

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

1934

In the Matter of : In Proceedings for the
LEHIGH VALLEY RAILROAD COMPANY, : Reorganization of a
Debtor : Railroad
: Bky. No. 7Q-432

ORDER NO. 266

AND NOW, this 8th 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 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.

140978

 Recorded on this 11th day of August 1974 at Page 266

John P. Fallon J.
 Day of August 1974
 at Page 266
 and examined
 Clerk

47

LIBER 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. JOHN J. HALLING, 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 provisions 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

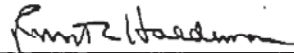
By: Robert L. Pratter
Robert L. Pratter

Dated: October 9, 1978

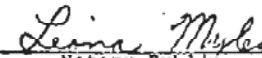
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF NORTHAMPTON : SS

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. Haldeman

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



48

1234

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

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

ORDER NO. 266

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tion of a letter to this Court from John F. Nash expressing his
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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.

Tomkins County, N.Y. in Liber 25 of April 1974
Recorded on the 25th day of April 1974
by Page 637
D. J. Shimell, Clerk

FILED
AUG 28 1974
Clerk

A TRUE COPY RETURNED TO FROM THE...
DEPUTY CLERK OF THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

49

3447

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 predecessors in title 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 incorporeal hereditaments and every estate, interest or right legal or equitable.

Dated: August 9, 1976

Anthony J. Casino
Principal Right of Way Agent
for Director, Real Estate Division
For Commissioner of Transportation

STATE OF NEW YORK :
COUNTY OF ALBANY : ss
CITY OF ALBANY

On this 9th day of August 1976 before me personally appeared Anthony J. Casino 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

TELEPHONE

Tompkins County Clerk
Recorded on 12/26/76
11:59 o'clock P.M. 1976
at Page 77
BOND & SURETY
NOTARY PUBLIC
Qualification
1977

50

4422

566 1139

LD 204

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 set forth below.

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. Haldeман, 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: _____

\$1,000.00 lump sum payment in lieu of annual rental

Deposit: None Fee for preparations: 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 MNOFX, Inc.

If contractor's temporary crossing, state purpose: _____

INSURANCE

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 enure 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
SEP 12 1978
TRANSFER TAX
TOMPKINS COUNTY

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

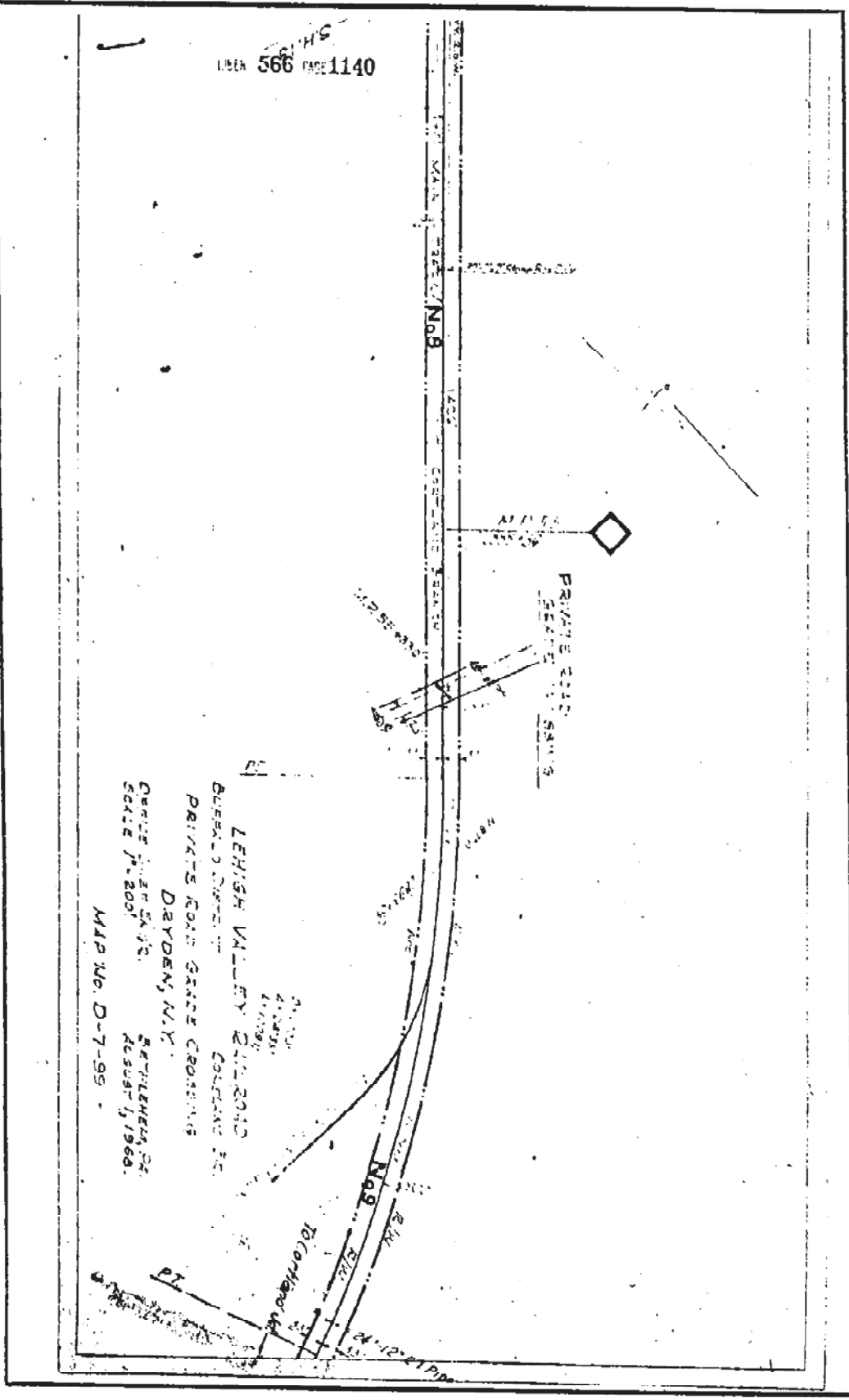
By: Robert C. Haldeман

Trustee
Licensee: Town of Dryden, N. Y.

By: [Signature]

Attest: [Signature]

Title: Town Clerk



LEHIGH VALLEY 2412 ROAD
 PRIVATE ROAD GRACE CROSSINGS
 DAYDEN, N.Y.
 GEORGE W. H. S. S. S.
 SCALE 1" = 200'
 AUGUST 1, 1968.

M.P. No. D-7-95

15

File # 522. 201
No. 6228

5146 LEB 574 ME 803

ROW 91-83 (1/80)
(Section A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL PROPERTY DIVISION

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

PROJECT:

YARMA CROSSING
S.E. 5225
TOPPINS COUNTY
TOWN OF DEWITT

DESCRIPTIONS AND MAPS
MAP NOS. 10 12, 13
PARCEL NOS.

FILE
1137

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

NOTICE OF APPROPRIATION

TO: ROBERT C. HALDERMAN, as Trustee of the
Property of Litch Valley Railroad Company, Debtor
GRAND TRUST BANK, as Trustee
CHEMICAL BANK, as
Successor Trustee
NEW YORK TELEPHONE COMPANY
NEW YORK STATE ELECTRIC
& GAS CORPORATION
and
ALL PERSONS who list 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, 19 79,
there was filed in the office of the clerk of the county, in which such property is
situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights
described in said descriptions and maps vested in The People of the State of New York upon
such filing in the office of said county clerk.

COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK
Dated: Dec 6, 1979
BY: J.L. COLLISON,
Director of Real Property Service M.T.



10
12 & 13
SHEET 1 OF 1 SHEETS

Dec 6 9 29 AM '79
FILED
TOPPINS COUNTY
CLERK'S OFFICE

Tompkins County, N.Y.
Recorded on the 6th day of Dec 1979
at _____ o'clock _____ M. in Liber _____ and exempted.
at Page _____
Scribble

53

1395

OPTION AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of April, 1980, by and between ROBERT C. HALDEMAN, Trustee of the property of LEHIGH VALLEY RAILROAD COMPANY, 415 Brighton Street, Bethlehem, Pennsylvania 18015, herein called "Optionor", and the TOWN OF DRYDEN, a municipal corporation situate in Tompkins County in the State of New York, herein called the "Optionee".

1. In consideration of the sum of TWO THOUSAND NINE HUNDRED FIFTY and no/100 (\$2,950.00) DOLLARS, paid by Optionee to Optionor the receipt of which is hereby acknowledged, and other good and valuable consideration, Optionor hereby grants to Optionee, its successors and assigns, the exclusive right and option to buy property situate in the Town of Dryden, County of Tompkins and State of New York, more particularly described in Exhibit B, attached hereto and made a part hereof by reference, together with the improvements thereon, if any, for the sum of TWENTY-NINE THOUSAND FIVE HUNDRED (\$29,500.00) DOLLARS, hereinafter called the purchase price.

2. Attached to and made a part hereof by reference as Exhibit A is a Purchase-Sale Agreement between the Optionor and the Optionee.

3. In the event that the Optionee exercises the Option, as hereinafter provided, then the terms of that Purchase-Sale Agreement shall apply to the sale and conveyance of said real property.

4. If the Optionee purchases the property subject to this agreement, the consideration paid for this Option, to wit: TWO

TOWN OF DRYDEN
62 EAST MAIN STREET
DRYDEN, NEW YORK
14838

THOUSAND NINE HUNDRED FIFTY (\$2,950.00) DOLLARS, shall be applied to the purchase price.

5. If the Optionee desires to exercise the Option, then the Optionee shall execute the Purchase-Sale Agreement appended hereto as Exhibit A, and deliver that executed agreement to the Optionor within the period of eighteen (18) months from the date this Option is executed.

After delivery of the Agreement executed by the Optionee to the Optionor within the period provided in this Option Agreement, the closing, sale and conveyance of the property shall proceed as set forth in said Purchase-Sale Agreement. The Optionor, by the execution of this Option Agreement, hereby deems said Purchase-Sale Agreement to be accepted and executed by them, provided notice to them of the exercise of this Option by the Optionee and delivery of the same is timely given.

6. All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States mails properly stamped and addressed to the party for whom intended at the party's above listed address, or when delivered personally to said party.

7. This Option Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns.

IN WITNESS WHEREOF, the Optionor has duly executed this Agreement the date and year first above written.

TOWN OF DRYDEN
62 EAST MAIN STREET
DRYDEN, NEW YORK
13822

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

by L. M. Norwood
Vice-President - Properties

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF NORTHAMPTON) SS.:

On this 24th day of April, 1980, before me came Lloyd M. Roseworthy, Vice-President - Properties, to me known and known to me, to be the Vice-President - Properties for the Lehigh Valley Railroad Company, and the person described in and who executed the foregoing instrument, on behalf of the Trustee.



