

## 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). 74 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 **08-09-1870** 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 through 86**; 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 **22<sup>nd</sup>** day of **February, 2017** at **8:29 A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E. Pearson  
Authorized Officer

# 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	3/1/2017
Post Date	
Invoice No.	373543041
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

**C.O.D**

## REFERENCE INFORMATION

Order No. 37-354304  
Abstract / Title Ins No. 24553  
Seller Cornell University  
Buyer/Borrower  
Property 0 MT PLEASANT 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



County Treasurer's Certification as to Taxes  
10 Year Tax Search

February 28, 2017

Search#: 6,859 - 2017

Town of Dryden

Parcel ID: ;

Owner: CORNELL UNIVERSITY  
ATTN: REAL ESTATE DEPT

STATE OF NEW YORK)  
COUNTY OF TOMPKINS) SS:

I, Richard C. Snyder, Director of Finance of Tompkins County, New York, do hereby certify that as such official I am custodian and have charge of the records and files in this office relating to taxes, tax sales, and unredeemed tax sales; that I have caused examination and search of such records and files to be made this day, covering the period from 2003 to date and find no unpaid taxes or tax sales affecting the property known and described as:

Parcel ID: 502489 56.-5-19.2  
Assessment: \$39,700.00  
Property class: 613 College/univ  
School district: 500700 Ithaca City

Prior ID: 56-5-19  
Location: Mt Pleasant Rd  
Exemptions:

Exceptions: Delinquencies are as follows:  
**NOTE:** Amount due is for current month only.

In hands of Collector 2017 County/Town taxes

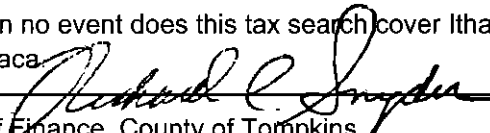
<u>Tax year and type</u>	<u>Total with Interest (if any)</u>	<u>Total Paid</u>	<u>Paid On</u>	<u>Status</u>
--------------------------	-------------------------------------	-------------------	----------------	---------------

Parcel totals as of:

---

While the undersigned has endeavored to ensure accuracy in the above statement, neither he nor the County of Tompkins guarantees the same. It is subject to be verified or corrected free of expense by reference to records in the County Director of Finance's Office.

Note that in no event does this tax search cover Ithaca City taxes or Ithaca City School taxes for properties inside the City of Ithaca.

  
\_\_\_\_\_  
Director of Finance, County of Tompkins

Request Received February 28, 2017

# Wills' Undertaking

LICR 346 PAGE 369

Made the 8 day of December in the year Nineteen Hundred and Fifty-one  
~~WILLIAM~~ MAY OGDEN of R. D. No. 2, Ithaca, New York

part y of the first part, and

MAY OGDEN, IVAN G. CLARK, VERA OGDEN CLARK, and RAMON WESLEY CLARK, all of R. D. No. 2, Ithaca, New York, as joint tenants, survivor to take all,

parties of the second part.

~~WILLIAM~~ That the said part y of the first part, in consideration of

----- ONE ----- Dollars,  
 and other good and sufficient consideration  
 laulful money of the United States, paid by the parti- of the second part,  
 does hereby grant and release unto the said parties of the second part,

their heirs and assigns forever, ALL THAT TRACT OR PARCEL OF LAND being a portion of Military Lot No. 61 in the Town of Dryden, County of Tompkins and State of New York, bounded and described as follows: Commencing at a point marking the center line of the Ithaca-Dryden State Highway and the Mt. Pleasant Road in the East of Varna and running thence southeasterly three hundred fifty four and one-half (354.5) feet along the center line of said Mt. Pleasant Road to a point; thence northeasterly three hundred nineteen (319) feet passing through a pipe in the northerly bounds of Mt. Pleasant Road and continuing thence along an old fence and hedge to a point at the northeast side of a 30 inch ash tree; thence southeasterly one hundred ninety-five (195) feet along numerous old trees and a fence to a 1/8 inch elm tree; thence northeasterly, northwesterly, and northeasterly along the westerly right of way line of the Lehigh Valley Railroad to the south line of Military Lot No. 51; thence east nine hundred seventy-two (972) feet more or less along the south line of Lot 51 to an old pipe marking the southeast corner of said lot and the northeast corner of Lot No. 61; thence south fifteen hundred four (1504) feet along the east line of Lot No. 61 passing through an iron pipe in the northerly bounds of Mt. Pleasant Road to the center line thereof which point is further located at ninety-eight (98) feet northwesterly from the intersection of the center line of the Turkey Hill Road; thence north 61 degrees west ten hundred ninety-five (1095) feet along the center of the Mt. Pleasant Road to a point; thence south one-half degree west eight hundred thirty-one (831) feet passing through an iron pipe in the southerly bounds of the Mt. Pleasant Road and along an old hedge row to an iron pipe located fourteen (14) feet northerly from a 10 inch maple tree; thence north 78 degrees west eight hundred twenty-nine (829) feet in part along an old hedge row and crossing the Lehigh Valley Railroad right of way to a point; thence north 61.5 degrees west seven hundred forty-two (742) feet along an old hedge row to an iron pipe; thence northwesterly one hundred seventeen (117) feet along a row of trees to an iron pipe eleven (11) feet northwesterly from a 16 inch

oil tree; thence northeasterly three hundred forty-two (342) feet along the south-easterly line of Mrs. Harry Chase, Ira Reed and The Methodist Church property; thence northerly seventeen and eight tenths (17.8) feet to an iron pipe; thence northeasterly one hundred fifty-two (152) feet to an iron pipe in the southeasterly corner of premises of the Methodist Church; thence northeasterly along the southeasterly line of Robert Daniels to an iron pipe; thence southeasterly twenty (20) feet along the northwesterly line of premises of Francis A. and Ruth M. Munch (315 of Deeds, page 504) to an iron pipe; thence northeasterly one hundred seventeen (117) feet along a fence marking the southeasterly line of Munch to an iron pipe; thence northwesterly seventy-seven (77) feet along a fence marking the southeast line of Fred I. and Clara B. Moses (208 of Deeds, page 270) to an iron pipe; thence northeasterly fifty-four (54) feet along a fence marking the southeasterly line of premises of Louise M. Elston (256 of Deeds, page 435) to an iron pipe; thence northwesterly three hundred forty-one and nine tenths (341.9) feet along the northerly line of Elston passing through an iron pipe in the southeasterly bounds of the Ithaca-Dryden State Highway to the center line thereof; thence northeasterly eighty-seven and eight tenths (87.8) feet along the center line of said highway to the point or place of beginning.

Excepting, however, ALL THAT TRACT OR PARCEL OF LAND now owned by the Lehigh Valley Railroad which was conveyed to its predecessor in interest by deed dated April 29, 1871 and recorded in Liber 4 of Dryden deeds at page 600 and as subsequently modified. Excepting further any and all rights of the public in and to that part of the above described premises lying within the travelled portions of the two highways.

TOGETHER WITH a right of way approximately 12 to 15 feet in width running along the southerly portion of said premises to the Ithaca-Dryden State Highway as more particularly reserved in a deed from Ira H. Ellis to Warren C. Ellis recorded in Liber 2 of Dryden deeds at Page 557.

SUBJECT to the following agreements: (1) with the Lehigh Valley Railway Company recorded in Liber 230 of Deeds at page 378; (2) with the Lehigh Valley Railway Company recorded in Liber 230 of Deeds at page 379; (3) with the New York Telephone Company and the American Telephone and Telegraph Company recorded in Liber 312 of Deeds at page 537.

BEING a portion of the premises conveyed to Verne Ogden and May Ogden, husband and wife, as tenants by the entirety, by deed dated October 8, 1920 and recorded October 30, 1920 in Liber 198 of Deeds at page 176. Verne Ogden died March 26, 1951, whereby vesting title to said premises in May Ogden as surviving tenant. For a more particular description thereof reference is hereby made to a "Map of May Ogden Farm, Verne, New York, Lot 61 in Town of Dryden, by Carl Grandall, C.E., dated August 22, 1951," and filed in the Tompkins County Clerk's Office concurrently herewith.

*Together with the appurtenances and all the estate and rights of the part 3 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 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.*

That 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 part of the first part has hereunto set her hand and seal the day and year first above written.

In Presence of

May Ogden

State of New York  
County of Tompkins  
City of Ithaca

On this 5 day of December in the year Nineteen Hundred and Fifty-one before me, the subscriber, personally appeared

MAY OGDEN

to me known and known to me to be the same person described in, and who executed the within Instrument, and she acknowledged to me that she executed the same.

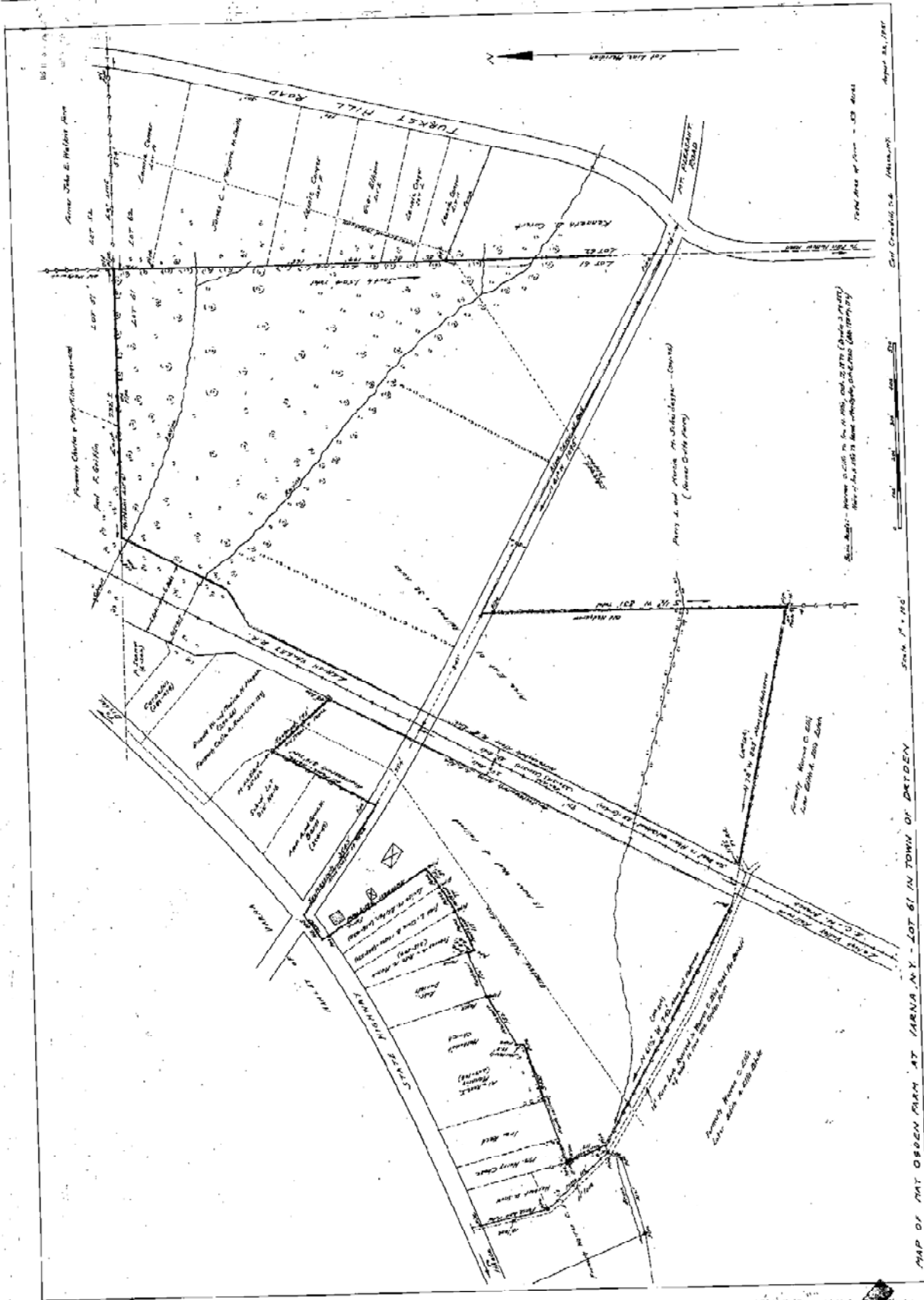
Charles J. ...



CHARLES J. ...  
Notary Public in and for New York  
No. 12500  
Qual. in 1944  
Exp. 12/31/51

A true copy of the original recorded on the 11 day of December, 1951 at 5:17 o'clock P.M. and examined.

H. L. ...



Verna Ogden & wife : THIS INDENTURE, Made the 3rd day of October, One thousand  
 and : nine hundred and thirty-two, (1932) BETWEEN Verne Ogden and May  
 Ithaca Savings Bank : Ogden, his wife, of the Town of Dryden, County of Tompkins and  
 and : State of New York, parties of the first part, Ithaca Savings  
 The Lehigh Valley Rail : Bank, a corporation of the State of New York, having its resi-  
 Way Company. : dence (principal office) in the City of Ithaca, County of Tom-  
 -----X  
 kins and State of New York, party of the second part, and The Lehigh Valley Rail Way Company  
 a corporation of the State of New York, having its residence (Principal office) at No. 1320  
 Marine Trust Building in the City of Buffalo, County of Erie and State of New York, party of  
 the third part;

WHEREAS, by deed dated April 29, 1871 and recorded in the Clerk's office of Tompkins  
 County on April 13, 1874 in Liber 4 of Dryden Deeds at page 600, Ira H. Ellis and Hortencia  
 R. Ellis, his wife, granted and conveyed to the Ithaca and Cortland Railroad Company a certain  
 strip of land at Varna in the Town of Dryden, County of Tompkins and State of New York, which  
 deed provided, inter alia, as follows: "also to fix a crossing at grade in the south lot  
 joining Warren C. Ellis"; and

WHEREAS, on October, 25, 1871 the said Ithaca and Cortland Railroad Company was consolida-  
 ted into the Utica, Ithaca and Elmira Railroad Company; and

WHEREAS by deed dated March 31, 1875 and recorded in the aforesaid Clerk's Office on May  
 22, 1878 in Liber 6 of Dryden Deeds at page 571, the said Ira H. Ellis and Hortencia Ellis,  
 his wife, released the said Utica, Ithaca and Elmira Railroad Company from certain provisions  
 of the said deed dated April 29, 1871 and the said deed dated March 31, 1875 contained the  
 following provision: "By accepting this deed and as a part consideration, the party of the  
 second part agree to build a crossing at grade West of the ravine"; and

WHEREAS, the party of the third part is now the owner of the said strip of land granted  
 and conveyed by the aforesaid deed dated April 29, 1871; and

WHEREAS, the said Verne Ogden is now the owner of the major part of the lands formerly  
 of Ira H. Ellis located upon both sides of said strip of land and has succeeded to the rights  
 of Ira H. Ellis to both said crossings at grade as provided for in the aforesaid deeds dated  
 April 29, 1871 and March 31, 1875; and

WHEREAS, the party of the second part has an equitable interest in the premises owned by  
 the said Verne Ogden by reason of two certain mortgages given by the parties of the first  
 part to the party of the second part bearing date of March 17, 1922 and recorded in the  
 aforesaid Clerk's Office on March 17, 1922 in Liber 122 of Mortgages page 581; the other dated  
 August 24, 1932 and recorded in Liber 140 of Mortgages page 314; NOW THEREFORE THIS AGREEMENT  
 WITNESSETH:

FIRST. The said parties of the first and second parts for and in consideration of the sum  
 of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the said party  
 of the third part, the receipt whereof is hereby acknowledged, have remised, released, dis-  
 charged and forever quit claimed and by these presents do hereby remise, release, discharge  
 and forever quit claim unto the said party of the third part, its successors and assigns, all  
 the right, title and interest of the parties of the first and second parts, their respective  
 heirs, executors, administrators, successors and assigns, of, in and to the aforesaid two  
 crossings, at grade as provided for in the aforesaid deeds dated April 29, 1871 and March 31,  
 1875. And the said parties of the first and second parts do hereby further release and forever  
 discharge the said party of the third part, its successors and assigns, from any and all obli-  
 gations to construct and/or maintain the said two crossings at grade, in accordance with the

441380

provisions of the said deeds dated April 29, 1871 and March 31, 1875.

TO HAVE AND TO HOLD the rights and privileges hereby remised, released and quit claimed or intended so to be unto the said party of the third part, its successors and assigns forever.

SECOND. The said Verne Ogden covenants and agrees that the premises adjoining the right of way of the party of the third part are well vested in him in fee simple and that he has good right to release the said two crossings at grade and will forever warrant the rights hereby conveyed to the said party of the third part.

The party of the second part joins herein at the request of the parties of the first part solely to release any lien of its mortgages on said crossings at grade and obligations to maintain them, and this instrument in no other manner affects said mortgages or the liens thereof.

IN WITNESS WHEREOF the said parties of the first and second parts have duly executed this indenture the day and year first above written.

Verne Ogden L.S.  
Mary Ogden L.S.

SEAL ITHACA SAVINGS BANK  
BY: R. B. Williams, President.  
Attest: G.L. Cook, Secretary.

Lehigh Valley  
Approved as to

Form Description  
RWB : FMS  
Terms and conditions  
DBH EAP JMH

STATE OF NEW YORK )  
COUNTY OF TOMPKINS )s On this 3rd day of October in the year One Thousand Nine Hundred and thirty-two, (1932) before me, the subscriber, personally appeared Verne Ogden and May Ogden, to me personally known to be the same persons described in and who executed the foregoing instrument, and they severally acknowledged to me that they executed the same.  
Harold E. Simpson, Notary Public, Tompkins County.

STATE OF NEW YORK )s On the 5th day of October in the year 1932 before me personally came R.B. Williams to me known, who being by me duly sworn, did depose and say that he resides in the city of Ithaca, and State of New York; that he is the President of the Ithaca Savings Bank, 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.  
Harold E. Simpson, Notary Public Tompkins County.

Recorded October 25, 1932 at 4:10 P.M.

*H. C. Davis* CLERK

Verne Ogden & wf. : THIS INDENTURE, Made the 3rd day of October, One thousand  
and : nine hundred and thirty-two (1932). BETWEEN Verne Ogden and  
Ithaca Savings Bank : May Ogden, his wife, of the Town of Dryden, County of Tompkins  
and : and State of New York, parties of the first part, Ithaca  
The Lehigh Valley Rail Way : Savings Bank a corporation of the State of New York, having  
Company. : its residence (principal office) in the City of Ithaca,  
County of Tompkins and State of New York, party of the second part, and THE LEHIGH VALLEY  
RAIL WAY COMPANY, a corporation of the State of New York, having its residence (principal  
office) at No. 1330 Marine Trust Building in the City of Buffalo, County of Erie and State of  
New York, party of the third part;

4413803

provisions of the said deeds dated April 29, 1871 and March 21, 1875.

TO HAVE AND TO HOLD the rights and privileges hereby remised, released and quit claimed or intended so to be unto the said party of the third part, its successors and assigns forever.

SECOND. The said Verne Ogden covenants and agrees that the premises adjoining the right of way of the party of the third part are well vested in him in fee simple and that he has good right to release the said two crossings at grade and will forever warrant the rights hereby conveyed to the said party of the third part.

The party of the second part joins herein at the request of the parties of the first part solely to release any lien of its mortgages on said crossings at grade and obligations to maintain them, and this instrument in no other manner affects said mortgages or the liens thereof.

IN WITNESS WHEREOF the said parties of the first and second parts have duly executed this indenture the day and year first above written.

Verne Ogden L.S.  
Mary Ogden L.S.

SEAL ITHACA SAVINGS BANK  
BY: R. B. Williams, President.  
Attest: G.L. Cook, Secretary.

Lehigh Valley  
Approved as to

Form Description  
RWB : FMS  
Terms and conditions  
DRB EAP JWR

STATE OF NEW YORK )  
COUNTY OF TOMPKINS )s

On this 3rd day of October in the year One Thousand Nine Hundred and thirty-two, (1932) before me, the subscriber, personally appeared

Verne Ogden and May Ogden, to me personally known to be the same persons described in and who executed the foregoing instrument, and they severally acknowledged to me that they executed the same.  
Harold E. Simpson, Notary Public, Tompkins County.

STATE OF NEW YORK )  
COUNTY OF TOMPKINS )s

On the 5th day of October in the year 1932 before me personally came R.B. Williams to me known, who being by me duly sworn, did

depone and say that he resides in the city of Ithaca, and State of New York; that he is the President of the Ithaca Savings Bank, 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.

Harold E. Simpson, Notary Public Tompkins County.

Recorded October 25, 1932 at 4:10 P.M.

*H.K. Davis* CLERK

Verne Ogden & wf. : THIS INDENTURE, Made the 3rd day of October, One thousand  
and : nine hundred and thirty-two (1932). BETWEEN Verne Ogden and  
Ithaca Savings Bank : May Ogden, his wife, of the Town of Dryden, County of Tompkins  
and : and State of New York, parties of the first part, Ithaca  
The Lehigh Valley Rail Way : Savings Bank a corporation of the State of New York, having  
Company. : its residence (principal office) in the City of Ithaca,  
-----X  
County of Tompkins and State of New York, party of the second part, and THE LEHIGH VALLEY  
RAIL WAY COMPANY, a corporation of the State of New York, having its residence (principal  
office) at No. 1330 Marine Trust Building in the City of Buffalo, County of Erie and State of  
New York, party of the third part:



WHEREAS, the said Verne Ogden is the owner of certain lands adjoining both sides of the  
 or way of the party of the third part at Varna in the Town of Dryden, County of Tompkins and  
 State of New York, which said lands are connected by a cattle pass under a certain timber  
 bridge known as bridge E-53, as provided for in the deed dated April 29, 1871 from Ira H.  
 Ellis and Hortencia H. Ellis his wife, to the Ithaca and Cortland Railroad Company and recor-  
 ded in the Clerk's Office of said County on April 13, 1874 in Liber 4 of Dryden deeds at page  
 800, which deed provision is as follows: "the parties of the second part is to keep the  
 cattle pass in good condition where it is now located" said cattle pass being shown colored  
 in purple on the map attached and made a part hereof entitled;

"Lehigh Valley Railroad  
 Buffalo Division  
 E. & C. Branch  
 Map showing bridge E-53 to be  
 removed and 36" reinforced concrete  
 pipe installed 0.1 mile East of  
 Varna N.Y.  
 Scale 1" = 200 ft. Mar. 1-1932  
 Office of Div. Engr Buffalo, N.Y." and

WHEREAS, the said Verne Ogden is the successor in interest of the said Ira H. Ellis  
 and wife; and

WHEREAS, the party of the second part, has an equitable interest in the premises owned by  
 the said Verne Ogden by reason of two certain mortgages given by the parties of the first part  
 to the party of the second part, one bearing date of March 17, 1922 and recorded in the Clerk's  
 Office of said County on March 17, 1922 in Liber 122 of Mortgages page 581; the other dated  
 August 24, 1932 and recorded in Liber 140 of Mortgages page 314, and

WHEREAS, the party of the third part is the successor in interest of the said Ithaca  
 and Cortland Railroad Company.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

FIRST. The said parties of the first and second parts for and in consideration of the sum  
 of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the said party  
 of the third part, the receipt whereof is hereby acknowledged, have remise, released, dis-  
 charged and forever quit-claimed and by these presents do hereby remise, release discharge  
 and forever quit claim unto the said party of the third part, its successors and assigns, all  
 the right, title and interest of the parties of the first and second parts their respective  
 heirs, executors, administrators successors and assigns of, in and to the aforesaid cattle  
 pass and the said parties of the first and second parts do hereby further release and forever  
 discharge the said party of the third part, its successors and assigns, from any and all ob-  
 ligations to construct, and/or maintain the said cattle pass or any other private crossing  
 or cattle pass connecting the lands of the parties of the first part at the location aforesaid  
 or at any other location either in accordance with the provisions of the deed dated April  
 29, 1871 hereinbefore mentioned or under any law or laws relative thereto.

SECOND. The said parties of the first and second parts do hereby give and grant unto the  
 said party of the third part, its successors and assigns, the right to abandon, eliminate and  
 close up the cattle pass aforesaid and the said party of the third part may thereupon use and  
 enjoy the said premises and right of way as fully and freely as if such cattle pass or any  
 right thereto or therein on the part of the parties of the first and second parts had never  
 existed.

TO HAVE AND TO HOLD the rights and privileges hereby remise, released and quit claimed or  
 intended so to be, unto the said party of the third part, its successors and assigns forever.

Party of the second part joins herein at the request of the parties of the first part  
 solely to release any lien of its mortgages on said cattle pass and obligations to maintain  
 the same and this instrument in no other manner affects said mortgages or the liens thereof.

THIRD. The said Verne Ogden covenants and agrees that the premises adjoining the right of way of the party of the third part is well vested in him in fee simple and that he has good right to release the said cattle pass and will forever warrant the rights hereby conveyed to the said party of the third part.

IN WITNESS WHEREOF, the said parties of the first and second parts have duly executed this indenture the day and year first above written.

Verne Ogden L.S.  
May Ogden L.S.

SEAL ITHACA SAVINGS BANK  
By: R.B. Williams  
President

ATTEST:  
G.L. Cook, Secretary.

Lehigh Valley  
Approved as to  
Form : Description  
RWB : FMS  
Terms and conditions  
DBH EAP JNH

STATE OF NEW YORK }  
COUNTY OF TOMPKINS }  
On this 3rd day of October in the year One thousand nine hundred and thirty two (1932) before me the subscriber, personally appeared Verne Ogden and May Ogden to me personally known to be the same persons described in and who executed the foregoing instrument and they severally acknowledged to me that they executed the same.

Harold E. Simpson, Notary Public, Tompkins County.

STATE OF NEW YORK }  
COUNTY OF TOMPKINS }  
On the 5th day of October in the year 1932, before me personally came R.B. Williams to me known, who being by me duly sworn, did depose and say that he resides in the city of Ithaca and State of New York, that he is the President of the Ithaca Savings Bank, 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.

Harold E. Simpson, Notary Public Tompkins County.

Recorded October 25, 1932 at 4:10 P.M.

*H.C. Lawler* CLERK

Louis K. Thaler : THIS INDENTURE, Made this 25th day of October in the year One thousand nine hundred and Thirty-two, BETWEEN Louis K. Thaler, Referee  
Referee. :  
to :  
Rose Thomas. :  
-----X :  
of the City of Ithaca, in the County of Tompkins, New York of the second part.

WHEREAS At a Special Term of the Supreme Court of Tompkins County held at Supreme Court Chambers on the 1st day of October, One thousand nine hundred and thirty-two, it was among other things, ordered, adjudged and decreed by the said Court, in a certain action then pending in the said Court, between Rose Thomas, Plaintiff against George Auble and Pauline Auble, Ithaca Savings Bank, Bert T. Baker and Henry Farmer, as President of Farmer & Ochs Company a joint stock association, Defendants,

That all and singular the premises described in a certain mortgage executed by George Auble and Pauline Auble to Frank H. Wayne and recorded in Tompkins County Clerk's office in

Match Mark  
53+1600

EA

Match Mark

53+1600

PUBLIC ROAD

6" CI Pipe 27' lg

Station T 10x17

20" CI Pipe 25' lg

VARNA

End of Timber Dr.  
To be replaced  
by 36" concrete  
pipe

Stream

20" CI Pipe 245' lg

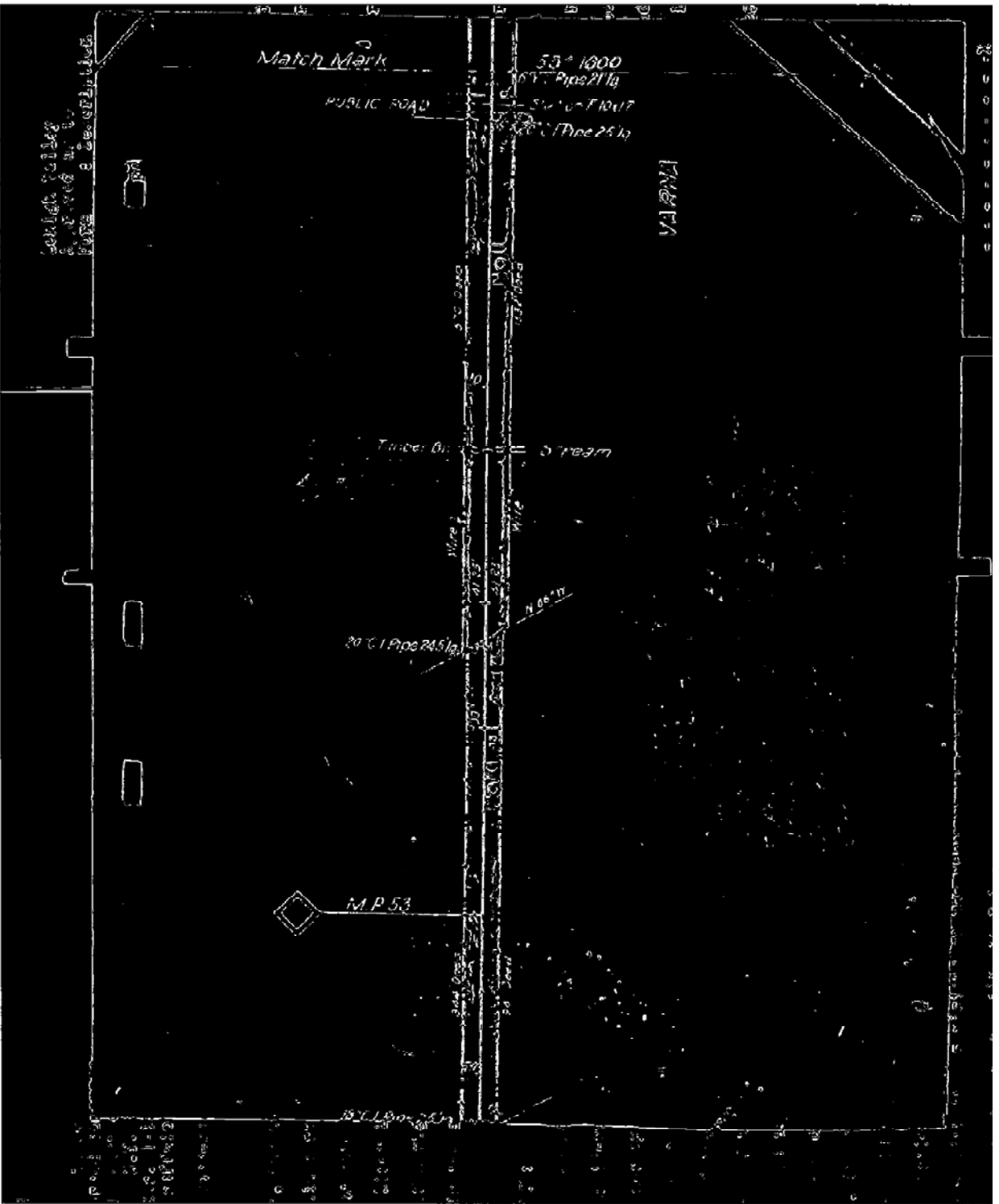
N 86° W

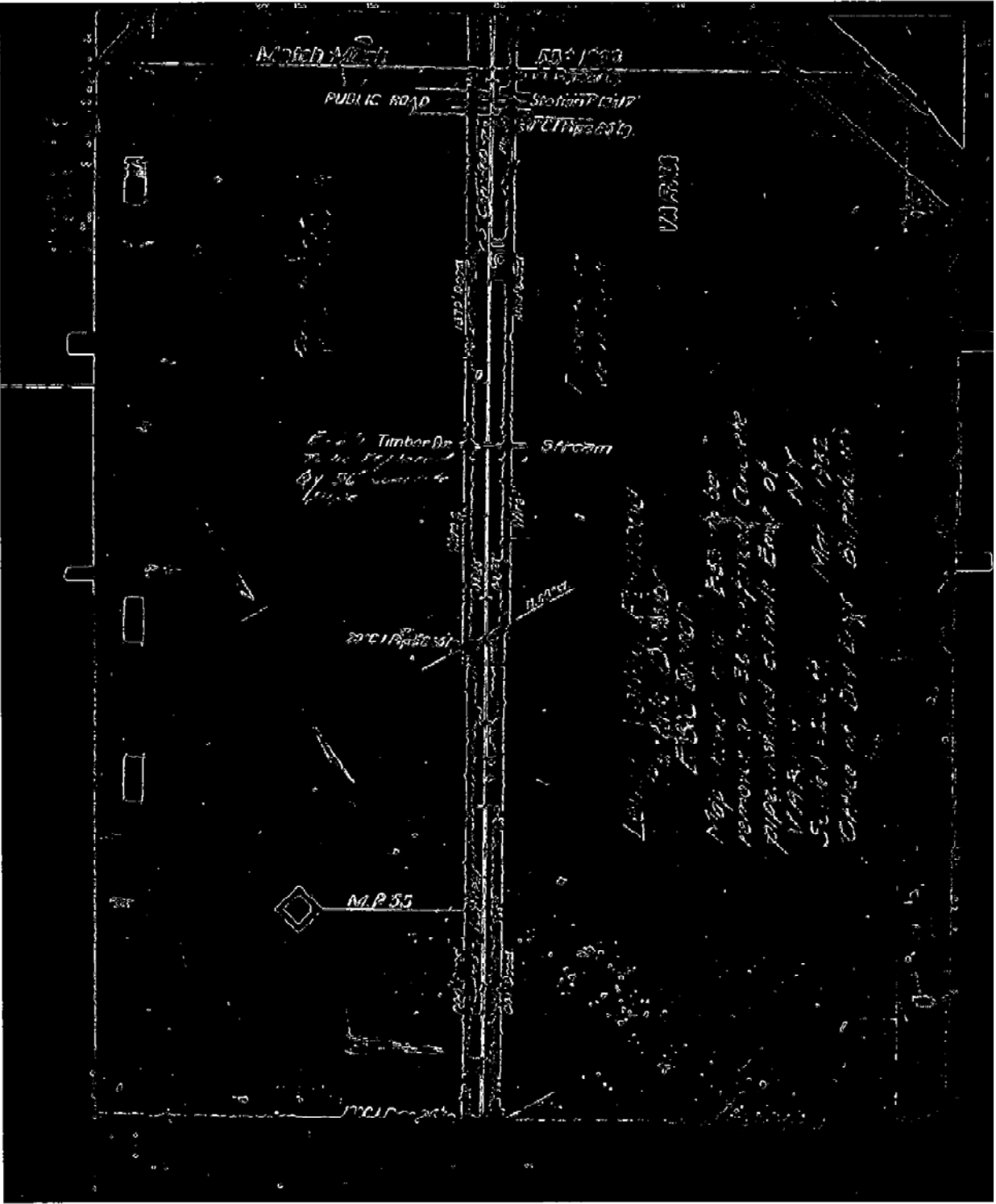
M.P. 53

Let me know if you  
want to see  
F. S. Branch

Map from 53+1600 East to see  
removal of 36" reinforced concrete  
pipe instead of 1 mile East of  
Varna, N.Y.  
S. 104-2-2-1-1  
Office of Div. Eng. Buffalo, N.Y.

-X





Map made by E. S. ...  
 showing a 36" ...  
 pipe ...  
 1948 ...  
 1949 ...  
 1950 ...  
 1951 ...  
 1952 ...  
 1953 ...  
 1954 ...  
 1955 ...  
 1956 ...  
 1957 ...  
 1958 ...  
 1959 ...  
 1960 ...

State of New York

County of Tompkins

On this 3 day of September, 1948

before me, Sally W. Dorman personally came

W. D. Bonifant 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 Utica, N.Y.

at the time of the execution and delivery of said instrument, he was acquainted with Verne L. Ogden and May H. Ogden

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 Verne L. Ogden and May H. Ogden

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.

Sally W. Dorman  
Notary Public.

Received of the NEW YORK TELEPHONE COMPANY and AMERICAN TELEPHONE  
and TELEGRAPH COMPANY, hereinafter referred to as the Grantees One Dollar  
(\$1.00) in consideration of which... VERTIC. ORDER APP.....

... MAX R. OGDEN ..... of ..... Ithaca, N. Y. A. P. R. R. ....  
hereinafter called the Grantor, hereby grants and conveys with general war-  
ranty unto the Grantees, their respective successors, assigns, lessees and  
agents, a perpetual right of way and easement to construct, maintain, re-  
pair and operate their communication lines, consisting of such cables, con-  
duits, manholes and appurtenances, as the businesses of the Grantees, their  
respective successors, assigns and lessees, may from time to time require  
under, through and across the following described portion of 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, on Military lot #52 conveyed to them in Liber 108 of  
Deeds at page 176. Said Right of Way being 20 feet wide. Center line of  
said Right of Way crossing from the North at a distance of 39 Feet South  
of Covert property line and leaving at the North side of Varna Hill Road  
at a distance of 621 feet Northwest from the center line of Turkey Hill  
Road. After crossing Scheidegger property it again crosses said property  
140 feet North and 145 feet West of the Ellis Estate, Ogden, Scheidegger  
property line.

and also, upon, over and/or under the highways upon or adjoining said prop-  
erty, with the right at all times to reasonably cross and recross over said  
property with vehicles and equipment for the purpose of exercising the rights  
herein granted and of reaching points on the Grantees' right of way on neigh-  
bering lands, and with the right to remove from time to time all trees, limbs  
of trees, brush and structures on and over said 20' strip which may interfere  
with or endanger the construction or maintenance of the same, and the Grantor  
for..... hereby..... assigns, successors  
and legal representatives, hereby covenants that no building or other struc-  
ture will be erected or permitted on said 20' strip. 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 premises in  
exercise of rights herein granted.

IN WITNESS WHEREOF, this instrument has been duly executed by the  
Grantor under seal this ..... day of ..... 1948

Witness:  
*[Signature]* ..... *[Signature]* I.S.  
*[Signature]* ..... *[Signature]* I.S.

A true copy of the original recorded on the 3 day of  
September, 1948 at 10:17 o'clock P. M., and examined. *[Signature]*  
Clk.

