY (Rev. 6-90)

[Faint, mostly illegible text, likely the main body of a legal document or contract.]

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), 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 loan 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, executors, administrators, successors and assigns **COVENANTS AND AGREES** 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 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 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 any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances 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 designated 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, liens, judgments, encumbrances, assessments lawfully attaching 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 receipts evidencing such payments.
- (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 repairs required by the Government; operate 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 waste, lessening 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 except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations effecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary 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 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, 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, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgage hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.
- (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 bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption 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 must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, and curtesy.

(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 rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby 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) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to the excessive erosion of highly erodible land or to the conversion of wetlands to product an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) 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 Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (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: (24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter acquired; and crops growing or to be grown on the above-described real estate.

(26) That the mortgagor will receive the advances secured hereby and will hold the right to receive such advances subject to the trust fund provisions of Section 13 of the lien law.

(27) This is a collateral mortgage being filed to further secure to real estate a promissory note of \$126,784.27 dated August 23, 1990.

(28) This mortgage also secures any extensions, renewals, resamortizations or rescheduling of the note.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 23rd day

of August 23, 1990

in presence of

Paul E. Cook (SEAL)
PAUL E. COOK

Betty J. Cook (SEAL)
BETTY J. COOK

ACKNOWLEDGMENT

STATE OR TERRITORY OF NEW YORK

COUNTY OF TOMPKINS

On the 23rd day of August, 1990

before me, came Paul E. and Betty J. Cook

to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein contained.

(SEAL) DALE S. COATS
Notary Public, State of New York
Qualified in Tompkins County
My commission expires Mar 31, 1992

282 04 085 #592710

Tompkins County, NY
Recorded on the 24th day of August 1990
at 1:57 o'clock PM
at page 683
of Liber 385
of Mortgage
Paul E. Cook

TOMPKINS COUNTY
CLERK'S OFFICE
Aug 24 2 54 PM '90
FILED

REVENUE: FANFA 903 HANNAH-MR. ISHCOCA 14850
Base & Sp. Tax exempt

REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE, is made and entered into by PAUL E. COOK AND BETTY J. COOK

residing in TOMPKINS (J) 3739 County, whose post office address

is R. O. #1, IRISH SETTLEMENT ROAD, DRYDEN, NEW YORK 13053

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 indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture 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 Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount Plus Non-Capitalized Interest	Annual Rate of Interest	Due Date of Final Installment
February 4, 1993	\$35,622.44*	3%	January 16, 2018
February 4, 1993	\$34,381.35*	5%	July 10, 2020
February 4, 1993	\$25,076.34*	5%	July 14, 2013
February 4, 1993	\$40,726.75*	5%	September 20, 2013
February 4, 1993	\$88,052.26*	8%	January 16, 2018
February 4, 1993	\$ 6,322.95*	5%	November 4, 2005

SEE ATTACHED "SCHEDULE A" FOR ADDITIONAL NOTES.

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1951 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased 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 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 statute administered by the Farmers 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 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 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 insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§1472(g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

And the debt 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 authorized 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 laws involved.

NOW, THEREFORE, (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 prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

TOMPKINS

State of New York.

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 JULY 10, 1980 IN BOOK 430, PAGE 713, THIS PROPERTY IS LOCATED IN THE TOWN OF DRYDEN, COUNTY OF TOMPKINS.

COOK, PAUL E. & BETTY J.

LIPER 730 PAGE 52

"SCHEDULE A"

<u>DATE OF INSTRUMENT</u>	<u>PRINCIPAL AMOUNT PLUS NON-CAPITALIZED INTEREST</u>	<u>ANNUAL RATE OF INTEREST</u>	<u>DUE DATE OF FINAL INSTALLMENT</u>
February 4, 1993	\$139,801.87 ^e	5%	February 4, 2008
February 4, 1993	\$ 24,548.26 ^e	6.5%	February 4, 2008
February 4, 1993	\$ 4,960.87 ^a	6.5%	February 4, 2008
June 14, 1973	\$ 5,000.00	5%	June 14, 2006

"SCHEDULE B"

(27) The Promissory Notes described on the face of this instrument and on "Schedule A" and identified by * are given to reschedule or reamortize but not in satisfaction of the unpaid principal and interest on the following described notes or assumption agreements:

<u>FACE AMOUNT</u>	<u>INTEREST RATE</u>	<u>DATE</u>	<u>ORIGINAL BORROWER</u>	<u>LAST INSTALLMENT DATE</u>
\$37,863.44	3X	4/18/85	PAUL E. & BETTY J. COOK	JANUARY 16, 2018
\$34,381.33	5.25X	4/18/85	PAUL E. & BETTY J. COOK	JULY 10, 2020
\$25,815.86	5X	4/18/85	PAUL E. & BETTY J. COOK	JULY 14, 2013
\$41,841.33	5X	4/18/85	PAUL E. & BETTY J. COOK	SEPTEMBER 20, 2013
\$81,781.99	8X	4/18/85	PAUL E. & BETTY J. COOK	JANUARY 16, 2018
\$ 7,755.05	5X	4/18/85	PAUL E. & BETTY J. COOK	NOVEMBER 4, 2005
\$126,784.27**	6Z	8/23/90	PAUL E. & BETTY J. COOK	AUGUST 23, 2005
\$22,354.03	7.25X	4/18/85	PAUL E. & BETTY J. COOK	APRIL 18, 2000
\$ 5,110.61	10.25X	4/18/85	PAUL E. & BETTY J. COOK	APRIL 18, 2000

**INCLUDES NON-CAPITALIZED INTEREST

(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 rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to the excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) 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 Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (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:

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

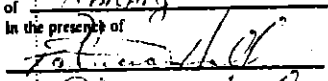
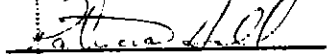
(26) This mortgage also secures any extensions, renewals, reamortizations or rescheduling of the notes.


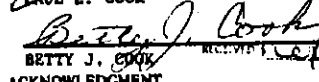
SEE ATTACHED "SCHEDULE B" FOR PROVISION # (27).

Copy of ...
 19.93
 Aurora R. Valente
 FEB 5 1993
 Notary Public
 State of New York
 My commission expires 1/1/94

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 4th day

of February, 1993.

In the presence of



 (SEAL)
 PAUL E. COOK
 (SEAL)
 BETTY J. COOK
 RECEIVED BY Intercept SPECIAL
 ACKNOWLEDGMENT
 ADD'L TAX AND S Intercept BASIC
 MORTGAGE TAX THIS 5 DAY

Aurora R. Valente

STATE OR TERRITORY OF NEW YORK
 COUNTY OF TOMPKINS

On the 4th day of FEBRUARY, 1993, before me, came

PAUL E. COOK AND BETTY J. COOK
 to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that THEY executed the same for the purposes therein contained.

(SEAL) Notary IVAN E. COMBS Notary Public
 My commission expires 1/1/94
#514210

U.S. Government Printing Office: 1989 - 500-008
 8-29-93
 Tax Intercept

REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE is made and entered into by PAUL E. COOK & BETTY J. COOK

residing in TOMPKINS County, whose post office address is

RD #1 IRISH SETTLEMENT ROAD, DRYDEN, NEW YORK 13053 herein called "Borrower," and the United States of America, acting through the ~~United States Department of Agriculture~~ United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory notes (or assumption agreement) or any shared appreciation or recapture agreement, hereit 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:

<u>Date of Instrument</u>	<u>Principal Amount Plus Non-Cumulative Interest</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Instalment</u>
June 5, 1995	\$25,000.00	5.00%	June 5, 1996

(Non cumulative interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1931 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loans secured by this instrument may be increased 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 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 statute administered by the Farmers 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 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 contract by reason of any default by Borrower.

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§ 1472 (g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. § 2001.

And the debt 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 authorized 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 laws involved.

NOW, THEREFORE, (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 prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Tompkins State of New York.

ALL THAT PROPERTY DESCRIBED IN REAL ESTATE MORTGAGE GRANTED TO FARMERS HOME ADMINISTRATION dated 7/10/80 and recorded in the Tompkins County Clerk's Office 7/10/80 in Book 430, Page 713. This property is located in the Town of Dryden, County of Tompkins

*being known herein as the former Farmers Home Administration

RECEIVED & redempt ^{PREPAID}
 ADDL. TAX AND redempt ^{PREPAID}
 MORTGAGE TAX THIS 5 DAY
 OF June 1995
 Aurora R. Valenti

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), 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 loan 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 (or Borrower's self, Borrower's heirs, executors, administrators, successors and assigns) COVENANTS AND AGREES 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 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 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 any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances 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 designated 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 and how the same are levied, assessed, and assessments lawfully attaching to or assessed against the property, including all charges, taxes, liens, and assessments lawfully attaching to or assessed against the property, and water rights, and water sticks pertaining to or reasonably necessary in the use of the real property thereon, and to pay when and how the same are levied, assessed, and assessments lawfully attaching to or assessed against the property, including all charges, taxes, liens, and assessments lawfully attaching to or assessed against the property, and water rights, and water sticks pertaining to or reasonably necessary in the use of the real property thereon, and to pay when and how the same are levied, assessed, and assessments lawfully attaching to or assessed against the property, including all charges, taxes, liens, and assessments lawfully attaching to or assessed against the property, and water rights, and water sticks pertaining to or reasonably necessary in the use of the real property thereon.
- (8) To keep the property insured as required by law 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 repairs required by the Government; operate 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 waste, lessening 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 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 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 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, attorney's fees, trustee's 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, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to delinquent interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) give any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument of Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government — whether once or often — in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and its pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (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 bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) as holder of this mortgage, in any action to foreclose it, have a receiver appointed, and (d) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption 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 be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy.

(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 therein called "the dwelling" and if Borrower intends to sell or rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) 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 Government to ~~Washington, D.C.~~ Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (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:

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter acquired, and crops growing or to be grown on the above-described real estate.

(26) That the mortgagor will receive the advances secured hereby and will hold the right to receive such advances subject to the trust fund provisions of Section 13 of the lien law.

(27) This is a collateral mortgage being filed to further secure to real estate a promissory note of \$25,000.00 dated June 5, 1995.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this _____ day

BEC Rural Economic and Community Development in The Galleries of Syracuse, 441 S. Salina St. *MC*
RE Suite 357, 5th Floor, Syracuse, NY 13202

In the presence of

20
5
302

Paul E. Cook

PAUL E. COOK

(SEAL)

JUN-5 1995

Betty J. Cook

BETTY J. COOK

(SEAL)

ACKNOWLEDGEMENT

STATE OR TERRITORY OF NEW YORK

COUNTY OF TOMPKINS

On the 5th day of June, 1995 before me

Paul E. and Betty J. Cook

to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein contained.

Noreen B. Atkins

Notary Public

(SEAL) **NOREEN B. ATKINS**
Notary Public in the State of New York
Qualified in Tompkins Co. # 8001430
My Commission Expires 9/18/96

My commission expires

Vertical stamp: Recorded on the _____ of _____ 1995. Book _____ of _____ and expires _____

REC
FHA

REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE is made and entered into by PAUL E. COOK AND BETTY J. COOK

residing in TOMPKINS County, whose post office address is

R. D. #1, IRISH SETTLEMENT ROAD, DRYDEN, NY 13053 herein called "Borrower," and the United States of

America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," 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 recapture 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 Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount Plus Non-Capitalized Interest</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
OCTOBER 6, 1995	\$36,712.14	3%	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	5%	OCTOBER 6, 2012

SEE ATTACHEO "SCHEDULE A" FOR ADDITIONAL NOTES.

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1951

Subpart 5.)

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased 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 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.

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 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 contract by reason of any default by Borrower.

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§ 1472 (g) or 1490a, respectively, in any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. § 20011.

And the debt instruments executed at the time of loan closing constitutes an obligation on the part of the Government to disburse all funds as 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 creditors regardless 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 should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals 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 to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement. Borrower hereby grants, bargains, sells, conveys, assigns, mortgages and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

TOMPKINS

State of New York.

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 JULY 10, 1980 IN BOOK 430, PAGE 713. THIS PROPERTY IS LOCATED IN THE TOWN OF DRYDEN, COUNTY OF TOMPKINS.

*being known herein as the former Farmers Home Administration

FmHA 1927-1 NY (Rev. 11-92)

LOER 977 262

Cook, Paul E. & Betty J.

"SCHEDULE A"

<u>DATE OF INSTRUMENT</u>	<u>PRINCIPAL AMOUNT PLUS NON-CAPITALIZED INTEREST</u>	<u>ANNUAL RATE OF INTEREST</u>	<u>DUE DATE OF FINAL INSTALLMENT</u>
OCTOBER 6, 1995	\$94,797.12	8%	OCTOBER 6, 2017
OCTOBER 6, 1995	\$ 5,760.65	5%	OCTOBER 6, 2004
OCTOBER 6, 1995	\$132,906.58	5%	OCTOBER 6, 2010
OCTOBER 6, 1995	\$22,028.13	5%	OCTOBER 6, 2010
OCTOBER 6, 1995	\$ 4,242.99	6.5%	OCTOBER 6, 2007
OCTOBER 6, 1995	\$25,421.23	5%	OCTOBER 6, 2010

MOIND \$ exempt FROM
ADDL TAX AND \$ exempt BASIC
MORTGAGE TAX THE 10 DAY
OF October 95,
Aurora R. Valente

(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 rent the 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, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the ~~XXXXXXXXXXXXXXXXXXXX~~, 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 as given, in the case of the Government to ~~XXXXXXXXXXXXXXXXXXXX~~ Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

AND THAT, except in any extent that such construction conflicts with express provisions of this mortgage:

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter acquired; and crops growing or to be grown on the above-described real estate.

(26) THIS MORTGAGE ALSO SECURES ANY EXTENSION, RENEWALS, REAMORTIZATIONS OR RESCHEDULING OF THE NOTES.

**Farm Service Agency in The Galleries of Syracuse, 441 South Salina Street, Suite 356, Room 536, Syracuse, N.Y. 13202-2455

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 6th day of October, 1995

In the presence of

Paul E. Cook (SEAL)
PAUL E. COOK

Betty J. Cook (SEAL)
BETTY J. COOK

ACKNOWLEDGEMENT

STATE OR TERRITORY OF NEW YORK
COUNTY OF Cortland

On the 6th day of October, 1995, before me, came

PAUL E. COOK AND BETTY J. COOK

to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that THEY executed the same for the purposes therein contained.

Norman B. Archer
Notary Public, in and for the County of Tompkins, State of New York

NORMAN B. ARCHER
Notary Public in the State of New York
Qualified in Tompkins Co. # 8031430
My Commission Expires 9/8/96

(SEAL)

My commission expires _____

Recorded on the 10th Day
of October, 1995 at 3:01
o'clock P.M., in Liber 977 of
mtges
at Page 261 and stamped
Archer & Valente Clerk

F-114 903 Henshaw Rd Ithaca NY 14850

33

LINER 840 PAGE . 58

NEW YORK STATE DEPARTMENT OF TRANSPORTATION ORIGINAL
(SECTION A) REAL ESTATE DIVISION File #1591
APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:	MAP NOS.	PARCEL NOS.	PIN 3057.36.201
SH 882	108	127	PROCEEDING 11536
ITHACA-DRYDEN, PART 2			
PIN: 305736			
PROC: 11563			
TOMPKINS COUNTY			
TOWN OF DRYDEN			

NOTICE OF APPROPRIATION

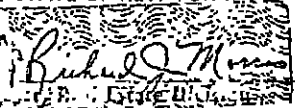
- Pursuant to the statute set forth in the above maps
- TO:
- 1 PAUL E COOK AND BETTY J. COOK - 114 IRISH SETTLEMENT RD., DRYDEN, NY 13063
 - 2 THE UNITED STATES OF AMERICA USDA - 903 HANSHAW RD., ITHACA, NY 14850
 - 3 NEW YORK STATE ELECTRIC & GAS CORP. - ITHACA-DRYDEN RD., ITHACA, NY 14851
 - 4
 - 5.
 - 6
 - 7.
 - 8

TAKE NOTICE that on the 9TH day of DECEMBER 1998, there was filed in the office of the Department of Transportation a certified copy of each of the above designated maps of property; and that on the 57th day of February 1999 there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of each maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights set forth in said maps vested in The People of the State of New York upon each filing in the office of said county clerk.

COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK

Dated: 02/10/99



COUNTY CLERK'S CERTIFICATE OF FILING OF MAPS
 Tompkins County, NY

Recorded on the 5th Day
 of Feb 1999 at 2:12
 o'clock P. M. in Lib. # 540
 of Decds. and price \$5.

Richard R. Volante

RECEIVED
 \$ - 0 -
 FEB - 11 1999
 ALL IN TRANSFER TAX
 1000000000
 1487

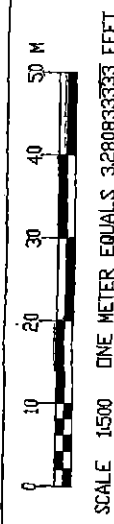
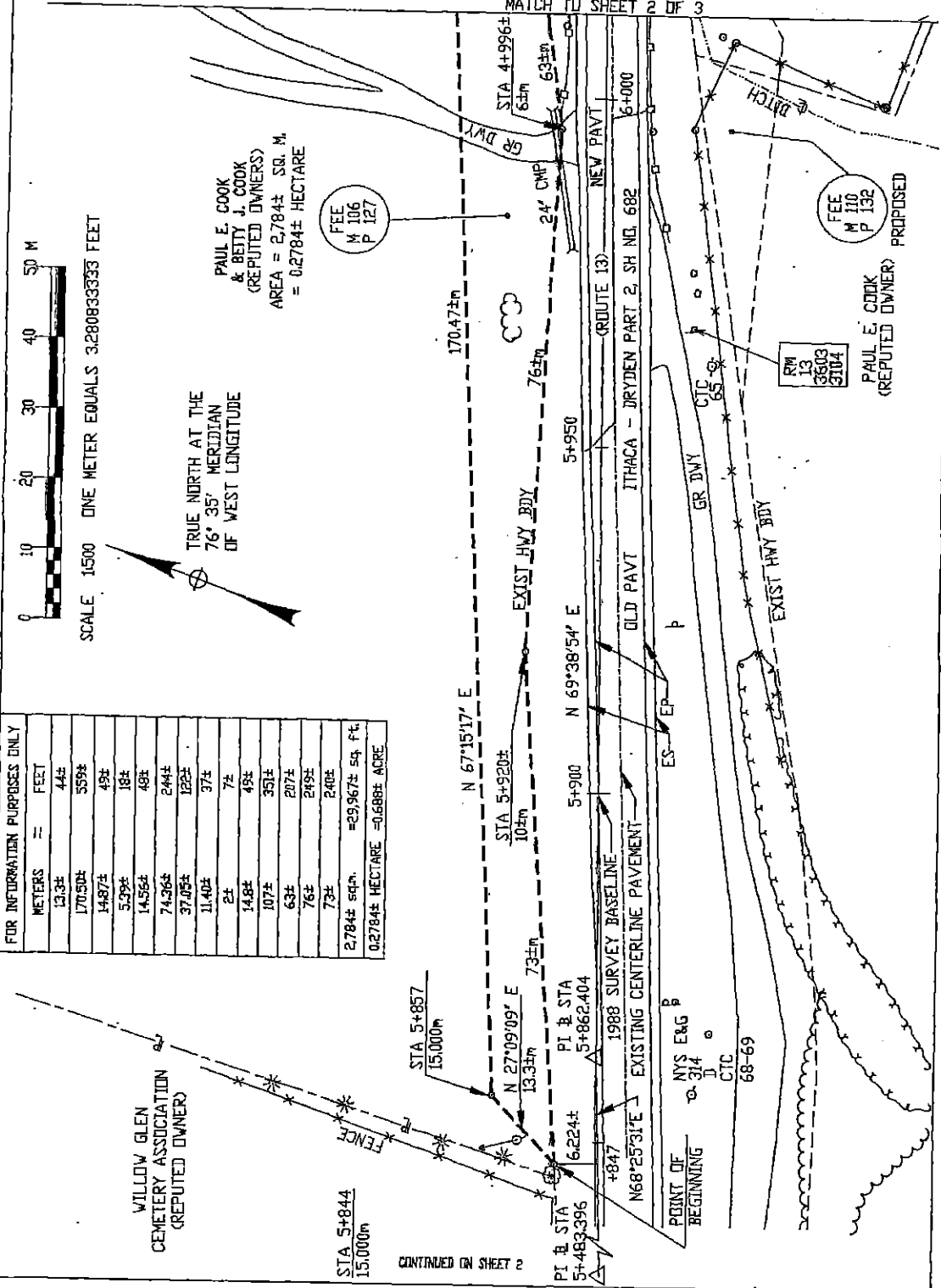
#1581

ITHACA - DRYDEN, PART 2
S.H. NO. 682

(P.L.N. 3057.36)

MAP NO. 106
PARCEL NO. 127
TOMPKINS COUNTY
SHEET 1 OF 3

SURVEY NOTES ON FILE AT THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 3 LOCATED AT SYRACUSE, NEW YORK
TRN - 26
CC L.578 P.79



TRUE NORTH AT THE
76° 35' MERIDIAN
OF WEST LONGITUDE

PAUL E. COOK
& BETTY J. COOK
(REPUTED OWNERS)
AREA = 2.784± SQ. M.
= 0.2784± HECTARE

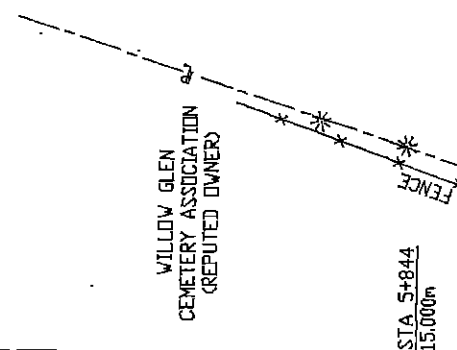
FEE
M 106
P 127

FEE
M 110
P 132

RM
13
3503
3104

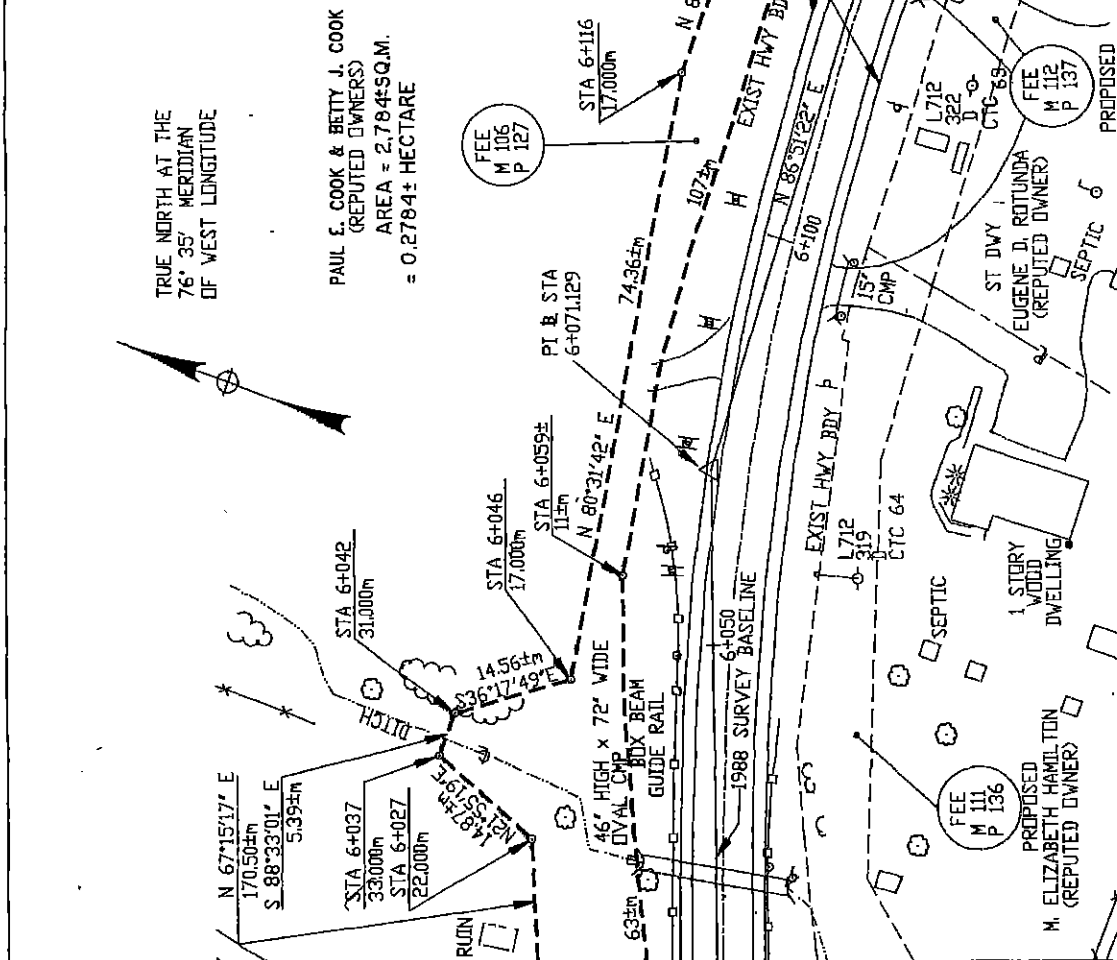
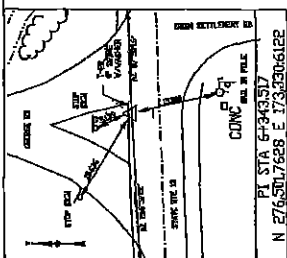
PAUL E. COOK
(REPUTED OWNER) PROPOSED

FOR INFORMATION PURPOSES ONLY	
METERS	FEET
13.3±	44±
170.80±	559±
14.87±	49±
5.39±	18±
14.56±	48±
74.36±	244±
37.05±	122±
11.40±	37±
2±	7±
14.8±	49±
107±	351±
63±	207±
76±	249±
73±	240±
2.78± sq. m.	±0.967± sq. ft.
0.2784± HECTARE	±0.688± ACRE



CONTINUED ON SHEET 2

SURVEY NOTES ON FILE AT THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 3 LOCATED AT SYRACUSE, NEW YORK
TRN - 26
CC L.578 P.79



TRUE NORTH AT THE
76° 35' MERIDIAN
OF WEST LONGITUDE

PAUL E. COOK & BETTY J. COOK
(REPUTED OWNERS)
AREA = 2.784± SQ.M.
= 0.2784± HECTARE

JOSEPH F. OSMELOSKI
& SARAH J. OSMELOSKI
(REPUTED OWNERS)

M. ELIZABETH HAMILTON
(REPUTED OWNER)

EUGENE D. ROTUNDA
(REPUTED OWNER)

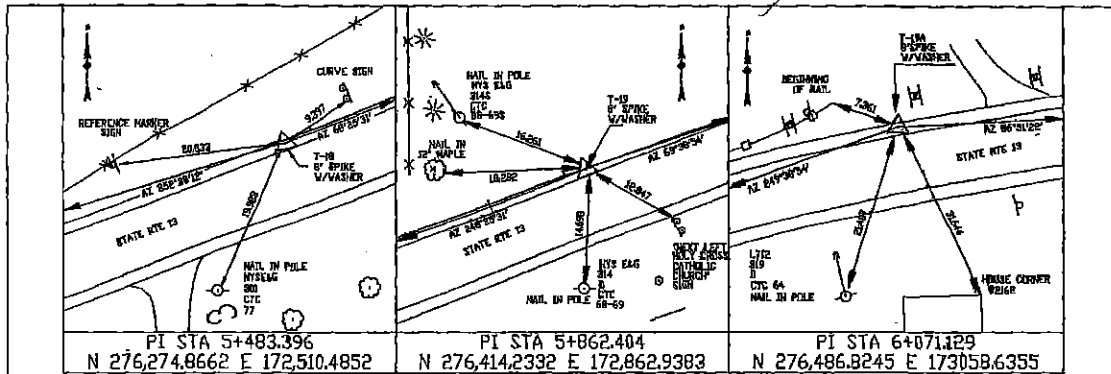
PAUL E. COOK
(REPUTED OWNER)

MATCH TO SHEET 1 OF 3
CONTINUED ON SHEET 3

ITHACA - DRYDEN ROAD, PART 2
S.H. NO. 682

(P.L.N. 3057.26)

MAP NO. 106
PARCEL NO. 127
TOMPKINS COUNTY
SHEET 3 OF 3



*NOTE: ALL TIES ARE MEASURED PLUMB AND IN METERS, TIES NOT TO SCALE

All that piece or parcel of property herein designated as Parcel No. 127 as shown on the accompanying map, Parcel No. 127 being situated in Lot No. 47, being a portion of Tax Map No. 3B, Block No. 1, Parcel No. 31, and being 2,784± Sq. M. = 12784± Hectares, more or less. Said Tax Map being dated May 31, 1965 and last revised March 1, 1996. All of Parcel No. 127 is being acquired for the Ithaca - Dryden, Part 2, State Highway No. 682, Highway and is located in the Town of Dryden, County of Tompkins, State of New York, and is 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 - Dryden, 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:

Beginning at Sta. 5+483.396; Thence N 68°25'31" E to Sta 5+862.404
Thence N 69°38'54" E to Sta 6+071.129
Thence N 86°51'22" E to Sta 6+343.517

All bearings referred to True North at the 76° 35' Meridian of West Longitude.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THIS PROJECT, AND THE ACQUISITION THEREFORE IS RECOMMENDED.