Leona Hyles
NOTARY PUBLIC

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

TOWN OF BRYDEN
68 EAST MAIN STREET
BRYDEN, NEW YORK
12008

BOOK 576 PAGE 934

Real Estate Department
 Lehigh Valley Railroad Company
 415 Brighton Street
 Bethlehem, Pennsylvania 18015

Date: _____

Gentlemen:

~~TOWN OF DRYDEN, a municipal corporation whose address is~~
~~65 East Main Street, Dryden, New York 13053.~~
 hereinafter called the Buyer, hereby offers to purchase property of the Lehigh Valley Railroad Company, hereinafter sometimes called the Seller, situate in the Town of Dryden, County of Tompkins and State of New York, containing an area of 118 acres, more or less, as shown outlined in green on print attached hereto and made a part hereof, together with all bridges, culverts, drainage pipes, water courses and other appurtenances including the right of maintenance or removal,

located thereon,
 for a cash consideration of \$29,500.00, \$2,950.00 of which Buyer tenders herewith as evidence of Buyer's good faith in making this offer, with the balance \$26,550.00 in cash or certified check to be paid, with adjustments, as hereinafter provided, at the time of delivery of deed and closing of title.

It is understood and agreed that the Seller's acceptance of this offer and the deed of conveyance will EXCEPT and RESERVE unto the Railroad Company, its successors and assigns, the following:

- A. All oil, gas and mineral rights, but not including the right to drill, mine or explore therefor.
- B. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 53.600 including all of the rights now granted to New York Telephone Company under an agreement dated June 7, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- C. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 319.137 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated July 18, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- D. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 319.249 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated January 8, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.

(E through P on sheet attached)

EXHIBIT "A"

- E. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 54.924 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated May 14, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- F. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 55.312 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated September 3, 1954 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- G. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 55.870 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 2, 1955 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- H. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 55.64 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated September 16, 1952 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- I. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 55.344 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated August 27, 1962 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- J. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 55.297 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 8, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- K. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 56.812 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated April 29, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- L. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 56.712 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 8, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- M. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 56.467 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated April 28, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- N. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 319.225 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated August 15, 1963 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- O. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 319.838 including all of the rights now granted to Consolidated Gas Supply Corporation under an agreement dated May 25, 1961 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- P. Excepting and Reserving to the New York State Department of Transportation that parcel outlined in purple on plan V-19/37, as required by State Project P.I.N. 3033.12.201. S.H. 5225, Varna Crossing, Tompkins County, New York.

It is further understood and agreed that the Seller's acceptance of this offer and the deed of conveyance will be Under and Subject to the following:

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576 PAGE

- (a) Visible easements and easements and restrictions of record, ~~including rights accepted and reserved in prior deeds of record.~~
- (b) Rights of the public in any street areas included in or adjacent to sale area.
- (c) Any state of facts which an accurate survey may disclose.

~~including rights accepted and reserved in prior deeds of record.~~

It is further understood and agreed that any conveyance made pursuant hereto shall be subject to the approval of the Trustee in Reorganization of the Lehigh Valley Railroad Company and of the Reorganization Court to the extent required by law.

This offer is made with the understanding that sale will be made by Seller on the following terms and conditions:

1. That the Railroad Company will convey the said premises by Quitclaim form of deed that the description of the land to be conveyed in said deed shall be based upon an accurate survey made by a licensed surveyor at Buyer's expense and that the said description and survey map will be subject to the approval of the Survey Office of the Lehigh Valley Railroad Company and the acceptance of this offer by Seller. Buyer will furnish the same description and survey and furnish the same to the Survey Office of the Lehigh Valley Railroad Company within 30 days of Seller's acceptance hereof. Seller will convey by description shown in Exhibit "B" attached hereto, if acceptable to Buyer.

2. All searches of title, description and surveys required by Buyer will be made at Buyer's sole cost and expense.

3. All taxes and assessments shall be apportioned pro-rata as of the date of closing title. It is understood and agreed that the property and the conveyance shall be subject to the cost of any and all taxes and assessments to be assessed on the deed and any and all other taxes except ad valorem taxes relating to the real property. In the event a special assessment for local improvement is levied against the premises to be conveyed at any time between the acceptance of this offer and delivery of deed, Buyer will pay the same or reimburse the Railroad Company for so doing.

4. Deed shall be delivered and title closed at the office of your Vice President - Properties, 415 Brighton Street, Bethlehem, Pennsylvania 18015 or via Certified Mail.

5. It is understood and agreed that Buyer will not take possession of said property prior to delivery of deed and closing of title unless specific approval to do so is given by the Railroad Company.

6. Approval of any Planning Board, if required, to subdivide the Railroad Company's land to make this sale will be applied for and procured by Buyer at Buyer's sole cost and expense and a copy of the said Planning Board approval, if required, will be furnished to the Railroad Company. Buyer will make its own determination as to permissible uses of the property under existing zoning ordinances, if any.

7. It is further understood and agreed that in the event the title to said premises should prove to be unmarketable and by reason thereof Buyer should rescind Buyer's agreement to purchase, the Seller will return good faith deposit provided for herein, but that the Seller shall not be liable to the Buyer in any way whatsoever for any damages, expenses or inconveniences suffered or incurred by Buyer.

8. Buyer hereby represents that Buyer has not employed or authorized any Real Estate Brokers to act for Buyer in this transaction.

9. It is understood that access to the premises to be conveyed will be over lands owned by Buyer, or others and not over remaining lands of the Railroad Company, unless specifically provided for in this offer.

10. All loss or damage to any or all buildings or other structures or improvements by fire or otherwise howsoever until the delivery of deed and closing of title is assumed by Buyer.

LIBER 576 PAGE 938

11. It is understood and agreed that Seller's deed of conveyance shall provide:

That Buyer releases the Railroad Company from any obligation to erect and/or maintain a fence between the lands to be conveyed and the remaining lands of the Railroad Company.

12. It is understood and agreed that upon being notified that the Railroad Company is prepared to deliver deed and mortgage releases, or Court Order herein-after mentioned, and is ready to close, Buyer will forthwith respond to such notice and accomplish closing on date specified in the Railroad Company notice, and failing so to do the Buyer agrees to assume and pay all taxes and assessments on said premises from and after closing date set by the Seller.

13. It is understood that with delivery of deed Seller will furnish Buyer with releases from liens of mortgages affecting the premises conveyed or Order of Reorganization Court permitting sale free from liens of such mortgages, but that Buyer will assume all recording costs together with legal costs for your investigating, considering and furnishing further indentures, certifications, resolutions or affidavits required by Buyer's Attorneys or Title Company.

14. It is understood and agreed that upon the Railroad Company's tender of draft of deed for Buyer's approval (as to description and form) Buyer will pursue the examination of said draft of deed without delay and advise the Railroad Company within 15 days of receipt of draft of deed of either Buyer's approval or disapproval of said draft.

15. It is further understood and agreed that upon receipt of the Railroad Company's advice that it is ready to consummate the sale which is the subject of this agreement, Buyer will forthwith make arrangements to consummate and close the sale within 30 days of receipt of such notice and advice from the Railroad Company.

16. Time shall be of the essence of this agreement with regard to the foregoing paragraphs 14 and 15 and Buyer's failure or refusal to approve draft of deed or consummate sale within the time specified may at the Railroad Company's option be taken to be a failure or refusal on Buyer's part to perform the terms and provisions of this agreement and the Railroad Company may retain deposit money as liquidated damages if Buyer fails or refuses to perform as provided herein.

~~Three of said checks shall be deposited in a period of thirty (30) days from the date hereof.~~

BUYER:
TOWN OF DRYDEN

By _____

The terms and conditions above outlined are hereby accepted, subject to the approval of the Trustee in Reorganization of the Lehigh Valley Railroad Company and of the Reorganization Court to the extent required by law.

Receipt of good faith deposit check in the amount of \$2,950.00 is hereby acknowledged.

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

By: _____
Vice President - Properties

Date: _____, 19

PARCEL #1

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

The area of land intended to be conveyed contains sixty-one and nine hundred and twenty-two thousandths (61.922) acres, more or less.

PARCEL #2

ALL those certain pieces or parcels of land constituting the right-of-way and lands of the branch line of railroad known as the Lehigh and New York Branch of the Lehigh Valley Railroad Company, beginning at the center line of West Lake Road, which is at Mile Post 318+2,218' feet, more or less, in the Town of Dryden and extending generally northerly to the division line of the Town of Dryden and the southerly line of the Village of Dryden, which is at Mile Post 320+686' feet, more or less.

PARCEL #3

Beginning at the westerly line of the Village of Dryden which is at Mile Post 321+2746' feet, more or less, extending generally westerly to the division line of the Town of Dryden and Village of Freeville which is at Mile Post 323+408' feet, more or less.

PARCEL #4

Beginning at the northerly line of the Village of Freeville, which is at Mile Post 324+373' feet, more or less, extending generally northerly to the division line of the Town of Dryden and Town of Groton, which is at Mile Post 326+798' feet, more or less.

The total area of land intended to be conveyed in Parcels 2, 3, and 4 is fifty-six and sixty-two thousandths (56.062) acres, more or less.

EXHIBIT "B"

Tompkins County, ss
Recorded on the 29th Day of April 1933 at
11:01 o'clock P.M. in Liber 576 Page 940
at Page 940 and assigned
Susanne Kinnell Clerk

54

FILED 5/15/79
1/15/79

3773

LINE 579 PAGE 611

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

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL PROPERTY DIVISION

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

PROJECT:	DESCRIPTIONS AND MAPS	
	MAP NOS.	PARCEL NOS.
DRYDEN VILLAGE S.H. 1002 TOMPKINS COUNTY VILLAGE & TOWN OF DRYDEN	9	15, 16

FILE 1144

NOTICE OF APPROPRIATION

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

TO: ROBERT C. HALDEMAN, Trustee
of the property of Lehigh
Valley Railroad Company
NEW YORK STATE ELECTRIC
& GAS CORPORATION
NEW YORK TELEPHONE
COMPANY

TAKE NOTICE that on the 28 day of June, 1979, 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 25th day of September, 1980, 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.

Tompkins County: 99
Recorded on the
25th day of Sept. 1980
at Page 611

Commissioner of Transportation
OF THE STATE OF NEW YORK
Dated: Sept. 25, 1980



BY: J.S. COLLISON, Director of Real Estate Div.

55

579 1054

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

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL PROPERTY DIVISION

FILED

OCT 17 1 50 PM '80

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK
CLERK'S OFFICE
DESCRIPTIONS AND MAPS

PROJECT:

P.I.N. 3057,16,201
Proc. #6929
S. H. 1002
Dryden Village
Tompkins County
Village & Town of Dryden

MAP NOS.
9

PARCEL NOS.
15, 16

FILE 1144

COMMISSIONER'S CERTIFICATE AND DIRECTION FOR SERVICE BY FILING AND RECORDING

I hereby certify that I have been unable to serve a copy of the attached notice of appropriation and a copy of each of the descriptions and maps referred to therein, or cause the same to be served, upon

ROBERT C. HALDEMAN, Trustee of the property of
Lehigh Valley Railroad Company
415 Brighton Street
Bethlehem, Pa. 18015

personally within the state after efforts so to do which I deem reasonable and proper. I, therefore, direct that service be effected upon each of them by the filing of a copy of each of said descriptions and maps and notice of appropriation in the office of the clerk of the county named in such descriptions and maps and by the recording of such notice of appropriation in said office.

COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK

(SEAL)

Dated: October 1, 1980



By: J.E. Collison
Director of Real Property Services and Estate Dis.

Tompkins County, N.Y. Recorded on the 17 Day of October 1980
154 o'clock P. M. in Lib. 579 d. deeds
at Page 1054 and examined Emilia Simmler Clerk

56

THIS INDENTURE, made the 12th day of April One Thousand Nine Hundred and Eighty-Two (1902) between ROBERT C. HALDEMAN, Trustee of the Property of Lehigh Valley Railroad Company, Debtor, having his principal office at No. 415 Brighton Street, in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, party of the first part, and MAHLON R. PERKINS of 20 West Main Street, in the Town of Dryden, County of Tompkins and State of New York, party of the second part;

WITNESSETH:

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

PARCEL #1

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

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

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

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

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

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

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

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

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

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

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

PARCEL #2

Beginning at the northerly line of the Village of Dryden which is at Mile Post 321+2746' feet, more or less, extending generally westerly to the division line of the Town of Dryden and Village of Freeville which is at Mile Post 323+408' feet, more or less.

PARCEL #3

Beginning at the northerly line of the Village of Freeville, which is at Mile Post 324+373' feet, more or less, extending generally northerly to the division line of the Town of Dryden and Town of Groton, which is at Mile Post 326+798' feet, more or less.

The total area of land intended to be conveyed in Parcels #2 and #3 is thirty-seven and four hundred forty-five thousandths (37.445) acres, more or less.

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

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

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

<u>Grantor</u>	<u>Deed Date</u>	<u>Recorded</u>	
		<u>Deed Book</u>	<u>Page</u>
M. D. Shaver et ux	8-28-1869	4	50
A. Underwood et ux	9-25-1869	4	65
John Steele et ux	1-28-1868	3	549
Thos. Mineah et ux	3- 1-1869	4	27
Gilbert A. Wilson et ux	1-12-1868	4	13

The Southern Central Railroad Company was sold in foreclosure proceedings to Simon Borg, Garrett A. Hobart and Henry S. Drinker August 23, 1895. Said parties organized the Lehigh and New York Railroad Company and by deed dated August 24, 1895 sold to said Company the property of The Southern Central Railroad Company. Said deed is recorded in Tompkins County in Deed Book 145, page 350. Lehigh and New York Railroad Company was merged into Lehigh Valley Railroad Company by agreement of merger dated July 31, 1949 filed in the Secretary of State's Office of New York on December 29, 1949.

Ithaca and Cortland Rail Road Company was consolidated into the Utica, Ithaca and Elmira Railroad Company on October 25, 1871 pursuant to Act of the Legislature of the State of New York, passed May 20, 1869. The Utica, Ithaca and Elmira Railroad Company was sold at foreclosure April 30, 1878 to Daniel Allen Lindley and Edward K. Goodnow who incorporated under the name of The Utica, Ithaca and Elmira Railway Company of the State of New York.

The Utica, Ithaca and Elmira Railway Company of the State of New York was dissolved by decree of the Supreme Court of the State of New York November 15, 1884 and title became vested in The Elmira, Cortland and Northern Railroad Company, incorporated March 7, 1884.

The Elmira, Cortland and Northern Railroad Company was merged into The Lehigh Valley Rail Way Company February 17, 1905 by certificate filed in the Office of the Secretary of State of New York. The Lehigh Valley Rail Way Company was merged into Lehigh Valley Railroad Company by Agreement of Merger dated July 31, 1949 filed in said Office December 29, 1949.

On July 24, 1970, the District Court of the United States for the Eastern District of Pennsylvania in proceedings for the reorganization of a Railroad No. 70-432, approved the Petition of Lehigh Valley Railroad Company to undergo reorganization under Section 77 of the Bankruptcy Act. Said Court on August 13, 1970 entered Order No. 2 appointing John F. Nash and Robert C. Haldeman, Trustees of the Property of Lehigh Valley Railroad Company, Debtor, and by Order No. 26 dated February 17, 1971 said Court gave the aforementioned Trustees blanket authority to make sales of real estate of the Debtor free from liens so long as each transaction does not exceed \$50,000.00. By Order No. 266 dated August 8, 1974, said Court accepted the resignation of John F. Nash as Trustee and effective August 13, 1974 authorized Robert C. Haldeman to continue to act as Trustee and to exercise all the rights, privileges, powers and duties granted under Order No. 2 and other Orders of said Court.

THIS DEED is delivered and accepted EXCEPTING AND RESERVING unto the party of the first part, his successors and assigns the following:

- A. All oil, gas and mineral rights, but not including the right to drill, mine or explore therefor.
- B. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 53.600 including all of the rights now granted to New York Telephone Company under an agreement dated June 7, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- C. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 54.924 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated May 14, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.

- D. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 55.312 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated September 3, 1954 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- E. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 53.870 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 2, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- F. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 55.64 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated September 15, 1952 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- G. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 55.344 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated August 27, 1962 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- H. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 55.297 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 8, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- I. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 56.813 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated April 28, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- J. A permanent easement for a pole line, upon, over and across the conveyed premises at Mile Post 56.712 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated June 8, 1972 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.
- K. A permanent easement for an undergrade pipe line, upon, over and across the conveyed premises at Mile Post 56.467 including all of the rights now granted to New York State Electric & Gas Corporation under an agreement dated April 28, 1958 reserving also the rents therefor and the right to convey the said easement for a term or in perpetuity.

THIS DEED is delivered and accepted UNDER AND SUBJECT to the following:

- (a) Visible easements and easements and restrictions of record.
- (b) Rights of the public in any street areas included in or adjacent to sale area.
- (c) Any state of facts which an accurate survey may disclose.
- (d) 0.257 of an acre, more or less, acquired by the New York State Department of Transportation by Release of Owner dated January 11, 1980 as required by State Project Proceeding 6928, S.H. 5225, Map 10, parcels 12 and 13.

The party of the second part, for himself, his successors and assigns, by the acceptance of this Indenture releases the party of the first part, his successors and assigns, from any and all obligations to erect and/or maintain a fence between the lands hereby conveyed and the remaining lands of the party of the first part.

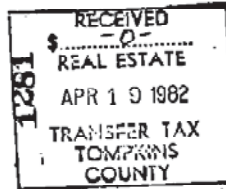
TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein quitclaimed unto the party of the second part, his successors and assigns forever, excepting and reserving and under and subject as aforesaid.

IN WITNESS WHEREOF, the said party of the first part has executed this deed the day and year first above written.

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

Robert C. Haldeман



STATE OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this 12th day of April 1982
before me personally came ROBERT C. HALDEMAN, TRUSTEE OF THE
PROPERTY OF LEHIGH VALLEY RAILROAD COMPANY, DEBTOR, to me
known and known to me to be the individual described in and
who executed the foregoing instrument, and he acknowledged to
me that he executed the same.



Leona Myles
LEONA MYLES, Notary Public
Salisbury Twp., Lehigh Co., Pa.
My Commission Expires May 19, 1984

This deed, given pursuant to the federal bankruptcy act, is
exempt from real estate transfer tax in accordance with Sec. 1405:(b) 8
of the Tax Law of the State of New York.

Tompkins County, NY
Recorded on the 19th Day of April 1982
11:28 o'clock A.M. in Liber 589 of 1126
at Page 546 and examined.
Richard A. Kinnell Clerk

PERMANENT EASEMENT

1221

THIS INDENTURE, made this 20th day of April, 1982, between MAHLON R. PERKINS, 20 West Main Street, Dryden, New York, party of the first part, and the TOWN OF DRYDEN, a municipal corporation, situate in the County of Tompkins and State of New York, having its offices at 65 East Main Street, Dryden, New York, 13053, party of the second part.

WITNESSETH: Party of the first part in consideration of the sum of ONE and no/100 DOLLAR (\$1.00) lawful money of the United States paid by the party of the second part, receipt of which is hereby acknowledged, has granted and released, and by these presents does grant and release unto the said Town of Dryden, as grantee, the right to construct, alter, install, replace, repair and maintain sewer lines and water lines and necessary laterals thereto across the property more particularly described in a deed to the party of the first part from Robert C. Haldeman, Trustee of The Property of Lehigh Valley Railroad Company, dated April 12, 1982 and recorded in the Tompkins County Clerk's Office on April 19, 1982 in Liber 588 of Deeds at page 546, together with the free right of ingress and egress over and across such property, insofar as such right of ingress and egress is necessary to the proper use of any other right granted herein, and together with the right to install such other lines, pipes, or mechanical, electrical or electronic transmission vehicles as may be necessary, proper and appropriate for Town purposes.

This grant is exclusive to the party of the second part, its successors and assigns, and is not to be construed as a grant to any other person, municipality or entity of the rights and privileges conveyed herein.

This grant is subject all those restrictions, reservations, easements, rights of way or exceptions as contained in a deed to the grantor herein dated April 12, 1982, and recorded April 19, 1982, in Liber 588 of Deeds at page 546 in the Tompkins County Clerk's Office.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

Mahlon R. Perkins
MAHLON R. PERKINS

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On this 20th day of April, 1982, before me, the subscriber, personally appeared MAHLON R. PERKINS, to me known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Alvin P. Bernard
NOTARY PUBLIC

Notary Public in and for the State of New York
Alvin P. Bernard
Notary Public in and for Tompkins County
April 21, 1982

RECEIVED
S. D.
REAL ESTATE
APR 21 1982
TRANSFER TAX
TOMPKINS
COUNTY

Tompkins County, ss: 21 Day of April 1982
Recorded on the 11:00 o'clock A.M., in Liber 588 of Book 630 and executed by *Mahlon R. Perkins*

QUITCLAIM DEED

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

CORNELL UNIVERSITY, c/o Real Estate Department, 104 Maple Avenue, Ithaca, New York 14850, 1276

party of the second part,

WITNESSETH, that the party of the first part in consideration of ONE and no/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, and his heirs, distributees and assigns forever.

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DRYDEN, COUNTY OF TOMPKINS AND STATE OF NEW YORK, and being bounded and described according to the annexed Schedule *, which is attached hereto and made a part hereof by reference as if the same were more fully herein set forth.

*Schedules 29, 34-35-36, 43, 44-45-46, 62, 64-65, 66

SUBJECT to the rights of the public, if any, in and to those portions of the above described premises which lie within the bounds of the public road.

FURTHER SUBJECT to all those restrictions, reservations, easements, rights of way or exceptions as contained in the deed to the grantor herein dated April 12, 1982, and recorded April 19, 1982, in Liber 588 of Deeds at page 546 in the Tompkins County Clerk's Office, and FURTHER SUBJECT to the permanent easement granted to the Town of Dryden for the installation and maintenance of sewer and water lines and other public utility purposes as more particularly set forth in an instrument dated April 20, 1982, and recorded April 21, 1982, in Liber 588 of Deeds at page 630 in the Tompkins County Clerk's Office.