(1f) In the Matter of the Estate : File No. A588  
of : Order Determining Estate Exempt  
Verne Ogden, Deceased : from Tax filed July 28, 1959,  
-----X shows that decedent died on Mar.  
26, 1951 and left surviving: May Ogden - widow.

Schedule C - Jointly Owned Property includes: "Farm and dwelling located on Lot #61 in the Town of Dryden...see deed recorded in...Liber 198 of Deeds, page 176."



6

LEFT 404 PAGE 46

Easement  
(Gas Pipe-Line)

The Mastergrant, 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 ITHACA-DRYDEN ROAD, ROUTE 13 and bounded WESTERLY by the land of LOUISE ELSON and EASTERLY by the land of GREEN ROAD (TRUCKY HILL ROAD)

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, the right, privilege, and authority to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a gas pipe-line with the necessary fixtures and appurtenances used or adopted for the transmission and/or distribution of gas for public or private use, upon and through said land and property and/or the highways abutting or running through said land.

Said gas line to enter Grantor's westerly property line at a point about 23 feet southerly of the centerline of Ithaca-Dryden Road and run in an easterly direction to a point on Grantor's easterly property line about 25 feet southerly of the centerline of said road. Together with service lines to the opposite side of the highway and service line to Grantor's residence.

Together with the right to trim, extend, reconstruct, or otherwise keep to a width of 8 feet along said gas pipe-line.

Notwithstanding, 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 17th day of July, 1957.

In Presence of:  
Gordon K. Blair (Subscribing Witness)  
in full  
(Subscribing Witness)  
(Subscribing Witness)  
(Subscribing Witness)

May H. Rogers (G.S.)  
Address 226 Dryden Rd. Ithaca  
Robert O. Clark (G.S.)  
Address 226 Dryden Rd. Ithaca  
Joan K. Clark (G.S.)  
Address 226 Dryden Road Ithaca  
Robert W. Clark (G.S.)  
Address 226 Dryden Rd. Ithaca

NEW YORK STATE ELECTRIC

(Subscribing Witness Acknowledgment)

State of New York  
County of Tompkins

On this 14 day of September  
1928, before me personally came  
Frank A. Black  
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 is the

113 N. Johnson St.  
in the City of  
Sutton N.Y.  
that he knew May H. Black  
John A. Black, John W.  
Black and William W. Black.

to be the individuals 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 to  
same as witness thereto.

Francis J. Ward  
(Notary Public)

FRANCIS J. WARD  
Notary Public, State of New York  
Qualified on January 1st, 1928  
Term Expires March 31, 1932

A true copy of the original recorded on the 7 day of  
Sept. 1928 at 5:00 o'clock P.M., and examined. H. L. Morris  
Clerk.

# This Indenture.

Made the 20<sup>th</sup> day of June, Nineteen Hundred and Sixty-three.

Between

MAY OGDEN, IVAN W. CLARK, VELMA OGDEN CLARK and RAMON WESLEY CLARK, all of 926 Dryden Road, Ithaca, Tompkins County, New York, individually and as joint tenants,

parties of the first part, and

RAMON WESLEY CLARK and BARRARA ANN CLARK, husband and wife, both of 926 Dryden Road, Ithaca, Tompkins County, New York, as tenants by the entirety,

parties of the second part,

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

-----O N E-----

Dollar

(\$ 1.00-----) lawful money of the United States,

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/ and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins, State of New York being a part of Lot No. 61 in said town, bounded and described as follows: Beginning at a point in the center line of the Mount Pleasant Road 98 feet westerly from the point of intersection of the center line of said Mount Pleasant Road with the center line of Turkey Hill Road running; thence north along the east line of said Lot No. 61 605 feet to an old pipe said course passing through an old pipe set in the northerly line of Mount Pleasant Road and that 565 feet passing through another iron pipe; thence south 33 degrees 40 minutes west a total distance of 545 feet to a point in the center line of the Mount Pleasant Road said course passing through an iron pipe set in the northerly line of Mount Pleasant Road; thence south 64 degrees east

along the center line of Mount Pleasant Road 339 feet to the point or place of beginning.

BEING a portion of the same premises conveyed to the grantors herein by Deed dated December 8, 1951 and recorded December 11, 1951 in the Tompkins County Clerk's office in Liber 346 of Deeds at page 369.

The above description is in accordance with a survey made by J. A. Dougherty, L.S. No. 36171, dated May 20, 1963, a copy of which is filed concurrently herewith.

**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/ <sup>distributees</sup> 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.


**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

Mary Ogden 

Ivan W. Clark 

Velma Ogden Clark 

Ramon Wesley Clark 

LIBER 445 PAGE 263

State of New York }  
County of TOMPKINS } 88.  
Town of Dryden }

On this 21<sup>st</sup> day of June, Nineteen Hundred and  
Sixty-three before me, the subscriber, personally appeared

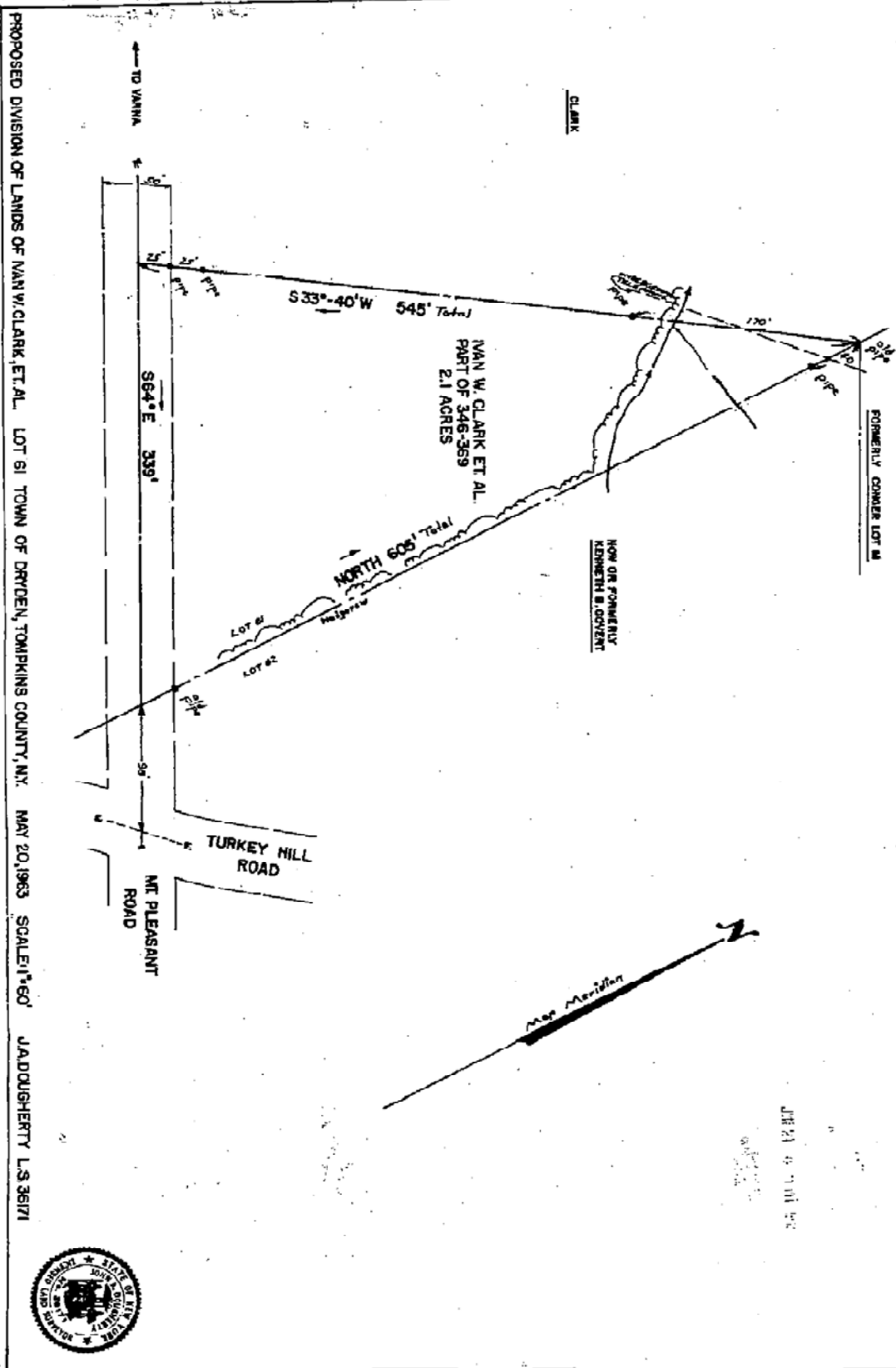
MAY OGDEN, IVAN W. CLARK, VELMA OGDEN CLARK and  
RAMON WESLEY CLARK

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

*P. Henry [Signature]*  
Notary of the County  
NOTARY PUBLIC (Seal of Dryden)

A true copy of the original recorded on the 21 day of  
June, 1963 at 4:48 P. o'clock M., and examined.

*Sally Robinson*  
CLERK



# This Indenture.

Made the 20th day of June Nineteen Hundred and Sixty Three

Between MAY OGDEN, IVAN W. CLARK, VELMA OGDEN CLARK and RAMON WESLEY CLARK, all of 926 Dryden Road, Ithaca, Tompkins County, New York, individually and as joint tenants,

parties of the first part, and  
IVAN W. CLARK and VELMA OGDEN CLARK, husband and wife, both of 926 Dryden Road, Ithaca, Tompkins County, New York, as tenants by the entirety,

parties 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, the survivor, his/her heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND being a portion of Military Lot No. 61 in the Town of Dryden, County of Tompkins and State of New York, bounded and described as follows: Commencing at a point marking the center lines of the Ithaca-Dryden State Highway and the Mt. Pleasant Road in the Hamlet of Varna and running thence southeasterly three hundred fifty four and one-half (354.5) feet along the center line of said Mt. Pleasant Road to a point; thence northeasterly three hundred nineteen (319) feet passing through a pipe in the northerly bounds of Mt. Pleasant Road and continuing thence along an old fence and hedge to a point at the northeast side of a 30 inch ash tree; thence southeasterly one hundred ninety-five (195) feet along numerous old trees and a fence to a 48 inch elm tree; thence northeasterly, northwesterly, and northeasterly along the westerly right of way line of the Lehigh Valley Railroad to the south line of Military Lot No. 51; thence east nine hundred seventy-two (972) feet more or less along the south line of Lot 51 to an old pipe marking the southeast corner of said lot and the northeast corner of Lot No. 61; thence south fifteen hundred four (1504) feet along the east line of Lot No. 61 passing through an iron pipe in the northerly bounds of Mt. Pleasant Road to the center line thereof which point is further located at ninety-eight (98) feet northwesterly from the intersection of the center line of the Turkey Hill Road; thence north 61 degrees west ten hundred ninety-five (1095) feet along the center of the Mt. Pleasant Road to a point; thence south one-half degree west eight hundred thirty-one (831) feet passing through an iron pipe in the southerly bounds of the Mt. Pleasant Road and along an old hedge row to an iron pipe located fourteen (14) feet northerly from a 10-inch maple tree; thence north 78 degrees west eight hundred twenty nine (829) feet in part along an old hedge row and crossing the Lehigh Valley Railroad right of way to a point; thence north 61.5

degrees west seven hundred forty-two (742) feet along an old hedge row to an iron pipe; thence northwesterly one hundred seventeen (117) feet along a row of trees to an iron pipe eleven (11) feet northwesterly from a 16 inch elm tree; thence northeasterly three hundred forty-two (342) feet along the southeasterly line of Mrs. Harry Chase, Ira Reed and The Methodist Church property to an iron pipe; thence northerly seventeen and eight tenths (17.8) feet to an iron pipe; thence northeasterly one hundred fifty-two (152) feet to an iron pipe in the southeasterly corner of premises of the Methodist Church; thence northeasterly 130 feet along the southeasterly line of Robert Daniels to an iron pipe; thence southeasterly twenty (20) feet along the northwesterly line of premises of Francis A. and Ruth M. Munch (315 of Deeds, page 504) to an iron pipe; thence northeasterly one hundred seventeen (117) feet along a fence marking the southeasterly line of Munch to an iron pipe; thence northeasterly seventy-seven (77) feet along a fence marking the southeast line of Fred I. and Clara B. Moses (208 of Deeds, page 270) to an iron pipe; thence northeasterly fifty-four (54) feet along a fence marking the southeasterly line of premises of Louise M. Elston (256 of Deeds, page 435) to an iron pipe; northwesterly three hundred forty-one and nine tenths (341.9) feet along the northerly line of Elston passing through an iron pipe in the southeasterly bounds of the Ithaca-Dryden State Highway to the center line thereof; thence northeasterly eighty-seven and eight tenths (87.8) feet along the center line of said highway to the point or place of beginning.

Excepting, however, ALL THAT TRACT OR PARCEL OF LAND now owned by the Lehigh Valley Railroad which was conveyed to its predecessor in interest by deed dated April 29, 1871 and recorded in Liber 4 of Dryden deeds at page 600 and as subsequently modified. Excepting further any and all rights of the public in and to that part of the above described premises lying within the travelled portions of the two highways.

TOGETHER WITH a right of way approximately 12 to 15 feet in width running along the southerly portion of said premises to the Ithaca-Dryden State Highway as more particularly reserved in a deed from Ira H. Ellis to Warren C. Ellis recorded in Liber 2 of Dryden Deeds at page 557.

SUBJECT to the following agreements: (1) with the Lehigh Valley Railway Company recorded in Liber 230 of Deeds at page 378; (2) with the Lehigh Valley Railway Company recorded in Liber 230 of Deeds at page 379; (3) with the New York Telephone Company and the American Telephone and Telegraph Company recorded in Liber 312 of Deeds at page 537.

BEING a part of the same premises conveyed to the parties hereto by May Ogden by deed dated December 8, 1951 and recorded December 11, 1951 in the Tompkins County Clerk's Office in Liber 346 of Deeds at page 369, excepting the portion being conveying to Ramon Wesley Clark and Barbara Ann Clark, wife. For a more particular description thereof reference is hereby made to a "Map of May Ogden Farm, Varna, New York, Lot 61 in Town of Dryden, by Carl Crandall, C.E., dated August 22, 1951," and filed in the Tompkins County Clerk's Office.



**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 heirs, distributees of the second part, the survivor, his/her / 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.

**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

May Ogden 

Ivan W. Clark 

Velma Ogden Clark 

Ramon Wesley Clark 

State of New York

County of TOMPKINS

88.

Town of Dryden

On this 20<sup>th</sup> day of JUNE Nineteen Hundred and

SIXTY THREE before me, the subscriber, personally appeared

MAY OGDEN, IVAN W. CLARK and VELMA OGDEN CLARK  
and RAMON WESLEY CLARK

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

*S. Harry Spangberg*

Justice of the Peace

Town of Dryden

A true copy of the original recorded on the 21 day of  
June, 1963 at 4:48 P o'clock M., and examined.

*Sally Robinson*  
Clerk

### Easement (Gas Pipe-Line)

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 Mount Pleasant Road and bounded southerly by the land of Ramon W. Clark and northerly by the land of High Valley Railroad Co.

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, the right, privilege, and authority to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a gas pipeline with the necessary fixtures and appurtenances used or adopted for the transmission and/or distribution of gas for public or private use, upon and through said land and property and/or the highways abutting or running through said land as follows:

*Said gas pipe line enters Grantor's land from the West of Ramon Clark at a point about 50 feet North of the center line of Mount Pleasant Road and extends in a southerly direction along the road for a distance of about 250 feet to a point about 30 feet from the center line of the road together with service extensions to the right of the highway also including the right of egress to the gas main to the High Valley Railroad the right of way also including the right of more than 25 feet from each side of the road, as required at some future date.*

Reserving, however, to the Grantor, the use and enjoyment of the said premises, except for the erection of buildings or other structures over said pipe line facilities, provided that such use shall not interfere with or obstruct the rights herein granted or create a potential hazard. All pipe lines shall be laid sufficiently deep so that they will not interfere with normal cultivation of the land.

*with a working space*  
Together with the right to cut, trim and remove trees and shrubs to the extent necessary to maintain a sufficient width to install and maintain the said gas pipe-line.  
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 hands, and seal this 2nd day of April, 1966

In Presence of:

Ivan W. Clark (L.S.)  
Address: 826 Dryden Rd. Ithaca NY.  
Velma O. Clark (L.S.)  
Address: 926 Dryden Rd. Ithaca NY  
(L.S.)  
Address: .....  
(L.S.)  
Address: .....  
(L.S.)  
Address: .....  
(L.S.)  
Address: .....  
(L.S.)  
Address: .....

NEW YORK STATE ELECTRIC & GAS CORP. ITHACA DOCUMENT FILE

(Personal Acknowledgments)

State of New York  
County of Tompkins 881

On this 2nd day of April  
1966, before me, the subscriber, personally appeared

Jean W. Clark and  
Velma O. Clark

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.

Leonard L. Summers  
(Notary Public)

LEONARD L. SUMMERS  
Notary Public, State of New York  
No. 55-921803  
Qualified in Tompkins County  
Term Expires March 30, 1967

REMARKS

Paid from Working Fund ..... Office

Ch. No. .... Amt. .... Date .....

Ch. No. .... Amt. .... Date .....

RETURN TO  
CORPORATE DOCUMENT DEPARTMENT  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 287  
ITHACA, NEW YORK  
LIBER 462 PAGE 413

A true copy of the original recorded on the 3rd day of  
May 1966 at 10:45 o'clock A., and examined.

Sally Robinson  
Clerk

No. 9 In the Matter of the Estate : File No. A3507  
of : Order Determining Estate Exempt  
Velma Ogden Clark, Dec'd. : from Tax filed Sept. 21, 1970,  
-----X shows that decedent died on May  
8, 1970 and left surviving: Ivan W. Clark - husband.

Schedule E - Jointly Owned Property includes: "981 Dryden  
road, Ithaca...979 Dryden Road, Ithaca"...

10

LIBER 566 PAGE 738 4079

# This Indenture

Made the 24th day of August, Nineteen Hundred and Seventy-eight  
Between IVAN W. CLARK, residing at 311 Linn Street, Ithaca, New York,

party of the first part, and

RAMON W. CLARK and BARBARA ANN CLARK, residing at Varna, New York,  
as tenants by the entirety,

Witnesseth that the party of the first part, in consideration of *parties of the second part,*  
----- 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, does hereby grant and release unto the  
parties of the second part, the survivor, his or her / and assigns forever, all  
THAT TRACT OR PARCEL OF LAND situate on Lot 61 in the Town of Dryden, County of  
Tompkins and State of New York, and bounded and described as follows: Beginning in  
the center line of the Mount Pleasant Road at the southwest corner of premises  
conveyed to the grantees herein by deed of May Ogden and others dated June 20,  
1963, and recorded in the Tompkins County Clerk's Office in Liber 445 of Deeds at  
page 262; running thence north 33° 40' east along the westerly line of said Ramon  
Clark premises 545 feet to an old iron pipe in the east line of said Lot 61, at the  
southwest corner of former Conger Lot M, and at the northern corner of said Ramon  
Clark premises; thence north along the east line of said Lot 61 approximately 899  
feet to an old iron pipe at the northeast corner of said Lot 61; thence west along  
the north line of said Lot 61 approximately 732 feet to the easterly right of way  
line of premises now or formerly of the Lehigh Valley Railroad Co.; thence south-  
westerly along the easterly line of said Railroad right of way to the center line  
of the Mount Pleasant Road; thence south 61° east along the center line of the  
Mount Pleasant Road approximately 1062 feet to the place of beginning. Being all  
those premises now owned by the grantor east of the said Railroad right of way and  
north of the Mount Pleasant Road, and being part of the former May Ogden property,  
as shown on map entitled "Map of May Ogden Farm at Varna, N.Y. - Lot 61 in Town of  
Dryden", made by Carl Crandall, C.E., dated August 22, 1951, and filed in the  
Tompkins County Clerk's Office in Drawer 85.

SUBJECT to an agreement for an underground telephone line, granted by Verne  
C. Ogden and May H. Ogden to New York Telephone Co. and American Telephone & Tele-  
graph Co. dated August 19, 1948, and recorded in Liber 312 of Deeds at page 537.  
Subject also to the rights of the public in and to the traveled portion of the  
Mount Pleasant Road.

Grantor reserves the right to enter the woods on the said conveyed premises  
for the purpose of cutting and removing wood and otherwise; also the right to use  
the barn on the said premises for storage of machinery, household goods and other  
property.

LIBR 566 REC 729

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

And said party of the first part covenants as follows:  
First. That the parties of the second part shall jointly 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. 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 party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

*Ivan W. Clark*

RECEIVED  
\$ 0.00  
REAL ESTATE  
AUG 24 1978  
TRANSFER TAX  
TOMPKINS  
COUNTY

State of New York }  
County of TOMPKINS } ss. On this 24<sup>th</sup> day of August,  
before me, the subscriber, personally appeared Nineteen Hundred and seventy-eight  
IVAN W. CLARK

to me personally 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.

*D. Boardman Lee*

Notary Public  
D. BOARDMAN LEE  
Notary Public, State of New York  
No. 33-2289900  
Qualified in Tompkins County  
Term Expires March 30, 1979

Town of Dryden  
Tax Map No.: Part of Dryden 56-4-5  
Mailing Address: 68 Mount Pleasant Road  
Ithaca, New York 14850

Tompkins County, ss.  
Recorded on this 24<sup>th</sup> Day of August, 1978  
at 1:38 o'clock P.M. in Liber 564 and numbered 138  
at Page 138 and numbered 138  
*Franklin Stimmel* Clerk

**WARRANT**  
WARRANT WITH LIEN COVENANT

IVAN W. CLARK

TO

RAMON W. CLARK and  
BARBARA ANN CLARK

Dated, August 24 1978

FILED  
AUG 24 4 14 PM '78  
TOMPKINS COUNTY  
CLERK'S OFFICE

*7-0-10-10-10*  
D. BOARDMAN LEE  
Counselor at Law  
511 Savings Bank Building  
Ithaca, New York 14850

# This Indenture, made this 24th day of August 1978

Between IVAN W. CLARK, residing at 311 Linn Street, Ithaca, New York,

part y of the first part and DAVID SKUSE, residing at 15 Ringwood Court, Town of Dryden, New York,

part y of the second part.

Witnesseth, that the part y of the first part, in consideration of the sum of ONE DOLLAR lawful money of the United States, and other good and valuable considerations paid by the part y of the second part, does hereby grant and release unto the part y of the second part, his distributees and assigns forever.

ALL THAT PIECE OR PARCEL OF LAND situate on Lot 61 in the Town of Dryden, County of Tompkins and State of New York, and bounded and described as follows: Beginning at the intersection of the center line of the Mount Pleasant Road and the westerly right of way line of premises now or formerly of the Lehigh Valley Railroad Co.; running thence northerly along the westerly line of said railroad right of way approximately 279 feet to a stake set approximately four feet east of a dead elm at the end of the remains of an old fence; thence northwesterly along the line of said fence approximately 215 feet to the point where said old fence intersects the east property line extended of premises conveyed to Cy and Beverly Ortin by deed recorded in the Tompkins County Clerk's Office in Liber 372 of Deeds at page 198; thence southwesterly along said property line and said property line extended approximately 319 feet to the center line of Mount Pleasant Road; thence easterly along the center line of the Mount Pleasant Road 213 feet to the place of beginning. Being a part of the May Ogden farm, as shown on a Survey Map made by Carl Crandall, C.E., dated August 22, 1951 and filed in the Tompkins County Clerk's Office in Drawer 89; together with all the right, title and interest of the grantor in and to the premises lying north of Mount Pleasant Road, east of those premises conveyed to Cy and Beverly Ortin by deeds recorded in Books 372 at page 198 and 403 at page 275, south of those conveyed by deed recorded in Book 482 at page 80, and west of the westerly right of way line of the Lehigh Valley Railroad.

SUBJECT to a right of way for a telephone line as presently existing; also to the rights of the public in and to the traveled portion of the Mount Pleasant Road.

Together with the appurtenances and all the estate and rights of the part y of the first part in and to said premises

To Have and to Hold the premises herein granted unto the part y of the second part his heirs and assigns forever

AND the said part y of the first part covenant as follows: That the part y of the second part shall quietly enjoy the said premises; that the said part y of the first part will forever WARRANT the title to said premises, and that this conveyance is subject to the trust fund provisions of Section 13 of the Lien Law.

In Witness Whereof, the part y of the first part has hereunto set his hand and seal the day and year first above written

In presence of:

Ivan W. Clark  
IVAN W. CLARK

TAX PARCEL # 56-4-5 PARTIAL  
MAIL TAXES TO: 087 DRYDEN RD  
Ithaca, NY.  
State of New York  
County of Tompkins

RECEIVED  
\$ 5.00  
REAL ESTATE  
NOV 8 1978  
TRANSFER TAX  
TOMPKINS  
COUNTY

On this 24th day of August, 1978 before me, the subscriber, personally appeared IVAN W. CLARK

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

RECEIVED J. HINES  
Notary Public, State of New York  
Qualified in Tompkins County  
Commission Expires March 30, 1979

Tompkins County, NY  
Recorded on the 19th day of August 1978  
at 1:30 o'clock P.M. in Liber 368 of Deeds  
at Page 31  
By: David Skuse, Clerk

FILED  
NOV 8 1978  
TOMPKINS COUNTY  
CLERK'S OFFICE



12

2197



# This Indenture

Made the 10th day of  
Nineteen Hundred and Eighty  
Between RAMON W. CLARK and BARBARA ANN CLARK, residing at  
Varna, New York,

parties of the first part, and

IVAN W. CLARK, residing at 311 Linn Street, Ithaca,  
New York,

Witnesseth that the parties of the first part, in consideration of  
party of the second part,  
ONE and no/100-----dollar (\$1.00---)  
lawful money of the United States, & other good & valuable consideration  
paid by the party of the second part, do hereby grant and release unto the  
party of the second part, his heirs and assigns forever, all  
THAT TRACT OR PARCEL OF LAND situate on Lot 61 in the Town of Dryden,  
County of Tompkins and State of New York, and bounded and described  
as follows:

BEGINNING in the center line of the Mount Pleasant Road at the south-  
west corner of premises conveyed to the grantors herein by deed of  
May Ogden and others dated June 20, 1963, and recorded in the Tompkins  
County Clerk's Office in Liber 445 of Deeds at page 262; running  
thence north 33° 40' east along the westerly line of said Ramon  
Clark premises 545 feet to an old iron pipe in the east line of said  
Lot 61, at the southwest corner of former Conger Lot M., and at the  
northern corner of said Ramon Clark premises; thence north along the  
east line of said Lot 61 approximately 899 feet to an old pipe at the  
northeast corner of said Lot 61; thence west along the north line of  
said Lot 61 approximately 732 feet to the easterly right of way line  
of premises now or formerly of the Lehigh Valley Railroad Co.; thence  
southwesterly along the easterly line of said Railroad right of way  
to the center line of the Mount Pleasant Road; thence south 61° east  
along the center line of the Mount Pleasant Road approximately 1062  
feet to the place of beginning.

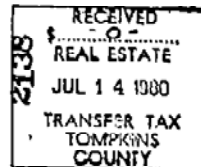
BEING the same premises conveyed to the grantors herein by the gran-  
tee herein by deed dated August 24, 1978 and recorded in the Tompkins  
County Clerk's Office on August 24, 1978 in Liber 566 of Deeds at  
page 738.

Reference is hereby made to a survey map entitled "Map of May Ogden  
Farm at Varna, N. Y. - Lot 61 in Town of Dryden", made by Carl Cran-  
dall, C.E., dated August 22, 1951, and filed in the Tompkins County  
Clerk's Office in Drawer 89.

SUBJECT to an agreement for an underground telephone line, granted by  
Verne C. Ogden and May H. Ogden to New York Telephone Co. and American  
Telephone & Telegraph Co. dated August 19, 1948, and recorded in Liber  
312 of Deeds at page 537.

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  
highway.

Town of Dryden  
Tax Map #56-4-5.2  
Mailing Address: 311 Linn Street  
Ithaca, New York 14850



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, his heirs and assigns forever.

And said parties of the first part

covenant as follows:

First, That said parties of the first part are seized of said premises in fee simple, and have 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, except as aforesaid.  
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 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.

In Presence of

*Ramon W. Clark*  
Ramon W. Clark  
*Barbara Ann Clark*  
Barbara Ann Clark

State of New York }  
County of TOMPKINS } ss. On this 10<sup>th</sup> day of July  
Nineteen Hundred and Eighty  
before me, the subscriber, personally appeared

RAMON W. CLARK and BARBARA ANN CLARK

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.

*Robt. Witty*

ROBERT O. WITTY  
Notary Public, State of New York  
No. 46342  
Qualified in Tompkins County  
Term Expires March 30, 1982

TITLE to the real property as conveyed by this instrument was NOT EXAMINED by the undersigned, as required and directed in an ordinance of the County Clerk in whose records were made, in a record of the original being here the preparation of deed in accordance with specific instructions of the parties.

AMDUR & PERKINS, P. C.  
by  
Attorneys at Law

Wit. June 20, 1980

FILED  
JUN 14 11 09 AM '80  
TOMPKINS COUNTY  
CLERK'S OFFICE

Tompkins County, ss. 14 Day of July 1980  
Recorded on the 572 M. in Liber of 1663  
at Page 133 and enclosed.

*Emilie Hamwell* Clerk

**Deed**  
FULL COVENANT WITH LIEN COVENANT

RAYMON W. CLARK & BARBARA ANN CLARK

TO

RAYMON W. CLARK  
*RW*

Dated July 10, 1980

AMDUR & PERKINS, P. C.  
Attorneys at Law  
20 West Main Street  
Dryden, New York 13053

*RW*

13

MAP

LIBER 593 PAGE 536

Form 581X N. Y. DEED-WARRANTY with Lien Covenant

TITLELAND REGISTERED U. S. PAT. OFFICE  
TITLE LAWYER PUBLISHERS, RUTLAND, VT 05701

1858

# This Indenture

Made the 5th day of June

Nineteen Hundred and Eighty-One

Between

IVAN W. CLARK, 311 Linn Street, Ithaca, N.Y.

part y of the first part, and

JOHN G. MAINES, III, 504 Spencer Road, Ithaca, N.Y.

Witnesseth that the part y of the first part, in consideration of party of the second part,

ONE and no/100----- Dollar (\$1.00 )  
lawful money of the United States, and other good and valuable consideration paid by the part y of the second part, do es hereby grant and release unto the part y of the second part, his heirs, distributees and assigns forever, ~~and~~

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, and which said property is situated in the hamlet of Varna in said town and is more particularly bounded and described as follows:

Beginning at a point in the center line of Mt. Pleasant Road at its intersection with the center line with N.Y.S. Rt. 366; running thence south 49° east and along the center line of said Mt. Pleasant Road, 200 feet to a point; thence south 56° 39' west, at 27.8 feet passing through an iron pipe set in the edge of said Mt. Pleasant Rd. right-of-way, a total distance of 160 feet to an iron pipe in the easterly line of lands now or formerly of Elston (see 256 of Deeds at page 435); thence north 28° 02' west, passing through an old iron pipe near the southerly line of said N.Y.S. Route 366, a total distance of 200 feet to the center line of said N.Y.S. Route 366; thence 87.8 feet along the center line of said N.Y.S. Route 366, a chord bearing of north 60° 56' east, to the point or place of beginning.

Being the northernmost portion of lands conveyed to Ivan W. Clark and Velma Ogden Clark by deed dated June 20, 1963 and recorded in the Tompkins County Clerk's Office June 21, 1963 in Liber 445 of Deeds at Page 265. Velma Ogden Clark died May 8, 1970 leaving the grantor herein as surviving tenant by the entirety.

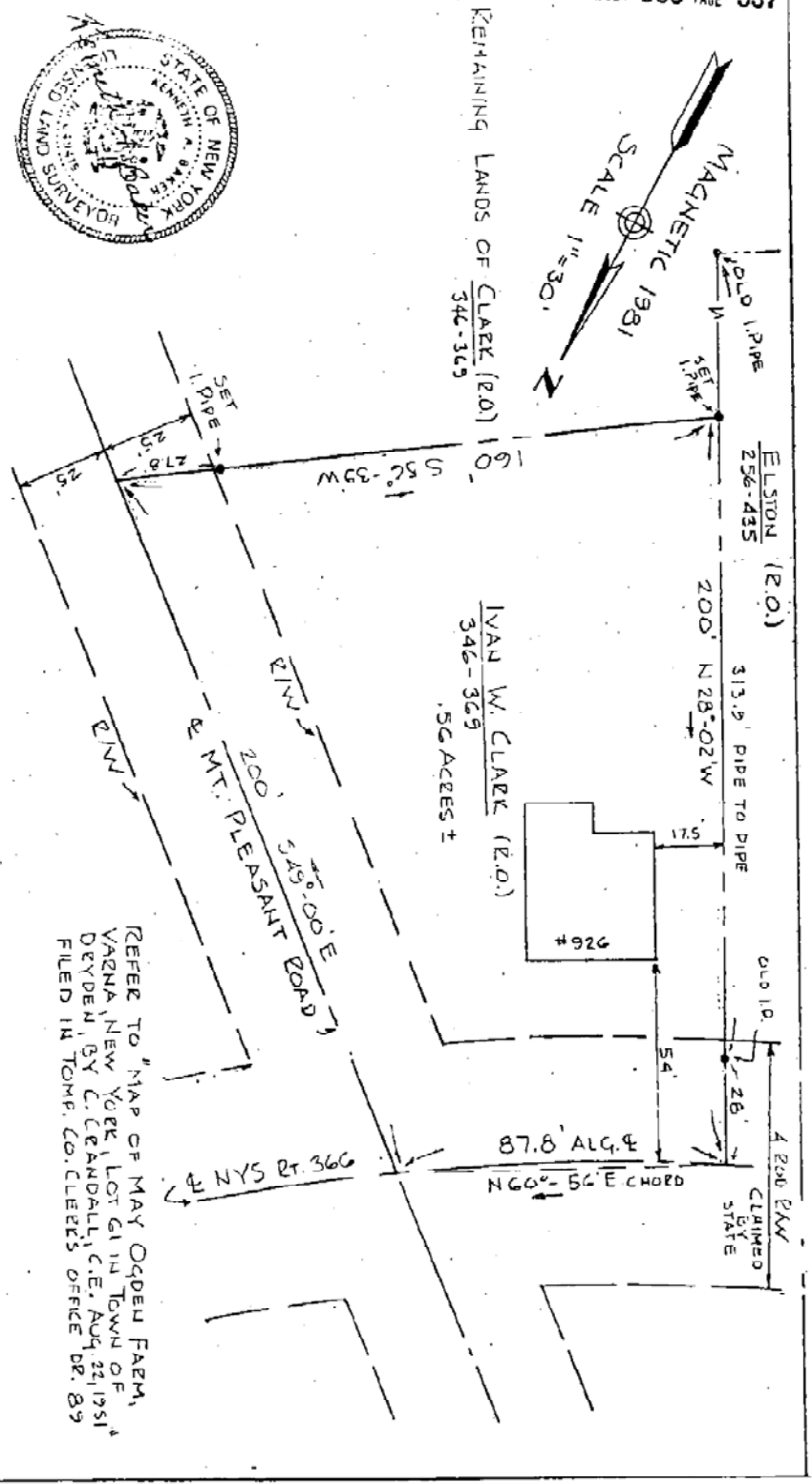
Subject to a right-of-way granted to the N.Y.S. Electric & Gas Corp. by deed dated April 2, 1966 and recorded in the Tompkins County Clerk's Office May 3, 1966 in Liber 462 of Deeds at Page 412, and further subject to an easement for the passage of pedestrian and vehicular traffic across the southeast corner of the above described parcel for the benefit of the remaining lands of the grantor herein, which said right-of-way shall be 10 feet in width entering the described property from Mt. Pleasant Rd. by the existing driveway and exiting along the southerly line of the above described property approximately 20 feet westerly along said southerly line from the net iron pipe as shown on the map attached hereto, and which right-of-way shall be for the term of the life of Ivan W. Clark.

The above-described premises are more particularly shown on a survey map entitled "Part of Lands of Ivan W. Clark - Mt. Pleasant Road - Town of Dryden - Tompkins Co., N.Y." made by K.A. Baker, L.S. 049415 and dated May 25, 1981, which map is attached to this deed.



PART OF LANDS OF IVAN W. CLARK - MT. PLEASANT ROAD - TOWN OF DRYDEN - TOMPKINS CO., N.Y.