DATE SEPTEMBER 4 1998

Richard A. Lucas
RICHARD A. LUCAS, P.E., REGIONAL DESIGN ENGINEER
For The Regional Director of Transportation
Region No. 3



"UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209 SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW."

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

DATE September 3 1998

Robert C. White
ROBERT C. WHITE
Land Surveyor, LaFave White & McGovern PC
P.L.S. License No. 41022

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY

ITHACA - DRYDEN ROAD, PART 2
S.H. NO. 682
TOMPKINS COUNTY

PAUL E. COOK & BETTY J. COOK
(REPUTED OWNERS)

Total Area = 2,784± Sq. M.
or 0.2784± Hectare

DESCRIPTION AND MAP OF PROPERTY WHICH THE COMMISSIONER OF TRANSPORTATION DEEMS NECESSARY TO BE ACQUIRED BY APPROPRIATION IN THE NAME OF THE PEOPLE 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 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 THEREOF, AS FILED IN THE OFFICE OF THE DEPARTMENT OF TRANSPORTATION.

Richard J. Morris

DATE December 9 1998

R. J. MORRIS, DIRECTOR, REAL ESTATE DIVISION

I HAVE COMPARED THE FOREGOING COPY OF THE 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 THE WHOLE THEREOF.

Paul E. Cook
REAL ESTATE DIVISION

34

FILE 840 PAGE 59

ROV 91-R1
SECTION 11

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

ORIGINAL

FILE # 1582

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT: ITHACA-DRYDEN, PART 2, S.H. 682 111900 PIN 3057.36.201
COUNTY: TOMPKINS MAP NO(S) 110, 129 PROCEEDING 11563
TOWN: DRYDEN PARCEL NO(S) 132, 133, 135, 162

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above maps

To

- 1 KEITH S McINTOSH, 16968 Passage South, Jupiter, FL 33477
- 2 KEY BANK OF NEW YORK, 201 S Warren Street, Syracuse, NY 13202
- 3 PAUL E COOK, 114 Irish Settlement Road, Dryden, NY 13053
- 4 NEW YORK STATE ELECTRIC & GAS CORPORATION, Ithaca-Dryden Road, Ithaca, NY 14851
- 5 CITIZENS TELECOMMUNICATIONS CO. OF NEW YORK, 137 Harrison Street Extension, Johnstown, NY 12095
- 6 UNITED STATES OF AMERICA RURAL ECONOMIC AND COMMUNITY DEVELOPMENT ADMINISTRATION, 903 Hanshaw Rd., Ithaca, NY 14850
- 7 NEW YORK TELEPHONE COMPANY.
- 8 AMERICAN TELEPHONE AND TELEGRAPH CO.

TAKE NOTICE that on the 18th day of June, 1989 there was filed in the office of the Department of Transportation the original tracing, or a microfilm or computer digitized copy, of each of the above designated maps of property; and that on the 5th day of February, 1989 there was filed in the office of the clerk of the county in which such property is situated, a certified copy of each of such maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights set forth in said maps vested in The People of the State of New York upon such filing in the office of said county clerk.

COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK

Dated: 02/10/89

By: _____
Director, Real Estate Division

Tompkins County, ss
 Recorded on the 5 Day
 of Feb 1989 at 2:13
 o'clock P.M. in Liber 564
 of RECORDS at 500
 and 1000
 Bureau R. Valenti

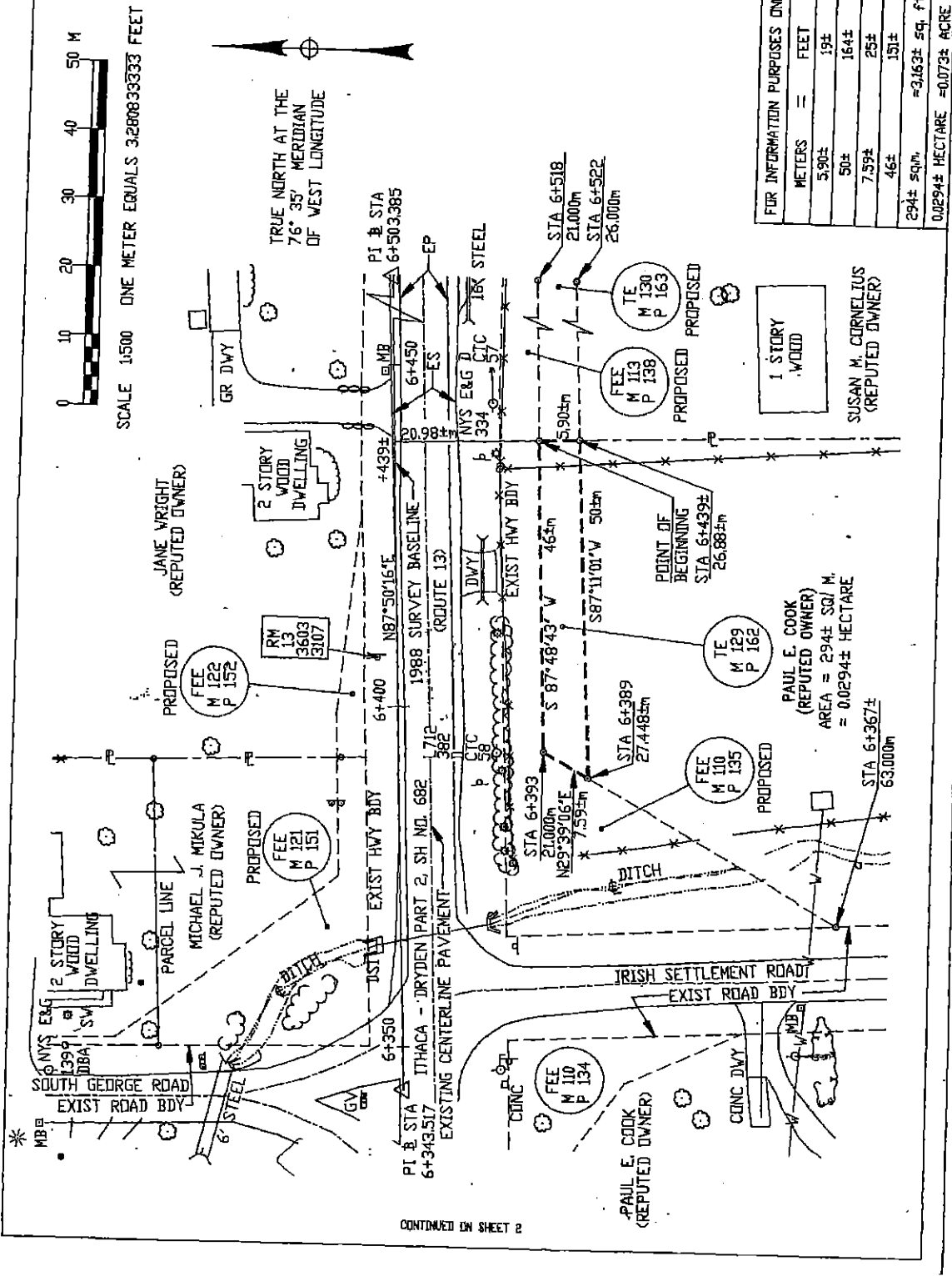
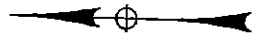
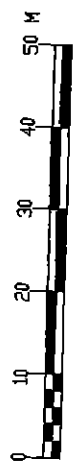
RECEIVED
 \$ - 0 -
 FEB - 3 1989
 TRANSFER TAX
 (TOMPKINS COUNTY)
 1488

#1582

24

(P.J.N. 305736)

SURVEY NOTES ON FILE AT THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 3 LOCATED AT SYRACUSE, NEW YORK
TRN - 29
CC L. 693 P.115



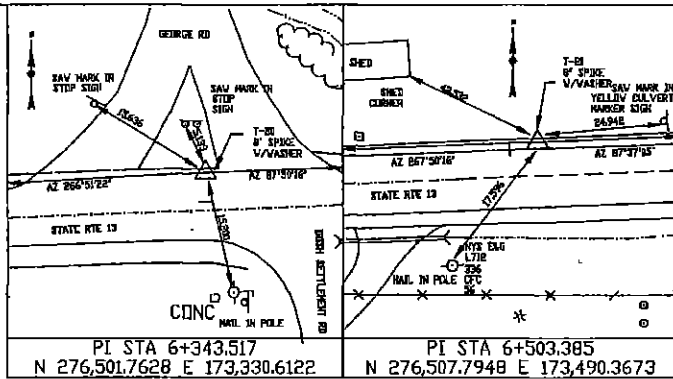
FOR INFORMATION PURPOSES ONLY	
METERS	FEET
5.90±	19±
50±	164±
7.59±	25±
46±	151±
294± sqm	= 3163± sq. ft.
0.0294± HECTARE	= 0.073± ACRE

1 STORY WOOD
SUSAN M. CORNELIUS
(REPUTED OWNER)

PAUL E. COOK
(REPUTED OWNER)
AREA = 294± SQ. M.
= 0.0294± HECTARE

CONTINUED ON SHEET 2

25



*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 purpose 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 completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the Commissioner of Transportation. Such easement shall be exercised in and to all that piece or parcel of property herein designated as Parcel No. 162, situated in Lot No. 47, being a portion of Tax Map No. 47, Block No. 1, Parcel No. 132, said Tax Map being dated May 31, 1965 and last revised March 1, 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 New York, as shown on the accompanying map and being 294± Sq. M. = 0.0294± Hectare, more or less, all of which is to be acquired as a Temporary Easement.

Reserving, however, to the owner of any right, title or interest in and to the property depicted 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 purpose for, and as established by the reconstruction and as so reconstructed the maintenance, of the herein identified project.

The survey baseline shown on this map is a portion of the 1900 survey baseline for the proposed reconstruction of the Ithaca - Dryden, 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:

Beginning at Sta. 6+343.517 Thence N 07°50'16" E to Sta 6+503.385

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 SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7809 SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW"

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THIS PROJECT, AND THE ACQUISITION THEREFORE IS RECOMMENDED.

DATE September 15, 1996

Richard A. Lucas
RICHARD A. LUCAS, P.E., REGIONAL DESIGN ENGINEER
For The Regional Director of Transportation
Region No. 3



I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

DATE September 12, 1996

Robert C. White
ROBERT C. WHITE
Land Surveyor, LaFave White & McGovern 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

Total Area = 294± Sq. M.
or 0.0294± Hectare



Map No. 129
Parcel No. 162

PAUL E. COOK
(REPUTED OWNER)

DESCRIPTION AND MAP OF PROPERTY IN AND TO WHICH AN EASEMENT AS HEREBY 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 SECTION 30 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 June 18, 1996

Richard J. Morris
R. J. MORRIS, DIRECTOR, REAL ESTATE DIVISION

I HAVE COMPARED THE FOREGOING COPY OF THE 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 THE WHOLE THEREOF.

Paul Keenan
REAL ESTATE DIVISION

35

61721 LTR 641 PAGE 51

NEW YORK STATE DEPARTMENT OF TRANSPORTATION ORIGINAL
(SECTION A) REAL ESTATE DIVISION File #1581

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:	MAP NOS.	PARCEL NOS.	PIN 3057.36.201
SH 682	106	127	PROCEEDING 11536
ITHACA-DRYDEN, PART 2			
PIN : 305736			
PROC: 11563			
TOMPKINS COUNTY			
TOWN OF DRYDEN			

NOTICE OF APPROPRIATION

Pursuant to the statuta set forth in the above maps

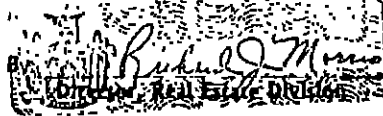
- TO:
- 1 PAUL E. COOK AND BETTY J. COOK 114 HUSH SETTLEMENT RD., DRYDEN, NY 13063
 - 2 THE UNITED STATES OF AMERICA USDA 903 HANSHAW RD., ITHACA, NY 14860
 - 3 NEW YORK STATE ELECTRIC & GAS CORP ITHACA DRYDEN RD., ITHACA, NY 14861
 - 4
 - 5
 - 6
 - 7
 - 8

TAKE NOTICE that on the 9TH day of DECEMBER 1978, there was filed in the office of the Department of Transportation a certified copy of each of the above designated maps of property; and that on the 5TH day of February 1979 there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights set forth in said maps vested in The People of the State of New York upon each filing in the office of said county clerk.

Dated: 02/05/79

COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK



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.H. 682 ITHACA-DRYDEN, PART 2	106	127

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

MARGARET A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 411a Kings Park Drive Extension, Liverpool, New York; the he/she made service on Paul E. 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 a true copy thereof, properly enclosed in a sealed, postpaid wrapper, certified mail, in the letter box of the Syracuse post office in SYRACUSE, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post office, who took custody thereof, on the 17th day of February, 1999 at 10:00 AM/PM, directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

114 Irish Settlement Road, Dryden, New York 11051

Sworn to before me this 18th day of February, 1999.

James E. Konopelski
Notary Public, State of New York
Appointed in Onondaga County
Commission expires August 31, 2000

Margaret Budd

ROW 91-R1a (8/96)
(Section 2)

101R 641 MCA SJ

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.
3057.16.201 S.N. 682 ITHACA-DRYDEN. PART 2	106	127

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) ss.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 411a Kings Park Drive Extension, Liverpool, New York; that 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 a true copy thereof, properly enclosed in a sealed, postpaid wrapper, certified mail, in the letter box of the Syracuse post office in Syracuse, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 01:00 AM/PM, directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

114 Irish Settlement Road, Dryden, New York 13051

Sworn to before me this 18th day of February, 1999.

James E. Konopelski
Notary Public, State of New York

Margaret Budd
JAMES E. KONOPELSKI
Notary Public in the State of New York
Appointed in Onondaga County
Commission expires August 31, 2001

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.H. 682 ITHACA-DRYDEN, PART 2	106	127

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) ss.

MARGARET A. BUDD, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 411 1/2 Kings Park Drive Extension, Liverpool, New York; that he/she made service on The United States Of America Uda 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 Syracuse post office in Syracuse, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 18th day of February, 1999 at 10:00 AM/PM directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

901 Hannah Road, Ithaca, New York 14850

Sworn to before me this 18th day

of February, 1999.

James E. Konopelski
Notary Public in the State of New York
Appointed in Onondaga County
Commission expires August 31, 99

Margaret Budd

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.	PARCEL NOS.
3057.36.301 S.H. 582 ITHACA-DRYDEN. PART 2	106	127

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

MARGARET A. BUDD, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 4116 Kings Park Drive Extension, Liverpool, New York; the he/she made service on New York State Electric & Gas Corporation, 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 SYRACUSE post office in SYRACUSE, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 10:01 AM/PM, directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

Attention: Sheila Cafferillo, Manager, Support Services, Ithaca-dryden Road.

Sworn to before me this 18th day
of February, 1999. James E. Konopelski
James E. Konopelski Notary Public in the State of New York
Notary Public, State of New York Appointed in Onondaga County
Commission expires August 31, 99

Tompkins County, ss.
Recorded on the 24 Day
of Feb 1999 at 1:24
o'clock P. M., in Liber 841
of Books at page 51
and examined.
Aurora R. Valenti

36

ROW 81-R1*
(SECTION A)

(11)11

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

ORIGINAL
16LR 841 PAGE 231

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK *File #1582*

PROJECT: ITHACA-DRYDEN PART 2 S.H. 882

PIN 3057.36.201
PROCEEDING 11563

COUNTY: TOMPKINS
TOWN: DRYDEN

MAP NO(S): 110, 129
PARCEL NO(S): 132, 133, 135, 162

NOTICE OF APPROPRIATION

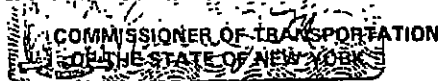
Pursuant to the statute set forth in the above maps

To:

1. KEITH S. McINTOSH; 18968 Passage South, Jupiter, FL 33477
2. KEY BANK OF NEW YORK; 201 S. Warren Street, Syracuse, NY 13202
3. PAUL E. CODK; 114 Irish Settlement Road, Dryden, NY 13053
4. NEW YORK STATE ELECTRIC & GAS CORPORATION; Ithaca-Dryden Road, Ithaca, NY 14851
5. CITIZENS TELECOMMUNICATIONS CO. OF NEW YORK; 137 Harrison Street Extension, Johnstown, NY 12095
6. UNITED STATES OF AMERICA RURAL ECONOMIC AND COMMUNITY DEVELOPMENT ADMINISTRATION, 903 Henshaw Rd., Ithaca, NY 14850
7. NEW YORK TELEPHONE COMPANY;
8. AMERICAN TELEPHONE AND TELEGRAPH CO;

TAKE NOTICE that on the 18th day of June, 1988, there was filed in the office of the Department of Transportation the original tracing, or a microfilm or computer digitized copy, of each of the above designated maps of property; and that on the 5th day of February, 1988 there was filed in the office of the clerk of the county in which such property is situated, a certified copy of each of such maps.

TAKE FURTHER NOTICE that title to the property, assessments, interests or rights set forth in said maps vested in The People of the State of New York upon such filing in the office of said county clerk.



Dated: 02/05/89

By: _____
Director, Real Estate Division

1688 841 MAC 232

ROW 91-112 (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.	PARCEL NOS.
3057.36.201 S.M. 682 ITHACA-DRYDEN, PART 2	110, 129	132, 133, 135.

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 411a Kings Park Drive Extension, Liverpool, New York; that he/she made service on Keith S. McIntosh, 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 Syracuse post office in SYRACUSE, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 10:00 AM/PM, directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

1695B Passage South, Jupiter, Florida 33477

Sworn to before me this 18th day of February, 1999.

James E. Konopelski
Notary Public, State of New York
Appointed in Onondaga County
Commission expires August 31, 99

Margaret Budd

ROM 91-R1a (8/96)
(Section E)

1112 841 Mac 233

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.H. 682 ITHACA-DRYDEN, PART 2	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 413 Kings Park Drive Extension, Liverpool, New York; the he/she made service on Kw Bank Of New York 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 SYRACUSE post office in SYRACUSE, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 10:00 AM/PM, directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

201 E. Warren Street, Syracuse, New York 13202

Sworn to before me this 18th day
of February, 1999.

James E. Konopelski
Notary Public, State of New York

Margaret Budd
JAMES E. KONOPELSKI
Notary Public in the State of New York
Appointed in Onondaga County
Commission expires August 31, 99

BOOK 841 PAGE 234
FORM 91-R1a (9/96)
(Section 2)

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.
2087, 26.201 S.N. 682 ITHACA-DRYDEN, PART 3	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 411c Kings Park Drive Extension, Liverpool, New York; that he/she made service on Paul E. 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 a true copy thereof, properly enclosed in a sealed, postpaid wrapper, certified mail, in the letter box of the SYRACUSE post office in Syracuse, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 10:00 AM/PM directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

114 Irish Settlement Road, Dryden, New York 13051

Sworn to before me this 18th day

of February, 1999. Margaret Budd
James E. Konopelski
Notary Public in the State of New York
Notary Public, State of New York Appointed in Onondaga County
Commission expires August 31, 2000

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.
1057.36.201 S.H. 682 ITHACA-DRYDEN, PART 2	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 413e Kings Park Drive Extension, Liverpool, New York; that he/she made service on New York State Electric & Gas Corporation, 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 Syracuse post office in Syracuse, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 10:40 AM/PM, directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

Attention: Sheila Cafferillo, Manager, Support Services, Ithaca-dryden Road.

Sworn to before me this 18th day
of February, 1999.

James E. Konopelski
Notary Public, State of New York
Notary Public in the State of New York
Appointed in Onondaga County
Commission expires August 31, 99

ROW 91-R1a (8/96)
(Section 2)

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.
1057.36-201 S.H. 682 ITHACA-DRYDEN, PART 2	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 413 Kings Park Drive Extension, Liverpool, New York; that he/she made service on Citizens Telecommunications Company Of New York, 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 Syracuse post office in Syracuse, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 10:00 AM/PM directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

137 Harrison Street Extension, Johnstown, New York 12095

Sworn to before me this 18th day of February, 1999.

James E. Konopelski
Notary Public, State of New York
Notary Public in the State of New York
Appointed in Onondaga County
Commission expires August 31, 99

Margaret Budd

ROW 91-R1a (8/96)
(Section E)

LIBR 841 MEX 237

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.H. 682 ITHACA-DRYDEN, PART 2	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

Margaret A. Budd, being duly sworn, deposes and says; that he/she is over eighteen years of age and resides at 413e Kings Park Drive Extension, Liverpool, New York; the he/she made service on United States Of America Rural Economic And Community 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 SYRACUSE post office in SYRACUSE, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 8:00 AM/DM directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

Development Administration, 901 Hanshaw Road, Ithaca, New York 14850

Sworn to before me this 18th day

of February, 1999. JAMES E. KONOPELSKI
Notary Public in the State of New York
Notary Public, State of New York Appointed in Onondaga County
Commission expires August 31, 99

Margaret Budd

ROW 91-11a (6/96)
(Section 8)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT	MAP NOS.	PARCEL NOS.
1057.36.201 S.E. 662 ITHACA-DRYDEN, PART 2	110, 129	132, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) ss.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 4132 Kings Park Drive Extension, Liverpool, New York; the he/she made service on New York Telephone Company, a condemnor 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 Syracuse post office in Syracuse, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 10:00 AM/PM, directed to condemnor at the address theretofore designated by said condemnor for that purpose as follows

Attention: Tim Burnett, 1st Floor, 101 Garfield Avenue, Endicott, New York

Sworn to before me this 18th day of February, 1999.

Margaret Budd

James E. Konopelski
Notary Public in the State of New York
Notary Public, State of New York, Appointed in Onondaga County
Commission expires August 31, 99

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.	PARCEL NOS.
3057.36.201 S.H. 682 ITHACA-DRYDEN, PART 2	110, 129	122, 133, 135,

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

State of New York)
County of ONONDAGA) SS.

Margaret A. Budd, being duly sworn, deposes and says: that he/she is over eighteen years of age and resides at 413e Kings Park Drive Extension, Liverpool, New York; that he/she made service on American Telephones And Telegraph Company, 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 Syracuse post office in Syracuse, New York a depository under the exclusive care and custody of the United States Postal Service, or by delivering said sealed, postpaid wrapper, certified mail, to an authorized employee of the United States Postal Service in said Post Office, who took custody thereof, on the 17th day of February, 1999 at 11:00 AM/PM, directed to condemnee at the address theretofore designated by said condemnee for that purpose as follows

1/p C. T. Corporate Systems, Inc., 1631 Broadway, New York, New York 10019.

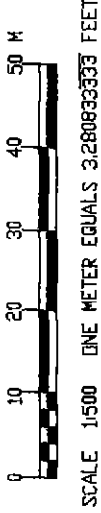
Sworn to before me this 18th day
of February, 1999.