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

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

The party of the second part and all of their successors and assigns, by the acceptance of this Indenture releases the party of the first part, his successors and assigns, from any and all obligations to erect and/or maintain a fence between the lands hereby conveyed and the remaining lands of the party of the first part, or adjacent lands to the property conveyed herein.

If more than one person joins as party of the second part then the respective provisions herein shall be read as if written in the plural, and the respective covenants and agreements shall be to all parties of the second part. If this conveyance is to a husband and wife, then it is as tenants by the entirety, and it is intended that the survivor thereof shall take all.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

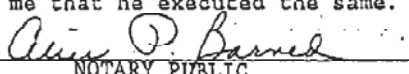
IN PRESENCE OF


MAHLON R. PERKINS

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On this 21st day of April, 1982, before me, the subscriber, personally appeared MAHLON R. PERKINS, to me known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

ALICE P. BARNED
Notary Public, State of New York
No. 450372
Qualified in Tompkins County
Term Expires March 30, 1983


NOTARY PUBLIC

SCHEDULE EIF-29

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York, and being all of the abandoned Lehigh Valley Railroad property which is situate between New York State Route 13 and the center line or the former center line of Monkey Run Road, which was or is Town Route 57; excepting and reserving therefrom two (2) small parcels conveyed by the grantor herein by deed dated even date herewith. The first to Latsha which is on the north side of the abandoned Lehigh Valley Railroad property and adjacent to the said Latsha¹⁴ property and to the center line of the abandoned tracks and the second to Kellogg which is on the southeast side of the abandoned Lehigh Valley Railroad property and adjacent to said Kellogg's property and the center line of the abandoned tracks.

Town of Dryden
Tax Map # 53-1-18 (portion of)

SCHEDULE EIF-62

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins, and State of New York, and being a portion of the abandoned Lehigh Valley Railroad property, and being all that abandoned Lehigh Valley Railroad property bounded on the north by abandoned railroad property this day conveyed by the grantor to Clark; bounded on the south by the north line of abandoned Lehigh Valley Railroad property conveyed to the grantee herein; bounded on the northwest and southeast by other lands of the grantee herein.

EXCEPTING AND RESERVING, from this strip of land between lands of Clark on the north and the grantee herein on the south that portion of the abandoned Lehigh Valley Railroad premises which were conveyed by the grantor herein to Reed by deed dated even date herewith.

Town of Dryden

Tax Map No. 56-5-18(portion)

SCHEDULE EIF-64-65

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins and State of New York. and being a portion of the abandoned Lehigh Valley Railroad Property, being all of the abandoned Lehigh Valley Railroad property north of Stevenson Road, which is Town Route 51, which is bounded on the northwest and southeast by lands of the grantee herein, on the south by the centerline of said Stevenson Road and on the north by the north line of the grantee herein which is also the south line of other premises of lands of the grantee herein. said other premises being conveyed to the grantee herein by deed of the grantor dated even date herewith.

Town of Dryden

Tax Map No. 57-1-2 (portion)

SCHEDULE EIF-66

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins, and State of New York, and being a portion of the abandoned Lehigh Valley Railroad Property, and being all of that abandoned Lehigh Valley Railroad property which is situate between the centerline of Game Farm Road on the west, which is the common division line between the Town of Ithaca on the west and the Town of Dryden on the east, and the centerline of Stevenson Road, which is Town Route 51. It is the intention of this instrument to convey all of the abandoned Lehigh Valley Railroad Property between the center lines of the two respective roads.

Town of Dryden

Tax Map No. 57-1-3 (wholly transferred)

RECEIVED
\$ 4.70
REAL ESTATE
APR 23 1982
TRANSFER TAX
TOMPKINS
COUNTY

Tompkins County, ss:
Recorded on the 23 Day of April 1982
11:18 o'clock A.M. in Liber 588 of 734
of Page 734 and examined.

Quentin Brimmall

DOES HEREBY GRANT AND RELEASE unto the party of the second part, its successors and assigns forever

All these Two Tracts or Parcels of land situate in the Hamlet of Varma, Town of Dryden, Tompkins County, New York, and being a part of Military Lot Sixty-one (61) in said Town designated as "Parcel 5" and "Parcel 3" of the Subdivision of the Edith A. Ellis Farm more particularly described as follows:

Parcel 5

All that tract or parcel of land comprising the balance of the so called "Warren C. Ellis Farm", excepting and reserving therefrom, "Parcel 1" being concurrently conveyed to Hilo Bellardini, "Parcel 2" being concurrently conveyed to Marvin C. Monson and wife, "Parcel 4" being concurrently quitclaimed to Herbert D. Snow and wife, and "Parcel 3" comprising the lane crossing said farm the fee to which is to accompany ownership of "Parcel 5".

"Parcel 5" is more particularly described as follows, the courses and distances herein used being magnetic directions as of September 2, 1870 in accordance with a survey of the "Warren C. Ellis Farm" made by S. I. Howe, as varied by the concurrent division of said farm and the concurrent separate conveyances of parcels 1, 2, 3 and 4, all as shown on an "Outline Map of Edith A. Ellis Estate Farm at Hamlet of Varma - Town of Dryden, N. Y." made by Carl Crandall, C.E., dated June 28, 1948, a copy of which is being filed concurrently herewith in the Tompkins County Clerk's Office.

BEGINNING at the southeast corner of "Parcel 4", being concurrently quitclaimed to Herbert D. Snow and wife (which said point is the beginning of the sixth course described in deed 2 Dryden at 577); running thence S 61 1/2° E (1870) eleven chains and twenty-four links (742 ft) to a point; running thence S 38° E (1870) twelve chains and fifty-six links (829 ft) to a point fourteen feet north and four feet east of a ten inch maple tree, standing in 1948; running thence S 9° 30' W (1870) eleven chains and fifteen links (736 ft) to a point three feet north and three feet east of the center of a twenty-four inch elm tree, standing in 1948; running thence west (1870) twenty-two chains and seventy-two links (1499 ft) to an iron pipe; running thence south (1870) ten chains and four links (391 ft) to an iron pipe; running thence southwesterly (1948) along the westerly side of the right of way of the Ithaca and Cortland Railroad Company (6 Dryden Deeds page 18) marked by a fence three hundred fifty feet to an iron pipe; thence west (1870) one hundred seventy feet (178') to an iron pipe; thence north (1870) sixteen chains and sixty eight links (1107 ft) to an iron pipe; thence N 1° W (1870) along an old hedgerow and fence seven hundred seventeen feet (717') to an iron pipe, marking the southeast corner of "Parcel 1"; running thence easterly along the southern boundary of "Parcel 1", two hundred twenty-five feet (225') to an iron pipe; continuing easterly with a slight angle to the north, along the southerly boundary of "Parcel 2" two hundred twelve feet (212') to an iron pipe; running thence northeasterly, along the southeasterly boundary of "Parcel 2" forty-five feet to an iron pipe marking the southeast corner of "Parcel 4"; running thence easterly along the southern boundary of "Parcel 4" to the point or place of beginning.

EXCEPTING AND RESERVING from the above described parcel that portion of the lane or private road running near the northerly boundary of the first course above described which is specifically set forth and described as "Parcel 3".

ALSO EXCEPTING AND RESERVING FROM the above described parcel the premises conveyed to the Ithaca and Cortland Railroad (now Lehigh Valley Railroad) and described as the first parcel in deed from Warren C. Ellis and wife dated April 24, 1871 and recorded in the Tompkins County Clerk's office in Liber 6 of Dryden Deeds at page 18 containing one and forty-three hundredths acres (1.434).

SUBJECT TO an unrecorded right of way easement dated June 10, 1930, given by Edith A. Ellis to the New York Telephone Company and the American Telephone and Telegraph Company for the erection of Telephone Toll Line #211 across the northerly portion of the conveyed premises.

SUBJECT ALSO to a revocable license for an underground cable also to the New York Telephone Company and the American Telephone and Telegraph Company, granted concurrently herewith, across the conveyed premises.

The conveyed premises, excluding the railroad right of way and the lane or private road, comprise forty-eight acres more or less, and is the same premises designated "Parcel 5" on the "Outline Map of Edith A. Ellis Farm at Hamlet of Varma - Town of Dryden, N. Y." made by Carl Crandall, C.E., dated June 28, 1948 above referred to.

Parcel 1

All that piece of Parcel of Land comprising a narrow strip of land set aside and used as a lane or private road along or near the easterly, northeasterly and north boundary of the Edith A. Ellis farm.

Said lane or road consists of a strip of land extending from the Ithaca-Dryden highway easterly and southeasterly to and across the right of way of the Lehigh Valley Railroad and is twelve feet in width along the first course of two hundred twenty feet (220') and fifteen feet (15') in width along the remaining courses aggregating approximately one thousand feet (1000') in length.

The front or northerly portion of the lane or roadway, to a depth of four hundred thirty-nine feet plus or minus (439' ±), is the same premises specifically reserved in the conveyance being concurrently made of "Parcel 2" to Marvin C. Monson and wife.

This conveyance is made SUBJECT TO a right of use reserved to Ira H. Ellis, his heirs and assigns in a deed dated October 17, 1870, recorded in the Tompkins County Clerk's office in Liber 2 of Dryden Deeds at page 557 over the entire length of said lane or roadway, and also a right of use over the front (northerly) four hundred and thirty-nine feet (439'), concurrently being granted to the above mentioned Marvin C. Monson for the benefit of "Parcel 2".

For a more particular description of "Parcel 3" reference is made to the "Outline Map of Edith A. Ellis Farm at Head of Varma - Town of Dryden, N.Y.", above referred to, on which said map the conveyed premises are designated as "Parcel 3".

TOGETHER with the appurtenances, and ALSO the estate which the said Edith A. Ellis had at the time of her decease, in said premises, and ALSO the estate therein, which the party of the first part has or had power to convey or dispose of, by virtue of the Will of said Decedent and the authority vested in the party of the first part by decree of the Tompkins County Surrogate, or otherwise.

AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

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 the day and year first above written.

TOMPKINS COUNTY TRUST COMPANY

By W. J. [Signature]
Vice President and Trust Officer

As Administrator with Will Annexed of the Last Will and Testament of Edith A. Ellis, deceased.