MAY 25, 1981 BY K. A. BAKER L.S. 049415



REFER TO "MAP OF MAY OGDEN FARM, VAENA, NEW YORK, LOT 61 IN TOWN OF DRYDEN, BY C. CANDALL, C.E., AUG 22, 1951" FILED IN TOMPKINS CO. CLERK'S OFFICE DR. 89

Together with the appurtenances and all the estate and rights of the part y of the first part in and to said premises,

To have and to hold the premises hereto granted unto the part y of the second part, his heirs, distributees----- and assigns forever,

And said PARTY OF THE FIRST PART

First, That the part y of the second part shall quietly enjoy the said premises; covenant as follows;

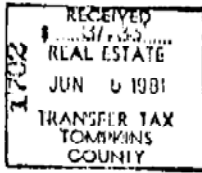
Second, That said PARTY OF THE FIRST PART

will forever Warrant the title to said premises,

Third, 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 part y of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of



Ivan W. Clark IVAN W. CLARK

State of New York } ss. County of Tompkins } before me, the subscriber, personally appeared IVAN W. CLARK

On this 5th day of June Nineteen Hundred and Eighty-One

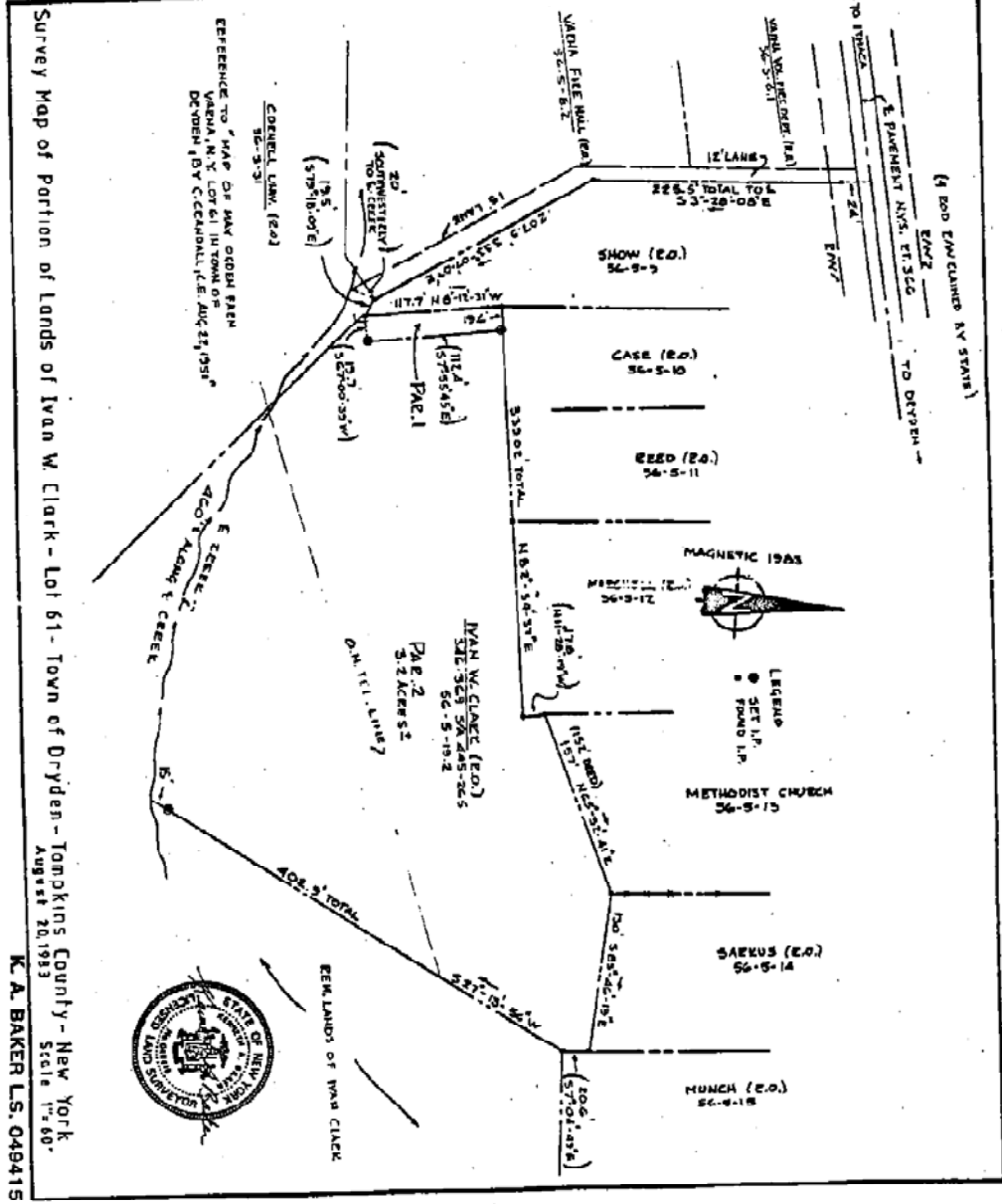
to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

[Signature] Notary Public

ROBERT J. ADAMS Notary Public, State of New York Qualified in Tompkins County Commission Expires March 20, 1983

Tompkins County, ss. Recorded on the 5 Day of JUNE 1981 at 2:40 o'clock P. M. in Liber 583 DEEDS of Page 536 and examined. [Signature] Clerk





Together with the appurtenances and all the estate and rights of the part y of the first part in and to said premises,

To have and to hold the premises herein granted unto the part y of the second part, her heirs, distributees and assigns forever.

And said PARTY OF THE FIRST PART

First, That the part y of the second part shall quietly enjoy the said premises: covenant Sas follows:

Second, That said PARTY OF THE FIRST PART

will forever Warrant the title to said premises.

Third, 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 part y of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

Ivan W. Clark  
IVAN W. CLARK

State of New York } ss.  
County of Tompkins }  
before me, the subscriber, personally appeared

On this 11<sup>th</sup> day of October  
Nineteen Hundred and Eighty-three

IVAN W. CLARK

to me personally 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.

Robert J. Hayes  
Notary Public  
Notary Public, State of New York  
Qualified in Tompkins County  
Commission expires March 30, 1925

Tompkins County, ss.  
Recorded on the 13<sup>th</sup> Day of October 1923  
at 5:54 o'clock P.M. in Liber 597 of 112  
at Page 216 and examined  
Rachel A. Pierce Clerk



15

# This Indenture

Made the 13th day of December

Nineteen Hundred and Eighty-three

Between

IVAN W. CLARK, residing at 311 Linn Street, Ithaca, New York,

part y of the first part, and

JOHN T. MARCHELL, residing at 959 Dryden Road, Ithaca, New York,

Witnesseth that the part y 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 part of the second part, do es hereby grant and release unto the  
part y of the second part, his heirs, distributees  
and assigns forever, all THAT TRACT OR PARCEL OF LAND situate on Lot  
61 in the town of Dryden, County of Tompkins and State of New York,  
bounded and described as follows:

BEGINNING at a point in the southeasterly corner of premises now owned by Agnes Snow, thence North 12° 47' 32" West a distance of 113.26 feet to a point in the southerly line of premises now or formerly owned by Case; thence North 78° 59' 13" East a distance of 318.62 feet to a point in the southeasterly corner of premises now owned by John Marchell (570/189); thence North 15° 20' 22" West a distance of 17.54 feet to a point; thence North 61° 48' 15" East a distance of 156.05 feet to a point; thence South 88° 49' 05" East a distance of 133.96 feet; thence South 10° 37' 38" East a distance of 20.53 feet; thence North 68° 16' 53" East a distance of 116.34 feet; thence North 63° 18' 08" East a distance of 77.32 feet; thence North 51° 49' 06" East a distance of 54.05 feet; thence North 55° 53' 34" East passing through a wood stake and then a pin to the center line of Mt. Pleasant Road a distance of 211.88 feet; thence South 52° 27' 57" East a distance of 260.92 feet to a spike in the intersection of Mt. Pleasant Road and an abandoned railroad line now or formerly belonging to the Lehigh Valley Railroad; thence South 34° 17' 18" West a distance of 969.53 feet along the center line of said railway line to a spike; thence North 66° 24' 45" West a distance of 70 feet to a spike; thence North 51° 24' 07" West a distance of 727.29 feet to a point in the southerly line of premises now owned by Agnes Snow; thence North 69° 30' 26" East a distance of 19.70 feet to the point or place of beginning.

Together with a right of way approximately 12 to 15 feet in width running along the southerly line of premises herein conveyed, to the Ithaca Dryden State Highway (Route 366) as reserved in a deed from Ira H. Ellis to Warren C. Ellis recorded in Liber 2 of Dryden Deeds at Page 557.

There is also reserved herein for use of other lands of the grantor herein the above right of way in common with the grantee herein.

Together with a right of way for ingress and egress over the easterly half of a right of way, formerly owned by the Lehigh Valley Railroad and conveyed to the grantor herein (see Deed filed 558/748), said easterly half of the right of way being approximately 35 feet in width and running South 37° 17' 18" West a distance of 969.53 feet along the easterly line of the premises conveyed herein. Maintenance and improvement of the said right of way shall be at the sole cost and expense of the grantee herein. There is reserved herein for use of the grantor the above right of way in common with the grantee. For a more particular description of the land herein conveyed reference is made to a survey map for Ivan W. Clark, Town of Dryden, County of Tompkins dated November, 1983 made by G. Schlecht, L.S. and filed in the Tompkins County Clerk's Office concurrently herewith,

MHP \*the westerly half of

Together with the appurtenances and all the estate and rights of the part Y of the first part in and to said premises,

To have and to hold the premises herein granted unto the part Y of the second part, his heirs, distributees and assigns forever.

And said PARTY OF THE FIRST PART

First, That the part Y of the second part shall quietly enjoy the said premises; covenants as follows:

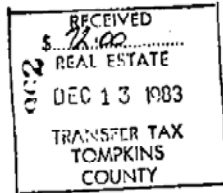
Second, That said PARTY OF THE FIRST PART

will forever Warrant the title to said premises.

Third, 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 part Y of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of



Ivan W. Clark  
IVAN W. CLARK

State of New York }  
County of Tompkins } ss.  
before me, the subscriber, personally appeared

IVAN W. CLARK

On this 13th day of December  
Nineteen Hundred and Eighty-three

to me personally 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.

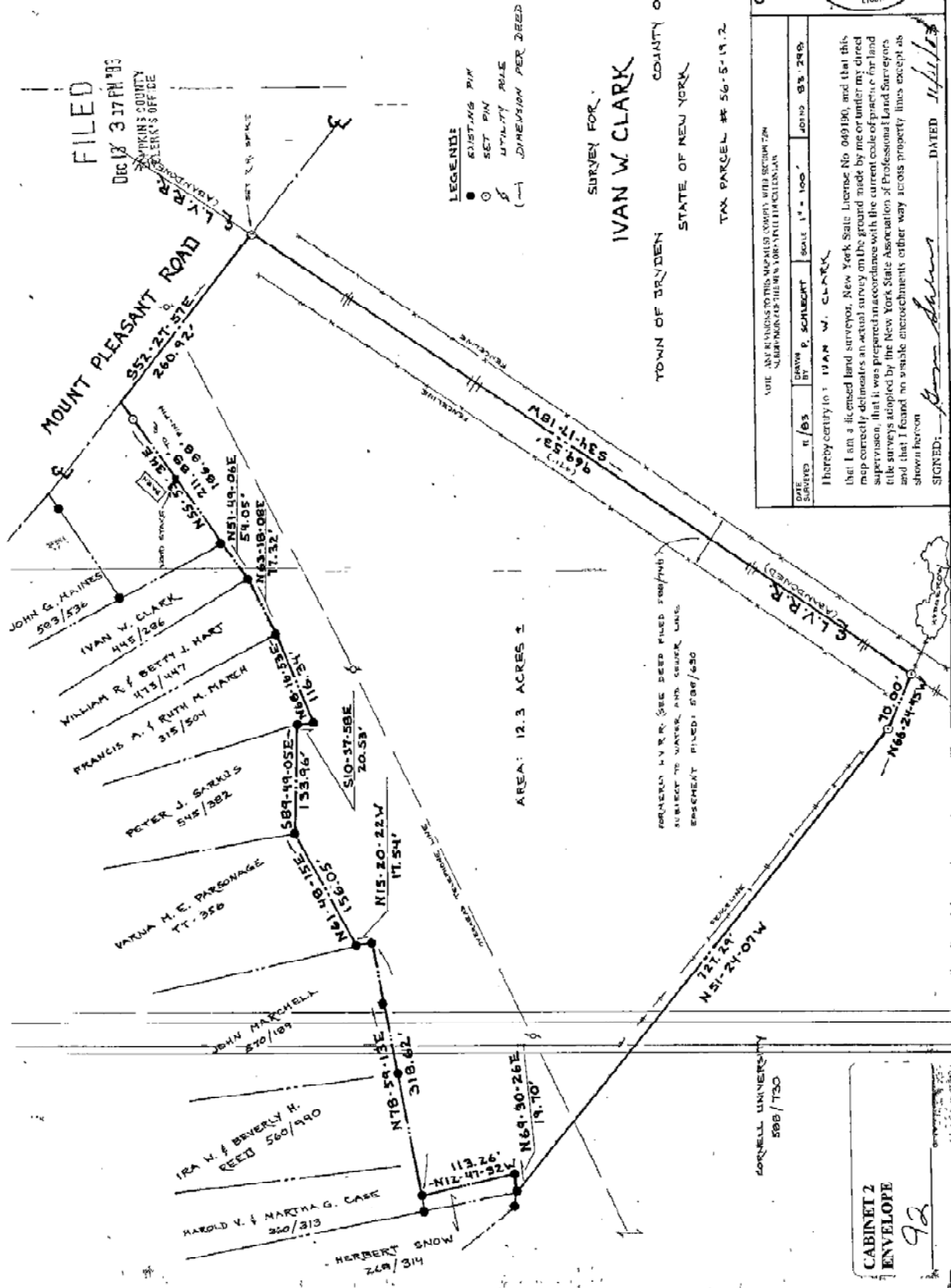
Robert J. Hines  
Notary Public

ROBERT J. HINES  
Notary Public, State of New York  
No. 028450653  
Qualified in Tompkins County  
Commission expires March 30, 1985

Tompkins County, ss:  
Recorded on the 13 Day of December 1983  
at 7:17 o'clock P.M. in Liber 598 at 969  
at Page 968 and examined Rachel J. Paine Clerk



FILED  
 DEC 18 3 17 PM '93  
 TOMPKINS COUNTY  
 CLERK'S OFFICE



LEGEND:  
 ● EXISTING PIN  
 ○ SET PIN  
 S UTILITY PIPE  
 (---) DIMENSION PER DEED

SURVEY FOR  
**IVAN W. CLARK**  
 COUNTY OF TOMPKINS  
 STATE OF NEW YORK

TAX PARCEL # 56-5-19-2



NOTE: ANY REFERENCE TO THIS MAP IS TO BE TAKEN IN CONNECTION WITH SECTION 72M  
 OF THE SURVEYING AND MAPPING LAW OF THE STATE OF NEW YORK.

DATE SURVEYED: 11/83  
 DRAWN BY: P. SCHLECHT  
 SCALE: 1" = 100'  
 JOB NO: 83-299

I hereby certify that I am **IVAN W. CLARK**  
 that I am a licensed land surveyor, New York State License No. 049190, and that this  
 map correctly delineates an actual survey on the ground made by me or under my direct  
 supervision, that it was prepared in accordance with the current code of practice for land  
 title surveys adopted by the New York State Association of Professional Land Surveyors  
 and that I found no visible encroachments either way across property lines except as  
 shown hereon

SIGNED: *George C. Schlecht* DATED: 11/11/93

AREA: 12.3 ACRES ±

FORMERLY N.Y.R.R. (SEE DEED FILED 1987/46)  
 SUBJECT TO WATER, AND SEWER LINES.  
 ENCROACHMENT FILED: 8387/480

CABINET 2  
 ENVELOPE  
 92

CORNELL UNIVERSITY  
 588/730

16

3873

LIBER 27 PAGE 795

STATE OF NEW YORK )  
                          )SS:  
COUNTY OF TOMPKINS )

IVAN W. CLARK, being duly sworn, deposes and says:

1. That he is the owner of premises in the Town of Dryden known as Lot No. 61, Town of Dryden, Tompkins County, New York.
2. That your deponent has owned said property since 1951 and it has been in your deponent's wife's family since 1921.
3. That upon information and belief, no oil or gas has been produced on the property under an oil and gas lease granted to J.E. Trainor dated August 1, 1930 and recorded in the Tompkins County Clerk's Office on May 14, 1931 in Liber 224 of Deeds at Page 229, and thereafter assigned by J.E. Trainor to William H. Workman by deed dated January 19, 1932 and recorded August 5, 1933 in Liber 232 of Deeds at Page 451.
4. That upon information and belief the said oil and gas lease has expired by its terms.

*Ivan W. Clark*  
IVAN W. CLARK

Subscribed and sworn to before me this 11th day of October, 1983.

*Valerie C. French*  
NOTARY PUBLIC

VALERIE C. FRENCH  
NOTARY PUBLIC, State of New York  
Tompkins County, New York  
Commission Expires 10/15/84

ROBERT J. HINES  
ATTORNEY AND  
COUNSELLOR AT LAW  
417 NORTH CAYUGA STREET  
ITHACA, NEW YORK

Tompkins County, ss:      4      Day of *September* 84  
Recorded on the      27      of *May*  
9:30 o'clock *A* M. in Liber      and assigned  
at Page *795*

*Rachel A. Pierce* Clerk

9-77

LIBER 632 PAGE 107

DEED

THIS INDENTURE

Made the 24th day of November, Nineteen Hundred and Eighty-Seven

Between

IVAN W. CLARK, 311 Linn Street, Ithaca, New York 14850

party of the first part,

and

RAMON WESLEY CLARK, 68 Mt. Pleasant Rd., Ithaca, New York 14850, life tenant, and DANIEL WESLEY CLARK and DAVID WILLIAM CLARK, residing at 979 Dryden Road, Ithaca, New York 14850, as tenants in common, remaindermen

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, their heirs, distributees and assigns.

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

BEGINNING at a point in the center line of Mount Pleasant Road at the Southwest corner of premises conveyed to Ramon Wesley Clark and Ivan W. Clark by deed recorded in Liber 587 of Deeds at Page 425, said point of beginning being North 64 degrees West 437 feet along the said center line from its intersection with the center line of Trukey Hill Road; thence North 33 degrees 40 minutes East and along the Northwesterly line of said Clark premises 545 feet to an old pipe in the Easterly line of Lot 61 in said town; thence Northerly and along the Easterly line of said Lot 61 to the Northeast corner thereof; thence West and along the northerly line of said Lot 61 to its intersection with the center line of the Lohigh Valley Railroad right of way; thence Southwesterly and along the center line of said railroad right of way to the center line of Mount Pleasant Road; thence Southeasterly and along the center line of Mount Pleasant Road to the point or place of beginning.

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 parties of the second part, the survivor, their heirs, distributees and assigns forever, as follows: Ramon Wesley Clark is hereby granted an estate for the term of his natural life in said premises and the remainder interest therein is granted and conveyed unto Daniel Wesley Clark and David William Clark as tenants in common.

And said party of the first part covenant 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;

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 party of the first part has signed this deed below.

In Presence of

Ivan W. Clark  
IVAN W. CLARK

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

On this 23 day of November, 1987, before me, the subscriber, personally appeared

IVAN W. CLARK

to me personally known and known to me to be the same person described in and who executed this instrument, and he acknowledged to me that he executed the same.

Robert J. Hines  
NOTARY PUBLIC

ROBERT J. HINES  
Notary Public, State of New York  
No. 0014282053  
Oneida Co. Tompkins County  
Canton, N.Y.

1156  
RECEIVED  
REAL ESTATE  
NOV 25 1987  
TRANSFER TAX  
TOMPKINS  
COUNTY

25  
1987  
Nov  
of DEEDS  
632  
P.M.  
11:17  
Clerk



19

4 DRYDEN Pg 593

593

Sam H Reed et al  
 of the first part and  
Wm H. Reed et al  
 of the second part

**This Indenture**, Made this Twenty day of March  
 in the year of our Lord one thousand eight hundred and seventy one  
**BETWEEN** Sam H Reed et al of the first part  
 and Wm H Reed et al of the second part

Witnesseth: That the said party of the first part, in consideration of the sum of  
One Hundred and Twenty five Dollars in lawfully paid, have sold, and  
 BY THESE PRESENTS do grant and convey to the said party of the second part the  
**THAT TRACT OR PARCELS OF LAND**, situate in the Town of Dryden County of Tompkins and State of New York  
 and being a part of grant to Samuel Reed in said Town and County as follows

Beginning at a point on the line of land between the said Sam H Reed & Wm H Reed  
 which point is the true North corner at right angles from the center line of the Old  
Collins Road & running thence Southwesterly parallel to some water line about  
four hundred and thirty feet to the division line of land between the said Sam H Reed & Wm H Reed  
 thence Southwesterly along said division line about one hundred and thirty feet to a point  
 and thence Southwesterly on a course of land from said water line thence Southwesterly  
 parallel to said center line about two hundred and four feet to the division line  
 of land between the said Sam H Reed & Wm H Reed thence Northwesterly along said  
 division line about thirty feet to the place of beginning, containing  
Eighty one Acres of land or thereabouts more or less.

With the Appurtenances, and all the Rights, Title and Interest therein of the said party of the first part. And the said  
Sam H Reed  
 do hereby covenant and agree to and with the said party of the second part, heirs and assigns,

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, heirs and assigns,  
 and assigns, I will forever WARRANT AND DEFEND against any person whatsoever lawfully claiming the same  
 or any part thereof.

In Witness Whereof, the party of the first part, have hereunto set their hands and seals the day and year first above written.  
 Witness my hand in Presence of

STATE OF NEW YORK,  
 Tompkins County.  
 On this 21st day of March  
 the year one thousand eight hundred and seventy one before me, the subscriber personally  
 appeared Sam H Reed & wife  
 to me known to be the same persons described in, and who executed the within instrument, and  
 acknowledged that they executed the same.  
 And the said Wm H Reed on a private examination  
 by me apart from her said husband, acknowledged that she executed the same freely, and without any  
 fear or compulsion of her said husband.  
Charles A. Taylor Justice of the Peace

A true copy of the original Recorded March 21 1871, at Dryden, N. Y.  
J. M. Bell Clerk





21

4 DRIVEN P. 599

58

Deborah Miller & etc This Indenture, Made this 15th day of July  
 in the year of our Lord one thousand eight hundred and seventy two  
 To Deborah Miller & etc  
**BETWEEN** Deborah Miller & etc Mary, the wife of Thomas  
Deborah Miller & etc wife of Thomas

Deborah Miller & etc of the first part and  
Deborah Miller & etc of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum of  
Five hundred Dollars  
 BY THESE PRESENTS, do grant and convey to the said party of the second part, with assigns: ALL  
 THAT TRACT OR PARCELS OF LAND, situate in the Town of Rayden Tompkins County New  
 York, beginning at a point where the eastern line of the Deborah Miller & etc  
 (formerly Miller & Collins) Rail Road crosses the western line of lands formerly owned  
 by George Miller deceased and John P. Robinson and running thence South westerly  
 nine hundred & eighty eight feet (888) to the eastern line of lands between said Miller  
 and Deborah Miller & etc between two lines which are parallel to said eastern  
 line and each distant therefrom the one northerly two (2) rods and the one  
 southerly two (2) rods including all the lands contained within the said  
 parallel lines on this side from the line of lands of John P. Robinson to the  
 lands of Deborah Miller & etc containing one acre & eight hundredths (1/100)  
 of an acre of land be the same more or less.

With the Appurtenances, and all the estate, Title and Interest therein of the said party of the first part. And the said  
Deborah Miller & etc  
 do hereby covenant and agree to and with the said party of the second part, with assigns,

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, with assigns  
 and assigns, they will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same  
 or any part thereof.

In Witness Whereof, The party of the first part hereunto set their hand and seal the day and year first above written.  
 Signed and Delivered in Presence of  
Deborah Miller & etc 57 & 2  
 STATE OF NEW YORK,  
Tompkins County, }  
 On this 15th day of July 1872

the year one thousand eight hundred and seventy two before me, the undersigned, personally  
 present, Deborah Miller & etc and Deborah Miller & etc  
 to me known to be the said persons described in, and who executed the within instrument, and  
 acknowledged that they executed the same as their free and lawful act.  
 And the said Deborah Miller & etc on a private examination  
 by me apart from her said husband, acknowledged that she executed the same freely, and without any  
 force or compulsion of her said husband.  
 Witness my hand and seal of the County of Tompkins this 15th day of July 1872.  
Deborah Miller & etc the within instrument to me known to be the said persons described in  
 the within instrument, and I am hereby authorized to make to the said Deborah Miller & etc  
 a copy of the original of the execution of the within instrument to be taken for all it did in  
 the copy of the original. Recorded April 1872, at T. & C. C. C.

Deborah Miller & etc  
Deborah Miller & etc  
Deborah Miller & etc

Deborah Miller & etc  
Deborah Miller & etc  
Deborah Miller & etc

W

6 DRIVE PG 3

31

**This Indenture**, Made this thirteenth day of September in the year of our Lord one thousand eight hundred and seventy **BETWEEN** Jacob Leaman of the Town of Dryden Yorkshire County New York and Mary Leaman his wife of the first part, and

The Atlantic and Northern Road Road Company of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of Two Hundred Dollars to them by said, hereunto, and

**AT THESE PRESENTS** do grant and convey to the said party of the second part, their heirs and assigns, **ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Dryden Yorkshire County New York and bounded and described as follows: Beginning at a point on the division line of lands between said Leaman and William Manning which division line is the center of the highway, and which point is also two and a half rods Southly at right angles from the center line of the Atlantic and Northern Road Road running thence South westerly about five hundred & eighty 580 feet parallel to said center line thence South westerly about one hundred & thirty nine (139) feet to the division line of lands between said Leaman & Lou Ellis to a point six (6) rods Southly at right angles from said center line thence Southly along said division line about two hundred & thirty six (236) feet to a point six (6) rods Southly at right angles from said center line thence North westerly about twenty four (24) feet to a point two and a half rods Southly at right angles from said center line thence South westerly & parallel to said center line until the division line of lands between said Leaman and William Manning is indicated, thence Southly along said division line about one hundred (100) feet to the place of beginning and containing one acre & fifty six hundredths (1.86) of one acre of land to the same use of law.

**With the Appurtenances**, and all the Estate, Title and Interest therein of the said party of the first part. And the said Jacob Leaman do hereby covenant and agree to and with the said party of the second part and assigns,

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, and assigns, will forever **WARRANT AND DEFEND** against any person whomsoever lawfully claiming the same or any part thereof.

**In Witness Whereof**, The party of the first part hereunto set their hands and seals the day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK,  
Yorkshire County,  
 On this 13th day of September 1877 before me, the undersigned, personally appearing Jacob Leaman and Mary Leaman do me known to be the same persons described in and who executed the within instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed, and that the contents of the same are true, and I signed my name to the same in presence of the said parties.

Witness my hand and seal of office this 13th day of September 1877 at Dryden New York.

Notary Public

A true copy of the original. Recorded April 13th 1877 at 8 o'clock A. M.

J. J. [Signature] Clerk

23

6 DRAPE 1916

16

No. 4, Virginia Bonds  
William J. Manning to  
to  
M. W. & C. L. Hunt, R. B. Co.

This Indenture, made this fourteenth day of September  
in the year of our Lord one thousand eight hundred and twenty  
**BETWEEN** William J. Manning of the County of Cayuga  
Tompkins County, New York and Margaret A. his wife  
of the first part, and

The Atlantic and Colorado Rail Road Company  
of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of Two hundred  
and seventy dollars & seventy cents (\$277.77) which is to be paid, here, sold, and  
**BY THESE PRESENTS** do grant and convey to the said party of the second part, her heirs and assigns,  
that **THAT TRACT OR PARCEL OF LAND**, situate in the County of Cayuga, Tompkins County  
NY, and bounded and described as follows: beginning at a point on the division  
line of lands between said Manning & John Taylor which point is also for (67) rods south  
of the center or center of curve from the center line of the Atlantic & Colorado Rail Road  
and running thence south westerly parallel to said center line about fifty eight (58)  
feet; thence south westerly about one hundred (100) feet to a point from (81) rods south of  
the center or center of curve from said center line; thence south westerly about one  
hundred (100) feet to a point two & a half (2 1/2) rods south ofthe center or center  
of curve from said center line; thence south westerly & parallel to said center line until  
the line of lands between said Manning & Bert Swanson in interest said  
division line being also the center of the highway; thence westerly along the center of the high  
way about one hundred (100) feet to a point two and a half (2 1/2) rods north of said center  
line; thence north westerly about one hundred & twenty (120) feet to a point  
from said center line thence north westerly about one hundred & thirty (130) feet to a point  
from (9) rods north of the center of curve from said center line; thence north east  
about one hundred & five (105) feet to a point from (81) rods north of the center or  
center of curve from said center line; thence north westerly parallel to said center line until  
the division line of lands between said Manning & John Taylor and the center of the highway  
thence north westerly about one hundred & twenty (120) feet to the line of lands between said  
with the Appurtenances, and all the estate, title and interest therein of the said party of the first part. And the said

William J. Manning  
do hereby covenant with and with the said party of the second part, her heirs and assigns,

that she premises thus conveyed in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, she will forever **WARRANT AND DEFEND** against any person whomsoever lawfully claiming the same or any part thereof.

In Witness Whereof, the party of the first part hereunto set their hands and seals the day and year first above written,  
SIGNED AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK  
County of Tompkins  
On this 14th day of September 1916, before me, the undersigned, personally appeared  
William J. Manning and Margaret  
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.  
And the said Margaret Manning  
is a female resident of the County of Tompkins and State of New York and is not married, and is not under any legal disability.  
I, J. Cassner  
Notary Public

Wm J. Manning  
Margaret A. Manning

A true copy of the original. Recorded April 18, 1916, at 2 o'clock, A. M. Corbett

24

6 MADE pg 19

**This Indenture**, Made this Twenty day of September in the year of our Lord one thousand eight hundred and seventy **BETWEEN** Alvina Snyder and Sarah B. his wife of the town of Deerpark Tompkins County and State of New York of the first part, and The Albany and Cortland Rail Road Company of the second part, **WHEREAS**, That the said party of the first part, in consideration of the sum of One hundred dollars to them in full paid, **NEC. PRO. NON ET TIBI PRESENTIS** do grant and convey to the said party of the second part, **their heirs and assigns**, **ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Deerpark of Tompkins County and State of New York **beginning at a point where the center line of the said Rail Road crosses the division line between the said Deerpark & Cortland Towns & running thence north to be bounded thirty one feet to the division line of lands between the said Alvina Snyder & Elizabeth Snyder and Fred Snyder, Daniel C. Snyder & Nelson King & is bounded between the line which is parallel to said center line the one nothing one & one half rods distant therefrom the one southward to said one half rods distant from said center line & containing one & sixty two hundredths acre of land to the same more or less. Provided that the said Rail Road Company shall at their own expense lay a suitable pipe under the center of the said tract of the first part and maintain the same under the center of said tract for the conveyance of the spring water from above said tract for use below the same by the said party of the first part his heirs and assigns, and provided also that the said Rail Road Company shall at their own expense maintain a culvert across the little stream between the first bounds of said described tract & the little stream and light to adjust the passage through it of horses, cattle and other farm stock and the said Deerpark reserves the complete use of said passage way as well as and subject to the flow of water and also reserve the site of said spring water.**

**With the Appurtenances**, and all the Estate, Title and Interest therein of the said party of the first part. And the said Alvina Snyder do hereby covenant and agree to and with the said party of the second part, **their heirs and assigns**,

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part **their heirs and assigns**, he will forever **WARRANT AND DEPEND** against any person whomsoever lawfully entering the same or any part thereof for **said Rail Road purposes**

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

MADE AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK, Deerpark County, NY 20 day of September 1877 in the year one thousand eight hundred and seventy before me, the undersigned, personally appeared Alvina Snyder and Sarah B. his wife who acknowledged to me that they executed the foregoing instrument as their free and voluntary act and deed and that they intended the same.

and the said Alvina Snyder acknowledged to me that he executed the within instrument as his free and voluntary act and deed and that he intended the same.

H. Wilson Justice of the Peace

A true copy of the original. Recorded April 18 1877, at Deerpark, NY

25

6 UNDER P9 20

20

No. 6, Original series.

Elizabeth S. Snyder, wife of  
 of  
 the State of New York

This Indenture, Made this 1st day of October

in the year of our Lord one thousand eight hundred and twenty  
 BETWEEN Elizabeth S. Snyder, Deborah S. Snyder, Bradford  
 Snyder, William S. Snyder, Charles S. Snyder, her husband  
 of the first part, and

The above said her husband, Mark B. Snyder, her husband  
 of the second part, WHEREAS, That the said party of the first part, in consideration of the sum of  
 one hundred and fifty dollars and fifty cents to them duly paid, have sold, and  
 BY THESE PRESENTS do grant and convey to the said party of the second part, their heirs and assigns,  
 ALL THAT TRACT OR PARCELS OF LAND, situate in the Town of ...  
 and sole of their said parcel, purchased only, and bounded & described as follows:  
 Beginning at a point where the center line of the ...  
 the division line of lands between the said parties of the first part & ...  
 then south westerly eleven hundred & thirty five feet to the division line of lands between  
 said parties & ...  
 and thence north from the said North line ...  
 all the lands contained within the said ...  
 and ...  
 and ...

WITH the Covenants, and all the Estate, Title and Interest thereof of the said party of the first part. And the said  
 Parties of the first part  
 do hereby covenant and agree to and with the said party of the second part their heirs and assigns,

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part their heirs  
 and assigns, they will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the  
 same or any part thereof, for said Rail Road purposes.

In WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

SEAL AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK

County of ...

Elizabeth S. Snyder  
 Deborah S. Snyder  
 Bradford Snyder  
 William S. Snyder  
 Charles S. Snyder  
 Mark B. Snyder

Witness  
 H. Wilson  
 Justice of the Peace

A true copy of the original. Recorded April 13 1874, at ...

26

6 DECEMBER 1909

No. 6, Eight Dots.  
 This Indenture, Made this Twelfth day of October  
 in the year of our Lord one thousand eight hundred and seventy  
 BETWEEN Frederick Hanford of the County of Tompkins  
County of Tompkins New York and Elizabeth Hanford his wife  
 of the first part, and

The Union and Colchester Rail Road Company  
 of the second part, WITNESSETH, That the said party of the first part, in consideration of the sum of

One hundred and forty seven Dollars to them duly paid, have sold, and

BY THESE PRESENTS do grant and convey to the said party of the second part, their heirs and assigns,

ALL THAT TRACT OR PARCEL OF LAND, situate in the County of Tompkins County

New York and bounded as described as follows to-wit: Beginning at a point where

the center line of the Union & Colchester Rail Road crosses the division line of lands

between said Hanford & J. R. Wood & runs thence South westerly to said lands

and County (670) feet to the division line between said Hanford & J. R. Wood

two lines which are parallel to said center line & each distant therefrom the

one hundred and (20) rods & the one hundred and (20) rods including all the

land contained within the said parallel lines as they extend from the

line of lands of J. R. Wood to the line of lands of J. R. Wood & containing one

acre and forty seven (47) hundredths of an acre of land be the same more

or less the above premises are conveyed to said party of the second part for

Rail Road purposes only.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said

Frederick Hanford

do hereby covenant and agree to and with the said party of the second part, heirs and assigns,

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, heirs and assigns,

will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the

same or any part thereof.

In Witness Whereof, The party of the first part hereunto set their hand and seal the day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK

Tompkins County

On this 12th day of October 1909 at the year one thousand

eight hundred and seventy before us, the within, personally appeared

Frederick Hanford, and Elizabeth Hanford his wife

to me known to be the same persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

I and the said Elizabeth Hanford

as a public notary do hereby certify that they executed the same freely, and without

any fraud or compulsion of law.

H. Waters Justice of the Peace

Frederick Hanford  
Elizabeth Hanford

A true copy of the original. Recorded April 13, 1909 at 8 o'clock A.M.

J. S. [Signature]



27

6 DRYDEN P. 15

Wm. A. Tappan Clerk  
William Shuman et al  
vs  
The Utica and Cortland Rail Road Company

This Indenture, Made this Tenth day of October  
in the year of our Lord and thousand eight hundred and Eight  
**BETWEEN** William Shuman et al of the County of Tompkins  
Tompkins County New York and Ballantine his  
wife of the first part, and

The Utica and Cortland Rail Road Company  
of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of  
One Hundred dollars to him duly paid, have and, and

**BY THESE PRESENTS** do grant and convey to the said party of the second part, their full and  
**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Dryden Tompkins County  
New York and bounded & described as follows by: Beginning at a point on  
the division line of lands between the said Shuman and Sara Currier which  
point is two (2) rods northerly measured on radius of curve from the east  
line of the Utica & Cortland Rail Road and running south-easterly from that  
said center line four hundred and fifteen (115) feet measured on said center  
line thence south-easterly one hundred (100) feet measured on said center line  
a point thence (3) rods northerly measured on radius of curve from said center  
line thence westerly & parallel to said center line four hundred & thirty seven  
(117) feet measured on said center line to the center of a circle having a  
diameter of John Snyder thence north westerly along said center line about nearly five (5) feet  
to the north west corner of the said Shuman land thence north westerly along the north line of  
the said Shuman land about one hundred & eighty (180) feet to the division line of lands  
between the said Shuman and Sara Currier which division line is at the east  
line of the said Shuman land thence north westerly along said center line about  
eight hundred and thirty (830) feet to the place of Beginning containing one acre and fifty  
eight hundredths (1.170) of an acre of land more or less.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said  
William Shuman  
do hereby covenant and agree to and with the said party of the second part their heirs and assigns

That the premises thus conveyed in the quiet and peaceable possession of the said party of the second part their heirs and assigns  
and assigns, he will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the  
same or any part thereof.