James E. Konopelski
Notary Public, State of New York

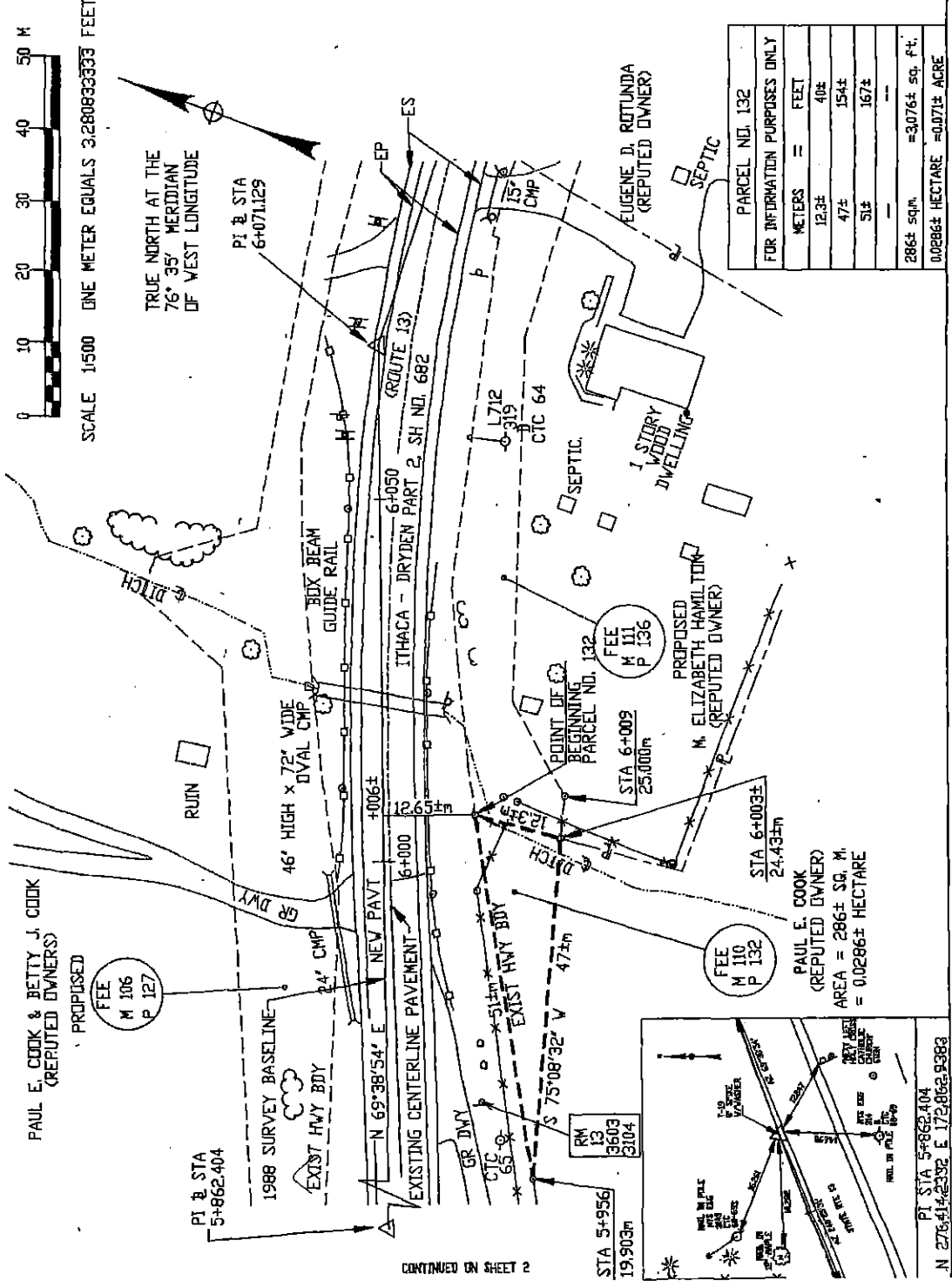
Margaret Budd
JAMES E. KONOPELSKI
Notary Public in the State of New York
Appointed in Onondaga County
Commission Expires August 31, 99

Tompkins County, ss.
Recorded on the 2ND Day
of March 1999 at 1:45
o'clock P. M., in Liber 841
of Deeds at page 231
and examined.
Aurora R. Valenti

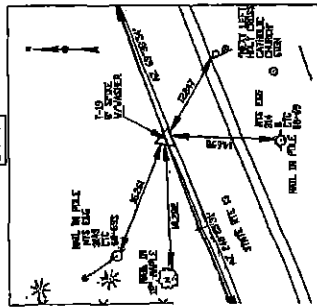
SURVEY NOTES ON FILE AT THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 3 LOCATED AT SYRACUSE, NEW YORK
TRN - 29
CC L.693 P.115



TRUE NORTH AT THE
76° 35' MERIDIAN
OF WEST LONGITUDE



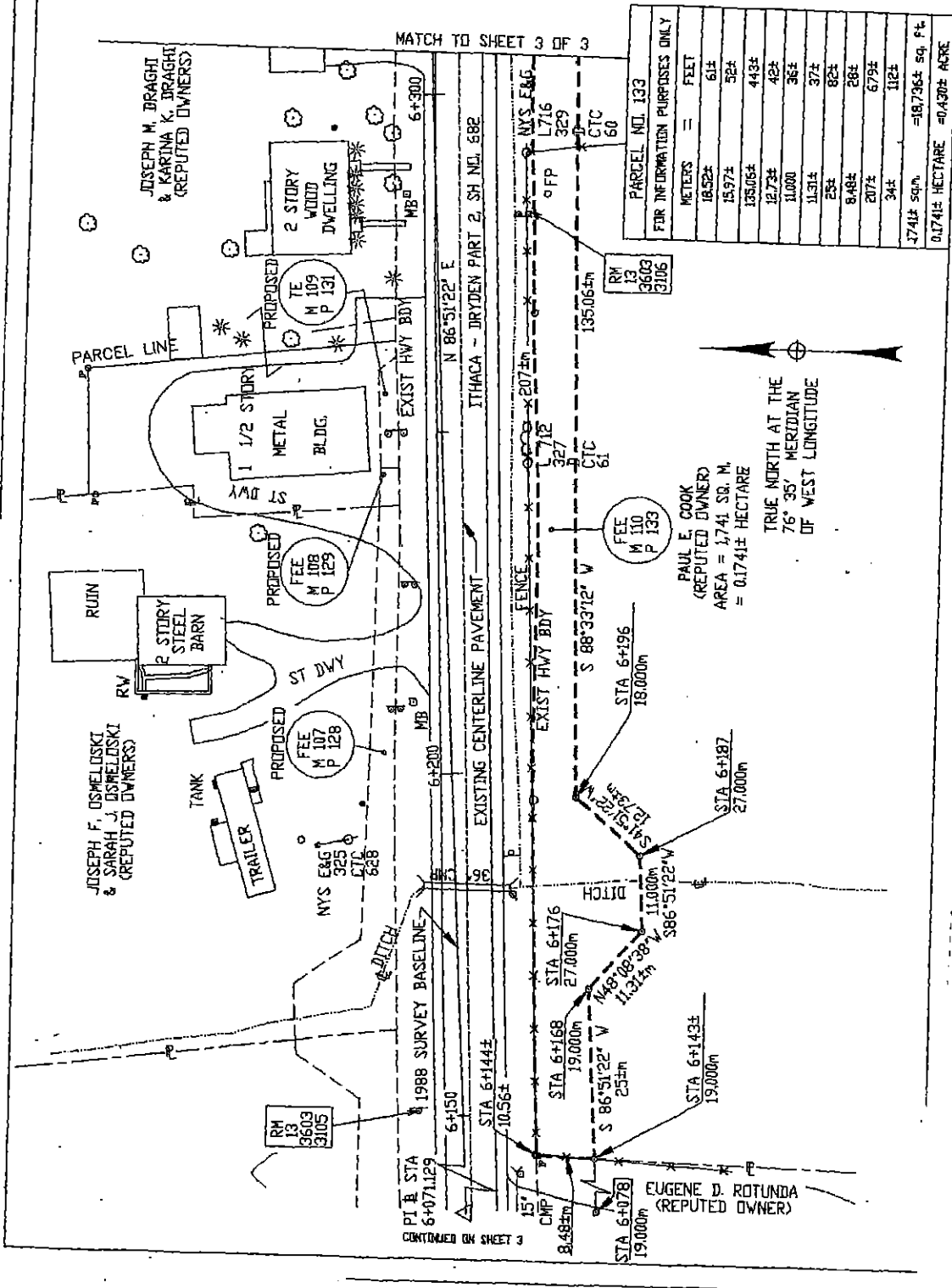
PARCEL NO. 132	
FOR INFORMATION PURPOSES ONLY	
METERS	FEET
12.3±	40±
47±	154±
51±	167±
286± sqm	=3076± sq. Ft.
0.0286± HECTARE	=0.071± ACRE



PI & STA 5+862.404
N 27°44'23.92" E 173.06± 9.983

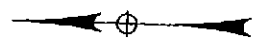
CONTINUED ON SHEET 2

SURVEY NOTES ON FILE AT THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 3 LOCATED AT SYRACUSE, NEW YORK



PARCEL NO. 133
FOR INFORMATION PURPOSES ONLY

METERS	=	FEET
16.52±	=	54±
15.97±	=	52±
135.06±	=	443±
12.73±	=	42±
11.00±	=	36±
11.91±	=	37±
25±	=	82±
8.48±	=	28±
207±	=	679±
34±	=	112±
1741± sq.m	=	18,796± sq. ft.
0.1741± HECTARE	=	0.430± ACRE



PAUL E. COOK
(REPUTED OWNER)
AREA = 1.741 SQ. M.
= 0.1741± HECTARE

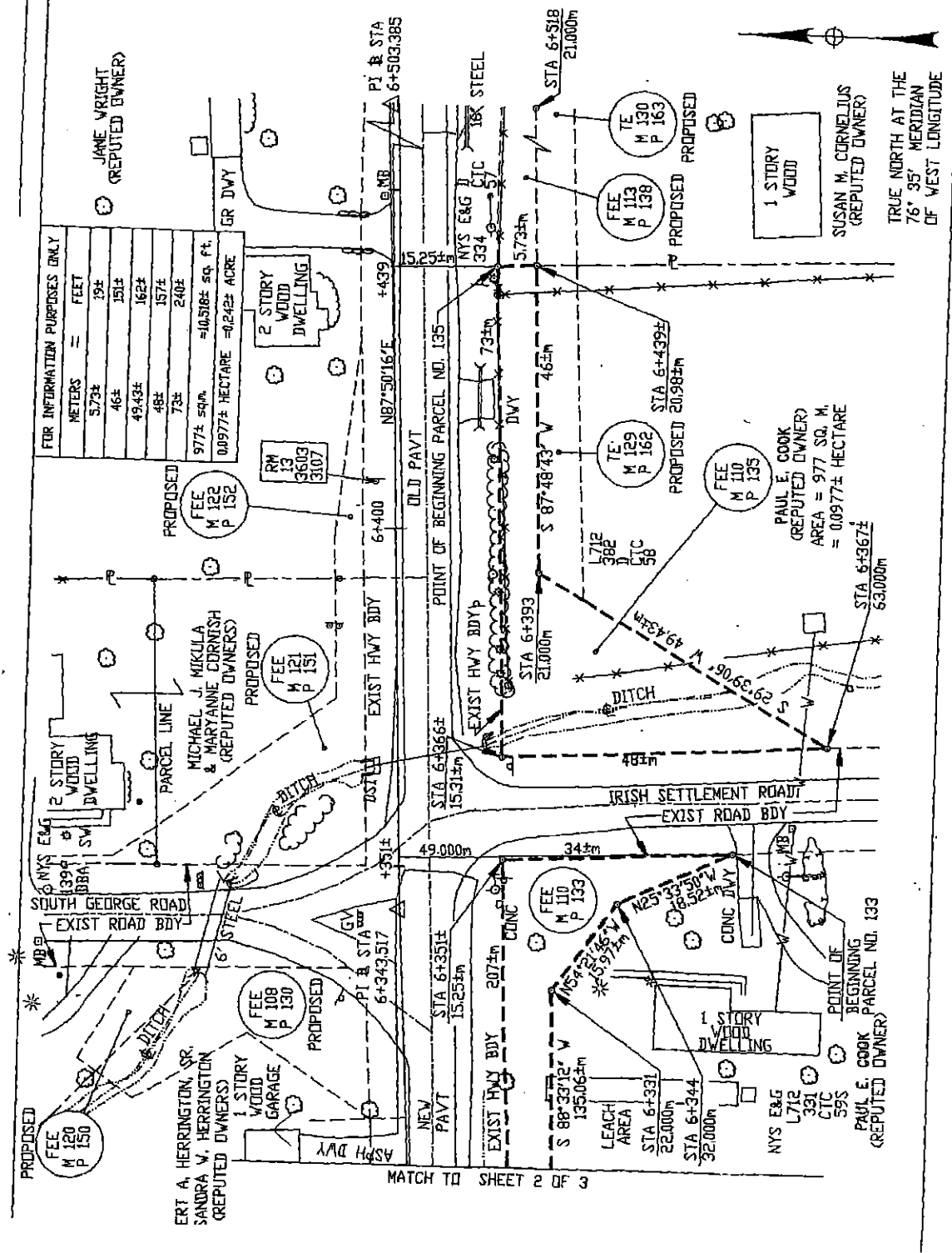
TRUE NORTH AT THE
76° 35' MERIDIAN
OF WEST LONGITUDE

MATCH TO SHEET 3 OF 3

CONTINUED ON SHEET 3

(P.L.N. 385736)

SURVEY NOTES ON FILE AT THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 3 LOCATED AT SYRACUSE, NEW YORK



FOR INFORMATION PURPOSES ONLY

METERS	=	FEET
5.79±	=	19±
46±	=	151±
49.43±	=	162±
48±	=	157±
73±	=	240±
977± SQ.M.	=	10.516± SQ. FT.
0.0977± HECTARE	=	0.242± ACRE

MATCH TO SHEET 2 OF 3

TRUE NORTH AT THE
76° 35' MERIDIAN
OF WEST LONGITUDE

ERT A. HERRINGTON, SR.
SANDRA W. HERRINGTON
(REPUTED OWNERS)

JANE WRIGHT
(REPUTED OWNER)

SUSAN M. CORNELIUS
(REPUTED OWNER)

PAUL E. COOK
(REPUTED OWNER)
AREA = 977 SQ. M.
= 0.0977± HECTARE

PAUL E. COOK
(REPUTED OWNER)

PROPOSED
FEE
M 120
P 150

PROPOSED
FEE
M 108
P 130

PROPOSED
FEE
M 121
P 131

PROPOSED
FEE
M 122
P 132

PROPOSED
FEE
M 129
P 162

PROPOSED
FEE
M 110
P 135

PROPOSED
FEE
M 113
P 138

PROPOSED
FEE
M 130
P 163

2 STORY
WOOD
DWELLING

2 STORY
WOOD
DWELLING

1 STORY
WOOD

1 STORY
WOOD
GARAGE

1 STORY
WOOD
DWELLING

SOUTH GEORGE ROAD
EXIST ROAD BDY

IRISH SETTLEMENT ROAD
EXIST ROAD BDY

EXIST HWY BDY

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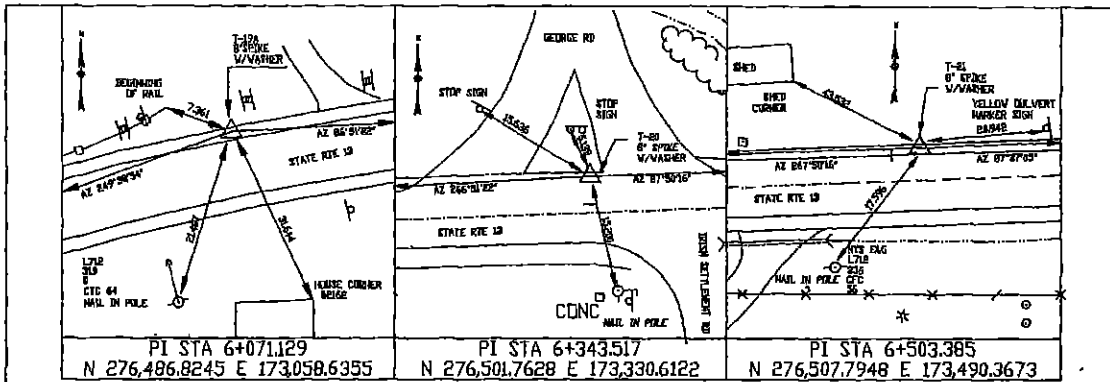
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NOTE: ALL TIES ARE MEASURED PLUMB AND IN METERS, TIES NOT TO SCALE

All those pieces or parcels of property herein designated as Parcel Nos. 132, 133 & 135 as shown on the accompanying map, Parcel No. 132 being situated in Lot No. 47, being a portion of Tax Map No. 47, Block No. 1, Parcel No. 132, and being 286± Sq. M. = 0.0286± Hectare, more or less, Parcel No. 133 being situated in Lot No. 47 and being a portion of Tax Map No. 47, Block No. 1, Parcel No. 132 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. 132 and being 977± Sq. M. = 0.0977± Hectare, more or less. Said Tax Map being dated May 31, 1965 and last revised March 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 - Dryden, 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:

Beginning at Sta. 5+862.404; Thence N 69°38'54" E to Sta 6+071.129
Thence N 06°51'22" E to Sta 6+343.517
Thence N 07°50'16" E to Sta 6+503.385

All bearings referred to True North at the 76° 35' Meridian of West Longitude.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS NECESSARY FOR THIS PROJECT, AND THE ACQUISITION THEREFORE IS RECOMMENDED.

DATE July 31, 1997

Richard A. Lucas
RICHARD A. LUCAS, P.E., REGIONAL DESIGN ENGINEER
For The Regional Director of Transportation
Region No. 3



"UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED SURVEYORS SEAL IS A VIOLATION OF SECTION 7209 SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW."

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

DATE July 30 1997

Robert C. White
ROBERT C. WHITE
Land Surveyor, LaFave White & McGovern 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

Total Area = 3804± Sq. M.
or 0.3804± Hectare

PAUL E. COOK
(REPUTED OWNER)

DESCRIPTION AND MAP OF PROPERTY WHICH THE COMMISSIONER OF TRANSPORTATION DEEMS NECESSARY TO BE ACQUIRED BY APPROPRIATION IN THE NAME OF THE PEOPLE 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 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 June 18, 1998

I HAVE COMPARED THE FOREGOING COPY OF THE 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 THE WHOLE THEREOF.

R. J. MORRIS, DIRECTOR, REAL ESTATE DIVISION

R. J. Morris
REAL ESTATE DIVISION

37

Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

INSTRUMENT NUMBER
431655-001

No. of Pages: 1

Delivered By: MAHLON PERKINS

Receipt No. 431655

Return To:

MAHLON PERKINS
20 WEST MAIN STREET
PO BOX 27
DRYDEN NY 13053

DATE: 05/02/2003

Time: 16:36

Document Type: MISC RECORDS

Parties To Transaction: PAUL COOK RENTAL

Deed Information

Mortgage Information

Consideration:

Mortgage Amount:

Transfer Tax:

Basic Mtge. Tax:

RETT No:

Special Mtge. 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. DO NOT DETACH

Aurora R. Valenti
Tompkins County Clerk



* 4 3 1 6 5 5 - 0 0 1 *



Beck Farms, L.P.

28 Red Mill Road
Freeville, N.Y. 13068


Telephone 607-638-3341

Crop Rental Agreement

I, Paul Cook, hereby agree to rent the cropland acreage of my farm at George Rd / Route 13 (old rd) to Beck Farms LP of 28 Red Mill Road, Freeville, NY. The tillable cropland consists of approximately 57 acres. The agreed annual rent is \$ 30 per acre. The total annual contract amount is therefore \$ 1770 to be paid in full on or before August 1 of the current crop year. The rental period is April 1, 2002 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.

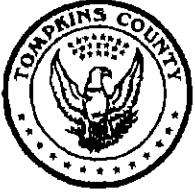
This contract is fully binding on present owners, additional owners, new owners and their successors and assigns for the above specified contract acreage and contract period.

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:  5-9-02
Date

 4/23/02
Beck Farms, LP Date

38



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

INSTRUMENT NUMBER
497111-001

No. of Pages 2

Delivered By: MILLER MAYER, LLP

Receipt No 497111

Return To:
MILLER MAYER, LLP

DATE: 09/22/2006

Time: 04:01 PM

Document Type: MISC RECORDS

Parties To Transaction: COOK

Deed Information

Mortgage Information

Consideration

Mortgage Amount

Transfer Tax

Basic Mtge. Tax:

RETT No. 00000

Special Mtge. Tax:

Additional Mtge. 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 DO NOT DETACH

Aurora R. Valenti

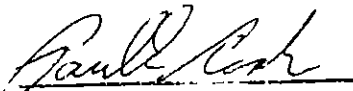
Tompkins County Clerk



* 4 9 7 1 1 1 - 0 0 1 *


**MODIFICATION OF
CROP RENTAL AGREEMENT**

1. 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 said Todd Farm, and are utilized for hay cropping.
4. Beck Farms, LP ("Beck") hereby acknowledges the new Lessor is RPM Ecosystems Ithaca, LLC (Marvin G. Marshall, Managing Member).
5. Beck hereby makes its Crop Lease subordinate to any and all mortgages of RPM and agrees 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:
 - 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 cropland 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.
7. Cook hereby assigns all their right, title and interest in the Agreement to RPM this 22nd day of September, 2006.


Paul E. Cook

RPM ECOSYSTEMS ITHACA, LLC

By 


Betty J. Cook

BECK FARMS, LP

By 

Russell N. Beck

X-ref to Beck to RPM
and # 431865 -001



Beck Farms, LP.

28 Red Mill Road
Freeville, N.Y. 13068

Telephone 607-638-3341

Crop Rental Agreement

I, Paul Cook, hereby agree to rent the cropland acreage of my farm at George Rd / Route 13 (Fall St) to Beck Farms LP of 28 Red Mill Road, Freeville, NY. The tillable cropland consists of approximately 57 acres. The agreed annual rent is \$ 30 per acre. The total annual contract amount is therefore \$ 1770 to be paid in full on or before August 1 of the current crop year. The rental period is April 1, 2002 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: *Paul Cook* 5-9-02
Date

Paul M. Beck 4/23/02
Beck Farms, LP Date

RECORDED TOMPKINS COUNTY CLERK'S OFFICE
MAY 2, 2003 inst # 431645



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

INSTRUMENT NUMBER
497111-003

No of Pages 4 Delivered By: MILLER MAYER, LLP
Receipt No 497111 Return To:
MILLER MAYER, LLP
DATE: 09/22/2006
Time: 04:01 PM
Document Type: ASSIGN & REL
Parties To Transaction: HOLMAN

Deed Information

Mortgage Information

Consideration:

Mortgage Amount:

Transfer Tax:

Basic Mtge. Tax:

RETT No. 00000

Special Mtge. Tax:

Additional Mtge. 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 DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



* 4 9 7 1 1 1 - 0 0 3 *

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. Cook and Betty J. Cook of RD#1 Irish Settlement Rd. Dryden, County of Tompkins, State of New York (Post-office address, include ZIP code), filed or recorded in the County Clerk office of Tompkins County, State of New York.

Lien Instrument	Mortgage	Date of Instrument	Date Filed	Document, File or Book No	Page No
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.

IN WITNESS WHEREOF, the United States of America has signed this form on the 10th

day of August, 2010

WITNESSES _____

UNITED STATES OF AMERICA

By Bryson Henry
Title SED

Agency Farm Service Agency
United States Department of Agriculture

ACKNOWLEDGMENT

State of New York)

County of ~~Cortland~~) *Saratoga*

On the 10 day of August in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared *Byrnes Humphreys* 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 instrument.

DIANE L. MONTANA
NOTARY PUBLIC, State of New York
Notary County Number 4988018
Commission Expires 10/28/09

Diane L. Montana
Notary Public

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:

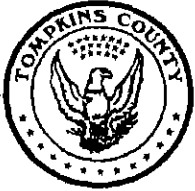
BEGINNING at a point marking the intersection of the centerline of Virgil Creek as it flows under a bridge on George Road; proceeding thence northwesterly along the centerline of Virgil Creek for a distance of 581 feet \pm to a point in said centerline (this course having a chord bearing of N 54° 32' 16" W and a chord distance of 576.26 feet); proceeding thence 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 $\frac{3}{4}$ -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 $\frac{3}{4}$ -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 $\frac{3}{4}$ -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 $\frac{3}{4}$ -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 $\frac{3}{4}$ -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 $\frac{3}{4}$ -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 $\frac{3}{4}$ -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 ¾-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 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 ¾-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.

40



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

INSTRUMENT NUMBER
497111-004

No of Pages 5

Delivered By: MILLER MAYER, LLP

Receipt No 497111

Return To:
MILLER MAYER, LLP

DATE 09/22/2006

Time 04:01 PM

Document Type DEED

Parties To Transaction: COOK TO RPM ECOSYSTEMS

Deed Information

Mortgage Information

Consideration: \$330,000.00

Mortgage Amount

Transfer Tax: \$1,320.00

Basic Mtge Tax:

RETT No 00519

Special Mtge. Tax:

Additional Mtge. 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. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



* 4 9 7 1 1 1 - 0 0 4 *

WARRANTY WITH LIEN COVENANT DEED

THIS INDENTURE made the 7th 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;

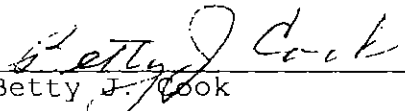
SECOND, That said parties of the first part will forever WARRANT the title to said premises;

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.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

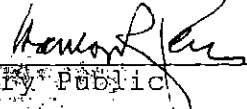
IN PRESENCE


Paul E. Cook


Betty J. Cook


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

On the 22nd 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 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
MILLON R. PERKINS
NOTARY PUBLIC State of New York
No. 4605632
Qualified in Tompkins County
Commission Expires 6/30/2010

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

On the 22nd 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.


Notary Public
MILLON R. PERKINS
NOTARY PUBLIC State of New York
No. 4605632
Qualified in Tompkins County
Commission Expires 6/30/2010

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 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 89° 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 7° 13' 43" W for a distance of 559.27 feet to a point marked by a ¾-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 ¾-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 ¾-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 ¾-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 ¾-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 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 ¾-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 197.87 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 ± 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 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.