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

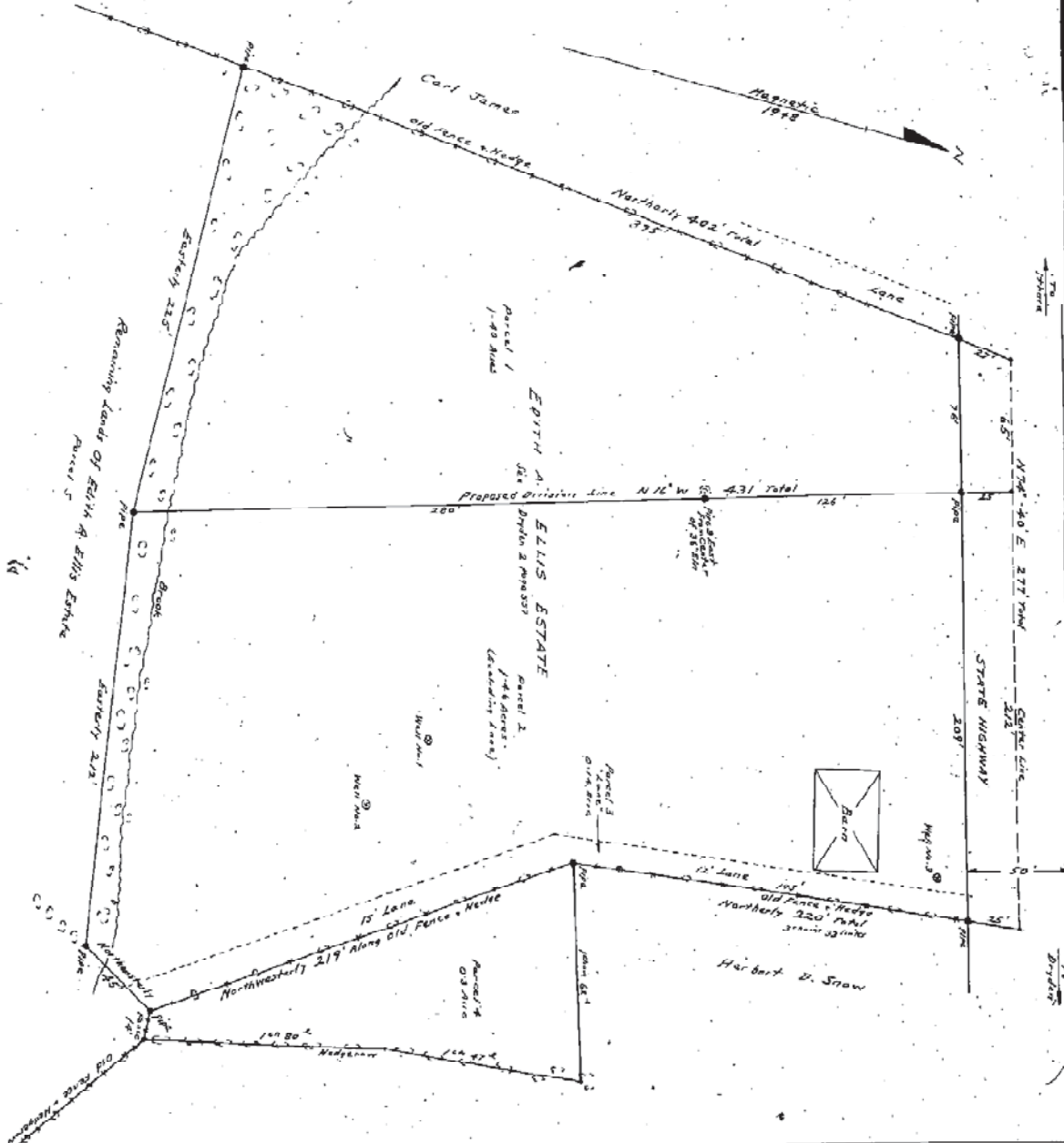
On this 21st day of October, Nineteen Hundred and forty-eight, before me personally came C. E. TREGAN, Jr., to me personally known, who, being by me duly sworn, did depose and say that he resides in Ithaca, New York, that he is the Trust Officer of the Tompkins County Trust Company, the corporation in, 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.

Ruth M. [Signature]
Notary Public

RUTH M. [Signature]
Notary Public in the State of New York
Tompkins County No. 167
Commissions expires March 30, 1949

A true copy of the original recorded on this 28 day of
October, 1948 at 2:30 o'clock P. M., and examined, H. L. [Signature]
Clerk

MAP SHOWING DIVISION OF PROPERTY OF EDITH A. ELLIS ESTATE AT HAMLET OF WARNA - TOWN OF ORYDEN, NY
Dated 11/23/01
Carl Campbell, Clerk



Edith A. Ellis Estate
Parcel 1
Parcel 2
Parcel 3
Parcel 4
Parcel 5
Barn
State Highway
Spring Line
12' Lane
Northwesterly 219' Along old Fence & Hedge
North 40° E 277' Total
North 12° W 431' Total
Parcel 1 1.43 Acres
Parcel 2 1.48 Acres
Parcel 3 1.48 Acres
Parcel 4 0.41 Acres
Parcel 5
Remainder lands of Edith A. Ellis Estate
Dated 11/23/01
Carl Campbell, Clerk

554

...the estate by the second field of the party of the first part: ... the said party of the second part has heretofore assigned...

Witness my hand and seal of the County of ... this 20th day of March in the year of our Lord one thousand eight hundred and seventy...

Know all men by these presents that the said party of the first part in consideration of the sum of ... Dollars to them in hand paid by the said party of the second part...

61



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

INSTRUMENT NUMBER
459053-005

No. of Pages: 1
Delivered By: CORNELL COUNSEL
Receipt No. 459053
Return To:
CORNELL COUNSEL
DATE: 08/11/2004
Time: 03:35 PM
Document Type: MISC RECORDS
Parties To Transaction: CU

Deed Information

Mortgage Information

Consideration:
Transfer Tax:
RETT No:
State of New York
Tompkins County Clerk
Mortgage Amount
Basic Mtge. Tax:
Special Mtge. Tax:
Additional Mtge. Tax:
Mortgage Serial No.:

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

Aurora R. Valenti
Tompkins County Clerk



The
University of the
Education  State of New York
Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Kathy A. Ahearn, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 18th day of May, 2004.



A handwritten signature in black ink, appearing to read "Kathy A. Ahearn".

Kathy A. Ahearn
Counsel and Deputy Commissioner
For Legal Affairs

62



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
524858-002

No. of Pages: 1

Delivered By: TOMPKINS COUNTY OF

Receipt No: 524858

Return To:
TOMPKINS COUNTY ATTY

DATE: 04/22/2008

Time: 02:14 PM

Document Type: MISC RECORDS

Parties To Transaction: CU - TOMPKINS COUNTY

Deed Information

Mortgage Information

Consideration

Mortgage Amount

Transfer Tax

Basic Mtge. Tax:

RETT No

Special Mtge. Tax:

County Transfer Tax

Additional Mtge. Tax:

State of New York

Mortgage Serial No

Tompkins County Clerk

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

Aurora R. Valenti

Tompkins County Clerk



The University of the State of New York
Education Department



STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Kathy A. Ahearn, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 3rd day of April, 2008.



A handwritten signature in black ink, appearing to read 'Kathy A. Ahearn'.

Kathy A. Ahearn
Counsel and Deputy Commissioner
For Legal Affairs

63



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
560734-002

No. of Pages: 2
(including this cover page)
Receipt No. 560734

Delivered By:
HARRIS BEACH LLP

Date: 06/23/2010

Return To:
HARRIS BEACH LLP
119 EAST SENECA ST
ITHACA, NY 14850

Time: 04:27 PM

Document Type: MISC RECORDS

Parties To Transaction: CORNELL UNIVERSITY

Town/City:

Deed Information

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount:

State Transfer Tax:

Basic Mortgage Tax:

County Transfer Tax:

Special Mortgage Tax:

RETT No

Additional Mortgage Tax:

Local Mortgage Tax:

Slate of New York
Tompkins County Clerk

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



64



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
592366-001

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

Receipt No. 592366

Delivered By:

STEWART TITLE INSURANCE CORP

Return To:

STEWART TITLE INSURANCE CORP

Date: 06/05/2012

Time: 02:50 PM

Document Type: MISC RECORDS

Parties

To Transaction: TRAUTWEIN, RICHARD J

Town/City:

Deed Information

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.:

State of New York
Tompkins County Clerk

Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



* 5 9 2 3 6 6 - 0 0 1 *

65



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
595255-002

No. of Pages: **02**
(Including this cover page)
Receipt No. 595255

Date: 08/02/2012

Time: 04:16 PM

Document Type: MISC RECORDS

Parties
To Transaction: UNIVERSITY OF THE STATE OF NEW YORK

Town/City:

Delivered By:
SCHLATHER, STUMBAR, PARKS & SALK

Return To:
SCHLATHER, STUMBAR, PARKS & SALK
200 E BUFFALO ST
PO BOX 353
ITHACA, NY 14851

Deed Information

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount:

State Transfer Tax:

Basic Mortgage Tax:

County Transfer Tax:

Special Mortgage Tax:

RETT No.:

Additional Mortgage Tax:

Local Mortgage Tax:

State of New York
Tompkins County Clerk

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education  Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Richard J. Trautwein, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 18th day of May, 2012.



Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs



66



Tompkins County Clerk Recording Page

Return To
CORNELL COUNSEL

Aurora R. Valenti, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 13-18134

Party 1
TRAUTWEIN, RICHARD J

Party 2

Fees	
Recording Fee	\$20.00
Pages Fee	\$10.00
Notation Fee	\$0.50
State Surcharge	\$20.00
Total Fees Paid:	\$50.50

Instrument #: 2013-02306

State of New York
County of Tompkins

Filed on February 19th, 2013 at 4:12:58 PM with a
total page count of **2**.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

The University of the State of New York
Education Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Richard J. Trautwein, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 29th day of October, 2012.

Richard J. Trautwein

Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs



67



Tompkins County Clerk Recording Page

Return To

CORNELL COUNSEL
BOX

Aurora R. Valenti, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 13-24918

Party 1
CORNELL UNIVERSITY

Party 2

Fees	
Recording Fee	\$20.00
Pages Fee	\$10.00
Notation Fee	\$0.50
State Surcharge	\$20.00
Total Fees Paid:	\$50.50

Instrument #: 2013-05297

State of New York
County of Tompkins

Filed o April 23rd, 2013 at 2:19:13 PM with a total
page count of 2.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

The University of the State of New York
Education  Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Richard J. Trautwein, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 29th day of October, 2012.

Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs



68



Tompkins County Clerk Recording Page

Return To
THALER & THALER

Aurora R. Valenti, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 13-41566

Party 1
CORNELL UNIVERSITY

Party 2

Fees	
Recording Fee	\$20.00
Pages Fee	\$10.00
Notation Fee	\$0.50
State Surcharge	\$20.00
Total Fees Paid:	\$50.50

Instrument #: 2013-13459

State of New York
County of Tompkins

Filed on October 3rd, 2013 at 4:19:17 PM with a total page count of 2.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

The University of the State of New York
Education  **Department**

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Richard J. Trautwein, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 19th day of March, 2013.

Richard J. Trautwein

Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs



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Tompkins County Clerk Recording Page

Return To
PRECISION ABSTRACT
BOX

Aurora R. Valenti, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 14-65670

Party 1
CORNELL UNIVERSITY

Party 2

Fees	
Recording Fee	\$20.00
Pages Fee	\$10.00
Notation Fee	\$0.50
State Surcharge	\$20.00
Total Fees Paid:	\$50.50

Instrument #: 2014-07583

State of New York
County of Tompkins

Filed on July 1st, 2014 at 3:59:45 PM with a total
page count of 2.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

The University of the State of New York
 Education  Department

STATE OF NEW YORK)

33.:

COUNTY OF ALBANY)

I, Richard J. Trautwein, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 15th day of November, 2013.