In Witness Whereof, The party of the first part has hereunto set their hands and seals the day and year first above written.  
SEAL AND DELIVERED IN PRESENCE OF \$ 50 "value"

STATE OF NEW YORK,  
Tompkins County, ss.  
I, Wm. A. Tappan, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.  
Witness my hand and seal of office at Dryden this 10th day of October 1887.  
Wm. A. Tappan  
Clerk of said County.  
and the said William Shuman et al  
do hereby acknowledge that they executed the within and foregoing as their free and voluntary act and deed.  
O. P. Currier Notary Public

A true copy of the original. Recorded Apr 1 13 1887 at Dryden, N.Y.  
S. J. Sabel Clerk





29

6 DAVEN Pg 18

Vol. 6, Single Bonds

**This Indenture,** Made this Twenty fourth day of April in the year of our Lord one thousand eight hundred and seventy four

**BETWEEN** Warren C. Ellis & Abner H. Ellis wife of the first of Tompkins County of the State of New York of the first part, and

Wm. J. Colquhoun & Robert of the first part, and

The Union & Cortlandt Rail Road Company and their successors of the second part. **WITNESSETH,** That the said party of the first part, in consideration of the sum of Eight Hundred Dollars to them duly paid, have sold, and conveyed unto the said party of the second part, their heirs and assigns **ALL THAT TRACT OR PARCELS OF LAND** situate in the County of Tompkins & State of New York and consisting of one parcel of land bounded as follows to wit Beginning at a point on the division line between the lands of Warren C. Ellis & Abner H. Ellis on the north and Abner H. Ellis on the south and running thence southwardly about three hundred and forty four feet parallel to the said center line to the center line of lands between the said Ellis and Homer S. Reed thence southwardly along said center line about one hundred and thirty feet to the east side of and right angle to the said center line thence northwardly about one hundred and thirty feet to the said center line of lands between the said Ellis and Abner H. Ellis thence northwardly along said center line about twenty seven feet to the place of beginning containing one acre and forty three hundredths of an acre but the same more or less also the lot here and forty three hundredths of an acre great but less than one acre and containing as follows Beginning at a point on the division line of lands between the said Warren C. Ellis and Homer S. Reed which point is also the north westerly corner of the same from the said center line and assuming thence to the northwardly to the said center line about three hundred and fifty three feet to the division line of lands between the said Warren C. Ellis & Joseph A. Hillman thence northwardly along said division line about five hundred and thirty feet to the division line of lands between the said Warren C. Ellis and Homer S. Reed thence northwardly along said division line about one hundred and thirty feet to the place of beginning containing of forty three hundredths of an acre but the same more or less also the lot here and containing as follows Beginning at a point on the division line of lands between the said Warren C. Ellis and Abner H. Ellis and bounded as follows to wit Beginning on the south by lands of Joseph A. Hillman and Thomas R. Reed on the east by lands of Abner H. Ellis and on the north and west by lands above described containing one acre and four tenths of an acre of the same or less the parties of the second part do hereby release the said party of the first part of the premises and the premises therein, and all the claims, title and interest therein of the said party of the first part. And the said

with the approbation, consent and agree to and with the said party of the second part their heirs and assigns that the said right of way

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part their heirs and assigns. I will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same or any part thereof from or against the said party of the first part

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

SEAL AND DELIVERED IN PRESENCE OF 9/178

STATE OF NEW YORK

Tompkins County

Warren C. Ellis & Abner H. Ellis of the year one thousand eight hundred and seventy four before me, the undersigned, personally appeared Warren C. Ellis and Abner H. Ellis who acknowledged that they executed the foregoing instrument as their free act and deed, and that they executed the same in full satisfaction of any debt from her said husband acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

J. Casmer Notary Public

Warren C. Ellis  
Abner H. Ellis

A true copy of the original. Recorded April 12 1874, at New York, N. Y. J. P. Mitchell

30

6 MAY 19 17

17

City of New York.  
Hiram C. Tallmadge  
of the County of New York

**This Indenture**, Made this Tenth day of May  
in the year of our Lord one thousand eight hundred and seventy seven  
**BETWEEN** Hiram C. Tallmadge of the City of  
New York

of the first part, and  
The Mohawk and Cornwall Rail Road Company  
of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of  
Three hundred and forty two Dollars to them duly paid, lawful and  
**BY THESE PRESENTS** doth grant and convey to the said party of the second part, their heirs and assigns  
**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Saugerties Township of Ulster County  
New York, and bounded as follows, to-wit: Beginning at a point  
where the center line of the Mohawk & Cornwall Rail Road crosses the center  
line of lands between said Tallmadge and Deborah Miller, running then  
south westerly sixteen hundred & twenty seven (1627) feet between two  
lines which are parallel to said center line and each distant therefrom  
two (2) rods, embracing all the land enclosed within the said parallel  
lines as they extend from the line of lands of Deborah Miller to the line  
of lands of William Stewart, containing two acres & forty six hundredths  
(2 46/100) of an acre of land, more or less.

**With the Appurtenances**, and all the Estate, Title and Interest therein of the said party of the first part. **And** the said  
Hiram C. Tallmadge  
doth hereby covenant and agree in and with the said party of the second part their heirs and assigns

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part their heirs and assigns  
and assigns, she will forever **WARRANT AND DEFEND** against any person whomsoever lawfully claiming the  
same or any part thereof.

**In Witness Whereof**, The party of the first part hath hereunto set his hand and seal the day and year first above written.

**SIGNED AND DELIVERED IN PRESENCE OF**

**STATE OF NEW YORK**  
Hiram C. Tallmadge  
City of New York  
The undersigned, being the legal representative of the said party of the first part, do hereby certify that the foregoing is a true and correct copy of the original instrument, and that the same was duly recorded.

H. C. Tallmadge  
City of New York  
Notary Public for the State of New York  
I, Elizabeth C. Tallmadge Notary Public for the State of New York, do hereby certify that the foregoing is a true and correct copy of the original instrument, and that the same was duly recorded.

31

6 NOV 19 12

12

No. 4, Single Books.

Nicholas H. Stevenson of the first part, and  
to  
William H. Keenan of the first part, and

**This Indenture**, made this Eighteenth day of December in the year of our Lord one thousand eight hundred and seventy three BETWEEN Nicholas H. Stevenson Joseph H. Stevenson and William H. Keenan of the first part, and

The Union, Warren and Elmira Rail Road Company of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of One Hundred and Twenty Five Dollars to them duly paid, have sold, and **BY THESE PRESENTS** do grant and convey to the said party of the second part, its heirs and assigns, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Livingston being a part of the farm of William F. Stevenson deceased bounded & described as follows: beginning at a point of land four rods wide extending easterly from the south line of some land containing that with and the west line of such strip, thence the east line of the present front of said Company such strip being determined by the stakes now standing for the center line of said Company's road to the north; it being the intention to convey two rods on each side of said center line from the north north line to the intersection of said center line with the center line of said Company's present track as marked by stakes as far as such two rods of width takes any part of the land of the party of the first part, being nearly three one hundredths of an acre of land, then a strip of land two rods wide lying east of said last described piece of land and east of the line of said Rail Road and extending from the north line of some land to the point where the highway crosses said Rail Road, thence east of the residence of said Stevenson containing about  $\frac{1}{100}$  acre of land.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said Nicholas H. Stevenson Joseph H. Stevenson & William H. Keenan do hereby covenant and agree in and with the said party of the second part, its heirs and assigns, that the line of the existing and existing of this present they are the lawful owner and are well seized of the premises above conveyed, good and clear from all incumbrances.

That the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, they will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same or any part thereof.

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

SEAL AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK  
 County of Livingston  
 I, J. S. Stevenson, Justice of the Peace, do hereby certify that the within instrument was read and acknowledged by the parties thereto, and that the same is a true and correct copy of the original as the same was acknowledged by the parties thereto, and that the same is a true and correct copy of the original as the same was acknowledged by the parties thereto, and that the same is a true and correct copy of the original as the same was acknowledged by the parties thereto.

Nicholas H. Stevenson  
Joseph H. Stevenson  
William H. Keenan

L. H. Miller  
 Notary Public

A true copy of the original. Recorded Apr 1 1874 at 9 o'clock A. M.  
J. H. Gambell Clerk.

32

Book 5 Vendors pg 124

124

that a notice of such the assessed in a true copy was published in  
said paper once in each week for twenty four successive weeks and that the  
first publication of said notice was on the fourth day of January 1874.

Submitted and sworn before me this 9th day of April 1874. *Abiel Clapp*  
State of New York } *J. Turnbull Clerk*

Tompkins County } *Abiel Clapp* being duly sworn says that on the 9th  
day of January 1874 he affixed a true copy of the assessed printed  
notice in a conspicuous place & in a proper & convenient place  
on the outward door of the Building where the County Court are directed  
to be held in the County of Tompkins to wit at the Court House in the City  
of Ithaca in said County that being the Building where such Court are  
directed to be held pursuant to the provisions described in said notice  
Sworn & Subscribed etc. *Abiel Clapp*

9th day of April 1874. *J. Turnbull Clerk*  
State of New York }

Tompkins County } *Abiel Clapp* of Ithaca in said County being duly sworn  
says he is Printer & publisher of a Newspaper & that he has in his office  
the assessed printed notice affixed in the Book prepared & kept for that  
purpose by the Clerk of said County at his office. Ithaca in said County  
during the time required to set on the 9th day of January 1874  
Sworn & Subscribed etc. *Abiel Clapp*

9th day of April 1874. *J. Turnbull Clerk*  
State of New York }

Tompkins County } *George D. Breen* of Ithaca in said County being duly  
sworn says he officiated as Auctioneer at the sale of the premises described  
in the assessed printed notice here and at each sale with the proceeds  
directed in the assessed printed notice. Excepting and reserving there from  
three & a half acre sold by the above & this his wife. *H. S. Breen* the  
*deputy & Lyman* calls by deed recorded in Book No 3 of Cayuga Deeds page  
114) that the sale as made by deposition as mentioned was made at public  
auction at the time & place of said Auction in said printed notice & that  
on the fourth day of April 1874 at Ithaca aforesaid in the forenoon at the front  
door of the Clerk's Office of Tompkins County in the Village of Ithaca in said  
County that when *William S. Rhodes* of the Town of Cayuga did & then purchased  
the said premises & excepting the three & a half acres sold as aforesaid to  
*William S. Rhodes* for the sum of One hundred and twenty five dollars  
whereof being the highest sum *Breen* bid for said premises &  
the said *George D. Breen* being the highest bidder for the same that the  
said sale was in all respects lawful & fairly conducted as aforesaid  
before & that the said *William S. Rhodes* purchased the said premises as  
aforesaid fairly and in good faith in this deposition verily believes  
Sworn & Subscribed etc. *George D. Breen*

9th day of April 1874 before me. *J. Turnbull*  
Notary Public

Recorded April 9th 1874 at Ithaca N.Y. *Abiel Clapp*

*William S. Rhodes* } This I do hereby certify this twenty first day of April  
1874 in the year of our Lord one thousand eight hundred  
and seventy. Between *William S. Rhodes* and *Abiel Clapp*  
his wife of Cayuga Tompkins County and that of the

Under of the first part and the Illinois and Colliery Rail Road Company  
of the second part: Witnesseth that the said party of the first part in  
action of the sum of One hundred dollars per acre cannot the performance  
of the conditions hereinafter mentioned to be taken in full payment of the  
part of the second part the receipt whereof is hereby acknowledged  
have bargained sold remised and sold the said land and by their persons do  
buyers sell remise and quit claim unto the said party of the second  
part and to their successors and assigns forever to have and to enjoy  
for Rail Road purposes only all that tract or parcel of land situate in  
said town of Dryden and Hamilton and described as follows Beginning at  
a point on the division line of lands between said Rhode and one  
Kites Rhode and in the center line of said Company's Rail Road as  
surveyed and located commencing at a point on the line of said  
Rhodes between two lines which are parallel to said center line and  
each distant therefrom the one northerly two rods and the other  
southerly two rods including all the lands in between the two  
parallel lines as they extend from the said line of lands of the said  
Kites Rhode to the said line of the lands of the said Company's Rhode  
containing two acres and sixty two one hundredths of an acre of land  
provided always and this conveyance is made and accepted upon the  
conditions that the said party of the second part their successors and  
assigns shall be and be held to be and to be held to be and to be held to be  
on each side of said Rail Road and to a good and sufficient fence  
over and across said Rail Road one of them at a point eighteen rods east  
from the said Kites Rhode and line and the other at a point six rods  
east of the said Rhode and Rhode east line together with all and every  
the hereditaments and appurtenances thereto belonging or in anywise  
touching and the necessary and reasonable accommodations and  
repairs and profits thereof and all the other right title interest claim and  
demand whatsoever of the said party of the first part either in law or equity  
of in and to the above bargained premises with the said hereditaments  
appurtenances to have and to hold the said lands for the purposes aforesaid  
with the conditions aforesaid to the said party of the second part their  
successors and assigns forever in witness whereof the  
party of the first part have hereunto set their hands and seals this day and  
year first above written (S.S.P.S.)  
Sealed and delivered in presence of  
Wm. J. Rhodes & Co.  
Catharine Rhodes & Co.

Tompkins County I solemnly do swear on the year one thousand eight  
hundred and twenty before me appeared William J. Rhodes & Catharine his wife  
to me present of him to be the same persons who were and who executed the  
 foregoing instrument who solemnly acknowledged that they executed the same  
 and the said Catharine on a private examination by me apart from her said  
 husband acknowledged that she executed the same freely & with out any fear  
 or compulsion of her said husband

Witness my hand and seal of office at Dryden this 13th day of April 1874  
J. H. Baskett  
Recorded April 13 1874 at 9 o'clock A.M. J. H. Baskett Clerk



23

5 Dec 19 126

126

John Snyder & Co  
To  
The N.Y. R. R. Co

This Certificate made this twenty eighth day of April  
in the year of our Lord one thousand eight hundred &  
seventy one Between John Snyder of the Town of Dryden  
Tompkins County New York and James W. King of  
the first part. Witness that the said party of the first part in Comman-  
dation of the sum of Five Hundred and twenty three dollars and thirty  
three cents to them duly paid have sold and by these presents do grant &  
convey to the said party of the second part their numerous and various all  
that tract or parcel of land situated in the Town of Dryden Tompkins County  
New York bounded as follows: Beginning at a point on the division line of land  
between said Snyder & William Manning which point is also five (5) rods South-  
ly measured on radius of curve from said center line & running thence North  
westerly about two hundred and twenty three (223) feet parallel to said center  
line thence South westerly about one hundred and four (104) feet to a point four (4) rods  
Southly measured on radius of curve from said center line thence North westerly  
about ninety seven (97) feet parallel to said center line thence North easterly  
about two hundred and twenty three (223) feet to a point six (6) rods Southly  
measured on radius of curve from said center line thence North westerly  
about two hundred and twenty six (226) feet parallel to said center line thence  
North easterly about one hundred and four (104) feet to a point four (4) rods  
Southly measured on radius of curve from said center line thence North  
easterly about one hundred and twenty four (124) feet parallel to said center  
line thence North westerly about two hundred and two (202) feet to a point  
two (2) rods Southly at right angles from said center line thence North  
easterly about one hundred and one and a half (101 1/2) feet to a point three (3)  
rods Southly at right angles to said center line thence North easterly about one  
hundred and one and a half (101 1/2) feet to a point two (2) rods Southly at right  
angles from said center line thence North easterly about one hundred and twenty  
six (126) feet parallel to said center line to the division line of land between  
said Snyder & William Manning thence North westerly along said division  
line about seven hundred and seventy two (772) feet to the N. W. corner of  
said Manning's land thence North westerly along the division line between said  
Snyder & William Manning about three (3) rods and a half (3 1/2) feet to a point  
three (3) rods Northly at right angles from said center line thence South  
westerly about thirty (30) feet parallel to said center line thence South westerly about  
one hundred and one and a half (101 1/2) feet to a point two (2) rods Northly at right  
angles from said center line thence South westerly about two hundred and  
two (202) feet to a point four (4) rods Northly measured on radius of  
curve from said center line thence North westerly about two hundred and  
two (202) feet parallel to said center line thence South westerly about one hundred and  
four (104) feet to a point two (2) rods Northly measured on radius of curve from said  
center line thence South westerly about three hundred and four (304) feet parallel  
to said center line thence South easterly about three hundred and four (304) feet to  
a point four (4) rods Northly measured on radius of curve from said center  
line thence South westerly about one hundred and four (104) feet parallel to said  
center line thence North westerly about one hundred and four (104) feet to  
a point five (5) rods Northly measured on radius of curve from said center





34

5 2/10 for 19/37

whereof is hereby acknowledged with Benjamin and sold and by their joint  
 debt grant and convey unto the said party of the second part, all that tract  
 of land situate in the Town of ... County of Tompkins & State  
 of New York, being distinguished as part of lot Number thirty three (33) of said  
 town and bounded as follows, to-wit: Beginning at the center of the  
 highway at the North line of Benjamin Davenport's land, running  
 thence east to the North east corner of Benjamin Davenport's land, thence  
 North to a stake on Anthony Davenport's land, thence East to the  
 adjacent highway, thence South along the center of the highway to the  
 place of beginning, sufficient to contain about twenty acres of land be it  
 more or less, to have and to hold, all said, together the premises  
 above mentioned, unto and to the heirs forever, the said  
 party of the second part, his heirs and assigns forever, in witness  
 whereof, this party of the first part, Sheriff as aforesaid, hath hereunto set  
 his hand and seal this day and year first written.

Given at ... Sheriff of  
 State of New York  
 By ...  
 Tompkins County, I on this the 17th day of May in the year one  
 thousand eight hundred and twenty four before me the said  
 personally appeared ... to me known to be the same person  
 described in and to be executed the within instrument, and advised  
 he had signed the same.

Witness my hand and seal this 17th day of May 1874 at ...  
 J. P. ...  
 J. ...

Benjamin Davenport } This Indenture made the twenty third day of January in  
 the year of our Lord one thousand eight hundred and  
 twenty four between Benjamin Davenport of the Town of  
 ... Tompkins County, N.Y. of the first part and  
 the Union and Central Rail Road Company of the second part, witness  
 that the said party of the first part in consideration of the sum of One  
 Hundred and fifty Dollars to him duly paid both sold and by their parents  
 doth grant and convey to the said party of the second part, their successors and  
 assigns, all that tract or parcel of land situate in the Town of ... Tompkins  
 County, New York, and bounded and described as follows, to-wit: Beginning at a  
 point on the division line of lands between the said Benjamin and ...  
 S. ... which point is also the center of the Highway and two (2) rods North  
 at right angles to the center line of the Union and Central Rail Road, of  
 running thence South westerly about two hundred and eighty one (381) feet  
 parallel to said center line to the division line of lands between the said  
 Benjamin and ... thence South easterly along said division line  
 about twenty eight (28) feet to a point two (2) rods South at right angles  
 from said center line, thence North westerly and parallel to said center  
 line about two hundred and twenty three (223) feet to the division line of  
 lands between said Benjamin and said ... and thence North easterly  
 along said division line about one hundred and fifteen (115) feet to  
 the place of beginning containing thirty eight hundredths (38/100) of an acre  
 of land to the same ... together with all and singular the here  
 unto and appurtenances thereto in anywise by any and singular the here  
 unto and appurtenances thereto in anywise by any and singular the here  
 unto and appurtenances thereto in anywise by any and singular the here

right, they said all the estate right title interest claim and demand whatever of the said party of the first part within in law or equity of an estate to the above bargained premises with the said limitation and appurtenances to be conveyed to hold, that the said James Garrison for himself his heirs, executors and administrators doth covenant promise and agree to and with the said party of the second part their successors and assigns that he has not and does not intend to execute or suffer any act or thing or things that may whereby or by means whereof the above Bargained premises or any part or parcel thereof shall or at any time hereafter shall or may be or be changed or encumbered in any manner or way whatsoever whether being the party of the first part shall the same act be done and made, the day and year just above written.

In witness whereof in presence of James Garrison & Sons before

State of New York } On the 33rd day of January in the year one thousand eight hundred and seventy two before me the undersigned personally appeared James Garrison to me known to be the same person described in and to the contents of the within Bargained and acknowledged that he executed the same

Witness my hand and seal of office this 1st day of February 1872 at New York City

Joseph T. Work Vice } This Indenture made the twentieth day of August  
Robert H. Work } the year of our Lord one thousand eight hundred  
and seventy two between Joseph T. Work and  
Leticia his wife of Windsor, Orange County and State  
of New York of the first part and Robert H. Work of Dutchess County  
and State aforesaid of the second part Witnesseth that  
the said party of the first part in consideration of the sum of  
one thousand dollars to them in hand paid by the said party of  
the second part the receipt whereof is hereby confessed and acknowledged  
have bargained sold, remised and quit claimed and  
by the present do bargain, sell, remise and quit claim unto  
the said party of the second part and to his heirs and assigns  
forever all the right title and interest in the following described  
piece or parcel of land situate in the town of Dryden, Dutchess  
County and State of New York and being bounded to the east  
by the said party of the second part and to the south east corner  
of Lot No. 93 in the township of Dryden in the county of Dutchess  
and by the Dutchess Patent Grant said Lot hereinafter described and except  
ing from the said Lot as described twenty acres formerly sold and  
conveyed to Barnabas Young the balance of the said Lot hereby  
intended to be conveyed contains eighty acres of land in the  
same or more or less together with all and singular the servitudes  
rights and appurtenances thereto belonging in any way  
appertaining and the covenants and conditions contained in and  
referred to in the above Bargained premises with the said limitation and  
right title interest claim and demand that arise of the said  
party of the first part within in law or equity of an estate to the  
above bargained premises with the said limitation and

Witness my hand and seal of office this 1st day of February 1872 at New York City  
J. P. White Clerk

31

5 DAYDE 19127

line, thence south westerly and parallel to said center line until the division  
 line of lands between said buyers and the Kenney is intersected, thence  
 southerly along said division line about two lines about and thirty (30) feet to  
 the place of beginning, containing four (4) acres, more or less, and also of lands  
 the same more or less, said part of the second part are to be and shall forever  
 maintain a division fence between the lands herein conveyed & other  
 lands of said part of the first part, and to lay upon either side of said  
 Rail Road when described. With the appurtenances and all the rights, title  
 & interest therein of the said part of the first part, and the said John Day  
 do hereby covenant and agree to and with the said part of the second part  
 their assigns and assigns that the persons, their assigns and the grant &  
 present possession of the said part of the second part, their heirs or assigns  
 shall forever remain and defend against any person whatsoever lawfully  
 claiming the same or any part thereof, in witness whereof the part of the  
 first part have hereunto set their hands and seals the day & year first above  
 written

Witness my hand and seal this 27th day of October 1874  
 at New York

Tompkins County, on this 27th day of October in the year one thousand  
 eight hundred and seventy four before me the Subscribed personally  
 appeared John Day and Maria Boyden his wife, known to be the  
 same persons described in and who executed the within instrument  
 and directly acknowledged that they executed the same & that said  
 Maria Boyden on a private examination by me apart from her said  
 husband acknowledged that she executed the same freely & without any  
 force or compulsion of her said husband

Witness my hand and seal this 27th day of October 1874  
 at New York

Henry H. A. L. }  
 D. D. C. R. A. L. }  
 The condition made this 27th day of March in the year  
 of one thousand nine hundred and seventy four  
 between Henry Washington Rhoads and Maria his wife  
 of Cayuga County and State of New York of the  
 first part and the Illinois and Collateral Rail Road Company of the  
 second part: Witness that the said part of the first part in consideration  
 of the sum of One thousand and fifty (1,050) dollars in lawful money  
 of the said part of the second part, the receipt whereof is hereby confessed &  
 acknowledged to have been paid to said part of the second part by the  
 said part of the first part, and to their assigns forever all that parcel or parcel of land  
 situate in the said Town of Dryden, described and described as follows  
 all that tract or strip of land upon and across the lands of the said Rhoads  
 lying from south to north and lying upon and across the said Rhoads  
 certain line already surveyed and located by William L. Curtis, Chief Engineer  
 and presently described as crossing the Rhoads line by way at the place  
 where Rhoads' line runs thence north westerly in such direction as to  
 include with in such width of road way the most south quality of the  
 line in the orchard of Daniel Sherwood, the boundary in however made  
 upon the several conditions hereinafter mentioned and contained to be  
 and performed by the part of the second part and their assigns and in

Witness my hand and seal this 27th day of October 1874  
 at New York

so made expressly subject to the performance of the said conditions, and that the said party of the second part and their assigns shall construct & forever maintain across their Rail Road track on the level, across, through for the convenience and benefit of the party of the first part his heirs and assigns a suitable and proper fence, having at grade, that the water from a certain ditch and all other water accommodations, shall be carried off in ditches cut of suitable depth as a cut to discharge the water of the party of the first part; and to do and perform all things she required by law and this said party conveyed in it be read for Rail Road purposes only. Together with all and singular the lands tenements and appurtenances thereto belonging or any one appurtenance and the services and revenues, services and accommodations with income and profits thereof and all the estate right title interest therein and elsewhere whatsoever of the said party of the first part within in law or equity of in and to the above bargained premises with the said hereditaments and appurtenances to have and to hold the said premises with and under the conditions aforesaid to the said party of the second part their assigns & the sole and only proper benefit and behoof of the said party of the second part their assigns forever. In witness whereof the party of the first part have hereunto set their hands and seals the day and year first above written.

1874 A.D. George W. Rhodes, C. C. Seal and delivered in presence of  
 Clarence Rhodes, J. J.

State of New York ss  
 Tompkins County, on the 24th day of March in the year one thousand eight hundred and seventy four before me the undersigned, personally appeared George W. Rhodes & his wife to each known to be the same persons described in and who executed the within instrument & severally acknowledged that they executed the same and the said Clarence as a private stipulation by some apart from her said husband acknowledged that she executed the same freely and without any force or compulsion of her said husband.

Witness my hand and seal of office this 24th day of March 1874 at Otselic, N. Y.

*W. H. Wells* Justice of the Peace  
*J. S. Barbell* Clerk

Ransom Albright & Co. This Indenture made this 24th day of October 1872 between Ransom Albright and Partners the U. S. & R. Co. his wife of the Town of Davidson Tompkins County and State of New York the party of the first part and the Union Colon and Albany Rail Road Company the party of the second part witnesseth that the said party of the first part in consideration of the sum of Ten hundred and fifty dollars to them in hand paid have sold and by their present do grant and convey to the party of the second part and their assigns all that tract or parcel of land situate in the Town of Davidson of more or less bounded and described as follows: Beginning at a point on the division line of the lands of the said Albright and on the same side in the center of the Highway at a point two rods North West corner on a section of land from the center line of said Highway Rail Road and running thence North westerly about six hundred and twenty two feet parallel to said center line thence North westerly about one hundred feet to a point in and one half rods South West corner on a section of land from said center line thence North westerly about four hundred and thirty four and a quarter feet parallel to said center line thence

76

5 DAVID P 9 151

1874. This deed (No 38) to a state in the east line of said lot 4. Hence  
 North, along said lot line twenty five chains and seventy four links  
 (25.74) to the place of beginning containing twenty acres and seventy four  
 hundredths acres of land (25.74 acres) as surveyed by S. L. Howe Nov 14  
 1874. Allowance for variation 3.55. Together with all and singular  
 the hereditaments and appurtenances thereto belonging or in anywise  
 appertaining and the accession & accession revenues & revenues next  
 same and profits thereof and all the estate right title interest claim  
 demand & advantage of the said party of the first part within or in view of  
 equity of law to the above bargained premises with the hereditaments  
 and appurtenances to have & to hold the said premises to the use and  
 behoof of the said party of the second part his heirs and assigns forever  
 for and to the use and behoof of the said party of the first part his heirs and  
 assigns forever and that the day and year first above written  
 sealed & delivered in presence of  
 Thomas Spence S. L.  
 State of New York 33 Joseph J. Spence S. L.  
 Tompkins County 3. Dec. the 21. day of December in the year one  
 thousand eight hundred and seventy four before me the undersigned  
 personally appeared Thomas Spence and Joseph J. Spence together  
 one known to be the same persons described in & who executed  
 the within instrument and personally acknowledged that they  
 executed the same and the said Joseph J. Spence on a separate  
 & independent representation by one apart from her said husband acknowledged  
 that she executed the same freely and without any fear or compulsion  
 of her said husband.

Geo. C. Hochstetler, Justice of the Peace  
 Recorded December 14 1874 at 10 o'clock M. J. P. Mitchell Clerk

Edward S. Coody & Co. Their order and decree made this first day of  
 Feb. in the year of our Lord one thousand  
 eight hundred and seventy four between  
 Maria Maria Robinson & Co. Edward S. Coody and Company  
 of the first part and the Union Mutual & Colonias Railroad  
 Company of the second part: Witnesseth that the said party of  
 the first part in consideration of the sum of fifteen hundred  
 dollars to them in hand paid by the said party of the second  
 part the receipt whereof is hereby entered and acknowledged by the said  
 party of the first part and the said party of the second part by their several attorneys  
 all names and full names and the said party of the second  
 part and to its executors and assigns forever all that piece of land  
 of land situate in the town of Dryden bounded and described  
 as follows being the land extending two rods in width in each  
 direction from and parallel to the center line of the Union Mutual  
 and Colonias Railroad as now located and located being  
 at the east side line of Dryden Creek and extending  
 through said land from the the locality bounded there at the highway  
 near lands of Thomas Spence four rods in width containing  
 land situate in the town of Dryden bounded and described as  
 follows being the land extending two rods in width containing  
 land situate in the town of Dryden bounded and described as  
 follows being the land extending two rods in width containing



Contracted together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining and the revenues and necessary services & remunerations due same and profits thereof and all the other right title interest claims and demands what soever of the said party of the first part either in law or equity of in and to the above named premises with the said hereditaments and appurtenances to him and to hold the said premises to the said party of the second part at his own and assigns and assigns to the said party of the second part only proper benefit and behoof of the said party of the second part at his own and assigns forever

In witness whereof the party of the first part has hereunto set their hands and seal the day and year first above written  
Sexton & DeWitt in presence of  
State of New York }  
County of Hamilton }  
On the 14th day of October in the year one thousand eight hundred and twenty four before me the Notary Public for the State of New York & Province of New York the above named parties personally appeared and solemnly acknowledged that they executed the within instrument and solemnly acknowledged that they executed the same and that the said Sexton & DeWitt in a formal communication by one of them from his said husband acknowledged that she executed the same freely and without any fear or compulsion of her said husband  
Witness my hand and seal of the County of Hamilton this 14th day of October 1874  
J. P. DeWitt Clerk

William Horse } I have read and executed Return William Horse  
to } the College of William County of Tompkins and that  
John Parker } was last of the first part and John Parker of the  
County of Cayuga } County and State of New York of the  
first part the 11th day of December in the year of our Lord one thousand eight hundred and twenty four in consideration of the sum and covenant therein expressed the said party of the first part has granted sold and conveyed unto her and her heirs and assigns forever the said premises for her own and her heirs and assigns forever the following premises Viz All that certain Farm situate in the Town of Dryden containing about one hundred and two acres of land in which the said John Parker was seized during the same term of years in which he died and which conveyed to the said John Parker by Deed dated Dec 9th 1819 with the usual covenants and appurtenances for and during the term of her natural life from the date hereof which term shall cease at the death of the party of the second part And the said party of the second part covenants that she will pay to the party of the first part for the use of said premises all the taxes that may be assessed on said premises during the term of the said lease and the party of the second part agrees to pay all taxes to be assessed on said premises during said term The party of the second part covenants that at the expiration of said term she will surrender up said premises to the party of the first part in as good condition as now necessary wear and damage by the elements excepted  
Witness the hand and seal of the parties the day and year first above written

2 Groton Mortgages at Page 317

Utica, Ithaca and Elmira Railroad Company	:	Security Mortgage & Deed of Trust, dated May 11, 1872
	:	Ack. May 15, 1872
to	:	Rec. May 21, 1872 at 2:00 PM
Sidney T. Fairchild and William H. Osborn, as trustees	:	Cons. \$1.00 etc. (\$1,000.00 in bonds not to exceed 25,000.00 in bonds per mile of line.
-----	-X	

Now, Therefore ... the party of the first part aforesaid, has granted, bargained sold, assigned, transferred and conveyed, ... unto the said Sidney T. Fairchild and William H. Osborne, as trustees ... to their successors in trust ... all and singular the estates and property, real, personal and mixed, and all and singular the railroads or railways of said company, constructed, in process of construction, or hereafter to be constructed." ...

Resignation of Sidney T. Fairchild and William H. Osborne as Trustees on Sept. 26, 1874 and appointing Henry V. Poor and Thomas N. Rooker, Trustees to fill the vacancy created by instrument recorded Oct. 5, 1874 in Tompkins County Clerk's Office in 2 Groton Mtges. page 379.

Also Order Appointing New Trustees, recorded in Tompkins County Clerk's Office in 5 Court Min., page 323.

For Referees Sale of These premises see No. 11 of Ithaca Deeds, page 367.

50

38

mortgage is the first lien on the premises covered thereby & that said premises are ample security for the sum aforesaid & that there is no legal or equitable defence to the collection of said mortgage or any part thereof & that the whole thereof shall be paid when due.

In witness whereof the party of the first part has hereunto set his hand and seal the day and year first above written,  
{ O.S.O. 423 } Peter Van Houten L.S.

State of New York, }  
Tompkins County, } 38

On this 25<sup>th</sup> day of April 1869, before me personally appeared Peter Van Houten to me known to be the same person described in and who executed the above instrument, and acknowledged that he executed the same.  
J. G. Howard, Notary Public  
Recorded November 22<sup>nd</sup> 1875 at 5 o'clock P.M. P. Dabell Clerk

For D. Beers  
To  
Edwin Marian  
N. 2. Utica page 3324

For value received I hereby assign & transfer the within Mortgage from Royal Scott to Peter Van Houten, recorded in N. 2. Utica Mortgages page 332 + 333 to Edwin Marian at his own cost & issue without recourse to me but for his own use & benefit, Nov. 22, 1875.  
Geo. D. Beers.

Tompkins Co. N.Y.

On this 22<sup>nd</sup> day of Nov. 1875, before me came Geo. D. Beers, to me known to be the same person who executed the foregoing instrument and acknowledged the due execution thereof,  
J. G. Howard, Notary Public.

Recorded November 22<sup>nd</sup> 1875 at 5 o'clock P.M. P. Dabell Clerk

The U. S. & C. Railroad Co.  
To  
Henry V. Poor &  
Thomas H. Bosker.

This Indenture made and entered into this 10<sup>th</sup> day of December, one thousand eight hundred and seventy five, between the Utica, Utica and Clinton Rail-road Company, a Corporation duly created and organized under and according to the laws of the State of New York, pursuant to an act of the Legislature of said State, entitled an act authorizing the consolidation of certain Rail Road Companies, passed May 20, 1869, party of the first part, and Henry V. Poor of Brookline, in the State of Massachusetts, and Thomas H. Bosker, of the City, County, and State of New York, as Trustees as hereinafter stated, parties of the second part.

Whereas, heretofore and on or about the eleventh day of May, one thousand eight hundred and seventy two, to secure the payment of certain Bonds and Coupons therein mentioned, under and in accordance with the terms and provisions thereof, the said Utica, Utica and Clinton Rail-road Company, the party of the first part, by its certain Indenture of Mortgage or Deed of Trust, bearing date on such last mentioned day, granted bargained, sold, assigned, transferred and conveyed unto Sidney T. Fairchild, of Englewood and William H. Dehorn of the City of New York, and both of the



State of New York, as Trustees in said Indenture of Mortgage or deed of trust provided, and to the Survivor of them, and to their Successors and Successors in said trust, All and singular the estate and property, real, personal and mixed, and all and singular the railroads or rail ways of said Utica, Ithaca & Elmira Railroad Company, constructed, in process of construction, or hereafter to be constructed, in the State of New York, together with all and singular, the lands, tracks, lines, rails purchased or to be purchased, bridges, viaducts, culverts, ways, rights of way and materials, buildings, erections, fences, walls, fences, privileges, easements, rights, underleases, agreements, covenants, and contracts of all and every kind, franchises, rights and interests, real estate, personal property, choses in action, leasehold and other things of and belonging to said party of the first part, of every kind, nature and character, whatsoever, and divers other rights, interests, property, estates and things in action, in said indenture of Mortgage or deed of trust fully and at large set forth, which said Indenture of Mortgage or deed of trust, to which reference is hereby made with the like effect as if the same were here fully and at large set forth, was duly recorded in the Office of the Clerk of the County of Tompkins, at 2 o'clock, on the twenty first day of May 1872, in Liber 2 of Groton Mortgages, pages 317, 318, &c. also in the Office of the Clerk of the County of Schuyler, at 10 o'clock on the 30<sup>th</sup> day of May 1872, in Liber 15 of Mortgages, page 125, &c. also in the Office of the Clerk of the County of Chemung, at 7 o'clock P.M. on the twenty first day of May 1872, in Liber 39 of Mortgages, page 303, &c. also in the Office of the Clerk of the County of Steuben, at 2 o'clock P.M. on the twenty second day of May 1872, in Liber 59 of Mortgages, page 357, &c. also in the Office of the Clerk of Tioga County, at four o'clock P.M. on the twenty third day of May 1872, in Liber 37 of Mortgages, page —; also in the Office of the Clerk of the County of Cortland, at eleven o'clock A.M. on the twenty fourth day of May 1872, in Liber 12 of Mortgages, page —, and in the Office of the Clerk of the County of Seneca, at eight o'clock A.M. on the twenty fifth day of May, 1872, in Book — of Mortgages, page —.

And whereas, afterwards, and on or about the eighteenth day of September, 1874, the said Sidney T. Fairchild and William H. Osborne, respectively, resigned their offices as Trustees under said indenture of Mortgage or deed of trust, which said resignations were duly accepted by said Utica, Ithaca & Elmira Railroad Company, on or about the twenty sixth day of September 1874, and his vacancies having thereby occurred in the Office of Trustee under such indenture of Mortgage or deed of trust, the said Utica, Ithaca & Elmira Railroad Company afterwards, and on or about the twenty sixth day of September, 1874, and before any default in respect of such indenture of Mortgage or deed of trust, or in respect of such bonds or coupons and in accordance with the provisions of said indenture of Mortgage or deed of trust, with respect to filling any such vacancies, and with the assent and approval

of all the parties then holding the Bonds and Coupons issued under and secured by said indenture of Mortgage or deed of trust: selected the above named Henry V. Poor, of Brookline, in the State of Massachusetts, and Thomas Booker, of the City, County and State of New York, as new Trustees, to fill the two vacancies so created as aforesaid.