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: _____ Delivered By: **MILLER MAYER, LLP**

Receipt No. **497111** Return To:
MILLER MAYER, LLP

DATE: **09/22/2006**

Time: **04:01 PM**

Document Type: **MAPS**

Parties To Transaction: **COOK**

Deed Information

Mortgage Information

Consideration: _____ Mortgage Amount

Transfer Tax: _____ Basic Mtge. Tax:

RETT No: **00000** Special Mtge. Tax:

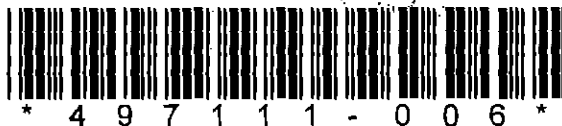
Additional Mtge. Tax:

State of New York _____ Mortgage Serial No.:

Tompkins County Clerk

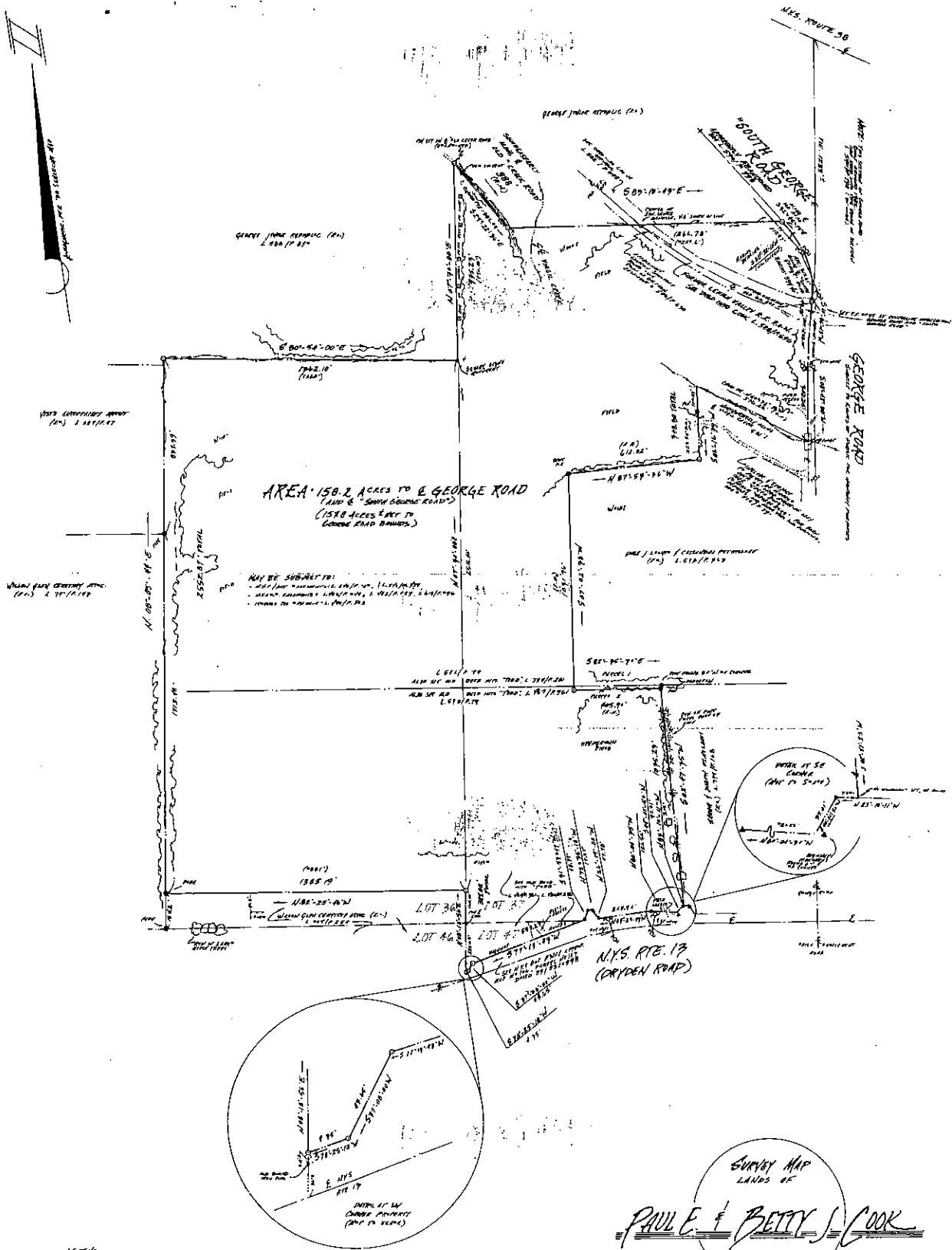
This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti
Tompkins County Clerk



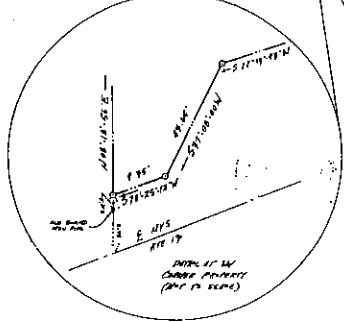
APL

Drawer ARV-41



AREA 150.2 ACRES TO & GEORGE ROAD
(AND 6' WIDE GEORGE ROAD)
(1578 ACRES LEFT TO
GEORGE ROAD BOUNDARY)

MAY BE SUBJECT TO:
- ALL/ANY EASEMENTS, RIGHTS, CLAIMS, INTERESTS,
- RIGHTS, CLAIMS, INTERESTS, EASEMENTS, RIGHTS,
- CLAIMS TO "EXISTING" EASEMENTS



SURVEY MAP
LANDS OF
PAUL E. & BETTY J. COOK

Multiple lots 36, 46, 47, 48, 49, 50
County of Warren - State of New York

FILE MAP NO. 98-1-91
RECORDED WITH L.S. # 178, COUNTY OF L.S. # 178
L.S. # 178

- LEGEND
- SEE 7'-30" BENCH MARK
 - STATION AND POINTS OF SURVEY
 - SURVEY MARK
 - PRESUMED CORNER POINT MARK
 - BOUNDARY MARK
 - CORNER BOUNDARY, UNDEVELOPED PROPERTY
 - BOUNDARY BOUNDARY
 - CONTAINING OR THROUGH THE CORNER
 - BOUNDARY TO ADJACENT SURVEY
 - EXISTING CORNER OR BOUNDARY MARK

NO.	DATE	BY	REVISION
1			

I hereby certify that this is a true and correct copy of the original map as shown to me by the client and that I have not been furnished with any information which would require me to make any correction or addition to the map as shown to me by the client.

I and each of the persons named in this certificate are duly qualified and duly sworn and that we have personally examined the original map and that the survey is correct and that the map is a true and correct copy of the original map as shown to me by the client.

I and each of the persons named in this certificate are duly qualified and duly sworn and that we have personally examined the original map and that the survey is correct and that the map is a true and correct copy of the original map as shown to me by the client.

DATED: 10/26/2005



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

INSTRUMENT NUMBER
497111-005

No of Pages 2

Delivered By: MILLER MAYER, LLP

Receipt No 497111

Return To:
MILLER MAYER, LLP

DATE 09/22/2006

Time: 04:01 PM

Document Type: MISC RECORDS

Parties To Transaction: COOK

Ithaca, NY 14850
607-274-5431

Deed Information

Mortgage Information

Consideration:

Mortgage Amount

Transfer Tax

Basic Mtge Tax:

RETT No 00000

Special Mtge. Tax:

Additional Mtge. 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 DO NOT DETACH

Ithaca, NY 14850
607-274-5431
Aurora R. Valenti

Tompkins County Clerk



* 4 9 7 1 1 1 - 0 0 5 *

In 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

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 liber 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

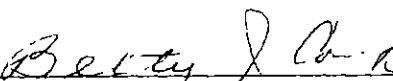
on the oil and gas lease referred to in paragraph 3(b) above and both of said leases are no longer a lien or encumbrances upon your deponent's property, the leases having expired long ago according to their respective terms.

7. That said premises are free and clear of any and all 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.

8. That each and all of 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.



PAUL E. COOK



BETTY J. COOK

Sworn to before me this
22nd day of September, 2006.



Notary Public

WILLIAM G. PERKINS
NOTARY PUBLIC, State of New York
No. 4805032
Qualified in Tompkins County.
Commission Expires 6/30/2010

X ref to deed
to RPM

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

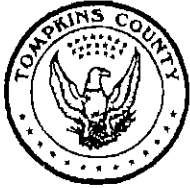


*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 20th day of September
two thousand and six.*

A handwritten signature in black ink, appearing to read "Daniel Shapiro".

Daniel Shapiro
Special Deputy Secretary of State

43



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
499907-002

No. of Pages 12

Delivered By: MILLER MAYER, LLP

Receipt No 499907

Return 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. Valenti

Tompkins County Clerk



MORTGAGE

THIS 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 One 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 made and delivered by each Mortgagor to the Mortgagee, bearing even date herewith, (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 protect the security of this Instrument; and the performance of the covenants and agreements of Borrower herein contained, each Mortgagor hereby mortgages to the Mortgagee 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 residential dwelling units,

TOGETHER, 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, air-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, linoleum, 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,

TOGETHER, 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 easements and rights of way, public and private, now or hereafter used in connection with the Premises.

TOGETHER with all tenements, hereditaments and appurtenances and all the estate and rights of each Mortgagor in and to the Premises.

TOGETHER 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.

1. EACH MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOLLOWS:

1. **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, flood, and loss of rents by reason of such risks) for the benefit of the Mortgagee and (b) maintain comprehensive general liability 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 as 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

CTC-BGDM-030906

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 of the Property. In case of breach by Borrower of the covenants and conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the 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 are sold by Lender, from and after such sale the Construction Loan Agreement shall cease to be a part of this Instrument and Borrower shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this Instrument.

34. **GENERAL** If there is more than one Mortgagor, each of them shall be jointly and severally liable pursuant to this Mortgage. This Mortgage shall be binding upon each Mortgagor and upon each heir, legal representative, successor and assign of each Mortgagor, and shall inure to the benefit of, and be enforceable by, the Mortgagee and each successor and assign of the Mortgagee. 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 time; (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 Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any such provision shall be 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.

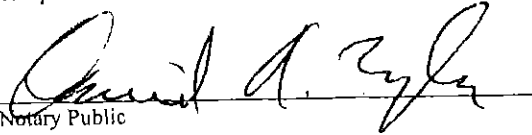
RPM ECOSYSTEMS ITHACA, LLC


B. _____
Marvin G. Marshall, Manager

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS
COUNTY OF TOMPKINS)

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 be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument


Notary Public

DAVID A. TYLER
Notary Public, State of New York
No. 4633353
Qualified in Tompkins County
Commission Expires Sept 30, 2010

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 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 ¾-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 ¾-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 ¾-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 ¾-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 ¾-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 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 ¾-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:

- 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 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.

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Aurora R. Valenti
TOMPKINS COUNTY CLERK

Instrument Number
499907-005

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

No. of Pages 5

Delivered By: MILLER MAYER, LLP

Receipt No 499907

Return To:
MILLER MAYER, LLP

DATE 11/17/2006

Time: 09:08 AM

Document Type: EXEMPT MORTGAGE

Parties To Transaction: RPM ECOSYSTEMS

Deed Information

Mortgage Information

Consideration

Mortgage Amount \$0.00

Transfer Tax

Basic Mtge. Tax:

RETT No:

Special Mtge. Tax:

County Transfer Tax:

Additional Mtge. Tax:

State of New York
Tompkins County Clerk

Mortgage Serial No.: CX02651

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



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 "Assignee")

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 Assignor, 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 lessee, tenant or obligor to be performed; not to make any new lease, tenancy or agreement; not to renew (other than as required by 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 thereunder of or from the obligations, covenants, conditions and agreements by said 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 Assignee 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:


CC IC-BGDM 030906

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, or the collection of such rents, issues, income and profits and the application 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 Assignee 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 Assignee 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, 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 any and all leases, 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 been furnished to the Assignee in writing by such Assignor for this purpose.
8. The Assignee may assign this Assignment and the rights accruing hereunder to any subsequent assignee 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.

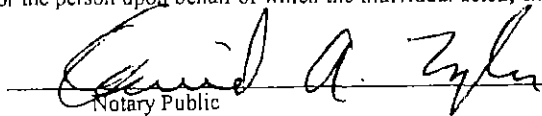
IN WITNESS WHEREOF, each Assignor has executed this Assignment as of the day and year first above written

RPM ECOSYSTEMS ITHACA, LLC

By: 
Marvin G. Marshall, Manager

STATE OF NEW YORK)
) SS.
COUNTY OF TOMPKINS)

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 be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument


Notary Public

DAVID A. TYLER
Notary Public, State of New York
No. 4633253
Qualified in Tompkins County
Commission Expires Sept 30, 2012

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 ¼-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; 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 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 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 ¼-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 ¼-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 ¼-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 ¼-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 ¼-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:

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.



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
504746-007

No. of Pages: 3

Delivered By: NYSEG

Receipt No. 504746

Return To:
NYSEG
REAL ESTATE RECORDS
PO BOX 5224
BINGHAMTON NY 13902-5224

DATE: 02/28/2007

Time: 02:41 PM

Document Type: NYSEG easement

Parties To Transaction: RPM

Deed Information

Consideration: \$0.00

Transfer Tax: \$0.00

RETT No: 01946

County Transfer Tax: \$0.00

State of New York
Tompkins County Clerk

Mortgage Information

Mortgage Amount

Basic Mtge. Tax:

Special Mtge. Tax:

Additional Mtge. 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. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



EASEMENT

THIS INSTRUMENT WITNESSETH THAT RPM Ecosystems Ithaca, LLC

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of DRYDEN, County of TOMPKINS, State of New York, fronting on the street or highway known as NYS Route 13, bounded easterly by lands of n/f Osmeloski, et al and westerly by lands of Willow Glen Cemetery, et al

for and in consideration of the sum of One and 00/100 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 licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to install, construct, reconstruct, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove, underground electric, gas and communication systems, including cables, wires, vaults, pedestals, closures, hand/manholes, pipes, ducts and conduits, with the necessary fixtures or appurtenances thereto, including transformers and 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 manufactured gas and 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 20 feet in width throughout its extent, situate, lying and being as follows: As shown on attached Exhibit "A"

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 privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with 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, roots, brush, structures and other obstructions within said easement and right of way.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/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 borne 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 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.

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) have hereunto set one hand(s) and seal(s) this 8th day of January, 2007.

IN PRESENCE OF:

Witness signatures and addresses: 15 Brown Road, Ithaca, NY 14850

Sharon

RWC - 95

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line _____ Parcel No. 425

Auth. _____ Area Cost Center No. 43-70

Construction W.O. No. 1000130622

RPM Ecosystems, LLC
By: Mervin Marshall

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated January 8, 2007

STATE OF NEW YORK)
COUNTY OF _____) ss:

Recorded on the _____ day of _____

at _____ o'clock _____ M.

in Book _____ of Deeds at _____

Page _____ and examined.

(Clerk)

STATE OF NEW YORK)
COUNTY OF Tampabay) ss:

On the 8th day of January, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared

Mervin 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.

Sandra Shussey
Notary Public

SANDRA GROOMS
Notary Public, State of New York
No. 0156822076
Qualified in Tampabay County
Ex. Comm. Expires Feb. 25, 2010

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____, before me personally came

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 reside(s) at _____

in the _____ that _____ he knew _____ described in and who to be the individual _____ he said executed the foregoing instrument that _____ he said subscribing witness, was present and saw _____ execute the same, and that _____ said witness, at the same time, subscribed his name as witness thereto.

Notary Public

TAX MAP NUMBER
Section 38 Block 1 Lot 3.1

RETURN TO
PROPERTY MANAGEMENT
RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 5224
BINGHAMTON, NEW YORK 13902-5224

20' ROW FOR NYSEG UNDERGROUND FACILITIES.

EXHIBIT "A"
REF B-356

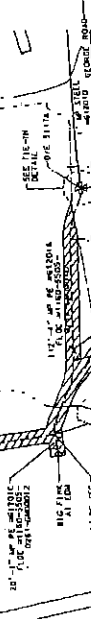
CAD: MAJOR QUADS: 22216 & 22217
ENGINEERING DEPT.
JANUARY, 1981

NO. OF SHEETS	1
SHEET NO.	1
TITLE	20' ROW FOR NYSEG UNDERGROUND FACILITIES
DATE	1/1/81
BY	NYSEG
CHECKED BY	NYSEG
APPROVED BY	NYSEG
SCALE	AS SHOWN
PROJECT NO.	100012822
DATE OF SURVEY	1981
DATE OF PLOTTING	1981
DATE OF PRINTING	1981
SCALE OF PHOTOGRAPH	1" = 100'
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TAX MAP ID
38.1-1-1

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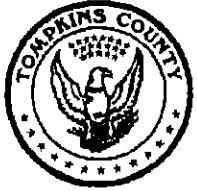


MAINTAIN 1' MINIMUM SPACING
OTHER TRUCKS WITH ELECTRIC
CABLES SHALL BE INSTALLED BY 6/30/81
WITH A MINIMUM CLEARANCE
OF 10' FROM THE CENTERLINE
OF THE ROADWAY
SEE REF B-356

0 75 150 225
SCALE REFERENCE FEET

NO. OF SHEETS	1
SHEET NO.	1
TITLE	20' ROW FOR NYSEG UNDERGROUND FACILITIES
DATE	1/1/81
BY	NYSEG
CHECKED BY	NYSEG
APPROVED BY	NYSEG
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46



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
505764-001

No. of Pages: 2
Delivered By: SCHLATHER, GELDENHUYS STU
Receipt No. 505764
Return To: SCHLATHER, GELDENHUYS STUMBAR & SALK
DATE: 03/21/2007 200 E BUFFALO ST
Time: 03:38 PM PO BOX 353
ITHACA, NY 14851
Document Type: MISC RECORDS
Parties To Transaction: RPM ECOSYSTEMS

Deed Information

Mortgage Information

Consideration: Mortgage Amount
Transfer Tax: Basic Mtge. Tax:
RETT No: 00000 Special Mtge. Tax:
County Transfer Tax: Additional Mtge. Tax:
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



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

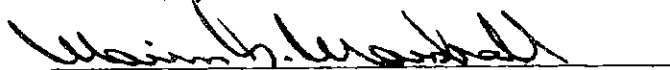
appropriate in order to complete such agreement, and to make such payments of such charges, recording fees and other fees, including, without limitation, the Company and IDA attorney fees, and additional IDA fees relating to the transaction, and

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

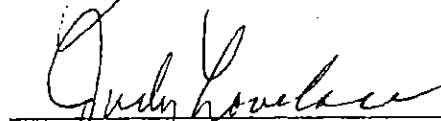
Dated: March 8, 2007


Marvin G. Marshall, Managing Member (President)


Dated: March 8, 2007


Patricia J. Marshall, Treasurer and Member

Dated: March 8, 2007


Judy Lovelace, Vice President and Member

Dated: March 8, 2007


Wayne Lovelace, Secretary and Member

48



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
505764-003

No. of Pages: 4

Delivered By: SCHLATHER, GELDENHUYS STU

Receipt No. 505764

Return To:

SCHLATHER, GELDENHUYS STUMBAR & SALK
200 E BUFFALO ST
PO BOX 353
ITHACA, NY 14851

DATE: 03/21/2007

Time: 03:38 PM

Document Type: EASEMENT/LEASE

Parties To Transaction: RPM ECOSYSTEMS

Deed Information

Consideration: \$0.00

Transfer Tax: \$0.00

RETT No. 02123

County Transfer Tax: \$0.00

State of New York
Tompkins County Clerk

Mortgage Information

Mortgage Amount

Basic Mtge. Tax:

Special Mtge. Tax:

Additional Mtge. 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. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



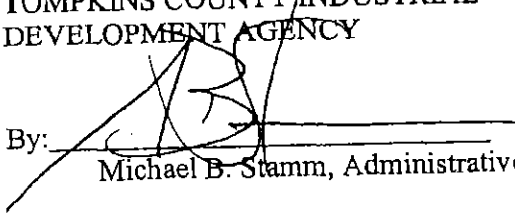
**MEMORANDUM OF LEASE PURSUANT TO
SECTION 291-c OF THE REAL PROPERTY LAW
(Agency to Company)**

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").


1. Reference to Lease: Leaseback Agreement dated as of the date hereof (the "Lease"), whereby the Agency leases to the Company certain real property.
2. 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").
3. Term of Lease: Commencing as of the date hereof, and ending February 1, 2015.
4. Date of Commencement: the date hereof.
5. Date of Termination: February 1, 2015.
6. Rights of Extension or Renewal: None.

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

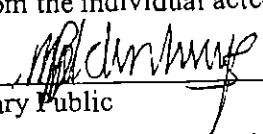
By: 
Michael B. Stamm, Administrative Director

RPM ECOSYSTEMS ITHACA, LLC

By: 
Marvin G. Marshall, Manager *Agency*

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

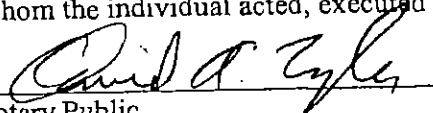
On the 8th day of March, in the year 2007, before me, the undersigned, a notary public in and for said state, personally appeared MICHAEL B. STAMM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and 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

MARIETTE GELDENHUYS
Notary Public, State of New York
No. 4947128
Qualified in Tompkins County
Commission Expires February 13, 2011

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

On the 8th 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, 2010

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 ¼-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; 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 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 ¼-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 ¼-inch diameter rebar and survey cap; proceeding thence N 08° 18' 56" E, 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 ¼-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 ¼-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 ¼-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 ¼-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 4, 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.

49



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
512098-010

No. of Pages: 2

Delivered By: NYSEG

Receipt No. 512098

Return To:

DATE: 07/23/2007

NYSEG
REAL ESTATE RECORDS
PO BOX 5224
BINGHAMTON NY 13902-5224

Time: 02:22 PM

Document Type: NYSEG easement

Parties To Transaction: RPM ECOSYSTEMS

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 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. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



E. JEMENT

THIS INSTRUMENT WITNESSETH THAT RPM Ecosystems Ithaca, LLC

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of DRYDEN, County of TOMPKINS, State of New York, fronting on the street or highway known as George Road, bounded northerly by lands of George Junior Republic and southerly by lands of Willow Glen Cemetery, et al

for and in consideration of the sum of One and 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, braces, 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 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 20 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 Loomis & 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 width of right of way.

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 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 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 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) has hereunto set his hand(s) and seal(s) this 23rd day of June, 2007

IN PRESENCE OF:

[Signature] (L.S.)

Address: 2150 Dryden Road Dryden New York 13053

(L.S.)

Address:

(L.S.)

Address:

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line 44

Auth. Parcel No. 38
Area Cost Center No. HB 7C
Construction W.O. No. 100151112

STATE OF NEW YORK
COUNTY OF Hamilton
MARRIAGE

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated 11.05.2007

STATE OF NEW YORK)
COUNTY OF) ss:

Recorded on the _____ day of _____
at _____ o'clock _____ M.
in Book _____ of Deeds at
Page _____ and examined.

(Clerk)

Consideration on this document
is less than \$100.00

STATE OF NEW YORK)
COUNTY OF Hamilton) ss:

On the 05th day of June 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared William 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.

William Marshall
Notary Public

Grant D Vega
Notary Public, State of New York
No. 0715483270
Qualified in Essex County Tompkins
Commission Expires 10/31/11

* For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited liability partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

STATE OF NEW YORK)
COUNTY OF) ss:

On the _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On this _____ day of _____, before me personally came _____

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 reside(s) at _____ in the _____ that _____ he knew _____ and who to be the individual _____ described in and who executed the foregoing instrument that _____ he, said subscribing witness, was present and saw _____ execute the same; and that _____ said witness, at the same time, subscribed his _____ name as witness thereto.

Notary Public

Section 38 Block 1 Lot 3.1
TAX MAP NUMBER

RETURN TO
PROPERTY MANAGEMENT
RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 5224
BINGHAMTON, NEW YORK 13902-5224

50



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
516824-008

No. of Pages: 2
Receipt No. 516824
DATE: 10/24/2007
Time: 02:28 PM
Document Type: NYSEG easement
Parties To Transaction: RPM

Delivered By: NYSEG
Return To:
NYSEG
REAL ESTATE RECORDS
PO BOX 5224
BINGHAMTON NY 13902-5224

Deed Information

Consideration: \$0.00
Transfer Tax: \$0.00
RETT No: 01078
County Transfer Tax: \$0.00
State of New York
Tompkins County Clerk

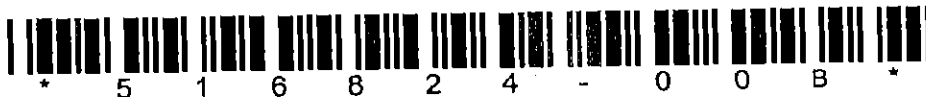
Mortgage Information

Mortgage Amount:
Basic Mtge. Tax:
Special Mtge. Tax:
Additional Mtge. 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. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



* 5 1 6 8 2 4 - 0 0 B *

EASEMENT

THIS INSTRUMENT WITNESSETH THAT RPM Ecosystems Ithaca, LLC

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of County of State of New York, fronting on the street or way known as bounded northerly

lands of and southerly for and in consideration of the sum of One and 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 officers, 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, to move any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, splices, 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 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 20 feet in width throughout its extent, lying and being as follows:

The centerline of right of way to enter grantor's land from the southeast and lands of Loomis & Petrillose at a point about 25 feet north of grantor's southeast corner; thence said centerline to extend westerly a distance of about 620 feet to a point; thence turn a slight angle to the left and extend southwesterly a distance of about 250 feet to a point together with service laterals and guying facilities lying outside of the above specified width of right of way. This easement supercedes prior easement dated June 25, 2007, recorded July 23, 2007, instrument #512098-010.

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 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 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 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) has hereunto set his hand(s) and seal(s) this 10th day of September 2007.

IN PRESENCE OF: (L.S.)

Address: 2150 Dryden Road Dryden, NY 13053 (L.S.)

Address: (L.S.)

Address: (L.S.)

EASEMENT

(Personal or Corporate Acknowledgment)

Shana

RWC - 119

Line 59

Auth. Parcel No. 39

Area Cost Center No. 123-70

Construction W.O. No. 1000159112

RPM Ecosystems Ithaca LLC
By: MARVIN G. MORSE

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated September 10, 2007

STATE OF NEW YORK)
COUNTY OF _____) ss:

Recorded on the _____ day of _____

at _____ o'clock _____ M.

In Book _____ of Deeds at
Page _____ and examined.

(Clerk)

Consideration on this document
is less than \$100.00

STATE OF NEW YORK)
COUNTY OF Tompkins) ss:

On the 10th day of September

2007, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Marvin G. Morse

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.

Denise M. McLeod
Notary Public

RONNIE M. McLAIRD
Notary Public, State of New York
No. 47843
My Commission Expires 4/30/2010

* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited liability company, joint tenancy, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

(Personal or Corporate Acknowledgment)

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____

before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited liability company, joint tenancy, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

(Subscribing Witness Acknowledgment)

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____

before me personally came

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 resides(s) at _____
in the _____
that _____ he knew _____ described in and who executed the foregoing instrument that _____ he said subscribing witness, was present and saw _____ execute the same; and that _____ said witness, at the same time, subscribed h _____ name as witness thereto.

Notary Public

Section 38 Block 1 Lot 3.1
TAX MAP NUMBER

RETURN TO
PROPERTY MANAGEMENT
RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 5224
BINGHAMTON, NEW YORK 13902-5224

Instrument Number
520587-007

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 By: MASON DIXON

Receipt No. 520587

Return To:
MASON DIXON
ENV

DATE: 01/18/2008

Time: 02:37 PM

Document Type: EASEMENT/LEASE

Parties To Transaction: RPM

Deed Information

Consideration: \$0.00

Transfer Tax: \$0.00

RETT No: 01859

County Transfer Tax: \$0.00

State of New York
Tompkins County Clerk

Mortgage Information

Mortgage Amount:

Basic Mtge. Tax:

Special Mtge. Tax:

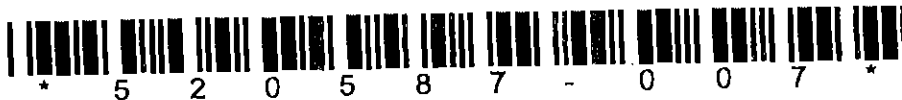
Additional Mtge. Tax:

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. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is made and entered into this 7th day of December, 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 **Ansbros Petroleum Company, LLC** whose address is **555 17th Street, Suite 2505, 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 December 7, 2007, and made effective December 7, 2007, 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;**

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.

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 recording 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 the terms thereof, then without any further act or instrument whatsoever, this Memorandum of Oil and Gas Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

IN WITNESS WHEREOF this Memorandum of Oil and Gas Lease is executed as of the date first above written.

WITNESS:

LESSOR:
RPM ECOSYSTEMS ITHACA, LLC



Blake Thatcher



Marvin Marshall, Managing Member

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

State of New York:

County of Tompkins
On December 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 _____
Signature / Notary Public Rachel E. Graham
Name / Notary Public (print) RACHEL E. GRAHAM
Notary Public, State of New York
No. 04GR6152775
Qualified in Tompkins County
Commission Expiration Date 09/25/2010

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

State of New York:

County of _____

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 _____; that he/she/they know(s) _____, to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____, execute the same; and that said witness at the same time subscribed his/her/their names(s) as a witness thereto.

My commission expires _____
Signature / Notary Public _____
Name / Notary Public (print) _____

When recorded return to: Mason Dixon Energy, Inc., 101 Cambridge Place, Bridgeport, WV 26330

Acknowledgement Page to a Memorandum of Oil and Gas Lease dated the 7th day of December, 2007 between **RPM Ecosystems Ithaca, LLC, a New York limited liability company** and **Ansbro Petroleum Company, LLC**.