Richard J. Trautwein

Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs



Tompkins County Clerk Recording Page

Return To
HINES & ALLEN

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 15-99483

Party 1
TRAUTWEIN, RICHARD J

Party 2

Fees	
Recording Fee	\$20.00
Pages Fee	\$10.00
Notation Fee	\$0.50
State Surcharge	\$20.00
Total Fees Paid:	\$50.50

Instrument #: 2015-09447

Refers To
deed

State of New York
County of Tompkins

Filed on August 10th, 2015 at 12:01:39 PM with a
total page count of 2.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

The University of the State of New York
Education  Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Richard J. Trautwein, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 9th day of June, 2015.



Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs



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Tompkins County Clerk Recording Page

Return To
MAZZA & MAZZA

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 16-132765

Party 1
UNIVERSITY OF THE STATE OF NEW YORK

Party 2

Fees	
Recording Fee	\$20.00
Pages Fee	\$10.00
Notation Fee	\$1.00
State Surcharge	\$20.00
Total Fees Paid:	\$51.00

Instrument #: 2016-07874

Refers To
SURRENDER & MEMO OF LEASE

State of New York
County of Tompkins

Filed on July 11th, 2016 at 4:01:36 PM with a total page count of 2.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

The University of the State of New York
Education  Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Richard J. Trautwein, Counsel and Deputy Commissioner for Legal Affairs for the New York State Education Department, hereby certify that Cornell University, located in the city of Ithaca, county of Tompkins, state of New York, was created by Special Act of the Legislature of the State of New York pursuant to the provisions of Chapter 585 of the Laws of 1865; that the period for which such corporation was created is perpetual; that no certificate or order of dissolution of such corporation has been filed or issued; and that such corporation is currently authorized to do business in the State of New York.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the University of the State of New York and of the State Education Department at the City of Albany, New York on this 5th day of November, 2015.

Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs



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Tompkins County Clerk Recording Page

Return To

DRYDEN TOWN OF
LEIFERS BOX

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **EASEMENT**

Receipt Number: 17-153229

Grantor (Party 1)
CORNELL UNIVERSITY

Grantee (Party 2)
TOWN OF DRYDEN

Fees	
Recording Fee	\$0.00
TP-584 Form Fee	\$0.00
Pages Fee	\$0.00
State Surcharge	\$0.00
Total Fees Paid:	\$0.00

Transfer Amt: \$1.00
Instrument #: 2017-01005
Transfer Tax #: 001111

State of New York
County of Tompkins

Recorded on January 30th, 2017 at 9:25:11 AM with
a total page count of 7.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

CO

Do Not Detach

TRAIL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 12th day of October, 2016 by and between CORNELL UNIVERSITY (hereinafter referred to as "Owner of Parcels"), c/o Real Estate Department, Box DH, Ithaca, New York 14853 and the TOWN OF DRYDEN (hereinafter referred to as "Town"), a municipal corporation of the State of New York, with offices at 93 East Main Street, Dryden, New York 13053.

WHEREAS, Owner of Parcels is the owner in fee simple of certain real property (hereinafter referred to as the "Parcels") in the Town of Dryden, Tompkins County, State of New York, currently designated as tax parcel numbers 53-1-9.2, 53-1-16, 56-5-19.2, 56-5-31 and 57-1-6; and

WHEREAS, Town is a municipal corporation of the State of New York which desires to preserve, protect and enhance land in its natural, scenic, educational, historical, agricultural, forested, and/or open space condition and also to provide a wide array of recreational opportunities to its residents, as well as alternative means of commuting; and

WHEREAS, Town desires to create a recreational trail (the "Trail") for non-vehicular use by the public within the former Lehigh Valley Railroad right of way, as more fully set forth in an instrument dated April 12, 1982, and recorded April 19, 1982 in Liber 588 of Deeds at page 546 in the Tompkins County Clerk's Office (the "LVRR ROW"), portions of which cross the Parcels, which Trail is intended to enhance local and regional hiking, bicycling and recreational opportunities for the general public by providing an attractive and scenic section of a local trail; and

WHEREAS, Owner of Parcels desires to grant to Town an easement across those portions of the Parcels consisting of said abandoned railroad property (the "Easement Area"), for Town to improve and/or maintain the Trail, and Town desires to accept said easement; and

WHEREAS, currently the same Easement Area is subject to a permanent easement granted to the Town for the installation and maintenance of sewer and water lines and other public utility purposes as more particularly set forth in an instrument dated April 20, 1982, and recorded April 21, 1982 in Liber 588 of Deeds at page 630 in the Tompkins County Clerk's Office (the Town Water/Sewer Easement), and referenced in the following deeds recorded in the Tompkins County Clerk's Office: a deed dated April 21, 1982, and recorded April 23, 1982 in Liber 588 of Deeds at page 730; a deed dated April 21, 1982, and recorded April 23, 1982 in Liber 588 of Deeds at page 748; a deed dated April 21, 1982, and recorded April 23, 1982 in Liber 588 of Deeds at page 751; and a deed dated August 23, 1982, and recorded November 12, 1982 in Liber 592 of Deeds at page 145;

NOW, THEREFORE, in consideration of the foregoing recitals and \$1.00, and other good and valuable consideration, receipt of which is hereby acknowledged by Owner of Parcels, the parties agree as follows:

1. Grant of Easement to Town for Trail: Owner of Parcels hereby grant, transfer, and convey to Town, for the benefit of the public.
 - a. A perpetual easement and right-of-way for non-vehicular ingress, egress, and access by the public over and across the Easement Area.
 - b. A perpetual easement and right-of-way for vehicular and non-vehicular ingress, egress, and access by Town for construction and maintenance of the Trail and its associated improvements, and for emergencies, over and across the Easement Area.
2. Purposes, Conditions, Restrictions, Reserved Rights.
 - a. The easement to Town for the Trail is established for recreational and commuting trail purposes, such as, but not limited to, walking, running, skiing, snowshoeing, bicycling, horseback riding, bird watching, nature study, and the use of electric-assist bicycles and power-driven mobility devices by persons who have mobility impairments.
 - b. The Trail may be located anywhere within the Easement Area, at the Town's sole discretion, and may be indicated by standard markings, including within the Parcels. Owner of Parcels is not responsible for construction, maintenance or repair of the Trail or Easement Area, except as expressly provided in 2.f below.
 - c. Owner of Parcels retain all rights accorded to the general public for use of the Trail.
 - d. Owner of Parcels may remove or exclude from the Parcels any Persons who are (i) in locations other than the Trail or Trail facilities or (ii) engaged in non-permitted Trail uses.
 - e. Subject to any applicable requirement of the Town Water/Sewer Easement, Owner of Parcels reserve the right to use the Easement Area for any lawful purpose consistent with the purpose of the Trail, including but not limited to the installation of utilities, vegetation management, and signage installation, provided such use does not interfere with the Town's construction or maintenance of the Trail or substantially impede the public's use of the Trail.
 - f. Town shall maintain the Trail in safe condition at all times. Town may mow, trim brush and branches, grade and improve the Easement Area, including the application of gravel, crushed stone, cinders, stone dust and/or asphalt; the construction, installation, repair and/or replacement of bridges, culverts, pipes, railings, fences, gates, barriers to control access, vegetative screening, and interpretive signs. All costs of maintenance of the Trail and/or the Easement Area will be borne by Town except to the extent necessary to repair damage caused by Owner of Parcels.

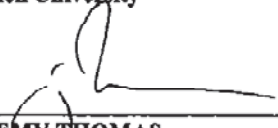
- g. Installation and maintenance by Town of the following Special Trail Facilities require prior written consent of Owner of Parcels: Parking areas (at roadway intersections), kiosks, bicycle racks, picnic tables and benches. Special Trail Facilities to be installed by Town and agreed to by Owner of Parcels as of the Easement Date are listed in Schedule A (if any) attached to this document entitled "Special Conditions to Trail Easement."
 - h. No person is permitted to charge a fee for access to the Trail or use of Trail facilities.
 - i. Right to Suspend Trail Use. Town or its designee, in its sole discretion, shall have the right to temporarily suspend public use of the Easement Area from time to time.
 - j. The special conditions, if any, attached hereto in Schedule A are made a part of this instrument as if more fully set forth herein.
 - k. All rights reserved herein by Owner are retained on behalf of Owner, its successors and assigns.
3. Easement Runs with Land, Successors and Assigns. This easement shall bind and run with title to the Parcels forever, and shall inure to the benefit of Town and Town's successors and assigns; provided, however, that any successor or assignee of the Town must be a federal, state or local government corporation or a Not-For-Profit Corporation qualified under the laws of New York State to hold such easements; and further provided that Town may terminate this Easement as provided under Paragraph 5 below.
4. Hold Harmless, Indemnification of Owner of Parcels. Town agrees to defend, indemnify and hold harmless Owner of Parcels from any claims, suits, actions or proceedings for any cause of action arising out of any negligent act or omissions of Town, its employees, contractors or agents with respect to the easement herein granted, and from any claims, suits, actions or proceedings for any cause of action claimed or brought by any person using the Easement Area, except for intentional acts or sole and direct negligence of Owner of Parcels, its employees, contractors or agents.
5. Termination/Modification. In the event that Town determines that the Easement Area is no longer needed or desirable across the Parcels, Town may terminate said easement by written instrument duly signed by Town and acknowledged, and recorded in the Tompkins County Clerk's Office. In the event that the Town or its successor(s) cease to maintain the Easement Area for the purposes described in 2.a, Owner of Parcels may terminate said easement by written instrument duly signed by Owner and acknowledged, and recorded in the Tompkins County Clerk's Office. This Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the Tompkins County Clerk's Office.

6. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of New York.
7. **Dispute Resolution.** It is possible that in the future the parties may have disagreements with one another concerning the interpretation of this Easement Agreement, or concerning modification of provisions of this Easement Agreement. Notwithstanding this, the parties wish to not resort to litigation before reasonable non-court alternatives have first been attempted. The parties agree, therefore, to try to resolve any disputes that may arise in the future as set forth below, except in the case of urgent or emergency situations which would reasonably prevent such resolutions or make them impracticable:
- a. As a first step in resolving future differences, if any, the parties first will attempt in good faith to confer with one another orally.
 - b. If speaking with one another is unsuccessful, then as the second step the parties will try to achieve resolution in writing, with each of them to present to the other a proposed modification to and/or implementation of this easement agreement.
 - c. If there is no resolution at the end of the second step, as a third step the parties agree to participate in mediation or Collaborative Law negotiations to resolve the dispute. Both parties agree to participate in mediation or Collaborative Law negotiations in good faith and to attend at least three mediation or negotiation sessions prior to resorting to litigation.
 - d. If there is no resolution at the third step, either party may commence contested court proceedings. It is the intent and commitment of the parties to make diligent efforts to avoid court proceedings and resolve disputes by agreement.