And whereas, afterwards and on or about the twelfth day of October, one thousand eight hundred and seventy four, the Supreme Court of the State of New York, at a Special Term thereof, held at Ithaca, in the County of Tompkins, upon reading and filing the petition of said Sidney J. Fairchild and William H. Osborn, and of Ezra Cornell and the said Utica, Ithaca & Elmira Railroad Company, setting forth the resignations of said Fairchild and said Osborn, as trustees under the said indenture of Mortgage or deed of trust as aforesaid, and that the resignations of said Trustees had been accepted by said Railroad Company, and that the said Henry V. Poor and Thomas N. Booker, had been selected by said Railroad Company, with the assent of the parties holding the Bonds issued under and secured by said indenture of Mortgage or deed of trust, to fill the vacancies occasioned by such resignations: and upon reading and filing the acceptance of said Henry V. Poor and Thomas N. Booker, respectively, of such office of trustee, to fill such vacancies, did by its order, bearing date at Ithaca aforesaid, on said twelfth day of October, one thousand eight hundred and seventy four, ratify and confirm the said resignations of said Sidney J. Fairchild and William H. Osborn as trustees as aforesaid, and the appointment of said Henry V. Poor and Thomas N. Booker as new trustees to fill such vacancies, and did appoint and confirm the said Henry V. Poor and Thomas N. Booker as such new trustees.

And whereas, by reason of the premises, and under and by virtue of the terms and provisions of said indenture of Mortgage or deed of trust, all the estate, right, interest, power, and control of said Fairchild and Osborn, under or by virtue of said indenture of Mortgage or deed of trust, or in respect of the matters therein mentioned or referred to was divested, ceased and determined, and the said Henry V. Poor and Thomas N. Booker, as such new trustees, became vested for the purposes of such trust, with all the estates, rights, interests, powers, property, and control by said indenture of Mortgage or deed of trust conveyed or granted to or vested in the said Sidney J. Fairchild and William H. Osborn, as fully and effectually as if such appointment of said Poor and Booker as trustees under such indenture of Mortgage or deed of trust, had been originally made therein.

And whereas, certain Bonds with the Coupons appertaining thereto have been already issued and negotiated under and by virtue of the provisions of said indenture of Mortgage or deed of trust, and are still outstanding and secured thereby, and certain other Bonds with the Coupons thereto appertaining are about to be issued under and by virtue of such indenture of Mortgage or deed of trust, and to be secured thereby, which said Bonds

so to be issued thereunder, together with the Bonds so already issued thereunder as aforesaid, will comprise the certain fifteen hundred Bonds of the party of the first part hereto, for one thousand dollars each, of the tenor and effect in said indenture of Mortgage, or deed of trust provided on that behalf, and numbered consecutively from 1 (one) to 1500 (fifteen hundred) both inclusive, and no other Bonds whatsoever.

And whereas in order to promote and secure the negotiation and sale of the said Bonds so to be issued as aforesaid, upon such terms as shall be advantageous to the interests of said party of the first part, and of the holders of the Bonds already issued under such indenture of Mortgage or deed of trust as aforesaid, it has been found to be, and is, necessary to limit and restrict the amount of Bonds and coupons issued and to be issued under such indenture of Mortgage, or deed of trust, to such fifteen hundred Bonds, for one thousand dollars each, and the coupons properly appertaining to such fifteen hundred Bonds in accordance with the terms and provisions of such indenture of Mortgage or deed of trust.

And whereas, the Board of Directors of said party of the first part, at a meeting of such Board, duly called and notified and held at said Ithaca, in the County of Tompkins and State of New York, on the twenty fourth day of July, one thousand eight hundred and seventy five, did unanimously resolve that the Bonds issued by the said party of the first part under the said indenture of Mortgage or deed of trust dated the 11th day of May, one thousand eight hundred and seventy two should not exceed in all one million five hundred thousand dollars, being fifteen hundred Bonds of one thousand dollars each, numbered from 1 (one) to 1500 (fifteen hundred) inclusive.

And whereas, afterwards and on the tenth day of December, one thousand eight hundred and seventy five, the said Board of Directors of the said party of the first part, at a meeting of said Board duly called and notified, and held at Ithaca aforesaid, on the day last above mentioned, did ratify and confirm the resolution passed on said twenty fourth day of July 1875, as above stated, and did unanimously ratify and approve this instrument, which was then and there laid before the said Board, and did order and direct that the same should be forthwith executed by the President and Secretary of the said party of the first part, on its behalf, and that the seal of the said party of the first part should be thereunto affixed, and that in order effectually to accomplish the purpose of limiting and restricting the amount of Bonds and coupons to be issued under such indenture of Mortgage or deed of trust, and to be secured thereby, as above stated, the parties of the second part hereto should be requested to unite with said party of the first part in the execution of this instrument.

And whereas the said parties of the second part, in order effectually to accomplish the purpose last above mentioned, and

thence to promote the interests of the holders of the bonds issued and to be issued under said indenture of mortgage or deed of trust, and in accordance with the terms and provisions of this instrument, have agreed with said party of the first part to join with it in the execution hereof.

Now, therefore, this indenture witnesseth that for and in consideration of the premises and of the sum of one dollar by each of the parties hereto, to the other duly paid, the receipt whereof by said respective parties is hereby acknowledged, the said parties have covenanted and agreed and do hereby covenant and agree with each other as follows, that is to say:

First: That the whole amount of Bonds and coupons issued and to be issued by the said party of the first part, its successors or assigns, under and by virtue of, or which shall be secured by, said indenture of mortgage or deed of trust, shall be fifteen hundred bonds of the said party of the first part, for one thousand dollars each, of the tenor and effect in said indenture of mortgage or deed of trust provided in that behalf, and numbered consecutively from 1 (one) to 1500 (fifteen hundred) both inclusive, and the interest coupons appertaining to such fifteen hundred bonds under and in accordance with the provisions of such indenture of mortgage or deed of trust, in that behalf, and that no other Bonds or Coupons whatsoever shall be issued thereunder, or be in any way entitled to the benefit of, or to share in, the security of said indenture of mortgage or deed of trust.

Second: The said party of the first part, for the considerations aforesaid, has covenanted and agreed, and does hereby covenant and agree to and with the said parties of the second part, and to and with each and every the persons and parties who now are or may at any time hereafter be the holders of any of such fifteen hundred bonds so issued or to be issued under said indenture of mortgage or deed of trust, or of the coupons thereunto appertaining, that it will not, nor shall its successors or assigns issue or negotiate any other bonds or coupons, under or by virtue of, or secured by, or which shall purport to be issued under or by virtue of or to be secured by such indenture of mortgage or deed of trust, than such as may now remain unissued of said fifteen hundred bonds of said party of the first part for one thousand dollars each, numbered consecutively from 1 (one) to 1500 (fifteen hundred), both inclusive, above referred to, and their interest coupons thereunto appertaining as aforesaid.

Third: The said parties of the second part, for the considerations aforesaid, have covenanted and agreed and do hereby covenant and agree to and with the said party of the first part and to and with each and every the persons and parties who now are or may at any time hereafter be the holders of any of such fifteen hundred bonds so issued or to be issued under such indenture of mortgage or deed of trust, or of the coupons thereunto appertaining that they will not, nor will either of them, nor shall their

successor or successors in said trust, certify as being issued under and by virtue of the provisions of said indenture of mortgage or deed of trust, or as secured thereby, any other bonds or coupons than such of said fifteen hundred bonds of said party of the first part for one thousand dollars each, numbered consecutively from 1 (one) to 1500 (fifteen hundred), both inclusive, above referred to, and the interest coupons thereunto appertaining as aforesaid, as may now remain uncertified by said trustees or their predecessors in said trust.

Provided, however, and these presents are upon the express condition that nothing herein contained shall be held or construed to release or discharge, in any way, from the lien or operation of the said indenture of mortgage or deed of trust, any of the property, estates, rights, interests, privileges or franchises in said indenture of mortgage or deed of trust mentioned or referred to, or to change or alter, in any way, the effect and operation of such indenture of mortgage or deed of trust, otherwise than by limiting and restricting as hereinbefore provided, the amount of bonds and coupons to be issued under and by virtue of the said indenture of mortgage or deed of trust, and to be secured thereby.

Provided further, and these presents are upon the further express condition that all the covenants, terms, provisions, conditions and obligations of said indenture of mortgage or deed of trust shall, notwithstanding the execution of these presents, be and remain in full force for all purposes whatsoever, but with the like effect as if instead, of the provisions in said indenture of mortgage or deed of trust contained with respect to the amount of bonds and coupons to be issued hereunder and secured thereby, the amount of such bonds and coupons had been by such indenture of mortgage or deed of trust originally limited and restricted to fifteen hundred bonds of said party of the first part for one thousand dollars each, of the tenor and effect in said indenture of mortgage or deed of trust provided in that behalf, and numbered consecutively from 1 (one) to 1500 (fifteen hundred), both inclusive, and the interest coupons properly appertaining to such fifteen hundred bonds, under and in accordance with the provisions of such indenture of mortgage or deed of trust in that behalf.

In Witness whereof, the party of the first part heretofore hath caused this indenture to be signed by William L. Bart, its President, and D. B. Curran, its Secretary and its corporate seal to be hereunto affixed, and the said parties of the second part have hereunto subscribed their names, and affixed their seals the day and year first above written.

William L. Bart L.S. President.

D. B. Curran L.S. Secretary and Treasurer

Henry W. Fox L.S. Trustee.

Thomas H. Booker L.S. Trustee.

Seal of the Utica Storage  
& Elevator R. R. Co.

Signed, sealed and delivered in the presence of - the following corrections, viz: on page two, "rights of way and materials, buildings"

"and clerk of" interlined, on page eight" and to be issued" interlined, and on page nine "Indenture of", interlined, all before execution.

A. W. Adams as to H. V. P.

William Wade Beale as to W. H. R.

State of Massachusetts } ss: I, Albert W. Adams, a Commissioner for the  
County of Suffolk, City of Boston } State of New York residing in the City of Boston, in the County of  
Suffolk and State of Massachusetts, do certify that on the 20th day of  
December in the year one thousand eight hundred and seventy five,  
personally appeared before me in the City of Boston aforesaid, Henry  
V. P., Trustee, who is personally known to me to be one of the indi-  
viduals described in and who have executed the foregoing instrument  
and he then and there acknowledged to me that he executed the  
said instrument as trustee as therein set forth.

In Witness whereof, I have hereunto set my hand and official seal, in  
the City of Boston, aforesaid this 20th day of December 1875

(Seal)

A. W. Adams, Commissioner for  
the State of New York.

State of New York } ss. I hereby certify that A. W. Adams, of Boston,  
County of Suffolk and State of Massachusetts, was, at the time of taking  
Office of the Secretary of State } the annexed acknowledgment, a Commissioner for the State of New  
York to take the proof and acknowledgment of Deeds and other in-  
struments to be used or recorded in this State, and to administer  
oaths and affirmations pursuant to Chapter 270 Laws of 1850, and  
the acts amendatory thereof; and that such Commissioner was,  
at the time aforesaid, duly authorized to take the same; and that  
I have compared the signature of the said Commissioner to the  
certificate subjoined to the annexed instrument, with the signa-  
ture of such Commissioner deposited in this Office, and have  
also compared the impression of the seal affixed to such cer-  
tificate with the impression of the seal of such Commissioner  
deposited in this Office and I verily believe the signature and  
impression of the seal to the said certificate to be genuine.

Witness my hand and the seal of Office of the Secretary of  
State at the City of Albany this 23rd day of December, one thousand  
and eight hundred and seventy five. Friedrich Waller Jr., S.S.

State of New York } ss. Secretary of State.

City and County of New York } I, Frederic B. Jennings, a Notary public in  
and for the City and County of New York, duly commissioned and  
sworn, and residing in the City of New York, do certify that on  
the twenty second day of December, in the year one thousand,  
eight hundred and seventy five, personally appeared before me,  
in said City, Thomas H. Hooker, who is personally known to me  
to be one of the individuals described in and who executed the  
foregoing instrument, and he then and there acknowledged to me  
that he executed the said instrument as Trustee, as is therein set  
forth.

In Witness whereof, I have hereunto set my hand and of-  
ficial seal, at the City of New York, aforesaid, this twenty  
second day of December, one thousand eight hundred and  
seventy five.

(Seal)

Fredrick B. Jennings, Notary Public (18)  
New York Co.

State of New York }  
 City and County of New York } I, William Walsh, 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 Frederick B. Jennings, whose name is subscribed to the  
 certificate of the proof or acknowledgment of the annexed instru-  
 ment and thereon written, was at the time of taking such proof or  
 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 hand writing 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 law of the State  
 of New York

In testimony whereof, I have herewith set my hand and affixed the  
 seal of the said Court and County the 22<sup>nd</sup> day of December 1875,  
 Wm Walsh, Clerk.

(New York Seal.)

State of New York }  
 County of Tompkins } On this 24<sup>th</sup> day of December, in the year 1875, before  
 me personally came O. B. Curran, Secretary of the Utica, Ithaca &  
 Chenoa Rail-road Company, with whom I am personally acquainted,  
 who being by me duly sworn, said that he resided in Village of  
 Ithaca N.Y. that he was the Secretary of the Utica, Ithaca & Chenoa  
 Rail-road Company; that he knew the Corporate Seal of the said  
 Company; that the seal affixed to the foregoing instrument was  
 such Corporate seal; that it was so affixed by the order and direc-  
 tion of the the Board of Directors of the said Company, and that  
 he signed his name thereto by the like order and direction as  
 Secretary of the said Company. And the said O. B. Curran further  
 said that he was acquainted with William S. Burt, and knew  
 him to be the President of said Company; that the signature  
 of the said William S. Burt, subscribed to the said instrument,  
 was in the genuine hand writing of the said William S. Burt,  
 and was thereto subscribed by the like order of the said Board  
 of Directors, and in the presence of him, the said O. B. Curran,  
 O. B. Curran, Notary Public.

Recorded December 25<sup>th</sup> 1875 at 10 o'clock A.M. J. A. Bell Clerk

Profus Bates }  
 To }  
 John Rumsey }  
 N. & Ithaca N.Y. p 77c }  
 Know all men by these presents, that I, Profus Bates  
 of Ithaca New York of the first part; in consideration  
 of the sum of Two hundred thirty nine & 2/100 dol-  
 lars, to him in hand paid by John Rumsey of the  
 same place of the second part, at or before the executing and delivery  
 of these presents; the receipt whereof is hereby acknowledged, have  
 granted, bargained, sold, assigned, transferred and set over, and  
 by these presents do grant, bargain, sell, assign, transfer and set  
 over unto the said party of the second part, a certain indenture  
 of Mortgage, bearing date the fourth day of May, in the year one







40

7 DECEMBER 19 206

206

Wm. T. Dryden Clerk  
Mott Robertson vs  
The Erie R.R. Co

This Indenture, Made this 1st day of September  
in the year of our Lord one thousand eight hundred and eighty one  
BETWEEN Mott Robertson and Martha Wheat  
now his wife of Cortland County of New York  
and State of New York

of the first part, and  
The Erie R.R. Co  
of the second part, WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Seven hundred Dollars

BY THESE PRESENTS do grant and convey to the said party of the second part, the same parcel of land here and there as  
All that Tract or Parcel of Land, situate in the County of Cortland, State of New York, described as follows, to wit: Beginning at a point  
where the center line of the Erie, Scheneca and Elmira Railway  
more or less the dividing line, between the lands of the parties of the first  
part, and the estate of Casper Miller deceased, and running thence  
North 49° east about 772 1/2 feet seventeen hundred twenty eight feet three  
four eighths to the right with radius of 2865 feet to a parallel distance  
of 172 one hundred twenty two feet to the dividing line between  
the lands of parties of the first part and Bradford Snyder et al. then  
two lines of which are parallel, toward center line and each distant  
therefrom the one northerly and the other southerly two rods including  
all the land and more within the said outer parallel lines of a  
strip of land six or six and six sixths feet wide across the premises of the parties  
of the first part.

In consideration of the foregoing the party of the second part covenants  
and agrees on behalf of itself, its assigns and assigns to furnish  
to provide the parties of the first part and each of them during each and  
every year of their natural lives or the survivor of them with a farm  
or farms north the said Erie, Scheneca or Elmira Railway

With the Appurtenances, and all the Rights, Title and Interest therein of the said parcels of the first part: And the said  
Mott Robertson for himself, his heirs and assigns  
do hereby covenant and agree and with the said party of the second part, its assigns and assigns

that the premises thus conveyed to the quiet and peaceable possession of the said party of the second part, its assigns and assigns  
will forever Warrant and Defend against any person whomsoever, lawfully claiming the  
same or any part thereof.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals the day and year first above written  
Mott Robertson  
Martha Wheat

STATE OF NEW YORK  
County of Cortland  
Mott Robertson  
Martha Wheat  
September 1st 1881  
Wm. T. Dryden  
Notary Public

A true copy of the original. Recorded, September 8th 1881 at 8 o'clock  
Wm. T. Dryden Clerk

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

41

3 Lis Pendens, page 336

Charles S. Fairchild, Trustee	:	Supreme Court, Chemung County
Plaintiff	:	Index No. _____
-vs-	:	Notice of Pendency of Action
The Utica Ithaca and Elmira	:	dated _____
Railroad Company	:	Recorded Nov. 30, 1877
Defendants	:	

-----X

Object: for the foreclosure of a mortgage recorded in Tompkins County in Liber 2 of Groton Mrtges., at page 317.

Premises: "All and singular the estate and property, real, personal and mixed and all and singular the railroads and railways of said company constructed or in the process of construction in the State of New York."

42

11 IRAMA DESS pg 367

367

is a stake once above in the south line of Henry G. Charles' land and distant forty-nine links on a bearing of 2° 30' East from an oak tree situated South eighty seven degrees and thirty minutes West thirty chains and eight three links to the place of beginning containing twenty four acres of land being in the town of Chama at present. Witness and to hold the said premises and every part and parcel thereof with the appurtenances to the said Henry G. Charles his heirs and assigns to him and their heirs forever and he his heirs 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.

sealed and delivered in presence of M. C. ...

Wm C. ...

State of New York } ss: On this 28th day of June 1878 before me  
 Tompkins County } the subscriber personally appeared  
 William C. Newman to me known to be the person who executed  
 the above instrument and he acknowledged that executed the same.  
 Bradford Albany Justice of the Peace  
 Recorded June 29th 1878 at 10 1/2 cents per line. O. C. ...

Charles Robbins Referee } This indenture made this twentieth  
 Edward W. Goodson & Co. } day of April in the year of our  
 Lord one thousand eight hundred  
 and seventy eight between Charles  
 Robbins Referee in the within bearing to mentioned of the first part  
 and Edward W. Goodson of Brooklyn New York and Daniel St. Louis  
 of Hobbs Ferry New York of the second part.

Whereas at a special term of the Supreme Court held at Elmira  
 in the County of Chemung on the twenty eighth of January one  
 thousand eight hundred and seventy eight it was among other things  
 ordered adjourned and cleared by the said Court in a certain mat-  
 ter then pending in the said Court between Charles S. Fairchild  
 Plaintiff and The Allen, Shuman and Elmira Real Estate  
 Company, defendant, that all real singular the premises property  
 and franchises described in said complaint and hereinafter  
 set forth and described be sold at public auction in the City  
 of New York by or under the direction of the said party of the first  
 part who was appointed a referee to make such sale by said Court  
 must that all of said premises property and franchises be sold  
 together; that said referee give notice of the time and  
 place and terms of said sale and of the special provisions  
 to be sold by publishing the same as once in each week in  
 at least two newspapers of good general circulation in said City  
 of New York and elsewhere according to law and the practice  
 of said Court five or six days previous to  
 such sale; that said referee receive for and on account of the  
 purchase price of the premises property and franchises sold his  
 name at such sale good coin of the United States of America  
 of the present standard value thereof at par; that the said Ref-  
 erree execute to the purchaser or purchasers at said sale a bill

368

of the premises, property and franchises sold; And whereas, the said decree in pursuance of the order and judgment of the said Court had on the thirtieth day of March one thousand eight hundred and seventy eight set aside public auction, at the West Point Exchange Hotel, in the City of New York, at 17. 1/2 Broadway, in the City of New York, the premises, property and franchises in the said order and judgment mentioned, in virtue of the time and place and time of said sale and of the specific property to be sold being first given expressly to the said order and judgment; at which sale the premises, property and franchises hereinbefore described were sold to the said party of the second part for the sum of fifty thousand dollars, that being the highest sum bid for the same.

And this Indenture is made, that the said party of the first part to these presents, in order to carry into effect the sale so made by him as aforesaid, in pursuance of the order and judgment of the said Court and in conformity to the terms and conditions made and provided and also in compliance of the premises and of the said sum of money so received as aforesaid, having been first duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, both bargained and sold, and by these presents doth grant and convey unto the said party of the second part.

All the premises property and franchises described in a certain Indenture of Mortgage bearing date the eleventh day of May one thousand eight hundred and seventy two between the Western Utica and Elmira Railroad Company of the first part and Liberty J. Fairchild and William H. C. Brown as trustees of the second part as follows:

All and singular the estate and property, real personal and mixed and all and singular the rights and liberties of said company, constituted in pursuance of Constitution or Charter to be constituted in the State of New York together with all and singular the tracks, rights, franchises, purchased or to be purchased, rights, franchises, easements, ways, rights of way and materials, tools, implements, fixtures, wells, fixtures, privileges, easements, rights, franchises, agreements, contracts, and contracts of all and every kind, franchises, rights and interests, real estate, personal property, choses in action, tenements and other things of any and every nature and character whatsoever; and all railroad stations and depots, engine houses and machine shops, with all the apparatus and necessary or convenient for the safe, complete and uninterrupted operation as well as maintenance of the said railroad, owned by the said party of the first part; and also all the locomotives, engines, tenders, cars of every kind, carriages, rolling stock, material and machinery now owned or hereafter to be acquired by or belonging or appertaining to said railroad and connected with the proper equipment, operation and conduct of the same;

all of which personal chattels in writing, in land, and used in the  
 repairs and appurtenances of the said railroad and are to be  
 used and sold therewith, and not separate therefrom and are to  
 be taken as a part thereof, and all tolls, incomes, issues and profits to  
 be had or derived from the same, or any part or portion thereof, and  
 all right to receive or recover the same, and together with all im-  
 provements or additions made or to be made, to any or all of said  
 properties, related, railroad and its appurtenances by said party  
 of the first part or others. And also all and every other estate,  
 interest, property or thing which the said party of the first part  
 owns and holds, or may or shall hereafter acquire and hold,  
 necessary or convenient for the use, occupation, operation  
 and enjoyment of its said railroad, lines and property, rights,  
 privileges and franchises, or any part or portion thereof; and also  
 in all rights and privileges to use the said roadbed, tracks, si-  
 gnals, turnouts and switches, constructed at the execution of  
 these presents, or which may and shall be hereafter constructed  
 for the convenient use of said railroad, now or hereafter by  
 the said party of the first part, as fully and as effectually as  
 the said party of the first part heretofore of the first part is or may  
 be by law entitled to have or acquire. To Have and to hold  
 all and singular the premises, property and franchises above  
 mentioned and described and hereby conveyed unto the said  
 party of the second part as joint tenants and not tenants in  
 common their heirs and assigns forever.

In Witness Whereof the said party of the first part Robert A.  
 Johnson, hath hereunto set his hand and seal, this day  
 and year first above written. Robert A. Johnson, J.C.

Sealed and Delivered in presence of J.H. S.P. }  
 State of New York } ss: On this first day of May 1878, before  
 City & County of New York } me the undersigned personally ap-  
 peared Charles H. Johnson to me well known to be the same person  
 mentioned in said instrument and the within instrument and was  
 acknowledged that he executed the same. John Howard Lathrop  
 J.C. Notary Public in & for  
 State of New York }

City and County of New York } ss: I, Henry A. Conditon, 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 John H. Lathrop whose name  
 is subscribed to the verification of the proof or acknowle-  
 dgment 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 hand  
 writing of said John H. Lathrop and verily believe the signature  
 to the said Certificate of proof or acknowledgment is genuine.  
 I further certify that said instrument is executed and

was duly read and recorded in the name of the State of New York  
at the Court House of the said County of Tompkins on the 24th day of  
November 1878 at 11 o'clock A.M.

Edmund Simpson & c. h.  
Elizabeth Simpson

This Indenture, made this Thirtieth day of July, in the year of our Lord one thousand eight hundred and seventy, between Edward Simpson & c. h. and Elizabeth Simpson his wife, Matthew Simpson & c. h. and Elizabeth Simpson his wife, all of the County of Tompkins, State of New York, of the first part, and Charles S. Woodruff & wife, of the second part.

Witness the names of Edward Simpson & c. h. Elizabeth Simpson his wife, Matthew Simpson & c. h. and Elizabeth Simpson his wife, all of the County of Tompkins, State of New York, of the first part, and Charles S. Woodruff & wife, of the second part, that the said party of the first part, in consideration of the sum of Three Hundred and fifty six Dollars and thirty one cents to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have bargained, sold, conveyed and quit-claimed and do hereby promise, covenants, sell, assign and assign forever, All that tract or parcel of Land situate in the Village of Ithaca being part of Lot Number Two of the subdivision of a tract of land bought by David Ayres of Robert M. Patton, bounded north by Prospect Street, East by Lot Number Eleven of said subdivision south by Lot Number fourteen and West by the remainder of Lot Number seven, and being thirty six feet and ten inches wide from East to West, and one hundred and thirty four and six tenths feet long from North to South, together with the right of way on the west side of said Lot above conveyed over a Lane. The use of the well on said premises herein conveyed is reserved to the use and for the benefit of the party owning the Lot adjoining on the West and also the privilege to said party of installing a lead water pipe for the purpose of drawing water from the said well, and also the privilege of going to said well for the purpose of obtaining the same. The Lane above mentioned over which the right of way is hereby given is supposed to be some feet wide and intended for the use of both Lots. And if at any subsequent period the owner of the Lot hereby conveyed and the Lot adjoining on the West should by mutual agreement conclude to give up the Lane and discontinue it, then one half of said Lane shall belong to and be a part of the premises herein conveyed according to the terms and conditions of a deed given by Charles S. Woodruff & wife to Thomas H. Thomas dated March 20th 1874 and recorded in Tompkins County Clerk's Office in Book 22, of such page 373.

Together with all and singular the servitudes and appurtenances thereto in anywise obtaining and the recesses and recesses to remainders and remainders, rents, issues and profits thereof, and all the other right, title, interest, claim and demand whatsoever of the said party of the

me as owner of said property, together with all and singular, the premises above mentioned and described, and hereby conveyed unto the said party of the second part his heirs and assigns forever. In Witness Whereof, the said party of the first part, Referee as aforesaid, hath hereunto set his hand and seal the day and year first above written.

State of New York  
County of Tompkins

Frank M. Torrey, Referee. L.S.

City of Ithaca - ) On this fifth day of March, in the year one thousand eight hundred and eighty nine, before me, the subscriber, personally appeared Frank M. Torrey, Referee, etc., of the City of Ithaca, New York, to me known to be the same person described in and who executed the within instrument, and acknowledged that he executed the same as such referee.

43

Recorded March 5th, 1889 at 11, A.M.

BOOK 133 P 281

BOOK 133 P 281

S. H. New York State

Edward H. Goodnow and  
Daniel A. Lindley wife  
Et c =

The Utica, Ithaca & Elmira  
Railway Co of the State of N.Y.

X

This indenture, made the eleventh day of May in the year 1878 between Edward H. Goodnow and Hattie M. Goodnow his wife of the City of Brooklyn and Daniel A. Lindley and Grace F. of the City of New York as parties of the first part and the Utica, Ithaca and Elmira Railway Company of the State of New York as party of the second part. Witnesseth: That the said parties of the first part in consideration of the capital stock of the said party of the second part and one dollar to them delivered and paid do hereby grant and convey unto the said party of the second part its successors and assigns forever all the premises, property and franchises conveyed to the said Edward H. Goodnow and Daniel A. Lindley by deed dated April 30, 1878 and executed by Charles Stebbins as referee and party of the first part therein to the said Edward H. Goodnow and Daniel A. Lindley as parties of the second part therein. which premises, property, &c, franchises are described in said deed as follows, to wit: All and singular the estate and property, real, personal and mixed, and all and singular the railroads and railways of said Company, constructed, in process of construction or hereafter to be constructed in the State of New York, together with all and singular the lands, tracks, lines, rails, purchased or to be purchased, bridges, viaducts, culverts, ways, rights of way and materials, buildings, erections, fences, walls, fixtures, privileges, easements, rights under leases, agreements, covenants and contracts of all and every kind, franchises, rights and interests, real estate, personal property, choses in action, leasehold and other things of and belonging to the said party of the first part of every kind nature and character whatsoever, and all railroad stations and depots, engine houses and machine shops, with all the appurtenances necessary or convenient for the sole, complete and entire use and operation as well as maintenance of the said railroad owned by the said party of the first part; and also all the locomotive engines, tenders, cars of every kind, carriages, rolling stock, material, tools and machinery now owned or hereafter to be acquired by or belonging or appertaining to said railroad and connected with the first or equipment, operation and conduct of



The same; all of which personal chattles are hereby declared and agreed to be fixtures and appurtenances of the said railroad and are to be sold and sold therewith and not separate therefrom, and are to be taken as a part thereof; and all tolls, incomes, issues and profits to be had or derived from the same, or any part or portion thereof, and all right to receive or recover the same; and together with all the improvements or additions made or to be made to any or all of said properties, estates, railroads and its appurtenances by said party of the first part or others; and also all and every other estate, interest, property or thing which the said party of the first part owns and holds, or may or shall hereafter acquire and hold, necessary or convenient for the use, occupation, operation and enjoyment of its said railroad, lease and property, rights, privilege and franchises, or any part or portion thereof; and also all rights and privileges to use the said roadbed, tracks, sidings, turnouts and switches, constructed at the execution of these presents, or which may and shall be hereafter constructed for the convenient use of said railroad owned or operated by the said party of the first part as fully and effectually as the said company. The party hereto of the first part, is or may be by law entitled to have or acquire - "as said property premises and franchises are described in a mortgage thereof dated May 11, 1872 executed by The Utica, Ithaca and Chemung Rail Road Company as party of the first part therein to witness J. Fairchild and William H. Osborn as trustee and parties of the second part therein." And the said parties of the first part hereby covenant and agree to and with the said party of the second part that they have not done or suffered any act by which said premises property and franchises or any part thereof are in any way encumbered.

Witness our hands and seals the day and year first above written.

State of New York } On this twenty eighth  
 County of Kings } day of May 1878, before me  
 personally came E. H. Goddard, H. M. Goddard  
 his wife, to me known to be the individuals described in and who executed the  
 above instrument and severally acknowledged that they executed the same,  
 for the purpose therein mentioned, and the said H. M. Goddard on a private  
 examination by me made, apart from her husband, acknowledged that she  
 executed the same freely, and without any fear or compulsion of her said hus-  
 band.

E. H. Goddard L.S.  
 H. M. Goddard L.S.  
 D. A. Lindley L.S.  
 Grace F. Lindley L.S.

(L.S.) Alfred Hodges, Notary Public.  
 Kings County.

State of New York }  
 County of Kings } I, John Dilmar, Clerk of the County of Kings and Clerk of  
 the Supreme Court of the State of New York, in and for said county (said  
 Court being a Court of Record, Duly by Certify that Alfred Hodges whose name  
 is subscribed to the Certificate of Proof, or acknowledgment of the annexed  
 instrument, and thereon written, was, at the time of taking such proof or  
 acknowledgment, a Notary Public, of the State of New York, in and for the said  
 County of Kings, dwelling in said County, 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 the signature to the  
 said Certificate is genuine. In Testimony Whereof, I have hereunto set my  
 hand and affixed the seal of said county and Court this 28<sup>th</sup> day of  
 May 1878.

John Dilmar, Clerk. (L.S.)



State of New York }  
County of Westchester }  
On this 6<sup>th</sup> day of July A.D. 1878 before me personally came  
D. A. Lindley & Grace F. his wife, to me known to be two of the  
individuals described in and who executed the foregoing instrument and  
generally acknowledged that they executed the same. And the said Grace F.  
Lindley on a private examination by me made separate and apart from her  
said husband acknowledged to me that she executed the same freely and  
without any fear of or compulsion from her said husband.

State of New York }  
Westchester County }  
ss

Charles G. Storms Notary Public,  
in & for Westchester Co. -

I, John M. Powell, Clerk of the County aforesaid, and also Clerk of  
the County and Supreme Courts, in and for said County, the same being  
County of Record. Do hereby certify that Charles G. Storms Esquire, whose name  
is subscribed to the Certificate of acknowledgment of the annexed Instru-  
ment, was, at the date of said Certificate, a Notary Public in and for said  
County, residing in said County, appointed and sworn, and duly au-  
thorized to take the same; and I am well acquainted with the hand-  
writing of said Notary Public, and verily believe that the signature to  
said Certificate 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 hereunto set my hand and affixed the Seal of the  
said County and County the 9 day of July 1878.

John M. Powell, Clerk.

Recorded March 6, 1889 at 11<sup>30</sup> A.M.

*S. H. Tomlinson*

John Hetherington }  
Do. }  
Darwin Rumsay }  
The Indenture Made this Fourth day of March in the  
year of our Lord one thousand eight hundred and  
eighty-nine, Between John Hetherington & Catherine  
A. Hetherington his wife of the town of Enfield in the County of Tompkins and  
State of New York of the first part, and Darwin Rumsay of the town, county and  
State aforesaid. Witnesseth, That the said parties of the first part, in consid-  
eration of the sum of twenty three hundred Dollars to them in hand paid by the  
said party of the second part, the receipt whereof is hereby confessed and acknowl-  
edged, hath bargained, sold, assigned and laid claim, and by these presents  
doth bargain, sell, remise and quit-claim unto the said party of the second  
part, and to his heirs and assigns forever, All that Tract or piece or Parcel  
of Land, situate in the Town of Enfield, County of Tompkins and State of New York  
is known and distinguished by being forty seven acres of land on Lot number  
seventy-five (75) in said town of Enfield and is bounded as follows: Begin-  
ning at the north west corner of said lot number seventy-five and runs  
from thence east along the center of the highway to land owned by Silas  
Harvey. Thence south along the line of said Harvey's land to an angle in  
said Harvey's land. Thence west on the line of said Harvey's land and  
by land formerly owned by B. H. Hines to land formerly owned by Timothy  
J. Porter's land. Thence north along said Porter's land to the center of the  
highway; Thence north to the place of beginning, containing forty seven  
acres of land. Also all that other piece or parcel of land situate in the  
town of Enfield aforesaid and is a part of lot number seventy-five (75)  
and is bounded as follows: Beginning at the north west corner of lands  
formerly belonging to Bely A. Hines in the center of highway on said lot

44

131 Deeds p 444

444

No. 131 Deeds.

Witnessed by  
 The Eastern Vestiment  
 Business Int. Prod. Co.

This Indenture, made this 31<sup>st</sup> day of December

In the year of our Lord one thousand eight hundred and eighty seven  
 BETWEEN Samuel G. East of the County of Allegany  
Some Justices of the Peace

of the first part, and  
The Western Coal and Iron Co. of the County of Allegany  
 of the second part, WITNESSETH, That the said party of the first part, in consideration of the sum of  
One hundred and fifty Dollars (\$150) to be duly paid, had, sold and  
 BY THESE PRESENTS do grant and convey to the said party of the second part, its successors, heirs and assigns, forever

ALL THAT TRACT: OR PARCEL OF LAND, situate in the County of Allegany, State of West Virginia

and State of West Virginia bounded, more or less, as follows to-wit:  
 Beginning at the point where the center line of the Eastern, Coalfield, and  
 Western Pitt Road, intersects the division line between lands of Wiley Shuler  
 and the said Samuel G. East; thence northerly along said di-  
 vision line about thirty feet to a point distant thirty three feet at right angles  
 from said center line thence east by a line parallel to and thirty  
 three feet from said center line about two hundred and forty feet, to  
 a point in the division line between lands of Samuel G. East and  
W. H. Shuler, which point is also on the center of the highway thence southerly  
 along the center of the highway about one hundred feet to a point thirty  
 three feet distant at right angles from the center line aforesaid; thence  
 westerly parallel to and thirty three feet from said center line, about one  
 hundred and thirty five feet to a point in the dividing line between  
Samuel G. East and Wiley Shuler, aforesaid; thence westerly along said division line to the  
 place of beginning, containing thirty two acres and the of an acre of land to the same more

WITH THE APPURTENANCES, and all the Estate, Title and Interest therein of the said party of the first part. And the said  
Samuel G. East of the first part

do hereby covenant and agree to and with the said party of the second part, its successors, heirs and assigns

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, its successors, heirs and assigns,  
 will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same or any part thereof.

In Witness Whereof, The party of the first part has hereunto set his hand and seal the day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK,  
 County of Allegany  
Wiley Shuler  
 On this 31<sup>st</sup> day of December in the  
 year one thousand eight hundred and eighty seven before me the subscriber, personally appeared  
Samuel G. East

to me personally known to be the same person described in and who executed the within instrument and  
 acknowledged that he executed the same.

W. Van C. Coffey  
 Notary Public

A true copy of the original. Recorded January 22<sup>nd</sup> 1887 at Allegany, N. Y.  
W. Van C. Coffey Clerk

45

of the first part is the assignee of the lease of the above described premises for the term above mentioned and has the right to assign the said lease to the party of the second part. Second: That the party of the first part is the owner of the said building situated upon the said demised premises, and has the right to sell and convey the same. Third: That the said leasehold and the said building are and each of them is free from incumbrances, except the mortgages above mentioned. In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of Marshall B. Clarke

Charles Evans Hughes Esq.

State of New York, }  
City and County of New York, }  
On this eighth day of June, in the year one thousand eight hundred and ninety seven, before me personally appeared Charles Evans Hughes, to me known and known to me to be the individual described in and who executed the foregoing instrument and thereupon acknowledged to me that he executed the same for the purposes therein mentioned.

Marshall B. Clarke, Notary Public, New York Co.

State of New York, }  
City and County of New York, }  
I, Henry D. Barry, 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 on board of Record, do hereby testify, that Marshall B. Clarke whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or 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 truly believe that the signature to the said certificate of proof or acknowledgment is genuine. In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, this 9<sup>th</sup> day of June, 1897.

Henry D. Barry, Clerk

Recorded June 11<sup>th</sup> 1897 at 3 1/2 P.M.