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
525105-003

No. of Pages: 2

Delivered By: NYSEG

Receipt No. 525105

Return To:
NYSEG
REAL ESTATE RECORDS
PO BOX 5224
BINGHAMTON NY 13902-5224

DATE: 04/28/2008

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 Mtge. Tax:

RETT No: 02592

Special Mtge. Tax:

County Transfer Tax: \$0.00

Additional Mtge. Tax:

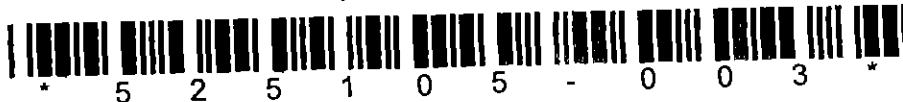
State of New York
Tompkins County Clerk

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. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



EASEMENT

THIS INSTRUMENT WITNESSETH THAT RPM Ecosystems Ithaca, LLC

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of DRYDEN, County of TOMPKINS, State of New York, fronting on the street or highway known as George Road, bounded northerly by lands of n/f George Junior Republic and southerly by lands of Willow Glen Cemetery, et al

for and in consideration of the sum of One and 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, 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, braces, 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 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 20 feet in width throughout its extent, 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.

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 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 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 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) has hereunto set his hand(s) and seal(s) this 17th day of March, 2008.

IN PRESENCE OF: [Signature] (L.S.)

Address: 2150 Dryden Road, Dryden, NY 13053 (L.S.)

Address: (L.S.)

Address: (L.S.)

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line 59
Auth. Parcel No. 440
Area Cost Center No. 43-70
Construction W.O. No. 1000210635
RPM Ecosystems, Ithaca, LLC
By: Norman G. Marshall

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated March 17, 2008

STATE OF NEW YORK)
COUNTY OF) ss.

Recorded on the _____ day of _____

at _____ o'clock _____ M.

in Book _____ of Deeds at
Page _____ and examined.

(Clerk)

Consideration on this document
is less than \$100.00

STATE OF NEW YORK)
COUNTY OF Tompkins) ss.

On the 17th day of March 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Norman 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.

Bonnie M. McLaughlin
Notary Public

BONNIE M. McLAUGHLIN
Notary Public, State of New York
No. 4761419

Residing in Tompkins County
My Commission Expires 4/30/2010

* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

STATE OF NEW YORK)
COUNTY OF) ss.

On the _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss.

On this _____ day of _____, before me personally came _____

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 reside(s) at _____ in the _____ that _____ he knew _____ to be the individual _____ described in and who executed the foregoing instrument that _____ he, said subscribing witness, was present and saw _____ execute the same; and that _____ said witness, at the same time, subscribed his name as witness thereto.

Notary Public

TAX MAP NUMBER
Section 38 Book 1 Lot 3.1

RETURN TO
PROPERTY MANAGEMENT
RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 5224
BINGHAMTON, NEW YORK 13902-5224

53



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
550061-002

No. of Pages: 22
(including this cover page)
Receipt No. 550061

Delivered By:
ANSCHUTZ EXPLORATION CORP

Date: 10/28/2009

Return To:
ANSCHUTZ EXPLORATION CORP
ENV

Time: 01:09 PM

Document Type: EASEMENT/LEASE

Parties To Transaction: RED WILLOW NEW YORK, LLC

Town/City:

Deed Information

Taxable Consideration: \$0.00
State Transfer Tax: \$0.00
County Transfer Tax: \$0.00
RETT No.: 02661

Mortgage Information

Taxable Mortgage Amount.
Basic Mortgage Tax:
Special Mortgage Tax:
Additional Mortgage Tax:
Local Mortgage Tax:
Mortgage Serial No.:

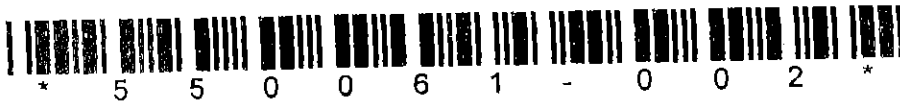
State of New York
Tompkins County Clerk

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

Tompkins County Clerk

Please do not remove this page.



10/2/09 10:00 AM

10/2/09 10:00 AM

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE(S)

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".

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 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 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 22nd day of June, 2009, but effective as to each respective lease date set forth on the attached Exhibit "A".

ANSCHUTZ EXPLORATION CORPORATION

By: _____

Pamela S. Kalstrom
Vice President-Land

STATE OF COLORADO

)
) ss.
)

COUNTY OF DENVER

On this 22nd day of June in the year 2009, before me, the undersigned, a Notary Public in and for said State, Colorado personally appeared Pamela 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.

George Beppard

Notary Public in and for the
State of Colorado

My commission expires:

June 1, 2011

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 22nd day of June, 2009 between Anschutz Exploration Corporation and Red Willow New York, LLC

S:\Land\Dean\New York\Red Willow\Assignments\Assignment of O&G - Anschutz to Red Willow-Six Mile Creek- 06 22 09.doc

Exhibit "A"

Attached to and made apart of that certain Assignment of Oil and Gas Lease(s) dated June 22, 2009
By and Between Anschutz Exploration Corporation, as Assignor and Red Willow New York, LLC, as Assignee

Lease No.	Lessor	Original Lessee	Lease Date	Legal Description	County	Recording
29330962-00	WILLIAM L. DOWDALL, JR. & CYNTHIA S. DOWDALL, HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY LLC	11/17/2007	TAX MAP NO. 48-1-61-8 TOWN DRYDEN	TOMPKINS	522529-002
29330963-00	SUZANNE WILSON	ANSBRO PETROLEUM COMPANY LLC	11/16/2007	TAX MAP NO. 61-1-8-23 TOWN DRYDEN	TOMPKINS	518613-003
29330964-00	JOHN S. & SARAH H. ARSENAULT	ANSBRO PETROLEUM COMPANY LLC	11/17/2007	TAX MAP NO. 48-1-77-34 TOWN DRYDEN	TOMPKINS	518613-005
29330968-00	STEPHEN J. STELCK, A MARRIED MAN DEALING IN HIS SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY LLC	11/27/2007	TAX MAP NO. 39-1-17-2 TOWN DRYDEN	TOMPKINS	522529-001
29330969-00	GEORGE SHELDRAKE AND TRACIE EVANS SHELDRAKE, HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY LLC	11/29/2007	TAX MAP NO. 71-1-36 TOWN DRYDEN	TOMPKINS	522738-002
29330971-00	BRUCE G. RIGHTMYER AND SANDRA RIGHTMYER, HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY LLC	11/30/2007	TAX MAP NO. 71-1-8 TOWN DRYDEN TAX MAP NO. 56-4-2 TOWN ITHACA TAX MAP NO. 32-1-1 TOWN ITHACA	TOMPKINS	519447-004
29330973-00	RPM ECOSYSTEMS ITHACA, LLC A NEW YORK LIMITED LIABILITY COMPANY	ANSBRO PETROLEUM COMPANY LLC	12/17/2007	TAX MAP NO. 38-1-3-1 TOWN DRYDEN	TOMPKINS	520587-007
29330974-00	BETTY M. SINGER, A SINGLE WOMAN & ROBERT J. ARMSTRONG, A SINGLE MAN	ANSBRO PETROLEUM COMPANY LLC	11/3/2007	TAX MAP NO. 67-1-75-1 TOWN DRYDEN	TOMPKINS	520587-010
29330975-00	JIM RAY MOBILE HOMES, INC A NEW YORK CORPORATION	ANSBRO PETROLEUM COMPANY LLC	12/6/2007	TAX MAP NO. 56-5-4 TOWN DRYDEN	TOMPKINS	519773-004
29330979-00	GABRIEL P. JEROME, JR. AKA GABRIEL JEROME & JEAN JEROME HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY LLC	12/14/2007	TAX MAP NO. 59-1-35-2 TOWN DRYDEN	TOMPKINS	520587-006
29330980-00	PAULA PETER SIDLE A SINGLE WOMAN	ANSBRO PETROLEUM COMPANY LLC	12/14/2007	TAX MAP NO. 76-1-20-36 TOWN DRYDEN	TOMPKINS	520587-004
29330981-00	ROBERT W. BAKER, JR. & SARAH J. BAKER, HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY LLC	12/1/2007	TAX MAP NO. 50-1-5-32 TOWN DRYDEN	TOMPKINS	526769-001
29330983-00	MICHAEL S. HALL & SHEILA M. HALL HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY LLC	12/15/2007	TAX MAP NO. 75-1-43-81 TOWN DRYDEN	TOMPKINS	520587-005
29330986-00	HOLY CROSS PARISH, INC. AKA CHURCH OF THE HOLY CROSS	ANSBRO PETROLEUM COMPANY LLC	12/19/2007	TAX MAP NO. 38-1-12-2 TOWN DRYDEN	TOMPKINS	522527-002
29330988-00	WILLIAM A. MCCARTNEY AND ROY MCCARTNEY MARRIED MEN DEALING IN SOLE AND SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY LLC	12/22/2007	TAX MAP NO. 71-1-11-2 TOWN DRYDEN	TOMPKINS	520058-001
29330989-00	STEPHEN WHICHER AKA STEPHEN F. WHICHER A SINGLE MAN	ANSBRO PETROLEUM COMPANY LLC	12/22/2007	TAX MAP NO. 64-1-36-1 TOWN DRYDEN TAX MAP NO. 64-1-19-11 TOWN DRYDEN	TOMPKINS	522527-005
29330990-00	CASSANDRA PETRILLOSE LOOMIS A MARRIED WOMAN DEALING IN HER SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY LLC	12/19/2007	TAX MAP NO. 38-1-3-3 TOWN DRYDEN	TOMPKINS	522529-008
29330993-00	HUGH L. INK A MARRIED MAN DEALING IN HIS SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY LLC	12/28/2007	TAX MAP NO. 76-1-18-3 TOWN DRYDEN	TOMPKINS	522527-006
29330999-00	MARK P. HULSLANDER & BRIAN D. HULSLANDER	ANSCHUTZ EXPLORATION CORPORATION	1/24/2008	TAX MAP NO. 63-1-20-2 TOWN DRYDEN	TOMPKINS	524805-008
29331001-00	TIMOTHY J. FOOTE A SINGLE MAN	ANSCHUTZ EXPLORATION CORPORATION	1/25/2008	TAX MAP NO. 44-1-3-411 TOWN DRYDEN	TOMPKINS	524805-003
29331005-00	RICHARD SYKORA A SINGLE MAN	ANSBRO PETROLEUM COMPANY LLC	12/26/2007	TAX MAP NO. 62-1-4 TOWN DRYDEN	TOMPKINS	524818-003
29331006-00	BRENDA F. PAYNE AKA BRENDA PAYNE	ANSCHUTZ EXPLORATION CORPORATION	2/1/2008	TAX MAP NO. 58-1-9-1 TOWN DRYDEN	TOMPKINS	524809-002

54



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
551848-003

No. of Pages: 20
(including this cover page)

Delivered By:
ANSCHUTZ EXPLORATION CORP

Receipt No. 551848

Return To:
ANSCHUTZ EXPLORATION CORP
ENV

Date: 12/08/2009

Time: 09:31 AM

Document Type: EASEMENT/LEASE

Parties
To Transaction:

Town/City:

Deed Information

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
Tompkins County Clerk

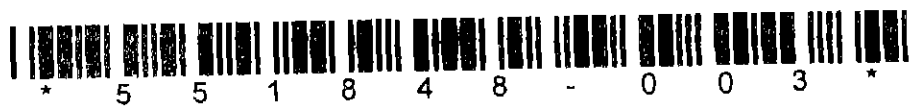
Mortgage Serial No.:

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 5 1 8 4 8 - 0 0 3 *

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 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 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
Denver, CO 80235
An undivided .30 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek, as Joint Tenants with Right of Survivorship
2980 S Newcombe Way
Lakewood, CO 80227
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

Daniel 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 .30 of 1% of 8/8ths

Hal B. Koerner, Jr. & Diane Lynn Koerner, 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 17th 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, 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 of gas produced under said leases or from land pooled therewith which is thus reinjected into 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 lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties 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 treated,

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 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 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".

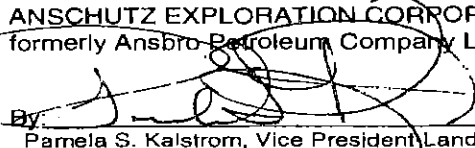
D. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties 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.

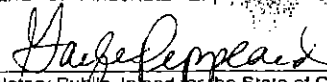
This instrument is executed this 9th day of July, 2009, but effective as to each respective leases date set forth on the attached Exhibit "A".

ANSCHUTZ EXPLORATION CORPORATION,
formerly Ansbro Petroleum Company LLC

By: 
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.


Notary Public, In and for the State of Colorado
Gayle Peppard
My commission expires June 1, 2011

Lease No.	Lessor	Original Lessee	Lease Date	Legal Description	County	Recording
29330976-00	CHRISTIANE LINSTER ANO THOMAS A CLELAND	ANSBRO PETROLEUM COMPANY LLC	12/5/2007	TAX MAP NO: 27-1-16.2 TOWN: ORYDEN TAX MAP NO: 24-1-35.2 TOWN: ORYDEN	TOMPKINS	519447-007
29340868-00	MARY L. ARSENAULT, F/K/A MARY ARSENAULT MARION	ANSBRO PETROLEUM COMPANY LLC	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 FEDDER TRUST C/O FRED FEDDER, TRUSTEE	ANSBRO PETROLEUM COMPANY LLC	12/6/2007	TAX MAP NO: 34-1-6.2 TOWN: GROTON	TOMPKINS	520026-002
29330975-00	JIM RAY MOBILE HOMES, INC A NEW YORK CORPORATION	ANSBRO PETROLEUM COMPANY LLC	12/6/2007	TAX MAP NO: 56-5-4 TOWN: ORYDEN	TOMPKINS	519773-004
29340871-00	GREGORY HARRINGTON, MARRIED MAN DEALING IN SOLE AND SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY LLC	12/6/2007	TAX MAP NO: 9-1-17.2 TOWN: CAROLINE TAX MAP NO: 1-1-32.22 TOWN: CAROLINE	TOMPKINS	520582-008
29201085-00	LACEY F. GRIEP AND SHARON M. GRIEP	ANSBRO PETROLEUM COMPANY LLC	12/7/2007	TAX MAP NO: 22-1-10.1 TOWN: GROTON	TOMPKINS	520026-011
29330973-00	RPM ECOSYSTEMS ITHACA, LLC A NEW YORK LIMITED LIABILITY COMPANY	ANSBRO PETROLEUM COMPANY LLC	12/7/2007	TAX MAP NO: 38-1-3.1 TOWN: ORYDEN	TOMPKINS	520587-007
29340881-00	HAROLO BARDEN, AKA HAROLD P. BARDEN & KAREN BARDEN AKA KAREN P. BARDEN, HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY LLC	12/7/2007	TAX MAP NO: 1-1-36.2 TOWN: CAROLINE	TOMPKINS	522519-004
29201087-00	STEVEN L. SIMONS	ANSBRO PETROLEUM COMPANY LLC	12/10/2007	TAX MAP NO: 35-1-9 TOWN: GROTON	TOMPKINS	520026-013
29201088-00	KENNETH P. THOMPSON AND EVELYN M. THOMPSON	ANSBRO PETROLEUM COMPANY LLC	12/11/2007	TAX MAP NO: 25-1-22 TOWN: GROTON	TOMPKINS	520026-014
29201091-00	ROGER H. & SUZANNE HINDERLITER	ANSBRO PETROLEUM COMPANY LLC	12/11/2007	TAX MAP NO: 9-1-57.1 TOWN: LANSING	TOMPKINS	520975-001
29330984-00	RONALD J. MOORE & THERESA D. MOORE HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY LLC	12/11/2007	TAX MAP NO: 23-1-15.41 TOWN: DRYDEN	TOMPKINS	520587-003



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
562854-001

No. of Pages: 50
(including this
cover page)
Receipt No. 562854

Delivered By:
STEWART TITLE INSURANCE CORP

Return To:
ENV

Date: 08/06/2010

Time: 08:57 AM

Document Type: REGULAR MORTGAGE

Parties
To Transaction: RPM ECOSYSTEMS

Town/City: DRYDEN

Deed Information

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount: \$500,000.00

State Transfer Tax:

Basic Mortgage Tax: \$2,500.00

County Transfer Tax:

Special Mortgage Tax: \$1,250.00

RETT No:

Additional Mortgage Tax:

Local Mortgage Tax:

State of New York
Tompkins County Clerk

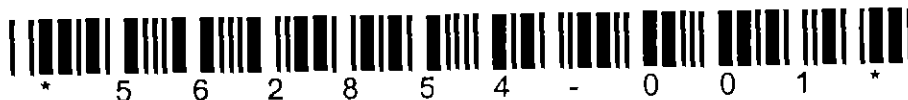
Mortgage Serial No.: DB01189

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.



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

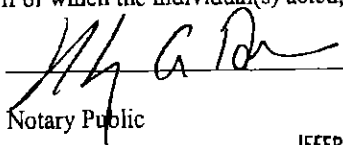
By 

Marvin G. Marshall, Manager

STATE OF NEW YORK)

COUNTY OF Warren)ss.:

On the 4th 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 11

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 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 ¾-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 ¾-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 ¾-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 ¾-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 ¾-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 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 ¾-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:

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 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.

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,

Debtor.

Case No. 10-31550-5-MCR
(Main Case)

Jointly Administered
Chapter 11 Proceedings

Case No. 10-31551-5-MCR

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK
SYRACUSE, NY
AUG 3 2010

007111

**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**

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

Harris Beach PLLC, One Park Place, Fourth Floor, 300 South State Street, Syracuse, New York
13202.

SO ORDERED, this 3 day of August, 2010.


HONORABLE MARGARET CANGILOS-RUIZ
UNITED STATES BANKRUPTCY COURT JUDGE

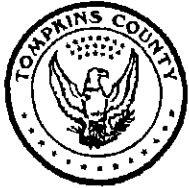
Cash Requirements June - August 2010
Prepared July 2, 2010

Week Ending	6/6/2010	6/13/2010	6/20/2010	6/27/2010	7/4/2010	7/11/2010	7/18/2010	7/25/2010	8/1/2010	8/8/2010	8/15/2010	8/22/2010	8/29/2010
Total Company Expenses	\$ -	\$ 34,000	\$ -	\$ 50,000	\$ -	\$ 34,000	\$ -	\$ 50,000	\$ 38,830	\$ 34,000	\$ 1,964	\$ 50,000	\$ 252,000
Payroll & Related Expenses	\$ -	\$ 1,964	\$ -	\$ 593	\$ -	\$ 1,322	\$ -	\$ 593	\$ 3,201	\$ 1,322	\$ 1,964	\$ 593	\$ 120,127
Long Term Debt Obligations	\$ -	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Legal / Consultant	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General & Admin. Expenses	\$ 7,701	\$ 10,261	\$ 3,201	\$ 3,201	\$ 7,701	\$ 3,201	\$ 3,201	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 3,201	\$ 41,813
Trade Payables	\$ 32,138	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 67,236
Other Miscellaneous	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,500
Total Expenses	\$ 75,659	\$ 49,640	\$ 12,219	\$ 56,626	\$ 49,958	\$ 41,948	\$ 13,590	\$ 57,219	\$ 49,956	\$ 41,948	\$ 8,500	\$ 62,219	\$ 45,456
Cash Receipts	\$ 30,000	\$ 40,000	\$ 40,000	\$ 46,885	\$ 30,000	\$ 30,000	\$ 27,500	\$ 12,500	\$ -	\$ 20,000	\$ 25,000	\$ 25,000	\$ 326,885
Monthly Net Cash	\$ (45,659)	\$ (9,640)	\$ (27,781)	\$ (9,741)	\$ (19,956)	\$ (11,948)	\$ (13,910)	\$ (44,719)	\$ (49,956)	\$ (21,948)	\$ 16,410	\$ (37,219)	\$ (239,141)

Projected Income by month - June 2010 - August 2010

Funds Source	6/6/2010	6/13/2010	6/20/2010	6/27/2010	7/4/2010	7/11/2010	7/18/2010	7/25/2010	8/1/2010	8/8/2010	8/15/2010	8/22/2010	8/29/2010
Spring Sales	\$30,000	\$40,000	\$40,000	\$19,385				\$12,500					
Super Sweets & Live Oaks				\$27,500	\$30,000	\$30,000	\$27,500	\$0	\$0	\$20,000	\$25,000	\$25,000	\$25,000
Falkner Ventures											\$25,000	\$25,000	\$25,000
Restoration Tree Source										\$0	\$20,000	\$20,000	\$25,000
Total	\$30,000	\$40,000	\$40,000	\$46,885	\$30,000	\$30,000	\$27,500	\$12,500	\$0	\$20,000	\$25,000	\$25,000	\$25,000

56



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: 13
(including this cover page)

Delivered By:
STEWART TITLE INSURANCE CORP

Receipt No. 562854

Return To:
ENV

Date: 08/06/2010

Time: 08:58 AM

Document Type: EXEMPT MORTGAGE

Parties To Transaction: RPM ECOSYSTEMS

Town/City: DRYDEN

Deed Information

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount: \$0.00

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

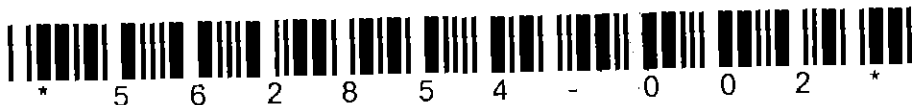
Mortgage Serial No.: DB01190

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.

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 4, 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 Schedule A 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 Onondaga)ss.:

On the 4th 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 11

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 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 ¾-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 ¾-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 ¾-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 ¾-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 ¾-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 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 ¾-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:

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 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

Instrument Number

568258-001

No. of Pages: 33
(including this cover page)
Receipt No. 568258

Delivered By:
ANSCHUTZ EXPLORATION CORP

Return To:
ANSCHUTZ EXPLORATION CORP

Date: 12/03/2010

Time: 01:53 PM

Document Type: EASEMENT/LEASE

Parties To Transaction: MULTIPLE OWNERS-ANSCHUTZ

Town/City:

Deed Information

Taxable Consideration: \$0.00

State Transfer Tax: \$0.00

County Transfer Tax: \$0.00

RETT No.: 04963

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

Tompkins County Clerk

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* 5 6 8 2 5 8 - 0 0 1 *

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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 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 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 of gas produced under said leases or from land pooled therewith which is thus reinjected into 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 lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties 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 treated, 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.

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 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 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 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 25th day of September, 2010, but effective as to each respective leases date set forth on the attached Exhibit "A".

ANSCHUTZ EXPLORATION CORPORATION

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

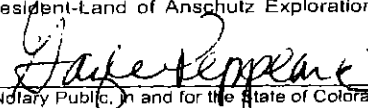

Notary Public, in and for the State of Colorado
Gayle Peppard
My commission expires June 1, 2011

Exhibit "A"

Lease no.	Lessor	Lessee	Lease Date	Legal Description	Recording	County
29330941-00	RENEE E KEATING FKA RENEE E DWYER A MARRIED WOMAN DEALING IN HER SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY, LLC	10/15/2007	TAX MAP NO. 73-4-3 TOWN DRYDEN	517499-004	TOMPKINS
29330945-00	KAREN SCARABBA, FKA KAREN KANNUS AND JAMES SCARABBA, AKA JAMES SCARABBE	ANSBRO PETROLEUM COMPANY, LLC	10/29/2007	TAX MAP NO. 57-1-44 22 TOWN DRYDEN	519934-003	TOMPKINS
29330946-00	ANDREW L MORENUS A MARRIED MAN DEALING IN HIS SOLE & SEPARATE PROPERTY & ELAINE M. MORENUS, A MARRIED WOMAN DEALING IN HER SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY, LLC	10/30/2007	TAX MAP NO. 39-1-22 5 TOWN DRYDEN	520582-001	TOMPKINS
29330947-00	EDWARD A. SMITH & DIANA L SMITH, HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY, LLC	11/1/2007	TAX MAP NO. 39-1-18 1 TOWN DRYDEN	519932-006	TOMPKINS
29330945-00	HOWARD PALMER QUICK, JR AND DALE JAMES QUICK	ANSBRO PETROLEUM COMPANY, LLC	10/22/2007	TAX MAP NO. 71-1-4 TOWN DRYDEN	519447-006	TOMPKINS
29330950-00	BENEDICT R. ANDERSON, AKA BENEDICT RICHARD O GORMAN ANDERSON A SINGLE MAN	ANSBRO PETROLEUM COMPANY, LLC	10/27/2007	TAX MAP NO. 59-1-39 8 TOWN DRYDEN	519934-001	TOMPKINS
29330951-00	LEROY G. CRISPELL AND DONNA L CRIPPEL, HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY, LLC	10/25/2007	TAX MAP NO. 76-1-10 TOWN DRYDEN	519932-002	TOMPKINS
29330958-00	KALAY MORROCK & DAVID B. BOWERS HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY, LLC	11/21/2007	TAX MAP NO. 40-1-13 2 TOWN DRYDEN	520582-003	TOMPKINS
29330959-00	KALAY MORROCK A MARRIED WOMAN DEALING IN HER SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY, LLC	11/27/2007	TAX MAP NO. 40-1-13 33 TOWN DRYDEN	520587-009	TOMPKINS
29330960-00	GEORGE M. SHANK AND ELLEN K. SHANK	ANSBRO PETROLEUM COMPANY, LLC	5/23/2007	TAX MAP NO. 40-1-10 4 TOWN DRYDEN	519131-010	TOMPKINS
29330961-00	JOANNA C. BLUH A MARRIED WOMAN DEALING IN HER SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY, LLC	11/17/2007	TAX MAP NO. 42-1-43 322 TOWN DRYDEN	522529-005	TOMPKINS
29330962-00	WILLIAM L DOWDALL, JR. & CYNTHIA S. DOWDALL, HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY, LLC	11/17/2007	TAX MAP NO. 48-1-61 8 TOWN DRYDEN	522529-002	TOMPKINS
29330963-00	SUZANNE WILSON A SINGLE WOMAN	ANSBRO PETROLEUM COMPANY, LLC	11/16/2007	TAX MAP NO. 61-1-8 23 TOWN DRYDEN	518513-003	TOMPKINS
29330964-00	JOHN S & SARAH H ARSENAULT HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY, LLC	11/7/2007	TAX MAP NO. 48-1-77 34 TOWN DRYDEN	518513-005	TOMPKINS
29330968-00	STEPHEN J STELICK A MARRIED MAN DEALING IN HIS SOLE & SEPARATE PROPERTY	ANSBRO PETROLEUM COMPANY, LLC	11/27/2007	TAX MAP NO. 39-1-17 2 TOWN DRYDEN	522529-001	TOMPKINS
29330969-00	GEORGE SHELDRAKE AND TRACIE EVANS SHELDRAKE HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY, LLC	11/29/2007	TAX MAP NO. 71-1-36 TOWN DRYDEN	522738-002	TOMPKINS
29330971-00	BRUCE G. RIGHTMYER AND SANDRA RIGHTMYER HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY, LLC	11/30/2007	TAX MAP NO. 56-4-2 TOWN THACA TAX MAP NO. 71-1-8 TOWN DRYDEN	519447-004	TOMPKINS
29330973-00	RPM ECOSYSTEMS ITHACA, LLC A NEW YORK LIMITED LIABILITY COMPANY	ANSBRO PETROLEUM COMPANY, LLC	12/7/2007	TAX MAP NO. 39-1-3 1 TOWN DRYDEN	520587-007	TOMPKINS
29330974-00	BETTY M. SINGER A SINGLE WOMAN & ROBERT J. ARMSTRONG A SINGLE MAN	ANSBRO PETROLEUM COMPANY, LLC	11/3/2007	TAX MAP NO. 67-1-75 1 TOWN DRYDEN	520587-010	TOMPKINS
29330975-00	JIM RAY MOBILE HOMES, INC A NEW YORK CORPORATION	ANSBRO PETROLEUM COMPANY, LLC	12/6/2007	TAX MAP NO. 56-5-4 TOWN DRYDEN	519773-004	TOMPKINS
29330979-00	GABRIEL P. JEROME, JR AKA GABRIEL JEROME & JEAN JEROME HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY, LLC	12/14/2007	TAX MAP NO. 59-1-35 2 TOWN DRYDEN	520587-006	TOMPKINS
29330980-00	PAULA PETER SDLE A SINGLE WOMAN	ANSBRO PETROLEUM COMPANY, LLC	12/14/2007	TAX MAP NO. 76-1-20 35 TOWN DRYDEN	520587-004	TOMPKINS
29330981-00	ROBERT W. BAKER, JR & SARAH J BAKER, HUSBAND & WIFE	ANSBRO PETROLEUM COMPANY, LLC	12/1/2007	TAX MAP NO. 50-1-5 32 TOWN DRYDEN	526769-001	TOMPKINS
29330983-00	MICHAEL S. HALL & SHEILA M HALL HUSBAND AND WIFE	ANSBRO PETROLEUM COMPANY, LLC	12/15/2007	TAX MAP NO. 75-1-43 81 TOWN DRYDEN	520587-005	TOMPKINS
29330986-00	HOLY CROSS PARISH, INC AKA CHURCH OF THE HOLY CROSS	ANSBRO PETROLEUM COMPANY, LLC	12/19/2007	TAX MAP NO. 38-1-12 2 TOWN DRYDEN	522527-002	TOMPKINS



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
573703-002

Delivered By:
STEWART TITLE INSURANCE CORP

Receipt No. 573703

Return To:

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. Valenti

Tompkins County Clerk

Please do not remove this page.