TO HAVE AND TO HOLD said easement and the rights granted hereunder to Town and to Owner of Parcels, their respective successors and assigns forever.

IN WITNESS WHEREOF, Owner of Parcels and Town have set their hands on the day and year first above written.

Cornell University

By: 
 JEREMY THOMAS
 SENIOR DIRECTOR
 CORNELL REAL ESTATE

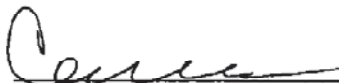
Town of Dryden

By: 
 JASON M. LEPPER,
 TOWN SUPERVISOR

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

On the 12th day of October in the year 20 16 before me, the

undersigned, a Notary Public in and for said State, personally appeared **JEREMY THOMAS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of whom the individuals acted, executed the instrument.



Notary Public

CHRISTINE R. HASS
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01HA0026298
QUALIFIED IN TOMPKINS COUNTY
MY COMMISSION EXPIRES JUNE 14, 2019

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

On the 27th day of January in the year 20 17 before me, the undersigned, a Notary Public in and for said State, personally appeared **JASON M. LEIFER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of whom the individuals acted, executed the instrument.



Notary Public

BAMBI L. AVERY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AV4634073
Qualified in Tompkins County
My Commission Expires June 30, 2018

Schedule A

Special Conditions to Trail Easement

Special Trail Facilities to be installed by
Town and agreed to by Owner(s) of
Parcel: NONE

ABSTRACT CERTIFICATE

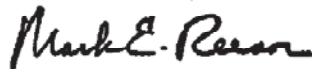
STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Out(s) No(s). 20, 30, and 55 Parcel B only** 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 **10-09-1855** 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 62**; 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 **22nd** day of **February, 2017** at **8:29 A.M.**

STEWART TITLE INSURANCE COMPANY

By



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.	373542611
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. 37-354261
Abstract / Title Ins No. 24550
Seller Cornell University
Buyer/Borrower
Property 0 STEVENSON 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

3

580

This Indenture, made the Fourth day of April in the year of our Lord one thousand eight hundred and fifty five BETWEEN Samuel B. Reed of the town of Oran County of Tompkins and State of New York of the first part, and John H. Reed of the same place of the second part

Witnesseth, That the said party of the first part, in consideration of the sum of One thousand two hundred and fifty dollars to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, and by these presents, does give and convey to the said party of the second part, his heirs and assigns, with power on transfer, the whole and entire interest in the town of Oran County of Tompkins State of New York known and distinguished as being a part of lot one in a plat of land in said town bounded as follows to wit: Beginning at the South East corner of said lot three running East thirteen chains fifty four links to a stake yellow stone South thirty six degrees and twenty five links to a stake yellow stone East thirteen chains and fifty four links to a stake and thence in the East line of said lot three South thirty six degrees and twenty five links to the place of beginning containing fifty acres of land also all the great undivided one half of that certain piece of land situated in the town of Oran County of Tompkins State of New York and distinguished as being a part of lot number sixty two of said town and bounded as follows to wit: Beginning at a point on the line between lots number sixty one and sixty two with twenty six and a half degrees East and fifty seven links distant from the center of a base was: thence thence running East and a half chain and fifty eight links thence South one chain and twenty three links thence South to the line of lot three South to the place of beginning

With the Appurtenances, and all the Rights, Title and Interest therein of the said party of the first part. And the said Samuel B. Reed do hereby covenant and agree to and with the said party of the second part, his heirs and assigns, that at the time of the recording and delivery of these presents, he has no other interest in the premises except for what is herein contained.

and that she promises also to convey, in due order and lawful possession of the said party of the second part, his heirs and assigns, will secure Warranty and Defend against any future claims, lawfully claiming the same in 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 Samuel B. Reed

STATE OF NEW-YORK,
TOMPKINS COUNTY.

On the fourth day of April in the year one thousand eight hundred and fifty five before me the undersigned, personally appeared Samuel B. Reed

known to me to be the same person described by and who executed the within instrument, who solemnly acknowledged that he executed the same.

And the said John H. Reed as a private examination by me, upon her old husband, acknowledged that she executed the same freely, and without any fear or compulsion of her old husband.

Witness my hand and seal of office, this fourth day of April 1855, at Oran in said County of Tompkins State of New York

Samuel B. Reed

1 DAYDEN 310

310

Wm. D. Ellis
Wm. D. Ellis

This Indenture, Made this Twenty fourth day of March
in the year of our Lord one thousand eight hundred and fifty seven
BETWEEN William D. Ellis and Lydia his wife of the one part
and the County of Tompkins and State of New York

of the first part, and
the County of Tompkins 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 and Sixty cents
BY THESE PRESENTS, do grant and convey in the said party of the second part, full power and assigns, all that
TRACT OR PARCEL OF LAND situate in the Town of Dryden and within the County of Tompkins, State of New York, bounded as follows, to wit: Beginning at the
south west corner of lands conveyed by the party of the first part, to the County of Tompkins, State of New York, and
thence running West twenty three chains and four tenths, thence North twenty one chains and four tenths, thence East
thirty chains and four tenths, thence South thirty chains and four tenths, to the place of beginning, containing more or less
than twenty one acres and four tenths of an acre of land.

with the Appurtenances, and all the Rights, Title and Interest therein of the said party of the first part, and the said
party of the second part, do hereby covenant and agree to and with the said party of the second part, full power and assigns,
that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, full power and assigns,
shall forever WARRANT AND DEFEND against any person whatsoever lawfully claiming the same or any part thereof.

In witness Whereof, The said party of the first part, have hereunto set their hands and seals the day and year first
above written.
Sealed and Delivered in Presence of
William D. Ellis
Lydia Ellis

STATE OF NEW YORK,
County of Tompkins, ss.
On this first day of April
the year one thousand eight hundred and fifty seven, before me, the undersigned, personally appeared
William D. Ellis and Lydia his wife,
acknowledged that they recognized the same.
And the said Lydia, as a private exami-
nation by me, apart from her said husband, acknowledged that she executed the same freely, and without
any fear or compulsion, of her said husband.
Thomas Stewart

A true copy of the original Recorded April 11th 1857 at 12 o'clock P. M.
J. P. Williams

1 DRYDEN NY 537

5

This Indenture, Made this Twenty fifth day of February
 in the year of our Lord one thousand eight hundred and thirty five
 BETWEEN Orren Woodrough and Mary Ann Woodrough
of the County of Lewis of the first part, and
James H. Woodrough of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Five hundred dollars to them duly paid hereunto, and
 BY THESE PRESENTS, do grant and convey to the said party of the second part, Five Acres and one quarter, ALL THAT
 TRACT OR PARCEL OF LAND situate in the Town of Dryden in the County of Lewis and State of New York bounded
 by the lot of the said (Orren Woodrough) to follow beginning at the south west corner of said
lot to thence south twenty (20) chains thence east fifteen (15) chains thence north twenty
three (23) chains thence west fifteen (15) chains to the place of beginning containing of the above
area of land to the said James H. Woodrough.

And the said party of the first part, do hereby warrant and agree to and with the said party of the second part, heirs and assigns
 that the premises thus conveyed in the said and hereunto annexed map of the said party of the first part, shall be
free from all taxes, assessments, liens and incumbrances of every kind and description

And the said party of the first part, do hereby warrant and agree to and with the said party of the second part, heirs and assigns
 that the premises thus conveyed in the said and hereunto annexed map of the said party of the first part, shall be
free from all taxes, assessments, liens and incumbrances of every kind and description

In witness whereof, The said party of the first part, hereunto set their hands and seals the day and year first
 above written.
 Sealed and Delivered in presence of J. H. Woodrough
Orren Woodrough
Mary Ann Woodrough

STATE OF NEW YORK
 County of Lewis
 on this 25th day of February
 the year one thousand eight hundred and thirty five before me, the undersigned, personally appeared
Orren Woodrough and Mary Ann Woodrough
 who know to be the said persons described in, and who declared to me that they were the said persons,
 acknowledged that they executed the same.

And the said Mary Ann Woodrough on a private exam-
 ination by me, says that she is the wife of the said Orren Woodrough and without
 any force or compulsion of her said husband.

W. S. Howard Notary Public

A true copy of the original Recorded February 25th 1835 at 10 o'clock P. M.
W. S. Howard Notary Public

2 DRYDEN 514

514

State of New York) On this 3rd day of February in the year one
Thousand, four hundred and seventy seven, before
me, the subscriber, personally appeared, ~~Isabella Davis and Hylah
Davis~~ known to be the same persons described in an act
who executed the within instrument and severally acknowledged
said that they executed the same: and the said Hylah A. Davis
in 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.

(S.S.)
State of Minnesota) It is known that on the first day of March
County of Minn. 1878, personally came before me, the within
named Chas Davis and Mary A. Davis, known to
supers and readers of the within deed, and acknowledged the
same to be their own free act and deed. And the said Mary
Davis in a separate and apart from her said husband as
acknowledged that she executed the said deed freely and voluntar-
ily and without fear or compulsion from any one.

(S.S.)
State of Minnesota) I, Joseph Vonin Clerk of the District Court for the
County and State of said said Court being a Court of Record having
a seal by this my certificate that H. E. Keller, whose name is subscribed
to the certificate of the proof or acknowledgment, and therein written
was at the time of taking such proof or acknowledgment, an acting
Justice of the Peace for the County, appeared, duly elected and sworn
and duly authorized, to take the same, and further that I am well
acquainted with the handwriting of such Justice and verify below
that the signature to the said certificate of proof or acknowledgment
is genuine, I further certify that said instrument is executed and
acknowledged in conformity with the laws of this State, as appears by
said Certificate. In testimony whereof I have hereunto set my hand
and affixed the seal of said Court at the Clerk's Office in Lake County
the 24 day of March, A.D. 1878. Joseph Vonin, Clerk of the District
Court of Lake County, Minn.

Witness my hand and seal of said Court at the Clerk's Office in Lake County
the 24 day of March, A.D. 1878. Joseph Vonin, Clerk of the District
Court of Lake County, Minn.