148 Deas 19 268

The Lehigh Valley Rail Way Co.

Lehigh Valley Railroad Co. 14 April, 1891.

This Indenture, made the 14<sup>th</sup> day of April A.D. One thousand eight hundred and ninety one (1891) between The Lehigh Valley Rail Way Company, a corporation of the State of New York, of the first part, (hereinafter called the Lessor) and the Lehigh Valley Railroad Company, a corporation of the State of Pennsylvania, of the second part, (hereinafter called the Lessee): Witnesseth, That the

Lessor in consideration of the rents reserved and of the covenants of the Lessee to be by it kept and performed as hereinafter contained, doth hereby let and demise to the Lessee, its successors and assigns, the entire railroads of the Lessor extending from Buffalo, in the State of New York, to a point on the line between the States of New York and Pennsylvania, near Lyons in the State of Pennsylvania, as the same are now or may hereafter be located, and contain and also all railroads, branch lines, laterals, extensions, sidings, bridges, telegraph poles or wires, rights of way, equipment, machinery, buildings, lands, tenements and hereditaments, improvements and appurtenances, and property real and personal, of whatever kind or description and wherever situate, now held, owned, leased or controlled or hereafter acquired or controlled by consolidation, purchase, lease or in any other manner by the Lessor. Also all the rights, powers, franchises, (other than the franchise of being a corporation), and the privileges of the Lessor thereto belonging or in any way appertaining, which may now or hereafter during the term hereby created be lawfully exercised or enjoyed in or about the premises. To have and to hold the premises above mentioned and described, with the appurtenances wh

of New York, in Liber 10 of Saratoga Mortgages, at page 155 on the 21<sup>st</sup> day of June, 1883, and which said sum is deducted from the consideration hereinbefore mentioned. And the said party of the first part covenants with the said party of the second part as follows. - First. That the party of the first part is the lessee of the above described premises for the term above mentioned, and has the right to assign the said lease to the party of the second part. Second. That the party of the first part is the owner of the said building situated upon the said demised premises, and has the right to sell and convey the same. Third. That the said leasehold and the said building are and each of them is free from incumbrance, except the mortgage above mentioned. In witness whereof, the said party of the first part has hereunto set his hand and seal, this day and year first above written.

W. H. Hale Notary Public.

State of New York, }  
 County of Tompkins, }  
 On this eighth day of July in the year one thousand eight hundred and ninety-two before me, the undersigned, personally came William Gardner Hale to me known to be the person described in and who executed the within instrument, and acknowledged that he executed the same.

Wm. Hoaglet Smith, Notary Public.

Recorded June 11<sup>th</sup>, 1897 at 3 1/2 P.M.

*L. A. Wasson Clerk*

Charles Evans Hughes  
 to  
 Wilder D. Bancroft.

This indenture made the eighth day of June, in the year one thousand eight hundred and ninety-two, between Charles Evans Hughes, of the City, County and State of New York, party of the first part, and Wilder D. Bancroft, of the County of Saratoga, State of New York, party of the second part, Witnesseth:

That the said party of the first part, in consideration of the sum of seven thousand five hundred dollars, lawful money of the United States, paid by the said party of the second part, does hereby sell, assign and transfer unto the said party of the second part, his executors, administrators and assigns, a certain lease, bearing date the 8<sup>th</sup> day of June, 1883, and made by the Cornell University, a corporation organized under the laws of the State of New York, to William Gardner Hale, pursuant to a resolution duly passed by the Executive Committee of the Board of Trustees of said Cornell University, on the 24<sup>th</sup> day of June, 1881, whereby the said Cornell University leased to William Gardner Hale, for the term of thirty years from the 24<sup>th</sup> day of June, 1881, all that lot or parcel of land situate in the City of Saratoga, County of Tompkins and State of New York, and bounded and described as follows, commencing at the Northwest corner of East Avenue and the road running through the University, thence to the South University Barn, running North one hundred and ten (110) feet, thence East one hundred and fifty (150) feet, thence South one hundred and ten (110) feet, thence West one hundred and fifty (150) feet to the place of beginning. Also forty feet east and west by 110 feet north and south, adjoining said parcel on the east, added by resolution of said committee on or about January 6, 1886. Together with all the rights, titles and interests of the said party of the first part in and to the said premises. And the party of the first part, for the consideration above mentioned, does hereby grant and convey to the party of the second part, his executors, administrators and assigns, the certain building (erected by the said William Gardner Hale) situated upon the said demised premises and now used as a dwelling with all the appurtenances thereto belonging, to have and to hold unto the said party of the second part, his executors, administrators and assigns forever. Subject however, to a certain mortgage upon said premises, made by William Gardner Hale to the said Cornell University to secure the payment of the sum of forty-five hundred dollars, which said mortgage bears date the 8<sup>th</sup> day of June, 1883, and is recorded in the office of the clerk of the County of Tompkins, State of New York, in Liber 10 of Saratoga Mortgages, at page 155, on the 21<sup>st</sup> day of June, 1883, and which said sum is deducted from the consideration hereinbefore mentioned.

46

Book 157 p 42

The Chemung, Cortland & Northern R.R. Co.  
with  
J. E. Wait & Simon P. Lusk & others  
and  
Bertrand Rhodes & Rosa A. Rhodes

This Agreement, made this 20<sup>th</sup> day of September  
A. D. Nineteen Hundred and Two (1902), Between The  
Chemung, Cortland and Northern Railroad Company,  
a corporation of the State of New York (hereinafter  
called the Railroad Company) of the first part, and  
James E. Wait, Simon P. Lusk, and A. Robertson and

others, standing as J. E. Wait Special Comptroller (hereinafter called the Shipper) of the  
second part; and Bertrand Rhodes and Rosa A. Rhodes, (hereinafter called the Owners)  
of the third part. Whereas, the Shipper has requested the Railroad Company to  
lay down and maintain a siding from its railroad into the premises of the parties  
of the third part, now under lease to said Shipper, situate in the Town of Dryden,  
Tompkins County, New York, as shown on the plan hereto attached and made a part  
hereof. Now this Agreement Witnesseth, That the said parties hereto, each in con-  
sideration of the covenants and agreements hereinafter contained to be kept and  
performed by the other, hereby covenant and agree with the other as follows:-  
First: The said Shipper and the parties of the third part hereby grant, bargain  
and sell unto the Railroad Company the full right, liberty and privilege of laying  
down, constructing, establishing, operating, maintaining and serving a railroad  
siding with one or more tracks as the Railroad Company may deem necessary  
or advantageous upon, through and over the following described lands of the  
said Shipper, here, situate in the Town of Dryden, Tompkins County, New York,  
to-wit: Beginning at a point in the Chemung, Cortland and Northern Railroad Company's  
North right of way line, said point being opposite track station 2936 + 89.76 and distant  
thirty three (33) feet at right angles from the center line of main track and seven (7)  
feet at right angles to center line of proposed side track, thence South 74° 34' West  
parallel to and distant thirty three (33) feet from center line of main track a distance  
of forty three and forty four hundredths (43.44) feet to a point distant seven (7) feet  
southerly and at right angles from center line of proposed siding; thence on a  
curve bearing to the right having a radius of 610.8 feet and parallel to and distant  
seven (7) feet southerly from the center line of proposed siding a distance of two  
hundred and eighty four and fifteen hundredths (284.15) feet to a point; thence  
North 32° 04' East a distance of fourteen (14) feet to a point distant seven (7) feet  
northerly at right angles to said proposed siding; thence on a curve bearing to  
the left having a radius of five hundred and ninety six and eighty eighths (596.8)  
feet and parallel to center line of said proposed siding and distant seven (7) feet  
northerly at right angles thereto a distance of three hundred and eighteen and  
four hundredths (318.04) feet to the place of beginning; containing ninety seven  
thousandths (0.097) of an acre, be the same more or less, and shown in purple  
on said attached plan. Second: The said Shipper hereby agrees to do all the grading  
and to furnish and pay for all labor, ties and switch timber, necessary and  
required in laying and maintaining the above described siding. The Railroad  
Company agrees to furnish at its own expense, the switches, frogs, rails and  
track fastenings, rods and required in the construction and maintenance  
of the said siding, and to lay and maintain the same upon the graded  
surface, ties and switch timber to be provided by and at the expense of the Shipper.  
It is distinctly understood and agreed by and between the parties  
hereto that all switches, frogs, rails and track fastenings rods and  
furnished in the construction and maintenance of said siding shall be and  
remain the property of the Railroad Company, which shall have the right at any time

within one month prior to the expiration of the three months notice provided for in the fifth clause hereof to enter on said premises and remove said switches, frogs, rails and track fastenings used and furnished in the construction and maintenance of said riding on said road. Third: The said shipper hereby covenants and agrees, during the continuance of this agreement, to ship or cause to be shipped over the roadbed of the Railroad Company, and over connecting roads forwarding transportation lines preferred by it to the exclusion of all other means of transportation whatsoever, from or to the above described premises, or from its point of departure to its ultimate destination, all the freight, the shipments of which it has control or influence; Provided Always, that the freight rates on such shipments be as low as the rates charged to other shippers by the Railroad Company for like contemporaneous services. Fourth: The said shipper also covenants and agrees to indemnify and save harmless the Railroad Company from and against all loss of or damage to cars and the contents thereof by fire, explosion or other cause whatever while standing on the road siding, or (if the shifting is done by the employees of the shipper) while being shifted to or from the same; Provided, the cause of such loss or damage does not directly arise by reason of the negligence of the Railroad Company or its employees. Fifth: This agreement shall continue in force unless or until terminated by the Railroad Company or the shipper giving their respective written notice to the other of its intention so to terminate and upon the expiration of such period this agreement shall absolutely end; Provided Always, that if the property of the shipper, hereon, shall at any time during the continuance hereof be levied on or seized and taken in execution, under any judicial process, or if the said shipper shall fail to keep and perform the covenants hereof on its part to be kept and performed, the Railroad Company may at its option immediately enter on said premises and remove all or any part of its switches, frogs, rails, track fastenings or other materials heretofore or hereafter used and furnished by it in the construction and maintenance of the said riding, and terminate this agreement without notice to the said shipper, or to any one, without any liability for so doing. Sixth: Any waiver at any time of the rights of the Railroad Company or to anything herein contained, shall not be deemed a waiver of any breach of covenant or other matter subsequently occurring. This agreement shall be binding upon and serve to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. In Witness Whereof, the said parties hereto have duly executed these presents, the day and year first above written.

The Chemung, Coalbrook & Northern Railroad Company  
 By Alfred W. Wether, President  
 Attest, D. A. Baird, Asst. Secretary  
 J. E. Wait L.S.  
 d. P. Smith L.S.

(Hess) A. Robertson and Son  
 By A. Robertson, President  
 Attest, H. G. Valley, Secretary  
 Including on J. E. Wait Special Company  
 Bertrand Rhodes L.S.  
 Peter A. Rhodes L.S.

State of New York, }  
 County of Broome, } On this 20th day of September in the year Nineteen Hundred and



Two (1902), before me personally came James S. West and Simon P. Lusk, two of the partners of the within form of J. E. West Special Company to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they thereupon each duly acknowledged to me that they executed the same.

R. R. Griswold, Notary Public.

State of New York, }  
County of Broome, Clerk's Office, }  
I, Allyn H. Marston, Clerk of said County, and of the County Court and Supreme Court of the State of New York, appointed to be held in and for said County, being Comptroller of Records, having a common seal, do hereby certify, that R. R. Griswold, Esq. whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written was, at the time of taking the same, a Notary Public, in and for said County, duly sworn and authorized to take the same; and further, that I am well acquainted with the handwriting of said Notary Public, and verily believe that the signature to the said certificate is genuine. And that said instrument is executed and acknowledged in conformity with the laws of this State. In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said County and Court, at the City of Binghamton, this 12<sup>th</sup> day of November 1902.

A. H. Marston, Clerk.

State of New York, }  
County of Broome, }  
On the 20<sup>th</sup> day of September in the year 1902 before me, personally came H. E. Valley to me known, who being by me duly sworn, did depose and say that he resided in the City of Binghamton and State of New York, that he is the Secretary of A. Robinson and Co., the Corporation described in and which executed the above instrument (one of the partners of the within form of J. E. West Special Company) that he knew the corporate seal of said Corporation; that the seal affixed to said instrument was 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.

R. R. Griswold, Notary Public.

State of New York, }  
County of Broome, Clerk's Office, }  
I, Allyn H. Marston, Clerk of said County, and of the County Court and Supreme Court of the State of New York, appointed to be held in and for said County, being Comptroller of Records, having a common seal, do hereby certify, that R. R. Griswold, Esq. whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking the same, a Notary Public, in and for said County, duly sworn and authorized to take the same; and further, that I am well acquainted with the handwriting of said Notary Public, and verily believe that the signature to the said certificate is genuine. And that said instrument is executed and acknowledged in conformity with the laws of this State. In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said County and Court, at the City of Binghamton, this 12<sup>th</sup> day of November 1902.

A. H. Marston, Clerk.

State of New York, }  
County of Tompkins, }  
On this second day of October in the year Nineteen Hundred and Two (1902), before me personally came Bertrand Rhodes and Cora A. Rhodes to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they thereupon each duly acknowledged to me that they executed

the same.

(S) Charles W. Sargent, Notary Public.

State of Pennsylvania,

County of Philadelphia }  
On the third day of November in the year 1902 before me personally known D. H. Brind to me known who being by me duly sworn, did depose and say that he resided in the City of Philadelphia and State of Pennsylvania; that he is the Genl. Secretary of The Elmer, Eastland and Northern Railroad Company; the Corporation described in and which executed the above instrument; that he knew the corporate seal of said Corporation; that the seal affixed to said instrument was 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.

(S)

Edward G. Kautschow, Notary Public.

Commission Expires March 22<sup>d</sup>, 1903.

State of Pennsylvania,

County of Philadelphia, or }  
Philadelphia and Clerk of the Courts of Common Pleas of said County, which are Courts of Record, having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate. To certify, That Edward G. Kautschow, Esquire, whose name is subscribed to the certificate of the acknowledgment of the above instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania, residing in the county aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania and to all whose acts, so such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe his signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 3<sup>rd</sup> day of Nov. in the year of our Lord one thousand nine hundred and two (1902).

(S)

M. Russell Thayer, Prothonotary.

Recorded Nov. 14, 1902 at 9 A.M.

L. H. Van Hook, Clerk

W. H. Berna }  
to }  
Julia B. Berna }  
I know all men by these presents, that W. H. Berna of Athens, New York party of the first part in consideration of the sum of five hundred dollars to me paid by Julia B. Berna of Athens, State of New York the receipt whereof is hereby acknowledged, do hereby bargain, sell and convey to the said Julia B. Berna... heirs and assigns forever, the following Real Estate, viz: Lots 15 (15) fifteen, 22 (32) thirty eight and 24 (94) ninety four and part of the Athens Land Company as record in said Athens, Tompkins County and State aforesaid. 22 15 and 94 front on State Street and 38 fronts on Magnolia Street, together with the privileges and appurtenances to the same belonging. To Have and to Hold, The same to the said Julia B. Berna... heirs and assigns forever I hereby covenanting that the title so conveyed is clear, Free and unincumbered, and that I will Maintain and Defend the same against all claims whatsoever. In Witness Whereof, The said W. H. Berna, grantor, has hereunto set his hand this 14<sup>th</sup> day of Nov. in the year one thousand nine hundred and two.



47

NO. 181, DEEDS.

This Indenture, Made the 17<sup>th</sup> day of October in the year

Geo. H. Houty

of one thousand hundred and four (1904) BETWEEN George H. Houty (unmarried) of State of Tompkins County, New York,

The Chemung, Westland & Northern Railroad Company

of the first part, and

The Chemung, Westland and Northern Railroad Company (class for itself)

of the second part, Witnesseth, That the said party of the first part, in consideration of the sum of Eleven hundred & fifty (\$1,150) Dollars...

town of Dryden, Tompkins County, and State of New York, a wooded and described as follows: Beginning at a point where the center line of the railroad of the Chemung, Westland and Northern Railroad Company...

TOGETHER WITH THE APPURTENANCES, and all the Estate, Five and sixths thereof of the said party of the first part, and the said...

to have and to hold the above granted premises, unto the said party of the second part, his heirs and assigns forever. And the said George H. Houty party of the first part...

that the premises thus conveyed on the quiet and peaceable possession of the said party of the second part, his heirs and assigns, will forever WARRANT and DEFEND against any person whomsoever lawfully claiming the same or any part thereof.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED AND DELIVERED IN PRESENCE OF Geo. H. Houty

STATE OF NEW YORK: County of Westland, City of Westland. On this 17th day of October in the year one thousand nine hundred and four (1904) before me, the subscriber, personally appeared George H. Houty...

State of New York, Westland County, to wit: Office of the Clerk of the County of Westland, County of Westland, New York, before me, the undersigned, a Notary Public in and for the County of Westland, State of New York...

And I further certify that I am well acquainted with the handwriting and truly believe that the signature of the said party of the first part is his own and that he executed the foregoing instrument...

A true copy of the original. Recorded this 5th day of October 1904 at 9 o'clock A.M. J. W. Tompkins Clerk.

48

described premises; thence easterly along the south line of the aforesaid premises to the place of beginning, containing one (1) acre of land, be the same more or less. Excepting therefrom four and forty one hundredths (4.41) acres of land heretofore sold to the Cornell University by deed recorded in the office of the Clerk of the County of Tompkins in Liber 177 of Deeds at page 219. This conveyance is made subject to two certain mortgages aggregating the sum of eleven thousand dollars (\$11,000.00) Together with the appurtenances and all the estate and rights of the party of the first part in and to the said premises. To have and to hold the above granted premises, unto the said party of the second part, his heirs and assigns forever. And the said Florence E. Welch party of the first part, does covenant with the said party of the second part as follows: First, That the party of the second part shall quietly enjoy the said premises. Second, That the said Florence E. Welch party of the first part will forever warrant the title to said premises, except as to the mortgages above described. In witness whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written,

Florence E. Welch L.S.

State of New York :  
County of Monroe : ss.

City of Rochester : On this 3rd day of April in the year Nineteen hundred and seventeen, before me, the subscriber, personally appeared Florence E. Welch to me known and known to me to be the same person described in, and who executed the within Instrument and she duly acknowledged to me that she executed the same.

John R. Fanning, Comr. of Deeds.

State of New York :

Monroe County Clerk's Office, ss.

Rochester, N.Y. I, James L. Hotchkiss, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having a common seal, do hereby certify, that John R. Fanning, Esq., was, at the date of the certificate of proof or acknowledgment of the annexed instrument in writing, a Commissioner of Deeds, in and for said City, duly authorized to take the same; that I am well acquainted with his handwriting, and verily believe that the signature to said certificate is genuine, and that the annexed instrument is executed and acknowledged according to the laws of this State. In testimony whereof, I have hereunto set my hand and affixed the seal of said County and courts, this 30 day of Oct. A.D. 1917.

(SEAL)

James L. Hotchkiss, Clerk.

Recorded October 31st, 1917 at 9 A.M.

Book 187 pg 527

*Blanche Marshall*

The Lehigh Valley Rail Way Company  
to  
Lehigh Valley Railroad Company

THIS INSTRUMENT, made this 24th day of October, One thousand nine hundred and seventeen (1917), by and between The Lehigh Valley Rail Way Company, a corporation of the State of New York, party of the first

part, (hereinafter called the Lessor), and the Lehigh Valley Railroad Company, a corporation of the State of Pennsylvania, party of the second part, (hereinafter called the Lessee), Witnesseth; That Whereas the parties hereto, on the fourteenth day of April, 1891, entered into an indenture of lease whereby the Lessor did let and demise to the Lessee, its successors and assigns, its entire railroad properties and appurtenances in the State of New York, with the right and power to manage and operate the same for a period of nine hundred and ninety-nine (999) years from January, 1891, upon certain terms and conditions stated in said Indenture; and Whereas the date for the commencement of the operation of said agreement in the month of January, 1891, was omitted from the original indenture, and it is the desire of the parties to correct the same by this supplemental indenture; and WHEREAS it was provided in said original indenture that the Lessee should pay the Lessor a yearly sum equal to five per cent (5%) on the capital stock of the Lessor, which provision by mutual understanding and agreement the parties have not observed in view of the fact that all

of the stock of the Lessor has at all times since been owned by the Lessee, and it is the desire of the parties accordingly to modify and correct the original indenture by the execution of this supplemental indenture for the purpose of having the written agreement in accordance with the mutually agreed practice between the parties. NOW THEREFORE in consideration of the premises, and in consideration of the payment of ONE dollar (\$1) by the Lessee to the Lessor, and of her good and valuable considerations the receipt whereof is hereby acknowledged, the parties hereto mutually agree as follows: FIRST: The habendum clause of said original indenture of lease shall be modified by making the same read to include the word "first" in place of the vacancy in the original indenture, so that the term of said lease shall be for nine hundred and ninety-nine (999) years from the first day of January, 1891. SECOND: The rental clause of said lease shall be modified by eliminating therefrom the clause reading as follows: " a yearly sum equal to five per cent on the capital stock of the Lessor, in quarterly or half-yearly installments as the Lessee may determine, to be paid to the stockholders of the Lessor as they stand registered on its books at the several periods when said sums shall be payable;" THIRD: This agreement shall be recorded in the offices or places where the aforesaid original indenture has been or may be recorded, and shall be considered a part of and effective from and as of the date of the said original indenture; and said original indenture shall be considered in all respects as if it had been made and executed with the modifications therein, as herein contained. In Witness Whereof, the parties hereto have hereunto duly set their corporate signatures and seals the day and year first above written.

(SEAL)

The Lehigh Valley Rail Way Company

By : J.A.Middleton, Vice-President.

Attest: D.G.Baird, Secretary.

(SEAL)

Lehigh Valley Railroad Company.

By E.E.Loomis, President.

O.K. E.H.B.

Attest D.G.Baird, Secretary.

State of New York :

County of New York : ss. On the 24th day of October in the year 1917, before me personally came E.E.Loomis, to me known, who, being by me duly sworn, did depose and say that he resides in the Boro. of Fountain Hill and State of Pennsylvania; that he is the President of the Lehigh Valley Railroad Company, 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.

(SEAL)

Vincent P. Sannett, Notary Public, New York County No.558. New York Register No.6449.

State of New York :

County of New York : ss. No.55169 Series B. I, William F.Schneider, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Vincent P.Sennett whose name is subscribed to the deposition or certificate of the proof or acknowledged of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine. In Testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 25 day of Oct.1917.

(SEAL)

W.F.Schneider, Clerk.

State of New York :

County of New York : ss. On the 24th day of October, in the year 1917, before me personally came J. A. Middleton to me known, who, being by me duly sworn, did depose and say that he resides in the City and State of New York; that he is the Vice President of The Lehigh Valley Rail Way Company, 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.

(SEAL)

Vincent P. Sennett, Notary Public, New York  
County, No. 533. New York Register No. 849.

Recorded October 31st, 1917 at 12:45 P.M.

*Charles A. Mackey*

Robert L. Post, Co. Treas.  
to  
Charles A. Mackey

THIS INDENTURE, Made the 25th day of October in the year of our Lord one thousand nine hundred and seventeen, Between Robert L. Post, as Treasurer of the County of Tompkins, State of New York, party of the first part, and Charles A. Mackey,

of Ithaca, N.Y., party of the second part, Witnesseth, That Whereas, by an act of the Legislature of the State of New York, (Chapter 62 of the Laws of 1909) entitled "An Act in relation to Taxation, constituting Chapter Sixty of the Consolidated Laws," and the Acts amending the same, it was, among other things, enacted, that "Whenever any tax charged on real estate in the Counties of St. Lawrence, Clinton, Warren, Washington, and Oneida, or in a County not including a portion of the forest preserve, is returned to the County Treasurer, he shall not return the same to the Comptroller, but if such tax with interest thereon at the rate of ten per centum per annum, computed from the first day of February, after the same is levied, shall remain unpaid for six months from that date, such County Treasurer shall advertise and sell such real estate," pursuant to said acts; And whereas, default was made in the payment of taxes levied in the year 1915 so as aforesaid duly charged on sundry parcels of land within this county, and duly returned to the County Treasurer, with the interest thereon, and the said taxes had remained unpaid for six months from the first day of February after the same were levied; And whereas, The County Treasurer of the County of Tompkins for the time being, in virtue of the power in him vested, and after due notices for that purpose published and given according to law, and after a compliance with all the provisions of law by him to be performed, did sell at public auction, at the Court House in the County of Tompkins in the month of October in the year one thousand nine hundred and sixteen so much of each of the parcels of land so as aforesaid charged and remaining unpaid to satisfy and discharge the said taxes, and the interest and charges due thereon, respectively at the time of the sale; And whereas, the said party of the second part became entitled, by purchase to the following tract, piece or parcel of land, situated in the County of Tompkins, viz: 10 acres part of Lot No. 36 in the Town of Dryden, bounded on the east by George Junior Republic, on the west by Eldridge Hanford, on the north by George Junior Republic, on the south by the highway leading from Freeville to Dryden, N.Y. which said piece or parcel of land, above described, was sold by the said County Treasurer at the said sale, under and by virtue of the said act; And whereas, the said piece or parcel of land, so as aforesaid sold and hereby intended to be conveyed, has not been redeemed within the time prescribed by law for the redemption thereof; Now, therefore, this Indenture witnesseth, that the said party of the first part, by virtue of the authority vested in him by law, for and in consideration of the premises, and of the sum of twelve and 24/100 paid into the Treasury of this County by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed and released, and by these presents doth grant, bargain, sell, convey and release to the said party of the second part, and to his heirs and assigns forever, the said piece and parcel of land above described, with the hereditaments and appurtenances to the same belonging, to be located and laid out, however, by and at the expense of the party of the second part; To have and to hold the same to the said party of the second part, his heirs and assigns

161 Mtges., Page 146

The Lehigh Valley Railway Company and Lehigh Valley Railroad Company : Mortgage dated August 7, 1940  
 : Ack. October 10, 1940  
 to : Rec. October 28, 1940 at 10:04 A.M.  
 Girard Trust Company, as Trustee :

-----X  
 Recites that the said Company has heretofore issued its first mortgage under an Indenture dated June 23, 1890 between the Company and the Girard Life Insurance, Annuity and Trust Company of Philadelphia (name now changed to Girard Trust Company) as Trustee...and..."Whereas, for the purpose of duly evidencing the provisions of the Plan and Decree for the extension of the Bonds...The Company...has approved and authorized the execution and delivery...of this Supplemental Indenture supplementing and modifying the first Mortgage..."

CERTIFICATE OF SATISFACTION by Chemical Bank, Trustee (formerly Chemical Bank New York Trust Company, successor by merger of the New York Trust Company and Chemical Corn Exchange Bank, the latter being formerly Chemical Bank and Trust Company, Trustee to Girard Trust Company) rec. October 12, 1982 in 91 Disch., Page 966.

50

161 Mtges., Page 170

Lehigh Valley Railroad Company	:	Supplemental Indenture dated August 7, 1940
to	:	Ack. October 10, 1940
Girard Trust Company, as Trustee	:	Rec. October 28, 1940 at 10:04 A.M.

-----X  
 Supplemental to Mortgage dated September 30, 1903 between the Company and Girard Trust Company as Trustee (see 100 Mtges., Page 243).

CERTIFICATE OF SATISFACTION by Chemical Bank, Trustee (formerly Chemical Bank New York Trust Company, successor by merger of the New York Trust Company and Chemical Corn Exchange Bank, the latter being formerly Chemical Bank and Trust Company, successor Trustee to Girard Trust Company) recorded October 12, 1982 in 91 Disch., Page 964.

203 Mtges., Page 460

51

Lehigh Valley Railroad Company : Supplemental Indenture dated June 30, 1949  
: Ack. June 30, 1949  
to :  
Girard Trust Company as Trustee : Rec. August 1, 1949 at 9:00 A.M.

-----X

Supplemental to General Consolidated Mortgage dated September 30, 1903 as modified and supplemented by Supplemental Indenture dated as of August 7, 1940 (see 100 Mtges., Page 243 and 161 Mtges., Page 170).

CERTIFICATE OF SATISFACTION by Chemical Bank, Trustee (formerly Chemical Bank New York Trust Company, successor by merger of the New York Trust Company and Chemical Corn Exchange Bank, the latter being formerly Chemical Bank and Trust Company, successor trustee to Girard Trust Company) recorded Oct. 12, 1982 in 91 Disch., Page 964.

204 Mtges., Page 4

52

The Lehigh Valley Railway Company and Lehigh Valley Railroad Company : Supplemental Indenture dated June 30, 1949  
: Ack. June 30, 1949  
to :  
Girard Trust Company, as Trustee : Rec. August 1, 1949 at 9:01 A.M.

-----X

Supplemental to First Mortgage dated June 23, 1890 as modified and supplemented by Supplemental Indenture dated as of August 7, 1940 (see 86 Mtges., Page 44 and 161 Mtges., Page 146).

CERTIFICATE OF SATISFACTION by Chemical Bank, Trustee (formerly Chemical Bank New York Trust Company, successor by merger of the New York Trust Company and Chemical Corn Exchange Bank, the latter being formerly Chemical Bank and Trust Company, successor trustee to Girard Trust Company) rec. Oct. 12, 1982 in 91 Disch., Pg. 966.

53

The following is included for reference only

86 Mtges., Page 44

The Lehigh Valley Rail	:	Mortgage dated June 23, 1890
Way Company	:	Ack. June 23, 1890
to	:	Rec. June 23, 1890
Girard Life Insurance	:	To Secure \$15,000,000
Annuity and Trust Company	:	
of Philadelphia (Trustee)	:	

-----X  
 Conveys all the property of the party of the first part  
 "either real, personal, or mixed now owned by said party of the  
 first part or that may be hereafter acquired by said party of  
 the first part"...

..."And Whereas, the Lehigh Valley Railway Company was a  
 corporation duly created and organized under and by virtue of the  
 laws of the State of New York by articles of association filed  
 in the office of the Secretary of State on the twenty-third day  
 of March, 1882 for the purpose of constructing a railroad from  
 the corner of Scott and Washington Streets in the City of Buffalo...  
 easterly to the Village of Lancaster...and purchased and secured  
 valuable terminal facilities in the said City of Buffalo...and  
 Whereas, the Buffalo and Geneva Railway Company was a corporation  
 duly created and organized...for the purpose of constructing a  
 railroad from Geneva...to the City of Buffalo..."

And Whereas by an instrument bearing date the fourteenth day  
 of May, 1890, the directors of said Geneva and VanEttenville Rail-  
 way, Lehigh Valley Railway Company and Buffalo and Geneva Railway  
 Company agreed to consolidate their respective corporations into  
 one corporation to be called 'The Lehigh Valley Rail Way Company'  
 ...and the stockholders of the said three companies...at meetings  
 duly called...did each severally ratify said agreement...and  
 certificates of such action were duly filed in the office of the  
 Secretary of State on the 23 day of June, 1890"...

SEE OVER FOR SATISFACTION



CERTIFICATE OF SATISFACTION by Chemical Bank, Trustee (formerly  
Chemical Bank New York Trust Company, successor by merger of  
the New York Trust Company and Chemical Corn Exchange Bank, the  
latter being formerly Chemical Bank and Trust Company, successor  
Trustee to Girard Trust Company) rec. October 12, 1982 in 91  
Disch., Page 966.

54

NOTE: The following item is added in case it should affect the premises.

209 Mtges., pg. 77

Lchigh Valley Railroad Company

In Matter of

Mortgage dated Sept. 30, 1903  
(100 Mtges., pg. 243)

: Resignation of Trustee,  
: Acceptance of Successor  
: Trustee and Instrument of  
: Transfer  
: Dated: Dec. 31, 1949  
: Ack. Jan. 3, 1950  
: Rec. Feb. 6, 1950 at 9:45 A.M.

-----X  
Shows that Girard Trust Company has given notice of its intention to resign as Trustee; that the Chemical Bank & Trust Company is appointed as successor Trustee under said Mortgage, effective Jan. 1, 1950; that said Chemical Bank & Trust Company accepts such appointment; that Girard Trust assigns, transfers and sets over to said successor Trustee all of the estates, properties, rights, powers and trusts, and the Company joins in the execution hereof to confirm such transfer.

The following releases of part are indicated on this instrument: They all release other property.

EXCEPT

- 26 Assgts. & Rels., pg. 328 - July 8, 1953
- 27 Assgts. & Rels., pg. 1 - Dec. 8, 1953
- 27 Assgts. & Rels., pg. 22 Dec. 29, 1953
- 28 Assgts. & Rels., pg. 520 July 14, 1955
- 30 Assgts. & Rels., pg. 362 Feb. 21, 1957
- 32 Assgts. & Rels., pg. 109 Aug. 14, 1958
- 32 Assgts. & Rels., pg. 397 Feb. 5, 1959 \*
- 33 Assgts. & Rels., pg. 260 Oct. 21, 1959
- 36 Assgts. & Rels., pg. 242 July 26, 1963
- 36 Assgts. & Rels., pg. 484 Jan. 3, 1964
- 36 Assgts. & Rels., pg. 548 Feb. 10, 1964
- 36 Assgts. & Rels., pg. 725 June 19, 1964
- 36 Assgts. & Rels., pg. 1027 Oct. 27, 1964
- 37 Assgts. & Rels., pg. 537 Aug. 20, 1965
- 37 Assgts. & Rels., pg. 959 Mar. 3, 1966
- 38 Assgts. & Rels., pg. 262 Oct. 13, 1966
- 38 Assgts. & Rels., pg. 427 Feb. 17, 1967
- 38 Assgts. & Rels., pg. 521 Apr. 7, 1967
- 39 Assgts. & Rels., pg. 24 Feb. 23, 1968
- 39 Assgts. & Rels., pg. 5 Mar. 18, 1968

\*Parcels 1 & 2 release the same premises as set out at Deeds, Page 160) the third parcel releases a 0.246 acre piece of land in the Village of Freeville. Neither release effects the subject property. (433

55

NOTE: The following is included in case it should affect the premises.

212 Mtges., pg. 107

Lehigh Valley Railroad Company	:	Supplemental Indenture dated Apr. 12, 1950
to	:	Ack. April 12, 1950
Chemical Bank & Trust Company as Successors Trustee	:	Rec. June 15, 1950 at 10:02 AM

-----X

Recites Mortgage dated Sept. 30, 1903 to Girard Trust Company as Trustee, as modified by supplemental indentures dated as of August 7, 1940 and June 30, 1949; resignation of Trustee and appointment of successor trustee;...further recites..."Whereas by agreement of merger authorized by the Interstate Commerce Commission by Report and Order dated December 27, 1940 in Finance Docket No. 16703, said agreement of merger having been filed in the offices of the Departments of State of New York and Pennsylvania Rail Way Company and New York Company were merged into Lehigh, effective December 31, 1949, said agreement of merger providing" ...as to bonds, capital stock, etc....transfers and sets over to the successor trustee...all the railroads and properties of said Companies...

The following releases of part are indicated on this instrument. They all release other property.

- 26 Assgts. & Rels., pg. 30 Nov. 15, 1952
- 25 Assgts. & Rels., pg. 440 July 5, 1952
- 26 Assgts. & Rels., pg. 328 July 8, 1953
- 27 Assgts. & Rels., pg. 1 Dec. 8, 1953
- 27 Assgts. & Rels., pg. 22 Dec. 29, 1953
- 28 Assgts. & Rels., pg. 520 July 14, 1955
- 30 Assgts. & Rels., pg. 362 Feb. 21, 1957
- 32 Assgts. & Rels., pg. 109 Aug. 14, 1958
- 33 Assgts. & Rels., pg. 260 Oct. 21, 1959
- 36 Assgts. & Rels., pg. 242 July 26, 1963
- 36 Assgts. & Rels., pg. 484 Jan. 3, 1964
- 36 Assgts. & Rels., pg. 548 Feb. 10, 1964
- EXCEPT -32 Assgts. & Rels., Pg. 397 Feb. 5, 1959\*
- 39 Assgts. & Rels., pg. 682 Mar. 28, 1969
- 36 Assgts. & Rels., pg. 725 June 19, 1964

- 36 Assgts. & Rels., Pg. 1027 Oct. 27, 1964
- 37 Assgts. & Rels., Pg. 537 Aug. 20, 1965
- 37 Assgts. & Rels., Pg. 959 Mar. 3, 1966
- 38 Assgts. & Rels., Pg. 262 Oct. 13, 1966
- 38 Assgts. & Rels., Pg. 427 Feb. 17, 1967
- 38 Assgts. & Rels., Pg. 521 Apr. 7, 1967
- 39 Assgts. & Rels., Pg. 24 Feb. 23, 1968
- 39 Assgts. & Rels., Pg. 616 Feb. 4, 1969
- 39 Assgts. & Rels., Pg. 878 June 30, 1969
- 40 Assgts. & Rels., Pg. 97 Nov. 24, 1969

\*Parcels 1 & 2 release the same premises as set out at (433  
Deeds, Page 160) the third parcel releases a 0.246 acre piece of  
land in the Village of Freeville. Neither release effects the  
subject property.

46

Form: ROW 91-91 (Section 4-91)

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
BUREAU OF RIGHTS OF WAY AND CLAIMS

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

<b>PROJECT:</b>	DESCRIPTIONS AND MAPS	
	<u>MAP NOS.</u>	<u>PARCEL NOS.</u>
ITHACA-ETNA	49	76,77,78
STATE HIGHWAY NO.		
TOMPKINS CO.		

NOTICE OF APPROPRIATION

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

TO: LEHIGH VALLEY RAILROAD CO., as successor in interest to Utica, Ithaca & Elkhira Railroad Company	143 Liberty St. New York 6, New York
GIRARD LIFE INSURANCE ANNUITY AND TRUST COMPANY OF PHILADELPHIA	Philadelphia, Pa.
GIRARD TRUST COMPANY	Philadelphia, Pa.

TAKE NOTICE that on the 28 day of July, 19 61, 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 25 day of JUNE, 19 62 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.