THE CROSSMORE LAW OFFICE
115 WEST GREEN STREET
ITHACA, NEW YORK 14850
TELEPHONE: (607) 273-5787

SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

RECEIVED / FILED
TOMPKINS COUNTY CLERK
2011 APR -8 AM 11:34

CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

v.

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 16th 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

Tompkins County

Search Criteria: Search Type: State File Number; Case Number: 2011-0359

Displaying 1-37 of 37 Items

Document #	Index #	Case Type	Filed Date	Document Type	Plaintiff	Defendant
573703-002	2011-0359	FORECLOSURE	04/08/2011	LIS PENDENS	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI182662-001	2011-0359	FORECLOSURE	04/08/2011	Notice of Pendency of Action	CHEMUNG CANAL RPM ECOSYSTEMS 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	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	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	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI184037-001	2011-0359	FORECLOSURE	04/20/2011	Affidavit of Corporate Service on the Secretary of State	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI184171-001	2011-0359	FORECLOSURE	04/21/2011	Affidavit of Corporate Service	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI184765-001	2011-0359	FORECLOSURE	04/28/2011	Affidavits of Substitute Service and Mailing & Service & Corporate Service	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI184967-001	2011-0359	FORECLOSURE	05/02/2011	Copy of Letter (Tilton to Crossmore, 4/28/11) w/note	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI185341-001	2011-0359	FORECLOSURE	05/06/2011	Notice of Appearance and Waiver of Service	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	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	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	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 TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI187375-001	2011-0359	FORECLOSURE	05/31/2011	Notice of Appearance	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI188132-001	2011-0359	FORECLOSURE	06/08/2011	Affidavit of Corporate Service	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI192411-001	2011-0359	FORECLOSURE	07/15/2011	Stipulation	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	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	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	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	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	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	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, Esq. appointed...	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	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	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	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	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200392-001	2011-0359	FORECLOSURE	10/07/2011	Affidavit (Hoffmann)	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200393-001	2011-0359	FORECLOSURE	10/07/2011	Affidavit in Support of Issuance of Judgment of Foreclosure and Sale and in Support of Request for Award of Attorney's Fees	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200394-001	2011-0359	FORECLOSURE	10/07/2011	Proposed Judgment of Foreclosure and Sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200593-001	2011-0359	FORECLOSURE	10/07/2011	Affidavit (Martin)	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI200596-001	2011-0359	FORECLOSURE	10/07/2011	Referee's Report of Amount Due	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI203437-001	2011-0359	FORECLOSURE	11/16/2011	Judgment of Foreclosure and Sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CJ040511-001	2011-0359	FORECLOSURE	11/16/2011	JUDGMENT OF FORECLOSURE	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC

CI204149-001	2011-0359	FORECLOSURE	11/22/2011	Terms of Sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI204150-001	2011-0359	FORECLOSURE	11/22/2011	Notice of Sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI204428-001	2011-0359	FORECLOSURE	11/28/2011	Affidavit of Posting notice of sale	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI205797-001	2011-0359	FORECLOSURE	12/13/2011	Affidavit of Publication	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC
CI214688-001	2011-0359	FORECLOSURE	03/30/2012	Referee's Report of Sale showing Deficiency	CHEMUNG CANAL RPM ECOSYSTEMS TRUST COMPANY ITHACA LLC

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2011 APR -8 AM 11:34

SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

FORECLOSURE SUMMONS

v.

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.

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.

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2011 APR -8 AM 11:34

SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

v.

COMPLAINT

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.

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
ITHACA, 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 Northern 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 paragraphs 1 through 15 hereof.

22. That to further secure repayment of the Note, the defendant RPM did grant to the plaintiff a security interest in, inter alia, 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

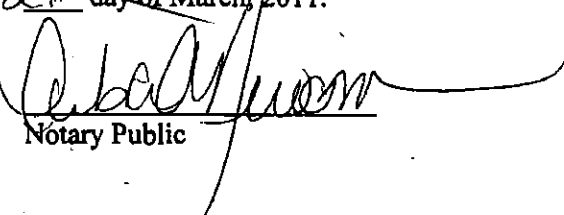
VERIFICATION

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
29th day of March, 2011.


ROBERT M. PICHETTE


Notary Public

DEBRA ANN NEWCOMER
Notary Public, State of New York
No. 81NE6088448
Qualified in Chemung County
Commission Expires May 14, 2014

Chemung Canal Trust Company
v.
RPM Ecosystems Ithaca, LLC, et al.

EXHIBIT A

NAME AND ADDRESS

CAPACITY

RPM Ecosystems Ithaca, LLC
2150 Dryden Road
Dryden, New York 13053

Mortgagor under Mortgage. Obligor under Note. Debtor under Security Agreement dated November 16, 2006.

RPM Holdings, LLC
2150 Dryden Road
Dryden, New York 13053

Guarantor under Unlimited Guaranty dated November 16, 2006.

Marvin G. Marshall
19 Observatory Circle
Ithaca, New York 14850

Guarantor under Limited Guaranty dated November 16, 2006.

Patricia J. Marshall
19 Observatory Circle
Ithaca, New York 14850

Guarantor under Limited Guaranty dated November 16, 2006.

US Income Partners LLC
3445 Winton Place, Suite 228
Rochester, NY 14623

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.

County of Tompkins
c/o Commissioner of Planning
125 East Court Street
Ithaca, New York 14850

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
Ithaca, New York 14850

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.

Ansbro Petroleum Company, LLC
555 17th Street, Suite 2505
Denver, Colorado 80202

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.

Beck Farms, LP
28 Red Mill Road
Freeville, New York 13068

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

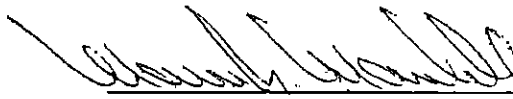
The signatures of Marvin G. Marshall, Patricia J. Marshall and RPM Holdings, LLC are affixed to this Allonge to evidence a waiver of any defense arising under principles of suretyship that they may have to the enforcement of any guaranty or other instrument executed by them securing, backing or supporting repayment of the aforescribed debt instrument as modified by this Allonge.

Dated April 24, 2009 at Ithaca, New York.

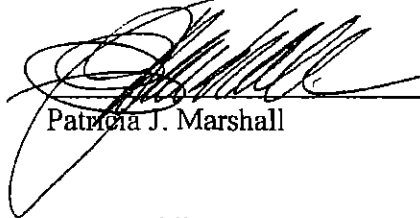
RPM Ecosystems Ithaca, LLC



By: Marvin G. Marshall, its manager

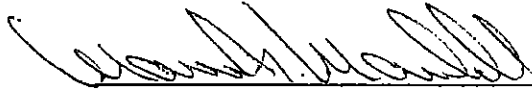


Marvin G. Marshall



Patricia J. Marshall

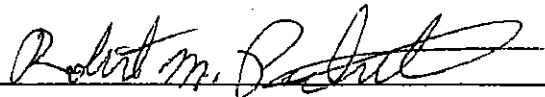
RPM Holdings, LLC



By: Marvin G. Marshall, its manager

Consent to Allonge:

Chemung Canal Trust Company



By:

AFFIDAVIT OF SERVICE

R. D. WELLS ATTORNEY SERVICES

Index # 2011-0359

STATE OF NEW YORK SUPREME COURT,

COUNTY TOMPKINS

CHEMUNG CANAL TRUST COMPANY,

Plaintiff

Against

Defendant

RPM ECOSYSTEMS ITHACA, LLC, et aL,

STATE OF NEW YORK
COUNTY OF ALBANY

Robert Wells, being duly sworn, deposes and says that he/she is over the age of eighteen(18) years; that on 4/14/2011 at the office of the Secretary of State, of the State of New York in the City of Albany, New York he/she served the **Summons & Verified Complaint** annexed on **ANSBRO PETROLEUM COMPANY, LLC**.

Defendant in this action, by delivering to and leave with **Chad Mattice** an authorized agent in the office of the Secretary of State, of the State of New York, personally at the Office of the Secretary of State of the State of New York, two (2) true copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of \$40.00 dollars. That said service was made pursuant to Section 303 LLC, Business Corporation Law.

Deponent further says that he/she knew the person so served **Chad Mattice** as aforesaid to be an authorized agent in the Office of the Secretary of State of New York, duly authorized to accept such service on behalf of said defendant.

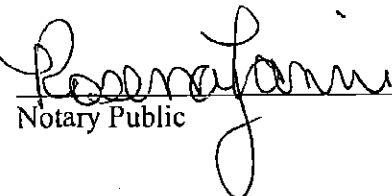
Deponent further states that he/she describes the person actually served as follows:

Sex: Male Skin Color: White Hair Color: Brown Age(approx) 25 Height (approx) 6'3 Weight (approx) 225

Other Identifying Features: Glasses

Robert Wells

Sworn to before me, this
4/14/2011


Notary Public

ROSEMARY LANNI
Notary Public, State of New York
Qualified in Albany County
Reg No 4904277
Commission Expires Nov 2, 2013

R. D. WELLS ATTORNEY SERVICES
P.O. Box 3931
Albany, NY 12203

RECEIVED/FILED
TOMPKINS COUNTY CLERK
2011 APR 20 PM 3:34

Chemung Canal Trust Company

APR 21 2011

-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

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.

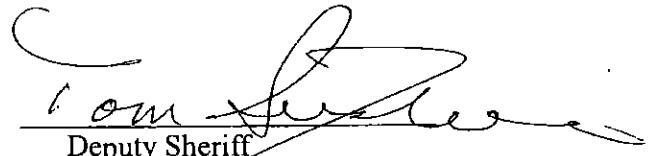
Deponent describes the individual as follows:

SEX: Female
SKIN COLOR: White
HAIR: Brown
DOB: 12/31/1967
AGE: 43
HEIGHT: 5' 6"
WEIGHT: 130
OTHER:

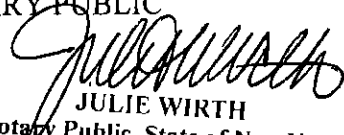
RECEIVED/FILED
TOMPKINS COUNTY CLERK
2011 APR 21 PM 3:30

Comment:

Subscribed and sworn
on Before me this
April 19, 2011


Deputy Sheriff
Tom Sexstone

NOTARY PUBLIC


JULIE WIRTH
Notary Public, State of New York
No. 01W16166965
Qualified in Monroe County
My Commission Expires 5/29/2011

Affidavit of Service

SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT

Index No. 2011-0359
Filed: 04/08/11

CHEMUNG CANAL TRUST COMPANY,

Plaintiff(s),

v.

RPM ECOSYSTEMS ITHACA, LLC,

Defendant(s).

RECEIVED FILED
TOMPKINS COUNTY YCLERK
2011 APR 28 PM 3:55

STATE OF NEW YORK, COUNTY OF TOMPKINS, SS.:

James F. Inman, the undersigned, being duly sworn, deposes and says; deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on April 19, 2011, at 3:40PM, at 2B Red Mill Road, Freeville, New York 13068, deponent served the within FORECLOSURE SUMMONS and COMPLAINT

Upon: BECK FARMS, LP

- () 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 LLC/LLP By delivering to and leaving with Russell Beck said individual to be Managing Member who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
() 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/respondent's () 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 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
() MAILING 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

Table with 7 columns: DESCRIPTION, Male, White Skin, Black Hair, White Hair, 14-20 Yrs., Under 5', Under 100 Lbs. and 7 rows of physical characteristics.

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 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.

Signature of James F. Inman
SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 20th day of April, 2011

Signature of Emily Eva Emmick
SIGNATURE OF NOTARY PUBLIC

EMILY EVA EMMICK
Notary Public - State of New York
No. 01EM61B7060
Qualified in Tompkins County
My Commission Expires May 12, 2012

Affidavit of Service

SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT

Index No. 2011-0359
Filed: 04/08/11

CHEMUNG CANAL TRUST COMPANY,

Plaintiff(s),

v.

RPM ECOSYSTEMS ITHACA, LLC,

Defendant(s).

RECEIVED FILED
TOMPKINS COUNTY CLERK
2011 APR 28 PM 3:55

STATE OF NEW YORK, COUNTY OF TOMPKINS, SS.:

James F. Inman, the undersigned, being duly sworn, deposes and says: deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on April 15, 2011, at 2:50PM, at 125 East Court Street, Ithaca, New York 14850, deponent served the within FORECLOSURE SUMMONS and COMPLAINT

Upon: COUNTY OF TOMPKINS

- () 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 LLC/LLP By delivering to and leaving with Jonathan Wood said individual to be Tompkins County Attorney who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
() 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/respondent's () 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 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
() MAILING A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U.S.P.S. and mailed to the above address on

Table with columns for Description, Male, White Skin, Black Hair, White Hair, 14-20 Yrs., Under 5', Under 100 Lbs., Female, Black Skin, Brown Hair, Balding, 21-35 Yrs., 5'0"-5'3", 100-130 Lbs., Yellow Skin, Blonde Hair, Mustache, 36-50 Yrs., 5'4"-5'8", 131-160 Lbs., Brown Skin, Gray hair, Beard, 51-65 Yrs., 5'9"-6'0", 161-200 Lbs., Red Skin, Red hair, Glasses, Over 65 Yrs., Over 6', Over 200 Lbs.

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 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.

Signature of James F. Inman
SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 19th day of April, 2011

Signature of Emily Eva Emmick
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

Affidavit of Service

SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT

Index No. 2011-0359
Filed: 04/08/11

CHEMUNG CANAL TRUST COMPANY,

Plaintiff(s),

v.

RPM ECOSYSTEMS ITHACA, LLC,

Defendant(s).

RECEIVED BY THE CLERK OF THE SUPREME COURT OF TOMPKINS COUNTY APR 28 PM 3:55

STATE OF NEW YORK, COUNTY OF TOMPKINS, SS.:

James F. Inman, the undersigned, being duly sworn, deposes and says; deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on April 15, 2011, at 3:20PM, at 401 East State Street, Suite 402B, Ithaca, New York 14850, deponent served the within FORECLOSURE SUMMONS and COMPLAINT

Upon: TOMPKINS 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 LLC/LLP By delivering to and leaving with Ina Arthur said individual to be Office Manager who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
() 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/respondent's () 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 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
() MAILING 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

Table with 7 columns: (X) DESCRIPTION, Male, Female, White Skin, Black Skin, Black Hair, Brown Hair, White Hair, Balding, 14-20 Yrs., 21-35 Yrs., 36-50 Yrs., 51-65 Yrs., Over 65 Yrs., Under 5', 5'0"-5'3", 5'4"-5'8", 5'9"-6'0", Over 6', Under 100 Lbs., 100-130 Lbs., 131-160 Lbs., 161-200 Lbs., Over 200 Lbs.

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 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.

Signature of James F. Inman
SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 19th day of April, 2011

Signature of Emily Eva Emmick
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

Affidavit of Service

SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT

Index No. 2011-0359
Filed: 04/08/11

CHEMUNG CANAL TRUST COMPANY,

Plaintiff(s),

v.

RPM ECOSYSTEMS ITHACA, LLC,

Defendant(s).

RECEIVED FILED
TOMPKINS COUNTY CLERK
2011 APR 28 PM 3:55

STATE OF NEW YORK, COUNTY OF TOMPKINS, SS.:

James F. Inman, the undersigned, being duly sworn, deposes and says; deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on April 18, 2011, at 10:45AM, at 95 Brown Road, #139, Ithaca, New York 14850, deponent served the within FORECLOSURE SUMMONS and COMPLAINT

Upon: MARVIN G. MARSHALL

- (X) INDIVIDUAL By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.
() CORPORATION LLC/LLP By delivering to and leaving with... said individual to be... who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
() 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/respondent's () 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 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...
() MAILING 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...

Table with columns for Description, Male, Female, White Skin, Black Skin, Yellow Skin, Brown Skin, Red Skin, Black Hair, Brown Hair, Blonde Hair, Gray hair, Red hair, White Hair, Balding, Mustache, Beard, Glasses, 14-20 Yrs., 21-35 Yrs., 36-50 Yrs., 51-65 Yrs., Over 65 Yrs., Under 5', 5'0"-5'3", 5'4"-5'8", 5'9"-6'0", Over 6', Under 100 Lbs., 100-130 Lbs., 131-160 Lbs., 161-200 Lbs., 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.

Signature of James F. Inman
SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 21st day of April, 2011

Signature of Emily Eva Emmick
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

Affidavit of Service

SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT

Index No. 2011-0359
Filed 04/08/11
RECEIVED/FILED
TOMPKINS COUNTY CLERK
2011 APR 28 PM 3:55

CHEMUNG CANAL TRUST COMPANY,

Plaintiff(s),

v.

RPM ECOSYSTEMS ITHACA, LLC,

Defendant(s).

STATE OF NEW YORK, COUNTY OF TOMPKINS, SS.:

James F. Inman, the undersigned, being duly sworn, deposes and says; deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on April 18, 2011, at 10:45AM, at 95 Brown Road, #139, Ithaca, New York 14850, deponent served the within FORECLOSURE SUMMONS and COMPLAINT Upon: RPM ECOSYSTEMS ITHACA, LLC

- () 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 LLC/LLP By delivering to and leaving with Marvin G. Marshall said individual to be Managing Member who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
() 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/respondent's () 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 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
() MAILING 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

Table with columns for Description, Male, Female, White Skin, Black Skin, Yellow Skin, Brown Skin, Red Skin, Black Hair, Brown Hair, Blonde Hair, Gray hair, Red hair, White Hair, Balding, Mustache, Beard, Glasses, 14-20 Yrs., 21-35 Yrs., 36-50 Yrs., 51-65 Yrs., Over 65 Yrs., Under 5', 5'0"-5'3", 5'4"-5'8", 5'9"-6'0", Over 6', Under 100 Lbs., 100-130 lbs., 131-160 Lbs., 161-200 lbs., Over 200 Lbs.

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 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.

Signature of James F. Inman
SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 21st day of April, 2011

Signature of Emily-Eva Emmick
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

Affidavit of Service

SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT

Index No. 2011-0359
Filed: 04/08/11

CHEMUNG CANAL TRUST COMPANY,

Plaintiff(s),

v.

RPM ECOSYSTEMS ITHACA, LLC,

Defendant(s).

RECEIVED 11:11 AM APR 28 2011 TOMPKINS COUNTY CLERK

STATE OF NEW YORK, COUNTY OF TOMPKINS, SS.:

James F. Inman, the undersigned, being duly sworn, deposes and says; deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on April 18, 2011, at 10:45AM, at 9S Brown Road, #139, Ithaca, New York 14850, deponent served the within FORECLOSURE SUMMONS and COMPLAINT Upon: RPM HDLDINGS, LLC

- () 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 LLC/LLP By delivering to and leaving with Marvin G. Marshall said Individual to be Managing Member who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.
() SUITABLE AGE PERSON By delivering to and leaving with a true copy thereof, a person of suitable age and discretion.
() AFFIXING TO DOOR 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.
() MAILING A copy thereof was deposited in a postpaid, properly addressed envelope, marked "Personal and Confidential" in a depository maintained by the U.S.P.S. and mailed to the above address on

Table with 7 columns: DESCRIPTION, Male, Female, White Skin, Black Skin, Yellow Skin, Brown Skin, Red Skin, Black Hair, Brown Hair, Blonde Hair, Gray hair, Red hair, White Hair, Balding, Mustache, Beard, Glasses, 14-20 Yrs., 21-35 Yrs., 36-50 Yrs., 51-65 Yrs., Over 65 Yrs., Under 5', 5'0"-5'3", 5'4"-5'8", 5'9"-6'0", Over 6', Under 100 Lbs., 100-130 Lbs., 131-160 Lbs., 161-200 Lbs., Over 200 Lbs.

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 clothes and no military uniform.

Signature of James F. Inman
SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 21st day of April, 2011

Signature of Emily Eva Emmick
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

Affidavit of Service

SUPREME COURT: STATE OF NEW YORK, COUNTY OF TOMPKINS

COURT

Index No. 2011-0359
Filed: 04/08/11

CHEMUNG CANAL TRUST COMPANY,

Plaintiff(s),

v.

RPM ECOSYSTEMS ITHACA, LLC,

Defendant(s).

RECEIVED BY THE CLERK
TOMPKINS COUNTY
2011 APR 28 PM 3:55

STATE OF NEW YORK, COUNTY OF TOMPKINS, SS.:

James F. Inman, the undersigned, being duly sworn, deposes and says; deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on April 18, 2011, at 10:45AM, at 95 Brown Road, #139, Ithaca, New York 14850, deponent served the within FORECLOSURE SUMMONS and COMPLAINT Upon: PATRICIA J. MARSHALL

() INDIVIDUAL By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the individual described therein.

() CORPORATION LLC/LLP By delivering to and leaving with _____ said individual to be _____ who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity.

(X) SUITABLE AGE PERSON By delivering to and leaving with Marvin G. Marshall, husband a true copy thereof, a person of suitable age and discretion. Said premises is defendant's/respondent's () dwelling place/usual place of abode (X) place of business/employment () last known address within the state.

() AFFIXING TO DOOR 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 _____

(X) MAILING 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 17 Observatory Circle, Ithaca, NY on 4/20/11

Table with 7 columns: Male/Female, Skin (White/Black/Yellow/Brown/Red), Hair (Black/Brown/Blonde/Gray/Red), Hair (White/Balding/Mustache/Beard/Glasses), Age (14-20, 21-35, 36-50, 51-65, Over 65), Height (Under 5', 5'0"-5'3", 5'4"-5'8", 5'9"-6'0", Over 6'), Weight (Under 100, 100-130, 131-160, 161-200, 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.

[Signature]
SIGNATURE OF PROCESS SERVER

SUBSCRIBED AND SWORN to before me this 21st day of April, 2011

[Signature]
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

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
TOMPKINS COUNTY CLERK

2011 AUG 31 PM 3:00

**ORDER APPOINTING
SUBSTITUTE REFEREE**

Index No. 2011-0359
RJI No. 2011-0388-0

Property located at:
**2150 Dryden Road
Dryden, New York**

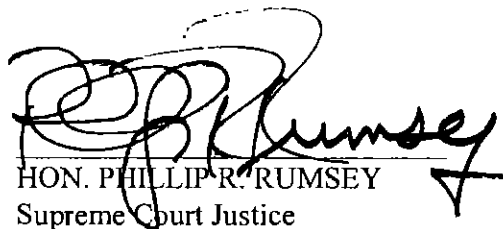
On the Summons, Complaint, Notice of Pendency, and all other papers filed in this action and proceedings had herein, and upon the representation of Stephen B. Flash, Esq., the referee appointed by Order dated August 8, 2011, that he is unable to continue in that capacity due to a conflict of interest 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

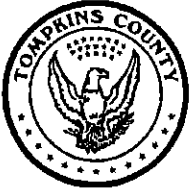
ORDERED that James R. Henry, Esq., of 201 E. Cortland Street, P.O. Box 95, Groton, New York, 13073, Tel. No. (607) 898-3209, is hereby appointed as a substitute referee; and it is further

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


HON. PHILLIP R. 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



* C J 0 4 0 5 1 1 - 0 0 1 *

RECEIVED/FILED
TOMPKINS COUNTY CLERK

2011 NOV 16 PM 1:42

SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

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,

Defendants.

**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

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 (without attorneys' fees) with interest accruing thereafter at the per diem rate of ~~\$797.27~~ ^{494.27}; 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, ^{alleges that it} has 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, on motion of the Crossmore Law 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 the Ithaca Journal, that such sale shall be according to the Terms of Sale, which is annexed hereto as EXHIBIT B; that

PR ² attorneys for plaintiff, and this court having duly 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. * *prc*

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 attorneys' fees of \$4,500.00 in the amount ~~above specified~~, together with any additional attorneys' fees which may

prc
prc

* see footnote on p. 5.

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.

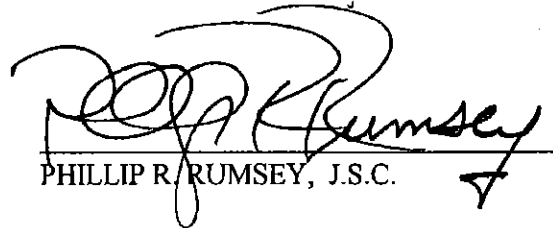
That in case the plaintiff be the purchaser of said mortgaged premises at said sale, or in the event that the rights of the purchaser at said sale and the terms of the sale under this judgment shall be assigned to and be acquired by the plaintiff, and a valid assignment thereof filed with said referee, 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~~" ^{and "FIFTH"}; 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~~" ^{SIXTH}; 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.

772
Dated November 14, 2011
at ~~the~~ Cortland, New York
ENTER:


PHILLIP R. RUMSEY, J.S.C.