SUPERINTENDENT OF PUBLIC WORKS  
OF THE STATE OF NEW YORK

Dated: JUNE 25, 1962

By:   
Director, Bureau of Rights of Way and Claims

P. G. BALDWIN

EX 1343

LIBER 440 PAGE 650

A true copy of the original recorded on the 25 day of

June, 1962 at 12:19 o'clock P., and examined.

B. F. Tobey  
Clerk.

# This Indenture,

Made the 22<sup>nd</sup> day of July,  
Nineteen Hundred and SIXTY-FOUR

LINER 452 PAGE 616

Between LEHIGH VALLEY RAILROAD COMPANY

a corporation organized under the laws of the Commonwealth of Pennsylvania,

party of the first part, and

COUNTY OF TOMPKINS, a municipal corporation and political sub-  
division of the State of New York,

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

-----One and 00/100-----Dollar (\$ 1.00)  
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, its successors and assigns forever, ~~and~~

### PERMANENT EASEMENT FOR HIGHWAY PURPOSES

A permanent easement to be exercised in, on and over the property ~~above~~  
~~described~~ hereinafter described for the purposes of constructing, reconstructing and maintaining thereon a highway; together with such facilities in connection therewith as may be deemed necessary by the Superintendent of Public Works, but in a manner which will not interfere with the existing railroad system of the hereinafter designated Railroad Corporation and the maintenance and operation thereof. Such easement shall be exercised in and to all those pieces or parcels of property hereinafter designated as Parcels No. 8, 18, 19, 86 & 87, situate in the Village of Freeville, Town of Dryden, County of Tompkins and State of New York, as shown on map No. 7 of the maps prepared by the New York State Department of Public Works for said road and filed in the Office of the Tompkins County Clerk, more particularly bounded and described as follows:

Parcel No. 8 - Beginning at a point on the southeasterly boundary of the existing Freeville-McLean highway at the intersection of the said boundary with the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the southwest, and the property of Alan E. Huath (reputed owner) on the northeast, said point being 33½ feet distant southeasterly, measured at right angles, from station 10+68½ of the hereinafter described survey base line for the proposed construction of the Freeville-McLean, County Road No. 105; thence southeasterly along said division line 27½ feet to a point 60 feet distant southeasterly measured at right angles, from station 10+73½ of said base line; thence a 50° - 16' W - 23½ feet to a point on the southeasterly boundary of said existing highway, the last mentioned point being 35½ feet distant southeasterly, measured at right angles from station 9+27 of said base line; thence northeasterly along the last mentioned boundary of said existing highway 124½ feet to the point of beginning, being 0.044 acre, more or less.

Parcel No. 18 - Beginning at a point on the southerly boundary of the existing Freeville-McLean highway at the intersection of the said boundary with the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the northwest, and the property of Kermit O. Marquis & Geraldine S. Marquis (reputed owners) on the southeast, said point being 33½ feet distant southerly, measured at right angles, from station 20+85½ of the hereinafter described survey base line for the proposed construction of the Freeville-McLean, County Road No. 105; thence southwesterly along said division line 22½ feet to a point 45 feet distant southerly, measured at right angles, from station 20+67½ of said base line; thence a 75° - 22' W - 117½ feet to a point on the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the southeast and the property of Kermit O. Marquis & Geraldine S. Marquis (reputed owners) on the northwest, the last mentioned point being 45 feet distant southerly, measured

at right angles, from station 19+50± of the said base line; thence northeasterly along said division line 22± feet to its intersection with the southerly boundary of said existing highway, the last mentioned point being 33± feet distant southerly measured at right angles, from station 19+69± of said base line; thence easterly along the last mentioned boundary of said existing highway 116± feet to the point of beginning, being 0.034 acre, more or less.

Parcel No. 19 - Beginning at a point on the northerly boundary of the existing Freeville-McLean highway at the intersection of the said boundary with the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the southeast, and the property of Kermit O. Marquis & Geraldine S. Marquis (reputed owners) on the northwest said point being 33± feet distant northerly, measured at right angles, from station 20+63± of the hereinafter described survey base line for the proposed construction of the Freeville-McLean, County Road No. 105; thence northeasterly along said division line 24± feet to a point 45 feet distant southerly, measured at right angles, from station 20+84± of said base line; thence N 74° - 06' E - 136± feet to a point on the division line between the property of Lehigh Valley Railroad Company (reputed owners) on the northwest and the property of Kermit O. Marquis & Geraldine S. Marquis (reputed owners) on the southeast, the last mentioned point being 50 feet distant northerly, measured at right angles, from station 22+19± of the said base line; thence southwesterly along said division line 34± feet to its intersection with the northerly boundary of said existing highway, the last mentioned point being 33± feet distant northerly, measured at right angles, from station 21+90± of said base line; thence westerly along the last mentioned boundary of said existing highway 128± feet to the point of beginning, being 0.043 acre, more or less.

Parcel No. 86 - Beginning at a point on the northwesterly boundary of the existing Freeville-McLean highway at the intersection of the said boundary with the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the northwest, and the property of Frederick Compagni (reputed owner) on the southeast, said point being 28± feet distant northwesterly, measured at right angles, from station 187+20± of the hereinafter described survey base line for the proposed construction of the Freeville-McLean, County Road No. 105; thence southwesterly along said division line 75± feet to a point 70 feet distant northwesterly measured at right angles, from station 186+58± of said base line; thence N 31° - 45' - 39" E - 135± feet to a point on the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the southeast and the property of Charles E. Baldwin & Olive M. Baldwin (reputed owners) on the northwest, the last mentioned point being 60 feet distant northwesterly, measured at right angles, from station 187+93± of the said base line; thence northeasterly along said division line 59± feet to its intersection with the northwesterly boundary of said existing highway, the last mentioned point being 28± feet distant northwesterly, measured at right angles, from station 188+42± (Tangent Produced) of said base line; thence southwesterly along the last mentioned boundary of said existing highway 122± feet to the point of beginning, being 0.103 acre, more or less.

Parcel No. 87 - Beginning at a point on the southeasterly boundary of the existing Freeville-McLean highway at the intersection of the said boundary with the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the southeast, and the property of Roger M. Smith & Wilma M. Jackson (reputed owners) on the northwest, said point being 36± feet distant southeasterly measured at right angles, from station 189+54± of the hereinafter described survey base line for the proposed construction of the Freeville-McLean, County Road No. 105; thence northeasterly along said division line 50± feet to a point 60 feet distant southeasterly, measured at right angles, from station 189+98± of said base line; thence S 31° - 26' - 26" W - 136± feet to a point on the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the northwest and the property of Frank A. Youmans & Alta C. Youmans (reputed owners) on the southeast, the last mentioned point being 60 feet distant southeasterly, measured at right angles, from station 188+62± of the said base line, thence southwesterly along said division line 41± feet to its intersection with the southeasterly boundary of said existing highway, the last mentioned point being 38± feet distant southeasterly, measured at right angles, from station 188+24± of said base line; thence northeasterly along the last mentioned boundary of said existing highway 127± feet to the point of beginning, being 0.071 acre, more or less.

Such easement shall not limit or restrict the right of the hereinafter designated Railroad Corporation, its successors or assigns to construct, reconstruct and maintain and operate such railroad facilities as said corporation may, from time to time, deem necessary for the operation or improvement of its railroad system provided however such improvement will not interfere with the State Highway System.

\* The above mentioned survey base line is a portion of the survey base line for the construction of the Freeville-McLean County Road No. 105, as shown on Map on file in the office of the State Department of Public Works and described as follows: Beginning at Sta. 3+21; thence N 31° -27' -59" E -704 feet to Sta. 10+25; thence N 56° -17' -59" E -400 feet to Sta. 14+25; thence N 75° -22' -29" E -691 feet to Sta. 21+16; thence N 76° -28' -29" E -884 feet to Sta. 30+00; also beginning at Sta. 183+55; thence N 27° -31' -29" E -485 feet to Sta. 188+40; thence N 31° -28' -29" E -800 feet to Sta. 196+40. All bearings referred to true north.



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, its successors and assigns forever.

In Presence of

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed, by its duly authorized officer on this 22nd day of July, Nineteen Hundred and Sixty-Four

ATTEST:

*M. J. ...*  
ASSISTANT SECRETARY

LEHIGH VALLEY RAILROAD COMPANY

*J. R. de Capriles*  
By J. R. de Capriles, Vice President

State of New York  
County of New York  
before me personally came

On this 22nd day of July  
Nineteen Hundred and Sixty Four  
J. R. de Capriles

to me personally known, who, being by me duly sworn, did depose and say that he is the Vice President of Lehigh Valley Railroad Company, New York, and which executed, the within 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 the name thereto by like order.

*Samuel ...*

LIBER 452 PAGE 619

NOTARIAL PUBLIC  
STATE OF NEW YORK  
COMM. EXPIRES ...

A true copy of the original recorded on the 24 day of August, 1964 at 12:45 o'clock M., and examined.

*Sally Robinson*  
Clerk

58

LEHIGH VALLEY RAILROAD COMPANY — LICENSE FOR UNDERGRADE INSTALLATION

LICENSEE Village of Dryden, New York DATE Sept. 14, 1966  
 LOCATION M.P. 320.221, M.P. 320.799 and M.P. 320.925, L.N.Y. Branch, Dryden, New York

Pursuant to your application of July 21, 1966 you are licensed, effective October 10, 1966 subject to existing encumbrances and to the terms and conditions set forth below and on the reverse hereof, to install, maintain and use upon, through and under our lands, right of way and tracks, the facilities described below and shown on the attached plan. Your exercise of this license will constitute an acceptance of said terms and conditions.

Annual Rental Waived For:  
 Undergrade crossing at M.P. 320.221, "In Line", South Street, and undergrade crossing at M.P. 320.799, "In Line", West Main Street, all installations to be made by the Boring or Jacking Methods.

LEHIGH VALLEY RAILROAD COMPANY

This license supplements license dated None By J.H. [Signature] Chief Engineer

FACILITIES

Symbol	Description	No.	DUOTS	Contents	Quantity	Voltage	Pressure
A	8" Dia. Cl. 3300 A/G. Alt. 8" Cl. 3300 C-14 Mod. Plain Conc. Sanitary Sewer Pipe.	1	Sewage				
B	10" Dia. Cl. 3300 A/G. Alt. Cl. 3300 C-14 Mod. Plain Conc. Sanitary Sewer Pipe.	1	Sewage				
C	12" Cl. 4000 A/G. Alt. Cl. 4000 C-14 Mod. Plain Conc. Sanitary Sewer Pipe.	1	Sewage				

CROSSINGS

Location	Symbol	Length	Over Pass	Description	Clearance	Length	Rental
M.P. 320.221	A	140'	12'-0"	Steel Pipe, 5/16" W.T.	28"	40'	Waived
M.P. 320.799	B	60'	12'-6"	Steel Pipe, 0.375" W.T.	24"	37'	Waived
M.P. 320.925	C	100'	12'-0"	Steel Pipe, 0.375" W.T.	24"	32'	\$12.00

LONGITUDINAL OCCUPATION

Symbol	From	To	Total Footage	Footage Charged for Above	Net Distance

OTHER FACILITIES

Symbol	From	To	Min. Distance from Rail

Fee for preparing papers \$ 30.00 Rental Surveys \$12.00  
 Easements needed None Police Rental None  
 Removals or alterations None Total Rental \$12.00  
 Allowance None

No. and date of plan Village of Dryden, 2-792, Sheet 38 dated 7-13-66, Sheet 21 dated 7-13-66, Sheet 2 dated 7-1-66. (V.M. 4023)  
 Fee \$ 12.00

VTC 103 11 101

#### TERMS AND CONDITIONS

1. The Licensee will pay to the Railroad in advance as billed the annual rental and the preparation fee provided for on the face hereof.

2. The Licensee shall maintain the facilities in good order. The facilities shall be installed, maintained and used (a) to the satisfaction of the Railroad, including, without limitation, the quality and quantity of materials used, the method of installation and the time of working on the Railroad's property and (b) so as not in any manner or at any time to interfere with the operation of the railroad or the use by the Railroad of its property. The Licensee upon completion of each item of work performed hereunder, whether of installation, repair, alteration or otherwise shall leave the Railroad's lands, tracks and right of way in as good condition as they were prior thereto. At all times during the performance of any such work the Licensee shall take all precautions deemed necessary by the Railroad for the safety of its operations.

It shall be the obligation of the Licensee to obtain all other necessary consents with respect to the proposed installation.

3. The Licensee shall pay all expenses incident to the installation, maintenance and use of the facilities and all expenses in connection therewith required by any change in or addition to the tracks, property or equipment of the Railroad.

4. The Railroad if it deems it desirable may furnish at the expense of the Licensee engineers, flagmen and inspectors in connection with the performance of any work hereunder by the Licensee, but the same shall not relieve the Licensee from any of its obligations hereunder.

5. The Licensee releases the Railroad from liability for any loss of or injury to the facilities whether attributable to the negligence of the Railroad or otherwise.

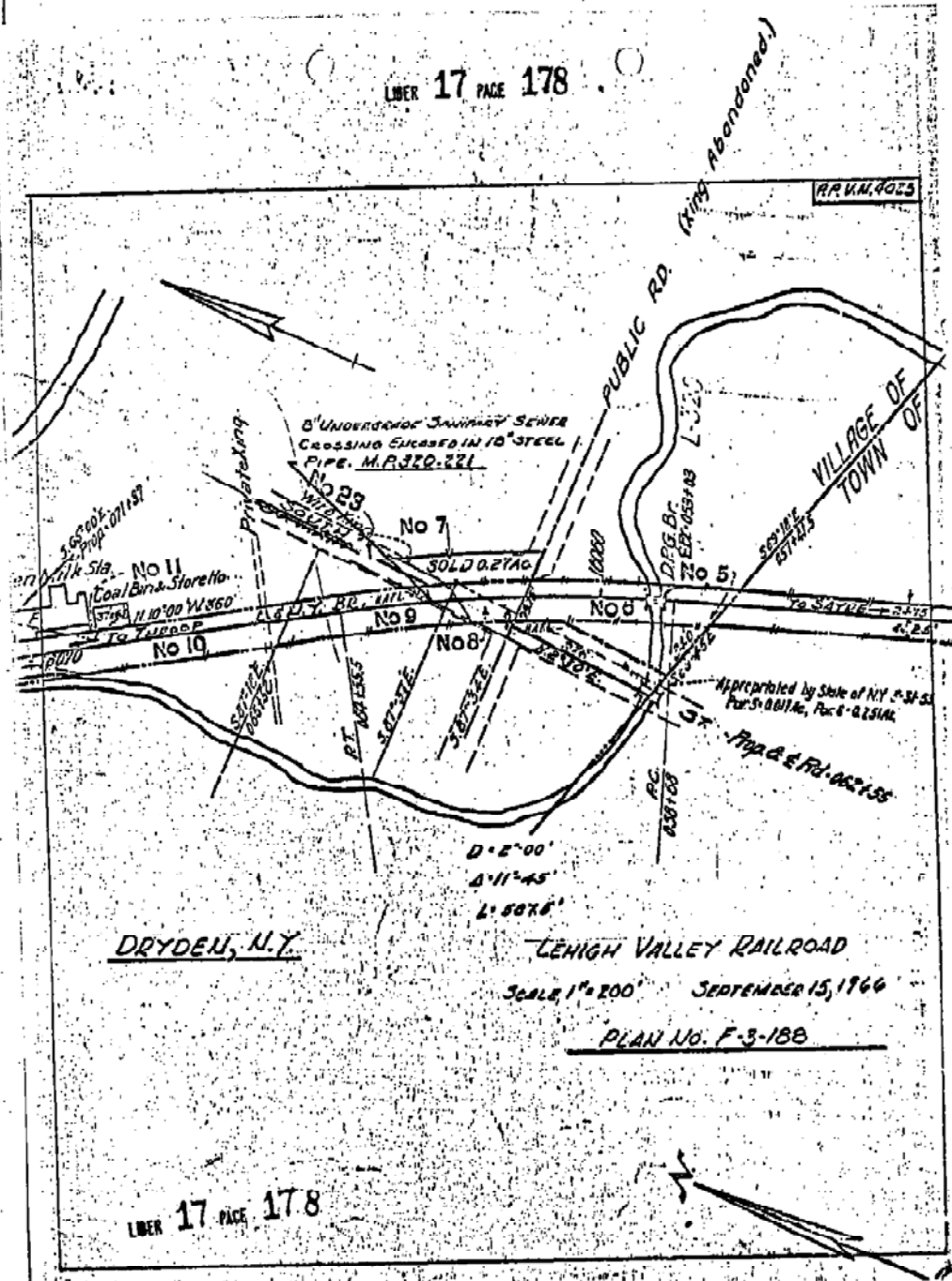
The Licensee shall compensate the Railroad for all damages it may sustain by reason of any loss of or injury to the property of the Railroad and shall release, indemnify and save harmless the Railroad from and against all damages, costs and expenses resulting from loss of life or property or injury to the person or property of any person or corporation including the Licensee and the officers, agents and employees of the Railroad and the Licensee and from and against all claims and actions for such loss or injury caused by or growing out of the existence or use or the construction, maintenance, change or removal of the facilities when not attributable solely to the negligence of the Railroad except that if any such loss or injury shall be caused by the joint negligence of the Railroad and the Licensee the same shall be borne or liability therefor shall be shared by them equally.

6. This license shall be terminable on thirty days' written notice given by the Railroad or Licensee except that upon breach by the Licensee of any provision hereof the Railroad may by written notice terminate the same forthwith or at a time to be specified in the notice. In the event of termination the Licensee shall forthwith remove the facilities from the property of the Railroad and restore said property to its former condition and upon its failure to do so the Railroad may effect such removal and restoration at the Licensee's expense. Until such removal and restoration all of Licensee's obligations hereunder shall continue.

7. All prior licenses running from the Railroad or a predecessor to the Licensee or a predecessor, to the extent that the present license is intended to supersede the same, are hereby cancelled.

8. This license shall be binding upon and enure to the benefit of the Railroad, the Licensee and their respective legal representatives, successors and assigns.

RR V.M. 4023



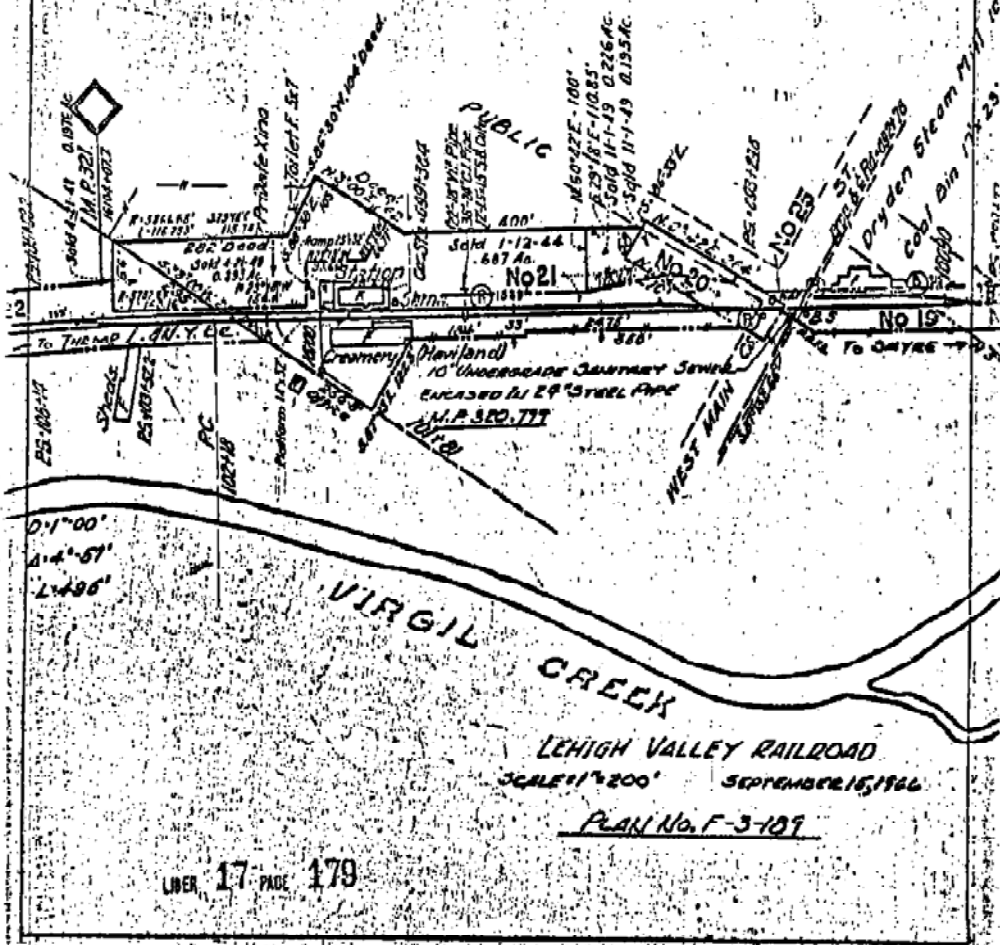
DRYDEN, N.Y.

LEHIGH VALLEY RAILROAD

SCALE 1" = 200' SEPTEMBER 15, 1966

PLAN NO. F-3-188

DRYDEN, N.Y.



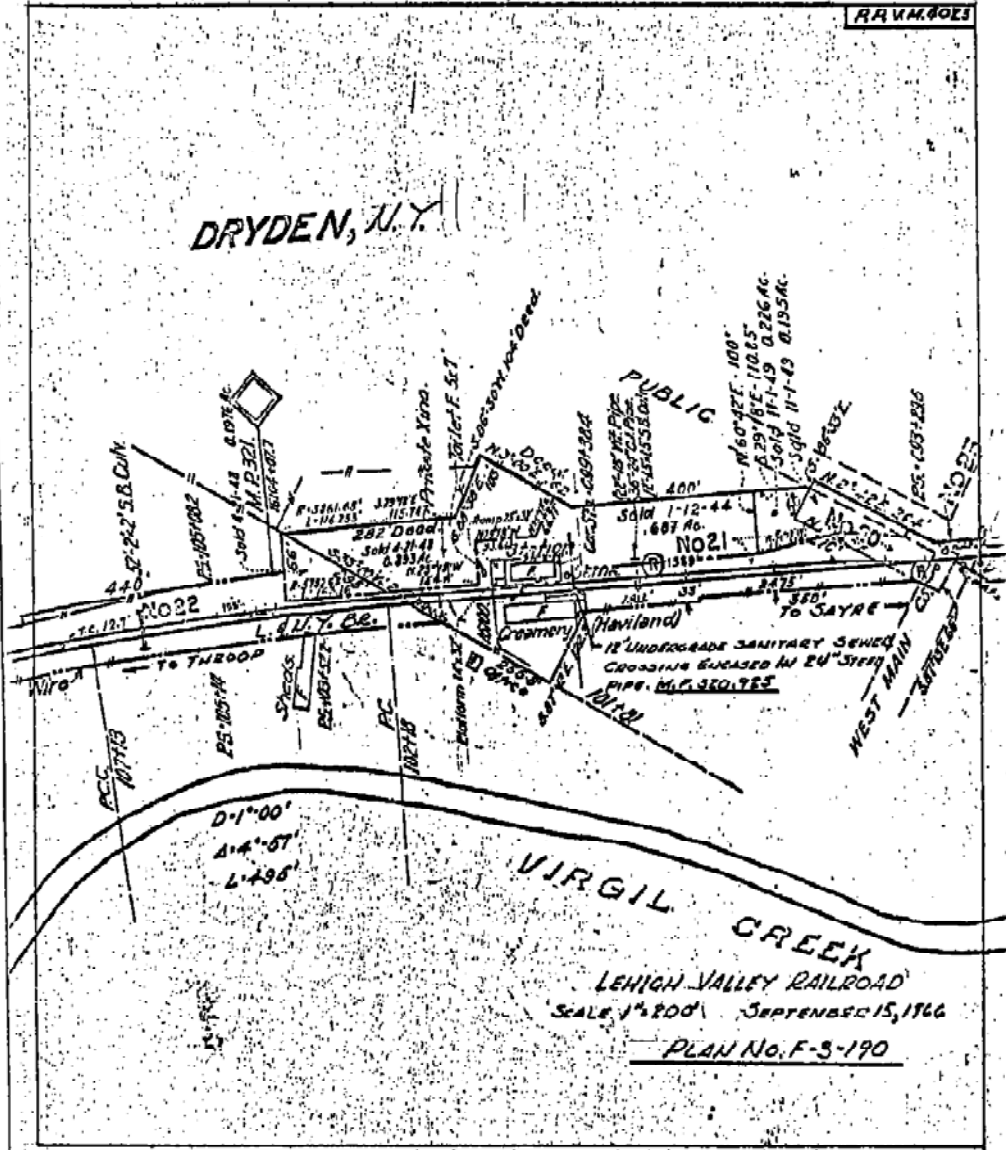
VIRGIL CREEK

LEHIGH VALLEY RAILROAD  
SCALE 1"=200' SEPTEMBER 15, 1966

PLAN No. F-3-109

RAVMM.0021

# DRYDEN, N.Y.



LEHIGH VALLEY RAILROAD  
 SCALE 1"=200' SEPTEMBER 15, 1966  
 PLAN No. F-3-190

A true copy of the original recorded on the 15<sup>th</sup> day of  
 May 1967, at 4:30 o'clock M., and examined.

*Sally Robinson*  
 Clerk

59

14

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of : In Proceedings for the  
LEHIGH VALLEY RAILROAD COMPANY, : Reorganization of a Railroad  
Debtor : Bankruptcy No. 70-432

ORDER NO. 2

ORDER APPOINTING TRUSTEES

The matter of the appointment of a trustee or trustees of the debtor's property having come on for hearing, it appearing to the Court that the debtor has given notice of this hearing as required by Order No. 1, and the Court having received the recommendations of parties in interest, and the Court being of the opinion that the appointment of two trustees would best serve the interests of all parties in interest, it is ORDERED:

1. That John F. Mash of Bethlehem, Pennsylvania, and Robert C. Haldeman of Arlington, Virginia, be, and they hereby are, appointed trustees of the debtor's property;

2. That the bond of each said trustee be and it is hereby fixed at \$50,000, conditioned to the effect that he will well and truly perform the duties of such trustee and

duly account for any moneys or properties which may come into his hands, and abide by and perform all things which he shall be directed by the Court to do;

3. That the appointment of the above-named trustees shall become effective upon ratification thereof by the Interstate Commerce Commission;

4. That said trustees shall within 10 days after such ratification by the Interstate Commerce Commission execute and file with the Clerk of this Court such bonds, with sureties approved by the Court, for the benefit of whom it may concern;

5. That said trustees shall thereafter be vested with all the title, and shall exercise subject to the control of this Court and consistent with appropriate provisions of the Bankruptcy Act all of the powers, of a trustee appointed pursuant to Section 44 of the Act; and, to the extent consistent with said Act, the powers of a receiver in an equity proceeding, including the power to operate the business of the debtor subject to the control of this Court and the jurisdiction of the Interstate Commerce Commission;

6. That following said ratification and upon the filing of such bonds, all of the properties, real and personal and mixed of the debtor shall be vested in the said trustees;

7. That said trustees shall have, following said ratification and filing of such bonds, all the rights.



privileges, powers and duties heretofore granted to or imposed upon the debtor pursuant to orders of this Court heretofore entered;

8. That following said ratification and upon filing such bonds, said trustees shall by this Order have authority and power to designate employees of the debtor to execute and deliver, as their agents, all instruments of every kind and nature whatsoever incidental to the operation of the property of the debtor;

9. That this Court reserves full right and jurisdiction pursuant to appropriate provisions of the Bankruptcy Act to make such further orders as the Court may deem proper with respect to regulation and control of the conduct of the said trustees;

10. That the Clerk of this Court shall forthwith transmit to the Interstate Commerce Commission, Washington, D. C., a certified copy of this Order to the end that the said Commission may determine upon the ratification of the appointments herein designated and may file with this Court its determination thereon.

Dated in Philadelphia, Pennsylvania, this 10th day of August, 1970.

*[Signature]*  
J.

FILED

A TRUE COPY OF THIS ORDER TO BE KEPT IN THE RECORD  
DATE: 11/2/70  
BY: *[Signature]*

Tomlin County, Pa. 1  
Recorded on the 1st day of December 1970 at  
11:58 o'clock A.M. in Liber 23 of New Series  
at Page 50 and examined  
*[Signature]* Clerk

14

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of : In Proceedings for the  
LEHIGH VALLEY RAILROAD COMPANY, : Reorganization of a Railroad  
Debtor : Bankruptcy No. 70-432

FILED

AUG 11 1970

ORDER NO. 2

JOHN J. WARDING, Clerk ORDER APPOINTING TRUSTEES  
Dep. Clerk

The matter of the appointment of a trustee or trustees of the debtor's property having come on for hearing, it appearing to the Court that the debtor has given notice of this hearing as required by Order No. 1, and the Court having received the recommendations of parties in interest, and the Court being of the opinion that the appointment of two trustees would best serve the interests of all parties in interest; it is ORDERED:

1. That John F. Nash of Bethlehem, Pennsylvania, and Robert C. Haldeman of Arlington, Virginia, be, and they hereby are, appointed trustees of the debtor's property;

2. That the bond of each said trustee be and it is hereby fixed at \$50,000, conditioned to the effect that he will well and truly perform the duties of such trustee and

Handwritten signature or mark.

privileges, powers and duties heretofore granted to or imposed upon the debtor pursuant to orders of this Court heretofore entered;

8. That following said ratification and upon filing such bonds, said trustees shall by this Order have authority and power to designate employees of the debtor to execute and deliver, as their agents, all instruments of every kind and nature whatsoever incidental to the operation of the property of the debtor;

9. That this Court reserves full right and jurisdiction pursuant to appropriate provisions of the Bankruptcy Act to make such further orders as the Court may deem proper with respect to regulation and control of the conduct of the said trustees;

10. That the Clerk of this Court shall forthwith transmit to the Interstate Commerce Commission, Washington, D. C., a certified copy of this Order to the end that the said Commission may determine upon the ratification of the appointments herein designated and may file with this Court its determination thereon.

Dated in Philadelphia, Pennsylvania, this 13<sup>th</sup> day of August, 1970.

**FILED**

AUG 11 1970

JOHN J. HARRING, Clerk  
 BY: *JPH* Dep. Clerk

*Richard P. Fullan*  
 J.  
 A TRUE COPY CERTIFIED TO FROM THE RECORD  
 DATE: 8/19/70  
 DEPUTY CLERK, UNITED STATES DISTRICT COURT  
 EASTERN DISTRICT OF PENNSYLVANIA

Recorded on the 19<sup>th</sup> day of August, 1970, at 11:23 A.M. in Liber 25, page 630.  
 Clerk of Court  
 Philadelphia, Pennsylvania

duly account for any moneys or properties which may come into his hands, and abide by and perform all things which he shall be directed by the Court to do;

3. That the appointment of the above-named trustees shall become effective upon ratification thereof by the Interstate Commerce Commission;

4. That said trustees shall within 10 days after such ratification by the Interstate Commerce Commission execute and file with the Clerk of this Court such bonds, with sureties approved by the Court, for the benefit of whom it may concern;

5. That said trustees shall thereafter be vested with all the title, and shall exercise subject to the control of this Court and consistent with appropriate provisions of the Bankruptcy Act all of the powers, of a trustee appointed pursuant to Section 44 of the Act; and, to the extent consistent with said Act, the powers of a receiver in an equity proceeding, including the power to operate the business of the debtor subject to the control of this Court and the jurisdiction of the Interstate Commerce Commission;

6. That following said ratification and upon the filing of such bonds, all of the properties, real and personal and mixed of the debtor shall be vested in the said trustees;

7. That said trustees shall have, following said ratification and filing of such bonds, all the rights,

99

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the matter of : In Proceedings for the  
Reorganization of a Railroad  
LEHIGH VALLEY RAILROAD COMPANY,  
Debtor : Bankruptcy No. 70-432

ORDER NO.

ORDER PERMITTING (1) BLANKET AUTHORITY TO  
SELL REAL PROPERTY FREE OF LIENS AND  
ENCUMBRANCES, IF ANY, NOT NEEDED IN THE  
OPERATION OF THE RAILROAD AND WHICH IN EACH  
CASE DOES NOT EXCEED IN VALUE THE SUM OF  
\$50,000.00; (2) SALE OF REAL PROPERTY LOCATED  
AT PERTH AMBOY, NEW JERSEY, FOR \$158,250.00

The Petition of the Trustees of the Debtor's property,  
praying for an order granting (1) blanket authority to sell real  
property free of liens and encumbrances, if any, not needed in  
the operation of the railroad and which in each case does not  
exceed in value the sum of \$50,000.00; (2) authority to sell real  
property located at Perth Amboy, New Jersey for \$158,250.00,  
having come on for hearing, it appearing to this Court that the  
Trustees have given notice of this hearing to all intervenors and  
parties entering their appearance in this case, it is Ordered:

1. The Trustees or their duly authorized designees  
are hereby authorized:

(a) to sell at private sale or exchange, free  
from all liens, from time to time, without notice, for the best  
prices or values obtainable, such of the real property of the  
Debtor referred to in Paragraph 1 of the Petition for this Order

as may be salable and is not needed in the operation of the Debtor's railroad or in the conduct of the Debtor's business, subject however, to the limitation that the amount involved in any single sale or transaction shall not exceed \$50,000;

(b) to sell to the State of New Jersey at private sale, free from liens, for a consideration of \$158,250.00 the real property referred to in Paragraph 2. of the Trustees' Petition for this Order; and

(c) to execute, acknowledge and deliver a good and sufficient deed to property so sold or exchanged;

PROVIDED, (i) that any such sale or exchange will be, according to the best knowledge, information and belief of the Trustees, permissible, absent a default, under the terms of any mortgage purporting to constitute a lien on the property sold or exchanged (but the documentation provided for under such mortgage shall not be required); (ii) that except in accordance with Section 77(o) of the Bankruptcy Act, no such transaction shall break the continuity of any line of railway upon which any mortgage constitutes a lien or eliminate access to any terminal or interchange point of any such line of railway; (iii) that all liens, including liens authorized by the Court, but excepting tax liens, upon any such property shall attach to any property received in exchange and to the net proceeds from any such sale or exchange, in the respective order of priorities thereof; (iv) that the expenses (other than attorney's fees) normally incident to such transactions of sale or exchange including the debtor's share of any realty transfer tax may be paid out of the proceeds thereof; and (v) that such net proceeds shall, subject to all liens, except tax liens, promptly be deposited by the Trustees in the Philadelphia National Bank located at Broad & Chestnut Streets, Philadelphia, Pennsylvania.

(vi) That prior to the completion of the sale of any property authorized by this order the Trustees shall give written notice to all lien holders of record having liens on the property to be sold, who did not receive notice of the hearing pursuant to which this order is entered, of the terms of sale together with a copy of this order and said lien holders shall have ten (10) days from the receipt of said notice to file a petition with this Court objecting to said sale. Failure of a lien holder to file an objection to said sale within ten (10) days of receiving notice of the sale shall bar him from subsequently raising an objection to said sale and the transferee of any property sold may then rely on this order to the same extent that he could have relied on instruments of release properly given by said lien holder.

2. The Trustees are authorized in their discretion to discharge liens for unpaid taxes incurred subsequent to July 24, 1970, on property sold pursuant to this Order by making payment of such taxes out of the proceeds from the respective sales of property to which such liens attached. To the extent that taxes remain unpaid, whether incurred prior or subsequent to July 24, 1970, on any property sold pursuant to this Order such property and the proceeds therefrom shall be divested of any liens for such taxes and the obligation of the Debtor to pay such taxes shall remain with the Debtor and retain the same priority with respect to all other obligations of the Debtor as existed prior to such sales. To the extent that taxes are paid out of the proceeds of the sale and, except for these proceedings, would have been payable by the Debtor from funds other than the proceeds of sale, the Debtor shall be obligated in such amount to the trustees of the mortgages constituting liens on the property so sold and such obligation shall retain the same priority with

respect to all other obligations of the Debtor as theretofore existed as between the Debtor and the applicable taxing authorities. Satisfaction of a mortgage by payment of all unpaid principal and interest shall cancel Debtor's obligation to the mortgage trustee by reason of Debtor's payment of taxes out of the proceeds of the sale.

3. The net proceeds realized pursuant to Paragraph 1 of this Order shall be held by The Philadelphia National Bank in a corporate trust account for the account of the trustees of all mortgages which purportedly constituted liens on the property from which the proceeds were derived and for the account of the Trustees of the Debtor. Upon direction of the Trustees of the Debtor the funds so deposited, and any portion thereof, shall be invested by The Philadelphia National Bank in short term securities of the United States Government, or in certificates of deposit of The Philadelphia National Bank. All funds so deposited, and investments so made, shall be held by The Philadelphia National Bank until further order of this Court and said account shall be maintained until further order of this Court.

4. No funds deposited with The Philadelphia National Bank pursuant to Paragraph 3 of this Order shall be withdrawn except after application to and upon order of this Court and except to pay for such additions and betterments to real or personal property as may be authorized by this Court and which are or will be subject to the same mortgage liens, and in the same order of priority as pertained to the property from which the deposited funds were derived. The Trustees are directed to give notice to trustees of all mortgages constituting liens on any portion of the property of the Debtor of all applications to this Court for authority to withdraw funds to make any such additions or betterments.



5. The interest earned on the funds deposited pursuant to Paragraph 3 of this order may be withdrawn by the Trustees to pay administration expenses, current operating expenses, and taxes without further order of Court, but only after ten (10) days' written notice to Trustees of all mortgages constituting liens on any portion of the property of the Debtor stating the purpose for the withdrawal, a copy of which shall be filed with the Court. A mortgage trustee may object to a withdrawal by filing a written objection with the Court prior to the date of withdrawal. Income not withdrawn by the Trustees shall be invested in the same manner as other proceeds of the sales as provided in Paragraph 3 of this order, but may be withdrawn at any time as prescribed in this paragraph. The provisions of this paragraph are without prejudice to the rights of all persons holding liens on the proceeds of any sale made pursuant to this order with respect to the net income earned on the fund remaining after withdrawals by the Trustees.