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], citing Jacobie v Mickle, 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;

EXHIBIT A

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,

v.

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

EXHIBIT

B

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;
3. 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: _____

JAMES R. HENRY, Referee

SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

RECEIVED/FILED
TOMPKINS COUNTY CLERK
2011 NOV 22 PM 4:02

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,

Defendants.

TERMS OF SALE

Index No. 2011-0359

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;
3. 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

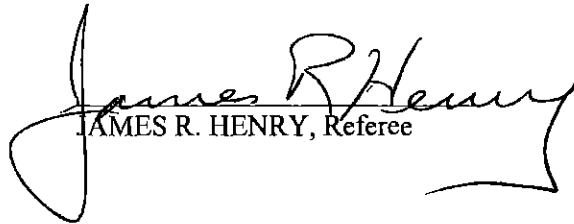
be otherwise barred and foreclosed by the Judgment of Foreclosure and Sale herein;

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


JAMES R. HENRY, Referee

SUPREME COURT : STATE OF NEW YORK
COUNTY OF TOMPKINS

RECEIVED/FILED
TOMPKINS COUNTY CLERK
2011 NOV 22 PM 4:02

CHEMUNG CANAL TRUST COMPANY,

Plaintiff,

v.

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,

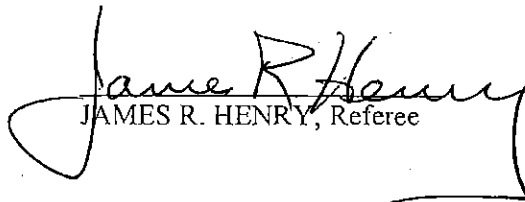
Defendants.

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


JAMES R. HENRY, Referee

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;

59



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
590093-001

No. of Pages: 6
(including this cover page)

Delivered By:
CROSSMORE LAW OFFICE

Receipt No. 590093

Return To:
CROSSMORE LAW OFFICE
115 WEST GREEN STREET
ITHACA, NY 14850

Date: 04/13/2012

Time: 03:58 PM

Document Type: DEED

Parties
To Transaction: HENRY TO CHEMUNG CANAL

Town/City: DRYDEN

Deed Information

Mortgage Information

Taxable Consideration: \$250,000.00

Taxable Mortgage Amount:

State Transfer Tax: \$1,000.00

Basic Mortgage Tax:

County Transfer Tax: \$500.00

Special Mortgage Tax:

RETT No.: 01361

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 0 0 9 3 - 0 0 1 *

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 17th 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.

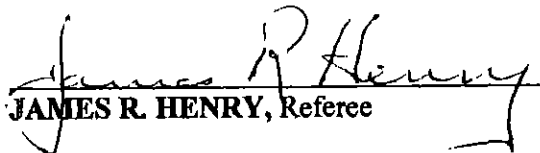
BEING the same premises conveyed to RPM Ecosystems Ithaca, LLC by deed from Paul E. Cook and Betty J. Cook dated September 22, 2006, recorded September 22, 2006 in the Tompkins County Clerk's Office as Instrument No. 497111-004.

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.

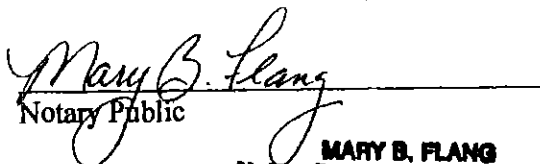
TO HAVE AND HOLD the premises herein granted unto the buyer, the successors and assigns of the buyer forever.

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

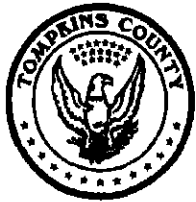

JAMES R. HENRY, Referee

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

On the 19th day of March, 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.


Notary Public

MARY B. FLANG
Notary Public, State of New York
No. 01FL4802080
Qualified in Tompkins County
Commission Expires Feb 28, 2015



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number

598288-001

No. of Pages: 7
(including this
cover page)
Receipt No. 598288

Delivered By:
GUTTMAN & WALLACE

Date: 10/05/2012

Return To:
GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

Time: 04:08 PM

Document Type: DEED

Parties
To Transaction: CHEMUNG CANAL TRUST COMPANY - PINNE

Town/City: DRYDEN

Deed Information

Taxable Consideration: \$225,000.00

State Transfer Tax: \$900.00

County Transfer Tax: \$450.00

RETT No.: 00367

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

Tompkins County Clerk

Please do not remove this page.



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;

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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 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;
and

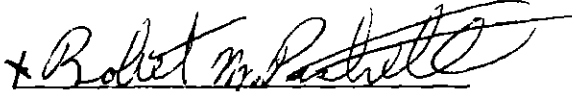
THIRD, That, in Compliance with Section 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the 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

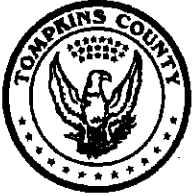
STATE OF NEW YORK)
COUNTY OF CHEMUNG)SS.:

On the 2nd 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.


NOTARY PUBLIC

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

FOR CHARLES GUTSMAN



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: 2
(including this
cover page)

Receipt No. 598288

Date: 10/05/2012

Time: 04:12 PM

Document Type: MISC RECORDS

Parties
To Transaction: CHEMUNG CANAL TRUST COMPANY

Town/City:

Delivered By:
GUTTMAN & WALLACE

Return To:
GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

Deed Information

Mortgage Information

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.:

State of New York
Tompkins County Clerk

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

Tompkins County Clerk

Please do not remove this page.

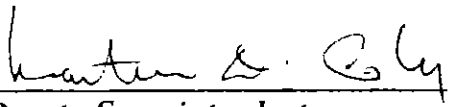


New York State
Department of Financial Services

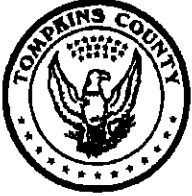
I, **MARTIN D. COFSKY**, Deputy Superintendent, Community and Regional Banks, Banking Division, New York State Department of Financial Services, **DO HEREBY CERTIFY:**

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.


Deputy Superintendent
Community and Regional Banks

62



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
598288-003

No. of Pages: 2
(including this cover page)

Receipt No. 598288

Date: 10/05/2012

Time: 04:12 PM

Document Type: MISC RECORDS

Parties
To Transaction: CHEMUNG CANAL TRUST COMPANY

Town/City:

Delivered By:
GUTTMAN & WALLACE

Return To:
GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

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.



Corporate Tax Search

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

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

Corporation name: **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:

None

Other fees due


License fee (Article 9, section 181):

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?

 Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Corporation Tax Information Center (518) 485-6027
To order forms and publications. (518) 457-5431

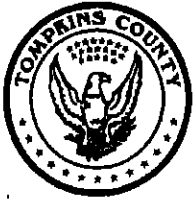


Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): If you have access to a TTY, contact us at (518) 485-5082. If you do not own a TTY, check with independent living centers or community action programs to find out where machines are available for public use.



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

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Aurora R. Valenti
TOMPKINS COUNTY CLERK

Instrument Number
598288-004

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

No. of Pages: 2
(including this cover page)

Delivered By:
GUTTMAN & WALLACE

Receipt No. 598288

Return To:
GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

Date: 10/05/2012

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

Please do not remove this page.



CORPORATE RESOLUTION

I, JANE H. ADAMY, being duly sworn deposes and says that she is Senior Vice President & Corporate Secretary of CHEMUNG CANAL TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York; and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors at a meeting duly held in the City of Elmira, New York on March 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 and any officer assigned to the Audit Department) Branch Manager, or any officer or accounting manager assigned to the Finance Department 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 and any officer assigned to the Audit Department, is authorized and empowered to sign, execute and endorse the following in amounts not to exceed \$100,000.00:

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

FURTHER RESOLVED, that any two of the following officers (with the exception of the Chief Auditor and any officer assigned to the Audit Department): the President, an Executive Vice President, a Senior Vice President, a Vice President, or any one of them, together with any officer whose title is not designated above, or the accounting manager assigned to the Finance Department, are authorized and empowered to:

- (a) Sign orders for the delivery of securities owned by the corporation;
- (b) Buy for the corporation securities conforming to the laws governing investments for trust companies in the State of New York;
- (c) Sell, assign and transfer shares of corporate stock, United States Government Bonds, bonds or indebtedness, debenture bonds or debenture stocks and real estate owned and held by the corporation; and to make, execute and deliver in the name and on behalf of the corporation all necessary and proper documents including such as may be necessary for the appointment of an attorney or attorneys to accomplish the same;
- (d) Execute such other documents necessary to accomplish the foregoing; and be it.

FURTHER RESOLVED, that any one of the following officers: the President, an Executive Vice President, a Senior Vice President, a Vice President, the Treasurer or the Secretary, is authorized and empowered to sign and execute transfers and conveyances of real 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 Chief Auditor and any officer assigned to the Audit Department), each and every officer or accounting manager assigned to the Finance Department, and any Branch Manager, whether or not an officer, is authorized and empowered to:

- (a) Sign and execute assignments and discharges of mortgages;
- (b) Sign notes evidencing borrowings of the corporation;
- (c) Sign safe deposit leases;
- (d) Release assignments of life insurance policies assigned as security for loans;
- (e) Accept on behalf of the corporation and to evidence the same by signing on its behalf all acceptances of trust of whatsoever nature and description conferred upon, endorsed or committed to it;
- (f) Buy, sell and assign or otherwise dispose of for and on behalf of the corporation as fiduciary in its proper fiduciary capacity United States Government Bonds, corporate or other bonds, stocks, debentures and other securities and bonds and mortgages; and 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;
- (g) Affix and attest the seal of the corporation.

The foregoing resolution has not been amended and is in full force and effect as of the date hereof; and Robert M. Pichette, Vice President and Chester L. Reed, Vice President are duly elected and are acting officers of this corporation, authorized and empowered to act under said resolution.

Dated at Elmira, New York, this 22nd day of February, 2011

DEBRA ANN NEWCOMER
Notary Public, State of New York
No. 01NE058448
Qualified in Chemung County
Commission Expires May 14, 2011

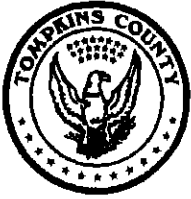
Jane H. Adamy
Senior Vice President & Corporate Secretary

Sworn to before me this

22nd day of February, 2010-2011

Debra Ann Newcomer
Notary Public (Affix Seal)

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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
598288-005

No. of Pages: 10
(Including this cover page)

Delivered By:
GUTTMAN & WALLACE

Receipt No. 598288

Return To:
GUTTMAN & WALLACE
411 N TIOGA ST
ITHACA, NY 14850

Date: 10/05/2012

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

Please do not remove this page.



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 money.
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.

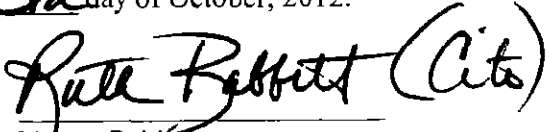
Attached hereto is a copy of said notice of January 11, 2011 and orders of the Bankruptcy Court dated December 28, 2010 and Stipulation of December 28, 2010.

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 Goldenhuys, that TCIDA considers this lease terminated.



EDWARD Y. CROSSMORE

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

By: Bridget A. Martin, Asst. Sec.
Bridget A. Martin, Assistant Secretary

CHEMUNG CANAL TRUST COMPANY

by: Robert M. Rochette
VICE PRESIDENT

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.

Debra A. Schneckenburger
Notary Public


DEBRA A. SCHNECKENBURGER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN LIVINGSTON COUNTY
MY COMMISSION EXPIRES MARCH 20, 2015

STATE OF NEW YORK)
COUNTY OF CHEMUNG) 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 Robert M. Rochette 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

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


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

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

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

RECEIVED

DEC 28 2010

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

OFFICE OF THE BANKRUPTCY CLERK
SYRACUSE, NY

In re:

RPM HOLDINGS, LLC,

Debtor.

**ORDER APPROVING
STIPULATION**

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

In re:

RPM ECOSYSTEMS ITHACA, LLC,

Debtor.

Jointly Administered

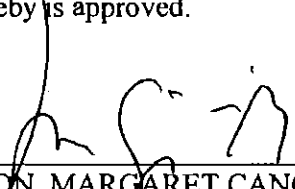
2011 JAN -3 PM 12:33
CLERK OF THE
BANKRUPTCY COURT
N.D. OF NY
SYRACUSE

FILED

Upon the Stipulation executed by Edward Y. Crossmore, Esq., attorney for Chemung Canal 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 January 3, 2011
at Syracuse, New York



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

RECEIVED

DEC 28 2010

OFFICE OF THE BANKRUPTCY JUDGE
SYRACUSE, NY

RECEIVED

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

DEC 28 2010

OFFICE OF THE BANKRUPTCY CLERK
SYRACUSE, NY

In re:

STIPULATION

RPM HOLDINGS, LLC,

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

Debtor.

Jointly Administered

In re:

RECEIVED

RPM ECOSYSTEMS ITHACA, LLC,

DEC 28 2010

Debtor.

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 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 approval of the Stipulation by the Court, that the time for the debtors to make the December 2010 payment required by the Order, shall be extended to December 31, 2010.

2011 JAN 3 3 PM 12:33
CLERK OF THE COURT
BANKRUPTCY COURT
N. DISTRICT OF NY
SYRACUSE

FILED

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: Dec 23, 2010
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: December 21, 2010
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

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.

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.

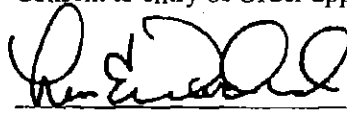
Dated: _____
at Ithaca, New York

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



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

APPENDIX 5

Site Representative Interview

Project No. _____ Date of Interview: _____ Conducted by: _____

Address (tax # if undeveloped): 2150 Dryden Rd. Dryden ny 13053

Interviewee & Relationship to Site: Tracy Pinney/co-owner How long affiliated with Site: 5 yrs.

Title/Position/Relationship to Site
 Owner Owner Representative Former Owner Occupant
 Former Occupant Neighbor Purchaser Seller Real estate agent
 Property Manager Other (explain): _____

Additional Contacts: Scott Pinney

1. What is the purpose of this assessment? Selling the property Purchasing the property Construction loan
 Re-financing the property Other (explain): Development of solar farm

2. 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): _____ Total sq. ft. of building(s): _____
 Acreage of Site: _____ Unknown NA

Building #/location:	Sq. ft.	Construction Date:
Building #2/location:	Sq. ft.	Construction Date:
Building #3/location:	Sq. ft.	Construction Date:
Building #4/location:	Sq. ft.	Construction Date:

4. What is the CURRENT USE(S) of the Site (and/or Site Buildings if applicable) and DATES, if known? Unknown
Some Farming but mostly unused Acreage.

5. What are the PAST USE(S) of the Site (and/or Site Buildings if applicable) and DATES of occupancy, if known? Unknown
Tree Farm 2008-2011

6. Have any buildings been BURNED or DEMOLISHED on the Site? No Yes Unknown
 Explain: _____

Was the Debris:
 Burned on Site No Yes Unknown Buried on Site No Yes Unknown
 Removed from Site No Yes Unknown
 Explain: _____

Has the Site ever been developed with a residential structure? No Yes Unknown

7. Is the SITE or any ADJOINING PROPERTY CURRENTLY or PREVIOUSLY utilized as any of the following?
 Dry Cleaning Facility No Yes Unknown Site Adjoining Property to the _____
 Dates and Explain: _____

X-ray or Film Developing No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Is there a Metal Recovery System in Place? No Yes Unknown
Explain:

Car Repair Shop: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Paint/Body Shop: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Gasoline Station: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Industrial Property: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

8. What are the CURRENT and PREVIOUS USE(S) of the ADJOINING PROPERTIES?
Direction Current Use/Occupant Past Uses/Occupant

North: Farming
South: Cemetary
East: ROADWAY
West: ROADWAY

9. Is SANITARY WASTE WATER CURRENTLY or was PREVIOUSLY Generated and how is/was it Disposed of?
 No Yes Unknown Discharge Point: Public System Private System Unknown
 Other (explain):

If PRIVATE SYSTEM where is the leach field currently located?

Is NON-SANITARY WASTE WATER CURRENTLY or was PREVIOUSLY Generated and how is/was it Disposed of?
 No Yes Unknown Discharge Point: Public System Private System Unknown
 Other (explain):

If PRIVATE SYSTEM where is the discharge point currently located?

Are any of the following CURRENTLY or PREVIOUSLY located at the Site?

SEPTIC TANK: No Yes Unknown Location:

Dates of Usage:

LEACHFIELD: No Yes Unknown Location:

Dates of Usage:

INJECTION WELL: No Yes Unknown Location:

Dates of Usage:

DRY WELL: No Yes Unknown Location:

Dates of Usage:

Are any of the following CURRENTLY or PREVIOUSLY located at the Site?

FLOOR DRAINS: No Yes Unknown Location:

Discharge Point:

TRENCH DRAINS: No Yes Unknown Location:

Discharge Point:

SUMP PUMPS: No Yes Unknown Location:

Discharge Point:

STORM DRAINS: No Yes Unknown Location:

Discharge Point:

OTHER: No Yes Unknown Location:

Project No. _____ Date of Interview: _____ Conducted by: _____

Address (tax # if undeveloped): _____

Interviewee & Relationship to Site: _____ How long affiliated with Site: _____

Title/Position/Relationship to Site Owner Owner Representative Former Owner Occupant
 Former Occupant Neighbor Purchaser Seller Real estate agent
 Property Manager Other (explain): _____

Additional Contacts: _____

1. What is the purpose of this assessment? Selling the property Purchasing the property Construction loan
 Re-financing the property Other (explain): *lease*

2. 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): *2* Total sq. ft. of building(s): *6900*
 Acreage of Site: *157* Unknown NA

Building #/location:	Sq. ft.	Construction Date:
Building #1/location:	<i>3200</i>	<i>2008</i>
Building #2/location:	<i>3700</i>	<i>2008</i>
Building #3/location:		
Building #4/location:		

4. What is the CURRENT USE(S) of the Site (and/or Site Buildings if applicable) and DATES, if known? Unknown
Storage

5. What are the PAST USE(S) of the Site (and/or Site Buildings if applicable) and DATES of occupancy, if known? Unknown
Agriculture

6. Have any buildings been BURNED or DEMOLISHED on the Site? No Yes Unknown
 Explain: _____

Was the Debris:
 Burned on Site No Yes Unknown Buried on Site No Yes Unknown
 Removed from Site No Yes Unknown
 Explain: _____

Has the Site ever been developed with a residential structure? No Yes Unknown

7. Is the SITE or any ADJOINING PROPERTY CURRENTLY or PREVIOUSLY utilized as any of the following?
 Dry Cleaning Facility No Yes Unknown Site Adjoining Property to the _____
 Dates and Explain: _____

X-ray or Film Developing No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Is there a Metal Recovery System in Place? No Yes Unknown
Explain:

Car Repair Shop: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Paint/Body Shop: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Gasoline Station: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

Industrial Property: No Yes Unknown Site Adjoining Property to the _____
Dates and Explain:

8. What are the CURRENT and PREVIOUS USE(S) of the ADJOINING PROPERTIES?
Direction Current Use/Occupant Past Uses/Occupant

North: Boys School
South: Cemetery
East: housing Commercial
West: farm

9. Is SANITARY WASTE WATER CURRENTLY or was PREVIOUSLY Generated and how is/was it Disposed of?
No Yes Unknown Discharge Point: Public System Private System Unknown
Other (explain):

If PRIVATE SYSTEM where is the leach field currently located?

Is NON-SANITARY WASTE WATER CURRENTLY or was PREVIOUSLY Generated and how is/was it Disposed of?
No Yes Unknown Discharge Point: Public System Private System Unknown
Other (explain):

If PRIVATE SYSTEM where is the discharge point currently located?

Are any of the following CURRENTLY or PREVIOUSLY located at the Site?

SEPTIC TANK: No Yes Unknown Location:

Dates of Usage:

LEACHFIELD: No Yes Unknown Location:

Dates of Usage:

INJECTION WELL: No Yes Unknown Location:

Dates of Usage:

DRY WELL: No Yes Unknown Location:

Dates of Usage:

Are any of the following CURRENTLY or PREVIOUSLY located at the Site?

FLOOR DRAINS: No Yes Unknown Location:

Discharge Point:

TRENCH DRAINS: No Yes Unknown Location:

Discharge Point:

SUMP PUMPS: No Yes Unknown Location:

Discharge Point:

STORM DRAINS: No Yes Unknown Location:

Discharge Point:

OTHER: No Yes Unknown Location:

Discharge Point:

Are any FLOOR DRAINS, TRENCH DRAINS, or SUMP(S) connected to an OIL/WATER SEPERATOR?
No Yes Unknown NA

Dates of Usage:

Location:

Have any drains been closed in place or sealed over? No Yes Unknown

If YES, date:

Location and explain:

10. Is the Site serviced with PUBLIC or PRIVATE WATER SYSTEMS and DATES of Connection, if known?

Type	Date of Connection/Usage	
<input type="checkbox"/> Public		<input type="checkbox"/> Unknown
<input type="checkbox"/> Well		<input checked="" type="checkbox"/> NA

Are there, or were there ever any OBSERVATION or MONITORING WELLS located on-Site?
No Yes Unknown NA

Location:

Purpose:

Dates of Usage/Installation:

11. Are ANY of the FOLLOWING located ON or ADJACENT TO the SITE? (Choose all that apply):

Type:	Location:	Type:	Location:
<input checked="" type="checkbox"/> Surface water		<input type="checkbox"/> Pits	
<input checked="" type="checkbox"/> Ponds		<input type="checkbox"/> Lagoons	
<input checked="" type="checkbox"/> Creek		<input type="checkbox"/> Drainage Ditch	
<input type="checkbox"/> Rivers		<input type="checkbox"/> Lakes	
<input type="checkbox"/> Unknown		<input type="checkbox"/> No	

12. What type of heating does this property CURRENTLY have, if any?
Choose all that apply and identify the associated building(s) and dates of connection if applicable.

Type	Date(s) of Connection/Usage	Type	Date(s) of Connection/Usage
<input checked="" type="checkbox"/> Natural Gas		<input type="checkbox"/> Oil	
<input type="checkbox"/> Propane		<input checked="" type="checkbox"/> Radiant	
<input type="checkbox"/> Coal		<input type="checkbox"/> Hot Water	
<input type="checkbox"/> Not Heated		<input type="checkbox"/> Unknown	
<input type="checkbox"/> Other (explain)			

If oil: How is/was the oil stored above ground storage tank underground storage tank (see Question 20)

Location:

What type of heating does this property PREVIOUSLY have, if any?
Choose all that apply and identify the associated building(s) and dates of connection if applicable.

Type	Date(s) of Connection/Usage	Type	Date(s) of Connection/Usage
<input checked="" type="checkbox"/> Natural Gas		<input type="checkbox"/> Oil	
<input type="checkbox"/> Propane		<input checked="" type="checkbox"/> Radiant	
<input type="checkbox"/> Coal		<input type="checkbox"/> Hot Water	
<input type="checkbox"/> Not Heated		<input type="checkbox"/> Unknown	
<input type="checkbox"/> Other (explain)			

If oil: How is/was the oil stored above ground storage tank underground storage tank (see Question 20)
Location:

13. Who Supplies ELECTRIC SERVICE to the Site?
 RG&E National Grid NYSEG Unknown NA
 Other:

14. What is the nature of SOLID WASTE Generated at the Site and Disposed of from the Site (including hazardous)?
Type of Waste? How is it stored? Who collects the waste and when?

15. To the best of your knowledge, have you ever GENERATED or TRANSPORTED HAZARDOUS WASTE from the Site?
 No Yes Unknown (if Yes, please provide Manifests)
Explain:

16. Do you TREAT or DISPOSE of any WASTE MATERIALS on-Site? (i.e., land filling, neutralization, incineration)
 No Yes Unknown
Explain:

17. Has any OTHER ENTITY ever been allowed to DUMP, STORE, DISPOSE, TRANSPORT, BURY, INCINERATE, OR LANDFILL any materials at the Site? No Yes Unknown

Who? What? When? Location:

18. Has FILL DIRT been brought onto the Site from an UNKNOWN ORIGIN OR CONTAMINATED SITE?
 No Yes Unknown
Explain:

19. Are there areas of the Site in which the any of the following were or are located? Unknown No
Type: Location: Type: Location:
 Gravel Debris
 Construction Materials Tree/Brush
 Other (explain):

20. Are there CURRENTLY or PREVIOUSLY any ABOVE (AST) or UNDERGROUND (UST) STORAGE TANKS located at the Site?
 No Yes Unknown Are they REGISTERED with the NYSDEC? No Yes Unknown

Tank Type (AST/UST) Capacity (Gallons) Product Installation Date Removal/Closure Date

1.

2.

3.

4.

5.

Are there any LEAK DETECTION DEVICES in place? No Yes Unknown
Explain:

Have any TANKS been: Unknown No

Date(s):

REMOVED from the Site

Explain:
Location:

CLOSED in place at the Site

Explain:
Location:

Is Documentation/Closure Reports /Analytical Data Available? No Yes Unknown
(Please provide copy)

Has any CONTAMINATION been identified or REMEDIATION been required at the Site; related to CURRENT OR PRIOR TANKS? No Yes Unknown
Explain:

Has any CONTAMINATION been identified or REMEDIATION been required at a neighboring property; related to CURRENT OR PRIOR TANKS? No Yes Unknown
Explain:

21. What type of CHEMICALS are CURRENTLY or have PREVIOUSLY been STORED or UTILIZED on Site?

Type: _____ Usage: _____ Storage Container/Capacity: _____ Disposal Method: _____

Are MSDS sheets readily available for these chemicals? No Yes Unknown (if Yes, please provide copies)

22. Have there been any SPILLS, UNPERMITTED DISCHARGES, or RELEASES of HAZARDOUS or CONTAMINATED MATERIALS or PETROLEUM PRODUCTS at or in the vicinity of the Site? No Yes Unknown

What? _____ When? _____ Location: _____

23. Are you AWARE if the SITE is listed as any of the following -Check all that Apply: No
(please provide information for 'yes' responses)

Regulatory Listing:

Explain:

- National Priority or Delisted Priority List
- CERLCIS Site
- CERCLIS NFRAP Site
- RCRA Generator Facility
- RCRA Treatment/Storage/Disposal Facility
- State or Local Landfill
- National Response Site
- NYSDEC Spill Site
- Hazardous Waste Disposal Site
- Brownfield or Voluntary Cleanup Site
- Institutional or Environmental Control Site
- Hazardous Substance Site

24. To the best of your knowledge, do you have any FEDERAL, STATE, or LOCAL PERMITS for the following?

None Air Emissions SPDES (waste water discharge)

Explain:

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 Unknown
Explain and provide DATES and any Documentation:
27. Are you aware of any ENVIRONMENTAL LIENS on the Site? No Yes Unknown
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? No Yes Unknown NA (Site is not being sold at this time)
Explain:
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
Explain:
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? No Yes Unknown
Explain:
35. Has the Site ever been utilized agriculturally? No Yes Unknown
If so, when?:
Explain: before 2010
RPM tree farm

APPENDIX 6

Local Government Records

Tax ID 038.000-0001-003.00100	Owner PINNEY SCOTT	Print Key 38.-1-3.1	
Street Address 2150 DRYDEN RD	Co Owner	Municipality TOWN OF DRYDEN	SWIS CODE 502489
Mailing Address 6 OTTI DR LANSING, NY 14882	Subdivision / Cross Street	Property Description STORAGE, Use Code 440	

Year Built 0	Heat	# of Bedrooms 0.0	Sq. Footage 0	# of Stories 0
House Type	Fuel	# of Baths 0.0	1st Floor SQFT 0	# Res. Units 0
Basement	Water PUBLIC		2nd Floor SQFT 0	# of Buildings 0
Exterior	Sewer PRIVATE	# of Fireplaces 0	Base SQFT 0	# of Garages 0
	Central Air			Story Height 0

Assessment \$478,000	School DRYDEN	North 908775
Land Value \$328,000	School Tax \$17,744.00	East 887239
Equalization Value 100% \$478,000		Latitude 42.4938607
Account # 0	County Tax \$8,256.00	Longitude -76.336165

Improvements

Improvement Type	Dimensions	SQ. Feet	Year	Improvement Type	Dimensions	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 Characteristics

Total Acres 157.72	Land SQ FT 6,870,283	Lot Size 0 X 0
Primary 1.00	Secondary 6.00	Leased
Wetlands 7.00	Water Front	Residual 18.00
Waste	Muck	Orchards
		Undeveloped 125.72
		Tillabe
		Vineyards
		Wooded
		Pasture
		Rear

Sales History

Grantor	Sale Price	Sale Date	Deed Book	Deed Page	Deed Valid	Deed Type	ARMS Length
RPM ECOSYSTEMS	225,000	10/04/2012	59828	8001			N
COOK PAUL E	330,000	09/22/2006	49711	1004			Y

Notes

REQUEST FOR INFORMATION
Freedom of Information Law
Effective January 1, 1978

Town Use Only: ____ # of copies \$ ____ Amount

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:

- | | |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Assessment Records - current and historical property cards | <input checked="" type="checkbox"/> Records of Environmental Concerns, issues, or violations |
| <input checked="" type="checkbox"/> Building Inspection Records | <input checked="" type="checkbox"/> Records of Tank installation, permits, removals, or closures |
| <input checked="" type="checkbox"/> Fire Marshal Records | <input checked="" type="checkbox"/> Records of Fires at the Site |
| <input checked="" type="checkbox"/> Code Enforcement Records | <input checked="" type="checkbox"/> Records of leaks or spills |
| <input checked="" type="checkbox"/> Records of contamination/cleanup/remediation | <input checked="" type="checkbox"/> Waste Disposal Records |

For the following property:
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

Signature

300 State Street, Suite 201
Address
Rochester, New York 14614
City, State, Zip

LaBella Associates
Representing

(585) 295-6247
Contact phone #

Email Address: avitulano@labellapc.com

TOWN USE ONLY		
Date Received: _____	APPROVED _____	DENIED _____ for the reason(s) checked below
____ Confidential Disclosure	____ Part of Investigatory Files	
____ Unwarranted Invasion of Personal Privacy	____ Exempted by Statute Other than FOIL	
____ Other (specify) _____		
_____ 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.

Vitulano, Alexandra

From: Kevin Ezell <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 Kevin@dryden.ny.us

"If men were angels, no government would be necessary" James Madison Federalist Paper #51



TOWN OF DRYDEN • DRYDEN, NEW YORK

65 EAST MAIN STREET, DRYDEN, NEW YORK 13063

607-844-9120

In the Heart of the Finger Lakes Region

ZONING & BUILDING CODE ENFORCEMENT

APPLICATION FOR BUILDING PERMIT

Date of Application: 5/2/07 Tax Parcel # 38.-1-3.1

Application is hereby made to: Build X, Extend _____, Convert _____, Other _____

A Structure located at (St. & No.) 2150 Dryden Road P.O. Box 6 Dryden

To be Used for Farm Equip. Storage At a Cost of _____

Owner of Land D.J. & Mary Marshall Builder Finger Lakes Construction

Is Property under Land Contract? () Yes No

Is Construction to be for someone other than present Land Owner?

Name _____ Mailing Address _____

The Structure(s) will be as follows:

Type of Construction: Wood Steel Masonry _____ Other _____

Number of Stories 1

Number of Family Units Single _____ Duplex _____ Multi _____ Commercial N/A

Type of Heat & Fuel Source NA

Number of Baths NA Number of Bedrooms NA

Square Footage: Living Area: _____ Basement _____ First Floor 3780
Second Floor _____ Over Second _____

The Undersigned applies for permission to do the above, in accordance with all provisions of all Laws or Regulations of the Town of Dryden, New York, or others having jurisdiction, and affirms that all 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: [Signature]
Applicant Address: 202 E. State St. Ithaca NY 14850
Applicant Phone: 607-273-1477

FOR 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 # 049-20072

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

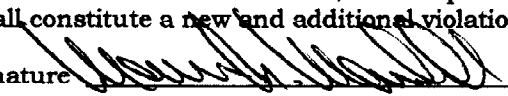
Subject: Violation of any part(s) of The Town of Dryden Zoning Ordinance or Title 19 N.Y.C.R.R. (Administration and Enforcement of the Uniform Building & Fire Prevention Code)

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 Strictly Enforce 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, certificates 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



Date

5-4-07

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	<u>Agricultural Pole Bldg</u>	Owner of Land	<u>RPM Ecosystems Ithaca, LL</u>
Address	<u>2150 Dryden Rd</u>	Date of Permit	<u>05/04/2007</u>
	<u>DRYDEN, NY 13053</u>	Expiration	<u>05/04/2008</u>
Permit Number	<u>0007972</u>	Special	<u></u>
	<u></u>	Signed	<u></u> Codes 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 Dryden Tax 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.

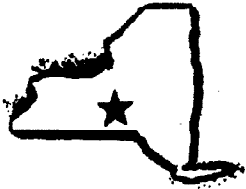
This certificate is issued for the completed construction of a 1-story metal pole barn for agricultural use. Trusses support a metal roof. The structure is for the storage of farm equipment. No electrical service is included in this certificate.

Issued:

February 13, 2008

By:

David W. Stewart
(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 7th, 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.**

Kush Strickland
Inspector for the Town of Dryden

Inspections Required

- | | |
|-------------------------------------------------------------------------|-------------------|
| A. Plans approved prior to issue of Building Permit | <u>5/7/07</u> |
| 1. Building layout conforms to Zoning & Fire Separation | <u>5/7/07</u> |
| B. Prior to pouring concrete for footings and/or foundation. | |
| 2. Foundation and or post excavation adequate | <u>OL 5/27/07</u> |
| 3. Grading adequate for effective drainage, lot or site only | <u>9/27/07</u> |
| C. After framing is completed, | |
| 4. Proper grade and spans | <u>NA</u> |
| 5. Pressure treated lumber or treated lumbers as necessary | <u>1/29/09</u> |
| 6. Insulation; Walls _____ Floors or slab _____ Ceiling | <u>NA</u> |
| 7. Proper openings for exit fire separation & egress | <u>NA</u> |
| 8. Rough electrical installation, (ONLY if INSTALLED) by others | <u>NA</u> |
| 9. Roof or Floor Trusses Stamped Design Spec. Sheet <i>on prints</i> | <u>NA</u> |
| C. Final Inspection after Structure is completed | |
| 10. Structure has been adequately weatherproofed | <u>1/29/08</u> |
| 11. Final Electrical Compliance (ONLY if INSTALLED) by others | <u>NA</u> |
| 12. Installation of all heating equipment. | <u>NA</u> |
| 13. Fuel storage is acceptable | <u>NA</u> |
| 14. Railings & steps as per code requirements | <u>NA</u> |
| D. Other Requirements or additional Certificates as Necessary. | |

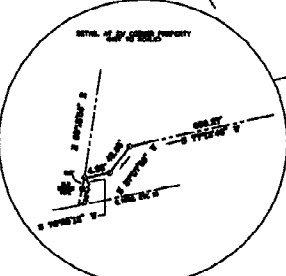
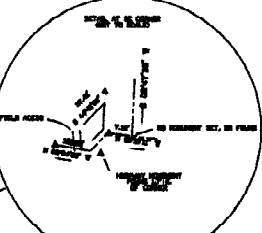
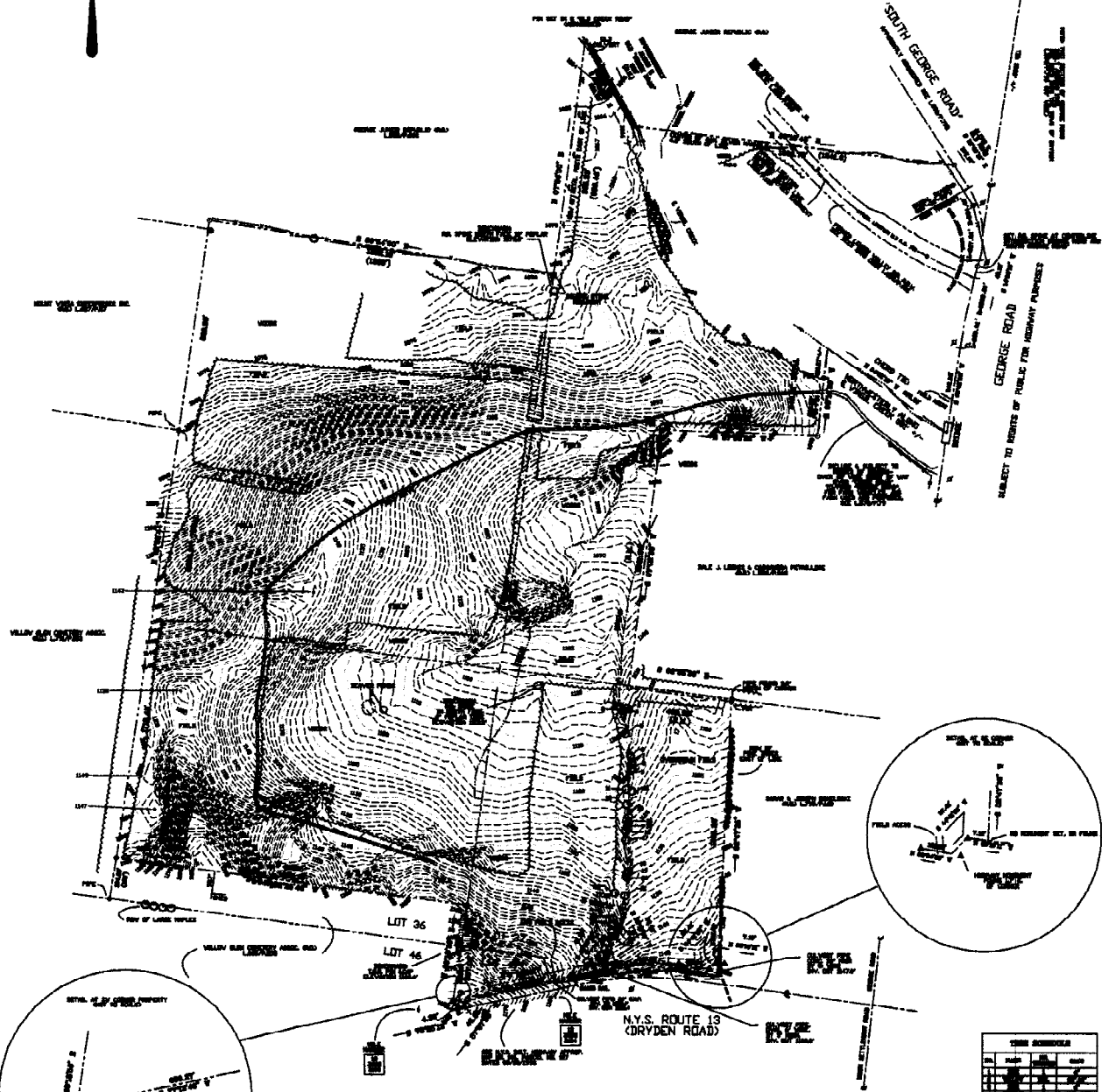
AREA: 158.2 ACRES TO G. GEORGE ROAD
(AND G. SOUTH GEORGE ROAD)
037.8 ACRES +/- NET TO GEORGE ROAD RELATED



1 INCHES TO 800 FEET HORIZONTAL SCALE

MAY BE SUBJECT TO:
N.Y.T. (A.D.) EASEMENTS (L80/P188, L 184/P187,
L184/P188, L184/P189, L184/P190, L184/P191, L184/P192,
L184/P193, L184/P194, L184/P195, L184/P196,
L184/P197, L184/P198, L184/P199, L184/P200)

N.Y.S. ROUTE 38
SOUTH GEORGE ROAD
GEORGE ROAD
SUBJECT TO RIGHTS OF PUBLIC FOR HIGHWAY PURPOSES



SURVEY MAP
LANDS OF
RPM ECOSYSTEMS ITHACA, LLC
MILITARY LOTS 36,37 & 47
TOWN OF DRYDEN
COUNTY OF TOMPKINS - STATE OF NEW YORK
TAX MAP NO. 36-1-31
REFERENCE DEED INSTRUMENT NO. 497111-004

NO.	DESCRIPTION
1	...
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7	...
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50	...

LEGEND:

- A BENCHMARK CONCRETE BENCHMARK
- ◉ BENCHMARK MONUMENT AS BENCHMARK
- SET 8/4" IRONS AND SURVEY CAP
- ∗ TOWNY PIN
- REPAIRED CURB
- (...) BOUNDARY LINE
- /R OVERHEAD UTILITY
- (S.M.) BOUNDARY MONUMENT
- FENCE
- CENTERLINE OF PAVED OR CRACK

DATUM: NAD 83
ELEVATIONS SHOWN HEREIN ARE IN FEET

NOTES:
UNDERGROUND UTILITIES, IF ANY, NOT LOCATED BY THIS SURVEY.
UNDERGROUND UTILITIES MUST BE FIELD VERIFIED BY OTHERS TO
VERIFY THEIR EXISTENCE AND/OR LOCATION.



AMENDED 1/18/07 TO SHOW ADDITIONAL TOPOGRAPHIC INFORMATION (06045898.dwg)
AMENDED 5/27/06 TO SHOW TOPOGRAPHIC INFORMATION AND AUTOCAD FORMAT CHANGES

STANDARD LAND SURVEYS
DATE: 10/2006
SCALE: 1"=200'
BY: J. A. POSEY
PROJECT: RPM ECOSYSTEMS ITHACA, LLC
TOWN: DRYDEN
COUNTY: TOMPKINS
STATE: NEW YORK
TAX MAP NO.: 36-1-31
REFERENCE DEED INSTRUMENT NO.: 497111-004

DATE: 10/20/2006



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

APPLICATION FOR BUILDING PERMIT

Date of Application: 11/5/07 Tax Parcel # 38.-1-3.1

Application is hereby made to: Build X, Extend _____, Convert _____, Other _____

A Structure located at (St. & No.) 2150 DRYDEN RD

To be Used for AGRICULTURE - POTTING At a Cost of _____

Owner of Land MARVIN MARSHAL Builder FINGERLAKES CONST

Is Property under Land Contract? () Yes (X) No

Is Construction to be for someone other than present Land Owner?

Name _____ Mailing Address _____

The Structure(s) will be as follows:

Type of Construction: Wood Steel Masonry Other POLE BARN

Number of Stories 1

Number of Family Units Single Duplex Multi Commercial (N/A)

Type of Heat & Fuel Source PROPANE - RADIANT

Number of Baths 0 Number of Bedrooms _____

Square Footage: Living Area: _____ Basement _____ First Floor 2646
Second Floor _____ Over Second _____

The Undersigned applies for permission to do the above, in accordance with all provisions of all Laws or Regulations of the Town of Dryden, New York, or others having jurisdiction, and affirms that all 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 GUTTRIDGE)

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 Paul W. Jones

Building Permit # 000 8090

Zoning Permit # 176-20072

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

Address 2150 Dryden Rd

DRYDEN NY 13053

Owner of Land RPM Ecosystems Ithaca, LL

Date of Permit 11/07/2007

Expiration 11/07/2008

Special _____

Signed 
CODE ENFORCEMENT OFFICER

Permit Number: 0008090

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. 0008090 located at 2150 Dryden Rd, DRYDEN NY 13053 within the Town of Dryden Tax 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 Agricultural in nature.

Issued: _____

August 4, 2010

By: _____

(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: 11/7/07 Building Permit #: 002090 Zoning Permit #: 176207 Z Parcel #: 38-1-3.1

PROJECT ADDRESS: 2150 Dryden Rd. OWNER: RPM Ecosystems Tracy, W. (MARTIN MARSHALL)
TYPE of STRUCTURE: Pole Barn, Agricultural 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.**

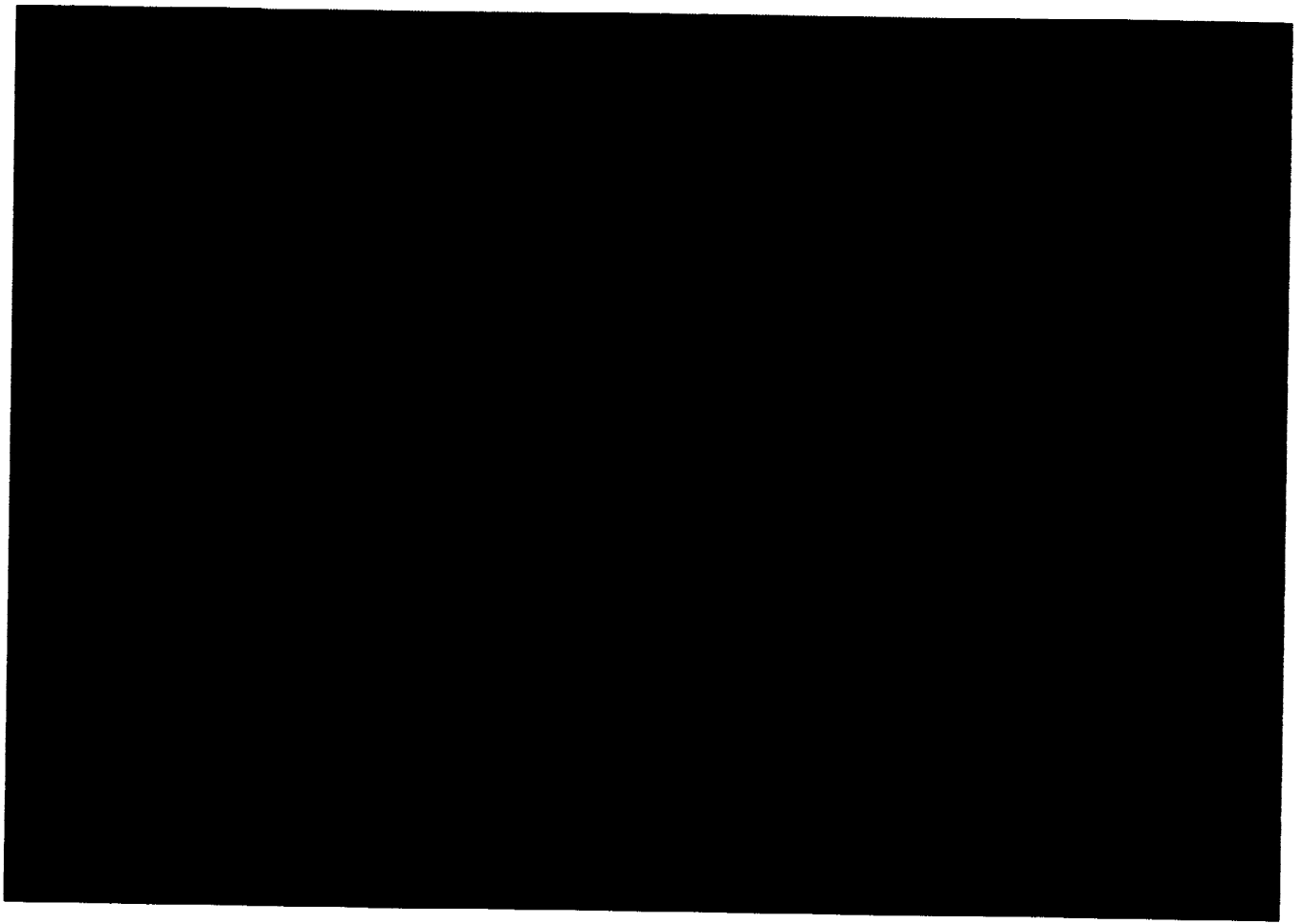
David W. Sprout
Inspector for the Town of Dryden
Kevin W. Ezell
DAVID W. SPROUT

Inspections Required

- A. Plans approved prior to issue of Building Permit
 - 1. Building layout conforms to Zoning & Fire Separation 11/7/07
- B. Prior to pouring concrete for footings and/or foundation
 - 2. Foundation and or post excavation adequate 12/20/07
 - 3. Grading adequate for effective drainage, lot or site only 12/20/07
- C. After framing is completed,
 - 4. Proper grade and spans 12/20/07
 - 5. Pressure treated lumber or treated lumbers as necessary 12/20/07
 - 6. Insulation; Walls 19 Floors or slab _____ Ceiling 30 12/29/07
 - 7. Proper openings for exit fire separation & egress 7/24/08
 - 8. Rough electrical installation, (ONLY if INSTALLED) by others 11/7/07
 - 9. Roof or Floor Trusses Stamped Design Spec. Sheet 11/7/07
- C. Final Inspection after Structure is completed
 - 10. Structure has been adequately weatherproofed 7/24/08
 - 11. Final Electrical Compliance (ONLY if INSTALLED) by others 7/24/08
 - 12. Installation of all heating equipment. 7/24/08
 - 13. Fuel storage is acceptable NA
 - 14. Railings & steps as per code requirements NA

D. Other Requirements or additional Certificates as Necessary.

Plumbing underfoot - 215 for area committee 2/11/08



(716) 339-2000

INSPECTED BY

[Handwritten signature]

[Faint, illegible text]



Property Description Report For: 2150 Dryden Rd, Municipality of Dryden

No Photo Available

Total Acreage/Size: 157.72
Land Assessment: 2016 - \$328,000
 2015 - \$328,000
Full Market Value: 2016 - \$478,000
 2015 - \$478,000
Equalization Rate: ----
Deed Book: 59828
Grid East: 887239

Status: Active
Roll Section: Taxable
Swis: 502489
Tax Map ID #: 38.-1-3.1
Property Class: 440 - Warehouse
Site: COM 1
In Ag. District: Yes
Site Property Class: 440 - Warehouse
Zoning Code: -
Neighborhood Code: 24020
School District: Dryden
Total Assessment: 2016 - \$478,000
 2015 - \$478,000
Property Desc:
Deed Page: 8001
Grid North: 908775

Owners

Owner Information Not Available

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	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:	Private	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:		Overall Condition:	Good
Overall Grade:	Average	Overall Desirability:	4

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
-----	------------	--------	-----------	---------------	------------	-----------	---------	-------------------------	---------

Improvements

Structure	Size	Grade	Condition	Year
Barn-pole	3,780.00 sq ft	Good	Good	2007
Barn-pole	3,200.00 sq ft	Average	Normal	2008

Special Districts for 2016

Description	Units	Percent	Type	Value
DA241-Dryden ambulance	0	0%		0
FD241-Dryden fire prot	0	0%		0

Special Districts for 2015

Description	Units	Percent	Type	Value
DA241-Dryden ambulance	0	0%		0
FD241-Dryden fire prot	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 * (?)

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!

copies, records, notes, clean-ups, remediation, records of environmental/ 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: W018383-022117
Contact 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 PM
To: Vitulano, Alexandra
Subject: 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



Vitulano, Alexandra

From: Vitulano, Alexandra
Sent: Tuesday, February 21, 2017 12:22 PM
To: 'efoia@uscg.mil'
Subject: 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.

APPENDIX 7

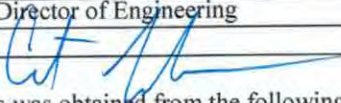
User Interview

USER QUESTIONNAIRE

Date: 3/8/2017 Site Name / Address: 2150 Dryden Road, Dryden NY 14850

Site Contact (to arrange Site visit / conduct Site owner interview) Name: A. Scott Pinney
Phone Number: (607) 533-9274 Email Address: tracypin@outlook.com

In order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "*Brownfields Amendments*"), the *user* must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The *user* should provide the following information to the *Environmental Professional*. Failure to conduct these inquiries could result in a determination that "*all appropriate inquiries*" is not complete.

User (Print Name): Chet Feldmann
Title: Director of Engineering
Signature: 

Information regarding these questions was obtained from the following parties (if applicable): Owner & Stewart Title Search

Purpose of this Assessment: Selling the *property* Purchasing the *property* Construction loan
 Re-financing the *property* Other (explain): Finance and construction of solar photovoltaic arrays

1. **Title Records**
Land title records (or judicial records where appropriate, see Note 1 below) are filed under federal, tribal, state or local law and should be reviewed to identify environmental liens or activity and use limitations (AULs), if any, that are currently recorded or filed against the *property*. Are land title records available for review? No Yes (If yes, please provide.) Unknown

Note 1 – In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases, judicial records must be searched for environmental liens and AULs.

2. **Environmental liens that are filed or recorded against the *property* (40 CFR 312.25)**
Did a search of *recorded land title records* (or judicial records where appropriate, see Note 1 above) identify any environmental liens filed or recorded against the *property* under federal, tribal, state or local law?
 No Yes Unknown
Based on review of readily available information: _____

3. **Activity and land use restrictions (AULs) that are in place on the *property* or that have been filed or recorded against the *property* (40 CFR 312.26(a)(1)(v) and (vi))**
Did a search of *recorded land title records* (or judicial records where appropriate, see Note 1 above) identify any AULs, such as *engineering controls*, land use restrictions, or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state, or local law?
 No Yes Unknown
Based on review of readily available information: _____

4. **Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28)**
Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or and *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?
 No Yes Unknown
Based on review of readily available information: _____

5. **Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29)**
Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*?
 No Yes Unknown N/A- there is no transfer of ownership
If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?
 No Yes Unknown
Based on review of readily available information: _____

6. **Commonly known or reasonably ascertainable information about the *property* (40 CFR 312.30)**
Are you aware of any commonly known or *reasonably ascertainable* information about the *property* that could help the *Environmental Professional* to identify conditions indicative of releases or threatened releases? For example:
(a) Do you know of the past uses of the *property*?
 No Yes Unknown Title search reveals oil and gas leases on the *property*.
Based on review of readily available information: _____
The site also has an easement for electric and gas lines. Extent of exploitation is not known.

(b) Do you know of specific chemicals that are present or once were present at the *property*?
 No Yes Unknown Previous owners worked in agriculture and silviculture.
Based on review of readily available information: _____
Extent of use of fertilizers or pesticides is not known.

(c) Do you know of spills or other chemical releases that have taken place at the *property*?
 No Yes Unknown
Based on review of readily available information: _____

(d) Do you know of any environmental cleanups that have taken place at the *property*?
 No Yes Unknown
Based on review of readily available information: _____

7. **The degree of obviousness of the presence or likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)**
Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of releases at that *property*?
 No Yes Unknown
Based on review of readily available information: _____

Please provide attachments if necessary to explain any answers to the above questions.

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, MOSEF, 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