6. The Trustees are directed to furnish monthly statements within the first 20 days of the next following calendar month to the Court and to the trustees of all mortgages purporting to constitute liens on any portion of the property of the Debtor containing a detailed accounting of transactions effected during the preceding month (including appropriate identification of the property, transferee, consideration, date of transaction, amount of withdrawals, description of each addition and betterment made as provided above), a description of the mortgage affected (or mortgages, in the order of their priority) which to the best of the Trustees' information and belief, may constitute a lien on the property or proceeds involved in each such transaction, and a detailed accounting of the funds and investments held by the Philadelphia National Bank, including the identification of the portion of principal thereof which is subject to the lien of

each mortgage which purportedly constituted a lien on that portion of the property of the Debtor sold or exchanged pursuant to this Order, and where more than one lien exists the order of priority thereof. Any trustee of any mortgage purporting to constitute a lien upon any portion of the property of the Debtor shall have the right, at any time before final approval of any plan of reorganization herein (or before the termination of this proceeding if no such plan of reorganization shall be effected herein), to file objections to any such accounting (including but not limited to the allocation of the proceeds of any transaction reflected therein), and to have the same heard and determined in this proceeding.

7. The transferee of any property sold or exchanged pursuant to the terms hereof may rely on this Order to the same extent that he could have relied on instruments of release properly given by the trustee or trustees of mortgages purportedly constituting a lien on such property.

B. This Order shall remain in full force and effect until further order of this Court.

John P. Fullam

Dated: February 11, 1971

FILED

A TRUE COPY AS TAKEN FROM THE RECORD  
*[Handwritten signature]*

Tompkins County, NY  
Recorded on the 11th day of February, 1971, at 11:58 o'clock A.M., in Liber 23 and assigned at Page 758  
Day of December 1971  
of 1971  
and assigned  
*[Handwritten signature]* Clerk

60

99

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the matter of : In Proceedings for the  
Reorganization of a Railroad  
LEHIGH VALLEY RAILROAD COMPANY,  
Debtor : Bankruptcy No. 70-432

ORDER NO. 26

ORDER PERMITTING (1) BLANKET AUTHORITY TO  
SELL REAL PROPERTY FREE OF LIENS AND  
ENCUMBRANCES, IF ANY, NOT NEEDED IN THE  
OPERATION OF THE RAILROAD AND WHICH IN EACH  
CASE DOES NOT EXCEED IN VALUE THE SUM OF  
\$50,000.00; (2) SALE OF REAL PROPERTY LOCATED  
AT PERTH AMBOY, NEW JERSEY, FOR \$158,250.00

The Petition of the Trustees of the Debtor's property,  
praying for an order granting (1) blanket authority to sell real  
property free of liens and encumbrances, if any, not needed in  
the operation of the railroad and which in each case does not  
exceed in value the sum of \$50,000.00; (2) authority to sell real  
property located at Perth Amboy, New Jersey for \$158,250.00,  
having come on for hearing, it appearing to this Court that the  
Trustees have given notice of this hearing to all intervenors and  
parties entering their appearance in this case, it is Ordered:

1. The Trustees or their duly authorized designees  
are hereby authorized:

(a) to sell at private sale or exchange, free  
from all liens, from time to time, without notice, for the best  
prices or values obtainable, such of the real property of the  
Debtor referred to in Paragraph 1 of the Petition for this Order

FILED

FEB 18 1971

JOHN J. [Signature] Clerk  
By [Signature] Dep. Clerk

X

as may be salable and is not needed in the operation of the Debtor's railroad or in the conduct of the Debtor's business, subject however, to the limitation that the amount involved in any single sale or transaction shall not exceed \$50,000;

(b) to sell to the State of New Jersey at private sale, free from liens, for a consideration of \$158,250.00 the real property referred to in Paragraph 2 of the Trustees' Petition for this Order; and

(c) to execute, acknowledge and deliver a good and sufficient deed to property so sold or exchanged;

PROVIDED, (i) that any such sale or exchange will be, according to the best knowledge, information and belief of the Trustees, permissible, absent a default, under the terms of any mortgage purporting to constitute a lien on the property sold or exchanged (but the documentation provided for under such mortgage shall not be required); (ii) that except in accordance with Section 77(o) of the Bankruptcy Act, no such transaction shall break the continuity of any line of railway upon which any mortgage constitutes a lien or eliminate access to any terminal or interchange point of any such line of railway; (iii) that all liens, including liens authorized by the Court, but excepting tax liens, upon any such property shall attach to any property received in exchange and to the net proceeds from any such sale or exchange, in the respective order of priorities thereof; (iv) that the expenses (other than attorney's fees) normally incident to such transactions of sale or exchange including the debtor's share of any realty transfer tax may be paid out of the proceeds thereof; and (v) that such net proceeds shall, subject to all liens, except tax liens, promptly be deposited by the Trustees in the Philadelphia National Bank located at Broad & Chestnut Streets, Philadelphia, Pennsylvania.

(vi) That prior to the completion of the sale of any property authorized by this order the Trustees shall give written notice to all lien holders of record having liens on the property to be sold, who did not receive notice of the hearing pursuant to which this order is entered, of the terms of sale together with a copy of this order and said lien holders shall have ten (10) days from the receipt of said notice to file a petition with this Court objecting to said sale. Failure of a lien holder to file an objection to said sale within ten (10) days of receiving notice of the sale shall bar him from subsequently raising an objection to said sale and the transferee of any property sold may then rely on this order to the same extent that he could have relied on instruments of release properly given by said lien holder.

2. The Trustees are authorized in their discretion to discharge liens for unpaid taxes incurred subsequent to July 24, 1970, on property sold pursuant to this Order by making payment of such taxes out of the proceeds from the respective sales of property to which such liens attached. To the extent that taxes remain unpaid, whether incurred prior or subsequent to July 24, 1970, on any property sold pursuant to this Order such property and the proceeds therefrom shall be divested of any liens for such taxes and the obligation of the Debtor to pay such taxes shall remain with the Debtor and retain the same priority with respect to all other obligations of the Debtor as existed prior to such sales. To the extent that taxes are paid out of the proceeds of the sale and, except for these proceedings, would have been payable by the Debtor from funds other than the proceeds of sale, the Debtor shall be obligated in such amount to the trustees of the mortgages constituting liens on the property so sold and such obligation shall retain the same priority with

respect to all other obligations of the Debtor as theretofore existed as between the Debtor and the applicable taxing authorities. Satisfaction of a mortgage by payment of all unpaid principal and interest shall cancel Debtor's obligation to the mortgage trustee by reason of Debtor's payment of taxes out of the proceeds of the sale.

3. The net proceeds realized pursuant to Paragraph 1 of this Order shall be held by The Philadelphia National Bank in a corporate trust account for the account of the trustees of all mortgages which purportedly constituted liens on the property from which the proceeds were derived and for the account of the Trustees of the Debtor. Upon direction of the Trustees of the Debtor the funds so deposited, and any portion thereof, shall be invested by The Philadelphia National Bank in short term securities of the United States Government, or in certificates of deposit of The Philadelphia National Bank. All funds so deposited, and investments so made, shall be held by The Philadelphia National Bank until further order of this Court and said account shall be maintained until further order of this Court.

4. No funds deposited with The Philadelphia National Bank pursuant to Paragraph 3 of this Order shall be withdrawn except after application to and upon order of this Court and except to pay for such additions and betterments to real or personal property as may be authorized by this Court and which are or will be subject to the same mortgage liens, and in the same order of priority as pertained to the property from which the deposited funds were derived. The Trustees are directed to give notice to trustees of all mortgages constituting liens on any portion of the property of the Debtor of all applications to this Court for authority to withdraw funds to make any such additions or betterments.

5. The interest earned on the funds deposited pursuant to Paragraph 3 of this order may be withdrawn by the Trustees to pay administration expenses, current operating expenses, and taxes without further order of Court, but only after ten (10) days' written notice to Trustees of all mortgages constituting liens on any portion of the property of the Debtor stating the purpose for the withdrawal, a copy of which shall be filed with the Court. A mortgage trustee may object to a withdrawal by filing a written objection with the Court prior to the date of withdrawal. Income not withdrawn by the Trustees shall be invested in the same manner as other proceeds of the sales as provided in Paragraph 3 of this order, but may be withdrawn at any time as prescribed in this paragraph. The provisions of this paragraph are without prejudice to the rights of all persons holding liens on the proceeds of any sale made pursuant to this order with respect to the net income earned on the fund remaining after withdrawals by the Trustees.

6. The Trustees are directed to furnish monthly statements within the first 20 days of the next following calendar month to the Court and to the trustees of all mortgages purporting to constitute liens on any portion of the property of the Debtor containing a detailed accounting of transactions effected during the preceding month (including appropriate identification of the property, transferee, consideration, date of transaction, amount of withdrawals, description of each addition and betterment made as provided above), a description of the mortgage affected (or mortgages, in the order of their priority) which to the best of the Trustees' information and belief, may constitute a lien on the property or proceeds involved in each such transaction, and a detailed accounting of the funds and investments held by the Philadelphia National Bank, including the identification of the portion of principal thereof which is subject to the lien of

each mortgage which purportedly constituted a lien on that portion of the property of the Debtor sold or exchanged pursuant to this Order, and where more than one lien exists the order of priority thereof. Any trustee of any mortgage purporting to constitute a lien upon any portion of the property of the Debtor shall have the right, at any time before final approval of any plan of reorganization herein (or before the termination of this proceeding if no such plan of reorganization shall be effected herein), to file objections to any such accounting (including but not limited to the allocation of the proceeds of any transaction reflected therein), and to have the same heard and determined in this proceeding.

7. The transferee of any property sold or exchanged pursuant to the terms hereof may rely on this Order to the same extent that he could have relied on instruments of release properly given by the trustee or trustees of mortgages purportedly constituting a lien on such property.

8. This Order shall remain in full force and effect until further order of this Court.

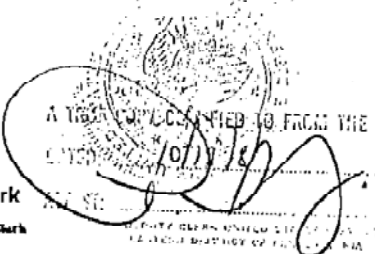
*John P. Fullen*

Dated: February 17<sup>th</sup>, 1971

**FILED**

FEB 17 1971

JOHN P. FULLEN, Clerk  
 By: *[Signature]* Dep. Clerk



Tompkins County, NY  
 Recorded on this 19<sup>th</sup> day of April 1971 at 11:28 o'clock A.M. in Liber 25 and Page 636  
 by *[Signature]* Clerk

V



61

4774

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of : In Proceedings for the  
LEHIGH VALLEY RAILROAD, : Reorganization of a  
Debtor : Railroad  
Bky. No. 70-432

MEMORANDUM AND ORDER NO. 139

Re: Deferral of Taxes

FULLAM, J.

December 4, 1972

The Trustees have petitioned for authority to defer payment of taxes. I have concluded that the petition should be granted.

I am satisfied that temporary deferral of tax payments is necessary in order to insure continued operation of the railroad; that the Trustees do not have, and have no immediate prospect of obtaining, sufficient cash to pay taxes and continue rail operations; and that the hardship to the local communities involved would be considerably greater if the railroad were to shut down, than it would be if the Trustees fail to pay taxes on a current basis.

No useful purpose would be served in setting forth here in detail the unsatisfactory financial condition of the Debtor's estate. Suffice it to say that unpaid interline accounts have been accruing at a rate in excess of \$400,000 per month during the entire re-organization; that the Trustees are presently unable to pay certain wage increases prescribed by collective bargaining agreements; and that the Trustees have applied for

government guarantee of trustees' certificates under the provisions of the Emergency Rail Services Act of 1970.

It is to be anticipated that some definitive resolution of the Debtor's problems will take shape within the next few months. The Trustees' ability to pay taxes will be under constant review, and the deferral authorization now granted will be limited to a period of one year.

John P. Fullam  
J.



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of : In Proceedings for the  
Lehigh Valley Railroad, : Reorganization of a  
Debtor : Railroad  
Bankruptcy 70-432

ORDER NO. 139

AUTHORIZING THE TRUSTEES  
TO DEFER PAYMENT OF CERTAIN TAXES

AND NOW, this 4<sup>th</sup> day of December, 1972, it is

ORDERED:

1. Any taxing entity which claims (i) that the Debtor's unpaid tax liability to such agency for the current year equals or exceeds 15% of the annual budget of such taxing entity for the current year; (ii) that under applicable law the budgeted revenue anticipated to be received from the Debtor cannot lawfully be obtained from other sources; and (iii) that deferral of payment of its said tax liability by the Debtor could result in serious curtailment of essential services by such taxing entity, may present verified proof of these facts to the Trustees not later than January 31, 1973. In all cases where such proof is presented, the Trustees shall be authorized to pay the taxes then due, and shall, not later than February 15, 1973, file in this Court a report setting forth what disposition has been made or is proposed to be made with respect to the tax claims in this category.

2. Until further Order of this Court, except as provided in paragraph 1 of this Order and except for the taxes described in paragraph 4 of the Trustees' Petition, the Trustees are directed to make no further payment of taxes to any taxing entity to which the Debtor is liable for payment of aggregate taxes which during 1972 exceeded \$1,000 and to which notice has been

given of the Order setting a hearing on this Petition; provided, however, that the Trustees in their discretion, and subject to such further Orders as the Court may from time to time enter, are authorized to pay such taxes as the Trustees shall determine, in the exercise of their business discretion, they should pay in the interests of the ultimate reorganization of the Debtor.

3. All persons and governmental entities are hereby enjoined from taking any action of seizure, foreclosure, tax sale, or any other action which would disturb the Trustees' continued use, occupancy, and possession of the properties owned or used by the Debtor, or which would deprive the Trustees of title thereto, or use thereof, by reason of the failure of Debtor to pay taxes.

*John P. Fullam*

J.

FILED

4. UNLESS OTHERWISE ORDERED, THIS ORDER SHALL EXPIRE IN DECEMBER 4, 1973.

*John P. Fullam*  
J.

TRUE COPY AS TAKEN FROM THE RECORD  
*John P. Fullam*

Tompkins County, ss  
Recorded on the 11<sup>th</sup> day of 11/58 at 10:00 o'clock A. M. in Liber 23 of 1158  
at Page 759  
Day of Dec 23 of 1973  
and signed *Walter Kinnell* Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

934

In the Matter of : In Proceedings for the  
LEHIGH VALLEY RAILROAD COMPANY, : Reorganization of a  
Debtor : Railroad  
: Bky. No. 70-432

ORDER NO. 266

AND NOW, this 8<sup>th</sup> day of August, 1974, upon considera-  
tion of a letter to this Court from John F. Nash expressing his  
wish to resign as a Trustee effective August 12, 1974, it is  
ORDERED that:

1. The resignation of John F. Nash as a Trustee of  
the Debtor's property is accepted, with deep regret, as of  
August 12, 1974.
2. The suraty of his bond filed in these proceedings  
is exonerated from any liability by reason of causes arising after  
August 12, 1974.
3. Effective as of August 13, 1974, Robert C. Maldeman  
is authorized to continue to act as Trustee of the property of the  
Debtor, to conduct the affairs of the Debtor's estate, and to exer-  
cise all of the rights, privileges, powers, and duties granted to  
or imposed upon the Trustees under Order No. 2 and other Orders of  
this Court herein regulating and controlling the conduct of the  
Trustees.
4. The Clerk shall transmit a copy of this Order to  
the Interstate Commerce Commission.


  
 Received on this \_\_\_\_\_ day of \_\_\_\_\_ 1974  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in Liber \_\_\_\_\_  
 at Page \_\_\_\_\_

John P. Fallon  
 \_\_\_\_\_  
 Day of \_\_\_\_\_ 1974  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

62

LIBEN 23 PAGE 784

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of: In Proceedings for the  
LEHIGH VALLEY RAILROAD COMPANY, Reorganization of a Railroad  
Debtor Bankruptcy No. 70-132

FILED

OCT 10 1978

PETITION OF THE TRUSTEE FOR A FURTHER EXTENSION  
OF TIME FOR DEFERRING PAYMENT OF CERTAIN TAXES  
ROBERT C. HALDEMAN, Clerk

ROBERT C. HALDEMAN, Trustee of the Lehigh Valley

Railroad Company, Debtor herein, respectfully represents to the  
Court:

1. Order No. 139 (Docket No. 474) previously entered  
herein authorized the Trustees of Debtor to defer the payment of  
certain taxes. By subsequent orders entered herein, the provi-  
sions of Order No. 139 on deferral of taxes have been extended  
to November 1, 1978.

2. The Trustee's best estimate of 1978 taxes is  
\$365,000. Of this amount the Trustee believes approximately  
\$30,000 in taxes will be payable to approximately 90 tax collecting  
agencies for tax bills of less than \$1,000 per year. During the  
calendar year ending December 31, 1977, the Trustee paid \$30,620  
in taxes to approximately 90 tax collecting agencies for tax  
bills of less than \$1,000 per year.

3. Because of the present financial condition of the  
Debtor's estate, the Trustee does not have the funds to pay the  
taxes to be deferred as described in Paragraph 2. The Trustee  
believes he should continue to pay those taxes which are small

in amount and have been paid in the past as the deferral of these taxes would be a costly nuisance to the Debtor and the agencies involved.

4. Unless the time within which the Debtor may defer payment of taxes is extended, the Trustee believes that the tax collecting agencies may seek, as required by law, to institute legal action to compel payment or invoke other rights of collection as may exist under local law. The Trustee is of the opinion, and therefore alleges, that any such action would interfere with and disrupt the reorganization of the Debtor's estate.

WHEREFORE, the Trustee prays that Orders be entered herein:

- (1) Extending the provisions of Order No. 139 in these proceedings (relating to deferral of certain taxes) until March 1, 1979 or until such other date as the Court may hereafter specify.
- (2) Ordering the Trustee to send copies of the Order to all persons customarily notified in these proceedings.
- (3) Granting such other and further relief as the Court deems appropriate.

LEHIGH VALLEY RAILROAD COMPANY

By: Robert C. Haldeman  
Robert C. Haldeman, Trustee

DUANE, MORRIS & HECKSCHER

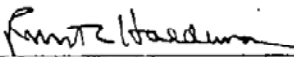
By: Robert L. Pratter  
Robert L. Pratter

Dated: October 9, 1978

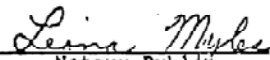
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF NORTHAMPTON :        "

ROBERT C. HALDEMAN, being duly sworn, deposes and says that he is Trustee of Lehigh Valley Railroad Company, Debtor, and is duly authorized to make the above Petition on its behalf, and that the statements contained in said Petition are true and correct to the best of his knowledge, information and belief.

  
Robert C. Haldeaman

Sworn to and subscribed  
before me this 6th day  
of October, 1978.

  
Notary Public

My Commission Expires:

LEONA MYLES, Notary Public  
Bethlehem, Northampton Co., Pa.  
My Commission Expires May 19, 1980





2244

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of: : In Proceedings for the  
LEHIGH VALLEY RAILROAD COMPANY, : Reorganization of a Railroad  
Debtor : Bankruptcy No. 70-432

ORDER NO. 515

AND NOW, this 13<sup>th</sup> day of Octm, 1978, it

is ORDERED:

1. That the provisions of Order No. 139 in these proceedings (relating to deferral of certain taxes) shall remain in effect until Nov 1, 1978, or until such other date as this Court may hereafter specify.

2. That the Trustee shall send copies of this Order to all persons customarily notified in these proceedings.

J. P. Fuller

FILED IN THE RECORD  
[Signature]

Tempkins-Crumm, Jr.  
Recorded on the 1<sup>st</sup> Day of December 1978  
at 11:30 a'clock P. M., in Libar  
at Page 147  
and Examined  
[Signature]

63

1234

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of : In Proceedings for the  
LEHIGH VALLEY RAILROAD COMPANY, : Reorganization of a  
Debtor : Railroad  
: Bky. No. 70-432

ORDER NO. 266

AND NOW, this 8<sup>th</sup> day of August, 1974, upon considera-  
tion of a letter to this Court from John P. Nash expressing his  
wish to resign as a Trustee effective August 12, 1974, it is  
ORDERED that:

1. The resignation of John P. Nash as a Trustee of  
the Debtor's property is accepted, with deep regret, as of  
August 12, 1974.
2. The surety of his bond filed in these proceedings  
is exonerated from any liability by reason of causes arising after  
August 12, 1974.
3. Effective as of August 13, 1974, Robert C. Haldeman  
is authorized to continue to act as Trustee of the property of the  
Debtor, to conduct the affairs of the Debtor's estate, and to exer-  
cise all of the rights, privileges, powers, and duties granted to  
or imposed upon the Trustees under Order No. 2 and other Orders of  
this Court herein regulating and controlling the conduct of the  
Trustees.
4. The Clerk shall transmit a copy of this Order to  
the Interstate Commerce Commission.

Tompkins County, N.Y. 1974  
Recorded on the 19<sup>th</sup> day of April 1974  
in Page 637 of Liber 25  
and indexed  
in Page 637 of the  
Docket  
D. J. Haldeman, Clerk

FILED  
AUG 28 1974  
D. J. Haldeman, Clerk

ATTEST:  
DEPUTY CLERK OF THE UNITED STATES DISTRICT COURT OF THE  
EASTERN DISTRICT OF PENNSYLVANIA  
J.

64

3447

1976 558 97

Notice of Statutory Preferential Right to Acquire Railroad Property

### Know all Men by these Presents.

That § 18 of the Transportation Law accords the COMMISSIONER OF TRANSPORTATION a preferential RIGHT TO ACQUIRE, for and in behalf of the People of the State of New York for use in the future for transportation purposes as in said Section described, ANY PROPERTY WHICH WAS ACQUIRED BY THE Lehigh Valley Railroad Company or its <sup>predecessors in title</sup> FOR THE PURPOSE OF OPERATING A RAILROAD thereon and which is owned by said railroad company and located within the State of New York and the County of Tompkins and which has been abandoned for railroad purposes and that the said Lehigh Valley Railroad Co. or its Trustees may not dispose of any such property without first having obtained a release of such preferential right from the undersigned or his successor.

Upon application, specifying the real property the railroad company seeks to dispose of, the Commissioner will issue such a release and cause same to be filed in the Office of the Clerk of Tompkins County in the same place and manner as filing of this notice has been effected, if pursuant to the procedures prescribed by said § 18 and by any Rules and Regulations adopted pursuant thereto, he has determined that such preferential right will not be exercised with respect to the specified real property.

Property subject to said statutory preferential right includes lands, waters, rights in lands or waters, structures, franchises and interests in land, including lands under water and riparian rights and any and all other things and rights usually included within said term and includes also any and all interests in such property less than full title, such as easements permanent or temporary, rights of way, uses, leases, licenses, and all other incorporated hereditaments and every estate, interest or right legal or equitable.

Dated: August 9, 1976

*Anthony J. Caslao*  
Principal Right of Way Agent  
in Charge, Real Estate Division  
For Commissioner of Transportation

STATE OF NEW YORK :  
COUNTY OF ALBANY : ss  
CITY OF ALBANY

TEM 551 (1/76)

On this 9<sup>th</sup> day of August 1976 before me personally appeared Anthony J. Caslao to me known and known me to be the person who executed the foregoing NOTICE and he duly acknowledged to me that he executed the same.

*John J. Kennedy*  
Notary Public

Tompkins County: ss  
Recorded on this 12<sup>th</sup> day of August 1976 at 11:59 o'clock P. M. in the County of Tompkins, New York  
at Page 97

*Richard J. Hummel* Clerk

NOTARY PUBLIC  
Qualifies 10/10/77

65

4422

566 1139

LD 304

ROBERT C. HALDEMAN  
TRUSTEE OF THE PROPERTY OF

NO. LV 34

LEHIGH VALLEY RAILROAD COMPANY

PRIVATE ROAD CROSSING, DRIVEWAY, LOADING DOCK & MISCELLANEOUS INSTALLATIONS

AGREEMENT, made September 1, 1977 between LEHIGH VALLEY RAILROAD COMPANY (the "Railroad") and the undersigned "Licensee".

In consideration of the mutual covenants herein contained, it is agreed:

Licensee shall have the right, subject to existing encumbrances and to the terms and conditions set forth below and on the reverse hereof, to construct, maintain and use or use as heretofore constructed across, upon or adjacent to the tracks, right of way and lands of the Railroad, the installation described below and on the attached plan. The Licensee agrees to pay to the Railroad in advance, ~~the sum of \$1,000.00 per year~~ the lump sum payment

the lump sum payment

The Town of Dryden, N. Y. is granted the perpetual right, liberty and easement to construct, maintain and use or use as heretofore constructed a ~~private~~ road grade crossing across the right-of-way and facilities of Robert C. Haldean, Trustee of the Property of the Lehigh Valley Railroad Company, Debtor, as shown in yellow colors on the attached map.

Installation: Private Road Grade Crossing 20 ft. in width constructed of bituminous macadam surface on stone base.

Location: M.P. 55+330, Cortland Br., Town of Dryden, N. Y.

Effective date: September 1, 1977 Termination: \_\_\_\_\_

~~Minimum annual rental: \$1,000.00~~ \$1,000.00 lump sum payment in lieu of annual rental

Deposit: None Fee for preparation: None Charge for signs: None

Number and date of plan: D-7-99, dated August 1, 1968

Agreements cancelled: B-937, dated Jan. 6, 1969 with Mnorr, Inc.

If contractor's temporary crossing, state purpose: \_\_\_\_\_

RESTRICTIONS

Facilities covered: Entire installation.

Public liability: one person \$ 250,000.00 one accident \$ 500,000.00

Property damage: one accident \$ 250,000.00

\* If contractor's temporary crossing involved see attached insurance rider dated \_\_\_\_\_

Any waiver by the Railroad of any of its rights herein shall not be deemed a waiver as to any breach of covenant subsequently occurring.

This agreement shall be binding upon and ensure to the benefit of the parties hereto and their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

RECEIVED  
REAL ESTATE  
354 SEP 12 1978  
TRANSFER TAX  
TOMPKINS  
COUNTY

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

By: Robert C. Haldean

Trustee  
Licensee: Town of Dryden, N. Y.

By: William G. [Signature]

Attest: [Signature]

Title: TOWN CLERK

STATE ROAD No. 8

1/2 SEASONS

MILES

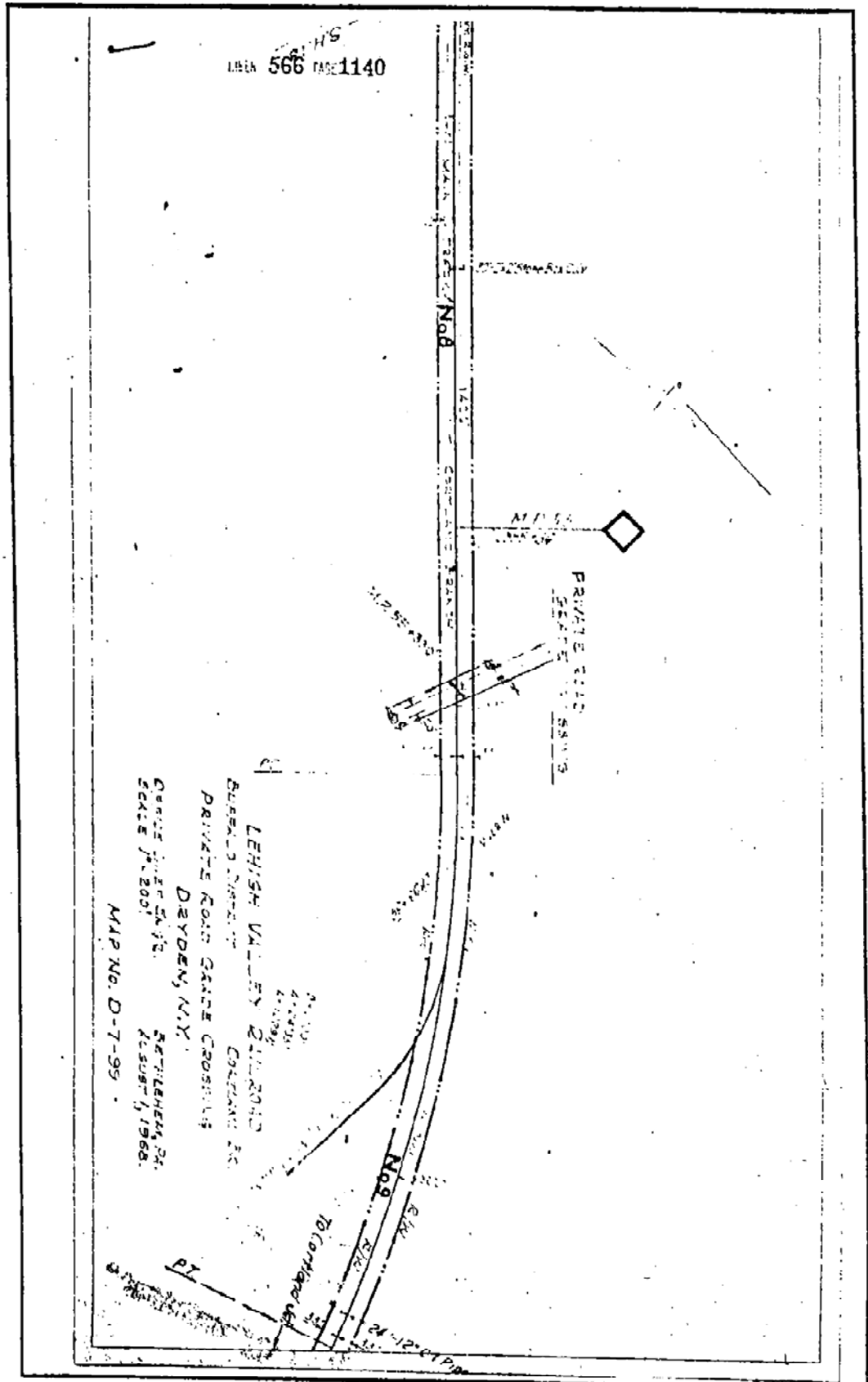
PRIVATE ROAD  
SEAFIELD FARMS

LEHIGH VALLEY RAILROAD  
BUREAU STREET  
PRIVATE ROAD GAUGE CROSSING  
DEYDEN, N.Y.  
GEORGE J. DEYDEN, JR.  
SCALE 1/8" = 200'  
FETTERBERG, PA.  
AUGUST 1, 1968.  
MAP No. D-7-99

No. 9

To (containing use)

PA 12-21-12



STANDARD TERMS AND CONDITIONS

1. The Licensee at its expense shall furnish all necessary labor and materials. It shall maintain said installation in good order and agree promptly to make necessary repairs after notice from the Railroad to do so, in default of which such repairs may be made by the Railroad at the expense of the Licensee. The installation shall be constructed, maintained and used (1) under the direction and to the satisfaction of the Railroad, including time of performance or use and quality and quantity of materials used and (2) without limiting the foregoing, so as not to interfere with the operations of the Railroad or the use of the Railroad's right of way or lands. After completion of any work hereunder the tracks, right of way and lands of the Railroad shall be left in as good condition as they were prior thereto. During the performance of any work hereunder, the Licensee agrees to take whatever precautions the Railroad deems necessary for the safety of the Railroad's operations. If the installation includes a road crossing the Licensee shall install railroad crossing warning signs on both sides of the tracks, or pay the Railroad the installation charge shown on the face hereof. Hoppers and pits shall be kept safely covered when not in use.

2. In cases where the privilege hereby granted is for a contractor's temporary crossing the same shall be restricted to the purpose stated on the face hereof and the Railroad at its option may furnish engineers, flagmen and inspectors at the expense of the Licensee in connection with the performance of any work hereunder by the Licensee or in connection with any use of the said installation. The furnishing of said engineers, flagmen or inspectors by the Railroad shall not relieve the Licensee of any of its obligations hereunder. The said engineers, flagmen and inspectors shall be regarded as employees of the Licensee and the Railroad does not assume any responsibility for their acts or omissions.

3. The Railroad's trains, engines, cars and other rolling equipment shall at all times have the right of way at the location of the installation and whenever they are operating in the vicinity all attempts to cross the Railroad's tracks by the Licensee, its officers, employees, servants, agents, invitees and subcontractors shall cease.

4. The Licensee shall at all times keep the portions of said installation on Railroad property clear of obstructions, including snow, ice and debris upon default of which the Railroad may, at its option, do such work at the Licensee's expense.

5. The Railroad retains the right to use its lands and right of way as fully as though this agreement had not been made, including without limitation the right to make changes in the location or manner of construction of its tracks and to lay additional tracks and to require Licensee at its own expense to make any changes in the installation necessitated thereby, all without liability to the Licensee.

6. The Licensee shall compensate the Railroad for all damages it may sustain by reason of any loss of or injury to its property and shall release, indemnify and save harmless the Railroad from and against all damages, costs and expenses resulting from loss of life or property or injury or damage to the person or property of any person or corporation including the Licensee, and the officers, employees, servants, agents and subcontractors of the Licensee and the Railroad and from and against all claims and actions for such loss or injury caused by or growing out of the existence or use of the construction, maintenance, change or removal of the installation when not attributable solely to the negligence of the Railroad. In any case where such loss or injury shall occur by reason of a departure from Article 9 below, Licensee's said liability for compensation and indemnity shall exist notwithstanding Railroad negligence. Exceptions shown on attached plan and permitted under Article 9 shall also be subject to the foregoing provision for liability notwithstanding Railroad negligence. The Licensee releases the Railroad from liability for any injury that may be done to said installation or interference with the use thereof by reason of any operations of the Railroad, whether due to negligence of the Railroad or otherwise.

*W.H. [Signature]*

7. The Licensee agrees to obtain and keep in force at its expense policies of insurance with an insurer satisfactory to the Railroad, specifically referring to and insuring the liabilities above assumed and in the amounts set forth on the face hereof. Certificate of such insurance shall be furnished to the Railroad bearing an endorsement guaranteeing that the insurer will give thirty (30) days' notice of any material change in or cancellation of this insurance, to Lehigh Valley Railroad Company, 425 Brighton St., Bethlehem, Pa. 18015. The insurance shall not enter upon the Railroad's property until the Railroad shall have approved such evidence of insurance.

8. Upon breach by the Licensee of any provision hereof the Railroad may by written notice terminate this agreement forthwith; otherwise this agreement shall continue in effect until terminated by written notice of termination from either party to the other, effective forthwith, or if a specific notice period is set forth on the face hereof, then at the termination of such period. In the event of termination the Licensee shall forthwith remove the installation from the Railroad's property, restore the said property to its former condition and, where necessary in the opinion of the Railroad, erect barricades to prevent further use thereof. Upon its failure to do so the Railroad may effect such removal, restoration and barricading at the Licensee's expense, and until the completion thereof all of the Licensee's obligations hereunder shall continue. As security for performance by the Licensee in this regard the Licensee shall deposit with the Railroad a surety bond or cash in the amount set forth on the face hereof, said cash to be returned or accounted for to the Licensee at the time of termination.

9. Except as shown on attached plan, no Licensee shall allow any structure or obstruction to remain over any sidetrack or adjacent thereto at any point nearer than twenty-two feet (22') measured vertically above top of rail if structure is over the sidetrack or nearer than eight feet, six inches (8'6") measured laterally from the center line of any straight portion or nearer than eight feet, six inches (8'6") plus the middle ordinate of a sixty ft. (60') chord thereof to the center line of any curved portion of said sidetrack except that said vertical clearance may be reduced to eighteen feet (18') above top of rail and said lateral clearance may be reduced to eight feet (8') at entrances to and inside buildings and that platforms erected adjacent to any sidetrack extending not more than four feet (4') vertically above top of rail may have a lateral clearance of eight feet (8') from the center line of said sidetrack providing a full eight foot, six inch (8'6") clearance is maintained on opposite side of track or the track center in any adjacent track is not less than fourteen feet (14'), said clearances being for straight track only and curvatures to be compensated for as outlined above; wires and cables shall have a clearance of twenty-seven feet (27') above top of rail.

10. The Licensee shall reimburse the Railroad promptly for any taxes assessed by reason of such installation.

11. All prior agreements, specified on the face hereof, between the parties hereto or their predecessors are hereby cancelled.

Lehigh Valley Railroad Company, 425 Brighton St., Bethlehem, Pa. 18015  
Day of [blank] 19[blank]  
at [blank] M. in Lib. [blank] and [blank] of [blank] County, Pa.  
at page [blank]

P.L.N. 353. 5-20-01  
Page # 6928

5146 U.L.K. 574 PAGE 803

ROW 51-30 (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

DESCRIPTIONS AND MAPS  
MAP NOS. 10 18, 19  
PARCEL NOS.

PROJECT:  
VANIA CROSSING  
S.E. 5225  
TOMPKINS COUNTY  
TOWN OF DELTON

NOTICE OF APPROPRIATION

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

TO: ROBERT C. HANDEMAN, as Trustee of the  
Property of Lough Valley Railroad Company, Debtor

GEORGE TRUST BANK, as Trustee  
CREDITICAL BANK, as  
Successor Trustee

NEW YORK STATE ELECTRIC  
NEW YORK STATE ELECTRIC

& GAS CORPORATION  
FAIR SERVICE ELEC. on the 12 day of January, 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 17th day of DECEMBER, 1978,

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: DEC 6 1978  
BY: J.E. COLLISON,  
Director of Real Property Affairs Div.

FILE  
1137

10  
12 & 13  
SHEET 1 OF 1 SHEETS

Dec 6 9 29 AM '78  
TOMPKINS COUNTY  
CLERK'S OFFICE

Tompkins County, ss  
Recorded on the 16th day of Dec 1978  
at Page 1137 of Liber 515 and examined  
K. Miller

69