Recorded May 7th 1878. at 5.75 over. J. M. Schamp, Clerk

Norman A. Alexander vs
To
Mrs. H. Reid
This indenture made, this fourth day of April
in the year of our Lord one thousand eight
hundred and seventy seven, between Norman A.
Alexander and Mary, his wife of the Town of
Dixson, County of Tompkins and State of New York, of the first part
and Mrs. H. Reid of the Town of Dryden, County of Cortland and State of New
York, of the second part; It is remembered that the said party of the
first part in consideration of the sum of Twenty Dollars Dollars
to them in hand paid by the said party of the second part, the
receipt whereof is hereby confessed and acknowledged, have
agreed, sold, conveyed and quit claimed and by these presents
do bargain, sell, convey and quit claim unto the said party of

Same as
Dryden Deed
Pg. 537

1515

the second party and to his heirs and assigns forever. All the right title and interest in the aforesaid parts of the first part have or ought to have in or to all that piece or parcel of land situated in the aforesaid Town of Dryden and known as being a part of Lot number six and five in said Town and known as follows to wit: Beginning at the southeast corner of said Lot number six and five running thence north twenty chains; thence east forty chains; thence south twenty chains; thence west fifteen chains to the place of beginning containing thirty acres of land be the same more or less. Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and the mansion and severals and remainders annuities and rents issues and profits thereof and all the estate right title claim and demand whatsoever of the said party of the first part either in law or equity of, in and to the above described premises with the said hereditaments and appurtenances to have and to hold to said released premises to the said party of the second part his heirs and assigns to the sole and only proper benefit and behoof of the said party of the second part his heirs and assigns forever in witness whereof the parties of the first part have hereunto set their hands and seals the day and year (the first above written) Thomas C. Alexander Ed
Mary C. Alexander Ed
 sealed and delivered in presence of (20th Dec)

the presence of State of New York. On the fourth day of April in the year Tompkins County one thousand eight hundred and seventy defence one the aforesaid person ally appeared Thomas C. Alexander and Mary C. Alexander to me known to be the same person as called on under the name of the within instrument who are usually persons of legal age that they executed the same. And the said Mary C. Alexander in private examination by me apart from her said husband as her husband that she executed the same freely and without any fear or compulsion of her said husband.

Recorded May 11th 1870 at 10 o'clock AM of W. C. Edging Clerk

<p><u>Thomas J. Gallagher</u> <u>Do</u> <u>Thomas C. Alexander</u></p>	<p>This indenture made this 12th day of April 1870 on the year of our Lord one thousand eight hundred and seventy hundred and seventy between <u>Thomas J. Gallagher</u> wife of <u>Thomas J. Gallagher</u> of the Town of <u>Wellsville</u> in the County of <u>Allegany</u> State of <u>New York</u> of the first part and <u>Thomas C. Alexander</u> of the County of <u>Dryden</u> in the County of <u>Tompkins</u> State of <u>New York</u> of the second part. Witnesseth that the said party of the first part in consideration of the sum of <u>two hundred dollars</u> to her husband paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged both bargained and received and quiet claimed by three persons both bargained and received and quiet claimed under the</p>
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170

Relief J. Sawyer This Indenture, made this third day of January
 in the year of our Lord one thousand eight hundred and seventy
to BETWEEN Relief J. Sawyer and Ann M. Sawyer
of the Town of Cayuga County of New York
the first part and
John A. Reed of the same place of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Twenty five Dollars and no more to the said party of the second part, his heirs and assigns, all THAT TRACT OR PARCELS OF LAND, situate in the Town of Cayuga County of New York and State of New York being a part of Lot number seventy two in said Town, and bounded as follows to wit: Beginning in the center of the Highway running from Relief J. Sawyer north and at the north west corner of a piece of land owned by John B. Galtman wife to Levi X. Reed & Prisoner C. Reed thence east five rods and four tenths and one half feet; thence south one rod and nine tenths three lines to the south corner of lands of said; thence east forty five feet; thence north thirteen and one half rods; thence west eight rods and ten feet to the center of said highway; thence north along the center of said highway five rods and four tenths and one half feet to the place of beginning, containing the right of crossing the above premises north of the same with a beam or any thing the party of the first part or his assigns should choose to use with the said highway; if the first part also chooses he might to connect the water from the premises adjoining the above also said premises to the above passage in the manner and way the water is conveyed at this time, to the party of the second part his heirs and assigns forever.

With the Expenses, and all the Costs, Fines and Penalties therein of the said party of the first part. And the said Relief J. Sawyer do hereby covenant and agree to and with the said party of the second part, his heirs and assigns,

that the premises then conveyed in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, he will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same as 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.

STATE OF NEW YORK,
 Cayuga County, ss. I, John A. Reed of the County and State aforesaid, do hereby certify that the within personally appeared Relief J. Sawyer and Ann M. Sawyer to my known to be the same persons described in, and who executed the within instrument, and acknowledged that they executed the same.
 And the said Ann M. Sawyer 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.

Relief J. Sawyer
Ann M. Sawyer

J. Cresser Notary Public

A true copy of the original. Recorded May 18 1870, at the clock, L. M. J. M. O'Keefe Clerk

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Sam H Reed & Co
of
Watkinsville, Ga

This Indenture, made this Twenty Sixth day of April
in the year of our Lord one thousand eight hundred and seventy two
BETWEEN Sam H Reed & Co of Watkinsville, Ga
of the first part and
John H Reed & Co 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 him duly paid, have sold, and
BY THESE PRESENTS, do grant and convey to the said party of the second part the business and assigns, & the
THAT TRACT OR PARCELS OF LAND, situate in the County of Cayuga, State of New York
and being a part of grant let (see in book of records) in said State and division of

beginning at a point on the line of land between the said Reed & Co. & the
said party of the second part, at right angles from the corner of the lot
of land between the said Reed & Co. & the said party of the second part, and
from thence bearing along said division line about one hundred & ten feet to
a point on the line of land between the said Reed & Co. & the said party of the second part,
from said point on the line of land between the said Reed & Co. & the said party of the second part,
bearing along said division line about one hundred and four feet to the division line
of land between the said Reed & Co. & the said party of the second part, and
thence bearing along said division line about twenty seven feet to the place of beginning, containing
together one hundred and thirty six (136) of an acre of land in the same town or lot.

With the Appurtenances, and all the estate, Title and Interest therein of the said party of the first part. And the said
Sam H Reed & Co
do hereby covenant and agree to and with the said party of the second part, to
that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, and
and assigns, shall 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.
GIVEN AND DELIVERED in Presence of
John H Reed & Co
Sam H Reed & Co
John H Reed & Co

STATE OF NEW YORK,
Cayuga County, ss.
On this 26th day of April 1872
I the undersigned, County Clerk, do hereby certify that the within and foregoing instrument, personally
presented to me by Sam H Reed & Co and John H Reed & Co, who are the subscribers, personally
in my presence to the same persons described in, and who executed the within instrument, and
acknowledged that they executed the same.
And the said John H Reed & Co in public examination
by an agent from her said husband, acknowledged that she executed the same freely, and without any
fraud or compulsion of her said husband.
Charles A. Kelly Clerk

A true copy of the original. Recorded April 26, 1872, at Watkinsville, N.Y.
John H Reed
John H Reed

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No. 130 Deeds.
 Levi H. Reed and
 Warren C. Ellis

This Indenture, made in the death of our Lord one thousand eight hundred and eighty eight day of February in the year
 BETWEEN
 Levi H. Reed and Katy Ann his wife of the Town of Dryden, County of Tompkins and State of New York

Warren C. Ellis of the Town of Dryden, County and State aforesaid of the first part, and
 of the second part, WITNESSETH, That the said party of the first part, in consideration of the sum of one hundred Dollars (\$100) to him duly paid, hath sold and By THESE PRESENTS do grant and convey to the said party of the second part, his heirs and assigns, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins, and State of New York, and described as follows, to wit: being part of great lot No. 61 in said Town of Dryden all or part of a piece of land deeded by Warren C. Ellis and wife Levi H. Reed the twenty ninth day of March 1869, said piece containing about .23 acres of land and recorded in Tompkins County Clerk's office on the 17th day of April 1863 in Liber No. 1 of Dryden of deeds at Page 210 this conveyance conveys all the land lying north of the Railroad taken from the premises above described containing about one acre to the same more or less.

WITH THIS APPURTENANCE and all the Estate, Title and Interest therein of the said party of the first part. And the said party of the first part do hereby covenant and agree to and with the said party of the second part, his heirs and assigns:

that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, and 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 have hereunto set their hand and seal, the day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF

J. Lawrence
 STATE OF NEW YORK
 County of Tompkins
 J. Lawrence
 Notary Public

Levi H. Reed, Esq.
 Katy Ann Reed, Esq.

On this 22 day of February in the year one thousand eight hundred and eighty eight before me, the subscriber, personally appeared Levi H. Reed and Katy Ann his wife to me personally known to be the same persons described in and who executed the within instrument, and they acknowledged that they executed the same.

J. Lawrence
 Notary Public

No. 11

In the Matter of the Estate

File No. 33

Of

Petition filed February 21, 1895

Levi H. Reed, Deceased

Petition for Letters of Administration dated February 21, 1895 by Caty A. Reed filed in the Tompkins County Surrogate's Office shows that decedent died, intestate, on February 4, 1895 leaving the following persons as his only heirs at law and next of kin: Caty A. Reed – widow; Edgar J. Reed – son and Susie Lamkin – daughter, all being of full age and sound mind.

Letters of Administration issued on February 21, 1895 to Caty A. Reed recorded in 42 L.T., Page 487.

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No. 144 Deeds.

Edgar J. Reed

Alfred Tomkins & wife

This Indenture, Made this Twenty day of April in the year
of our Lord one thousand eight hundred and ninety. Between
Edgar J. Reed, the only son of Lewis B. Reed, deceased, and Corrie B. Reed,
his wife, of the Town of Dryden, Tompkins County and State of New York,

of the first part, and
Alfred Tomkins & Corrie B. Tomkins, his wife, the only daughter of Lewis B. Reed, or Lewis B. Tomkins, of the Town
of the second part, Wiltncaseth, That the said parties of the first part, in consideration of the sum of

Five hundred and thirty three Dollars (\$533.00) to them duly paid, have sold and BY THESE PRESENTS do grant and con-
vey to the said parties of the second part, their heirs and assigns, forever, ALL THAT TRACT OR PARCEL OF LAND situate in the

Town of Dryden, County of Tompkins and State of New York, known and distinguished as being a part of lot number ninety-one
in said town, bounded and described as follows, to wit: Beginning at the southeast corner of said lot; thence running West the
line chains and fifty-four links to a stake and stone; thence with thirty-nine chains and ninety-five links to a stake and
stone; thence east thirteen chains and fifty-four links to a stake and stone in the east line of said lot; thence north thirty-
six chains and ninety-five links to the place of beginning. Containing fifty acres of land, also all that certain piece or
parcel of land, situate in the Town of Dryden, County and State of New York and distinguished as being a part of lot
number sixty-two of said town, and bounded as follows, to wit: Beginning at a point on the line between lot number 61 &
62, North twenty-one and a half degrees west and fifty-seven links distant from the center of a bore-wood tree; thence
running east one chain and fifty-eight links; thence north one chain and ninety-three links; thence west to the line
of lots; thence north to the place of beginning. Also All That Tract or Parcel of Land, situate in the Town of Dryden, and
known as being a part of lot number sixty-one of said town and bounded as follows, to wit: Beginning at the south-
west corner of lands deeded to Oliver B. Ellis and Josephine his wife of the Town of Dryden, County of Tompkins and State of
New York to said parties. Thence running west twenty-three chains and seventy links; thence north ten chains and two
links; thence east twenty-three chains and seventy links; thence north ten chains and two links to the place of beginning
containing twenty-three acres and twenty-one one hundredths of an acre of land. Also All That Tract or Parcel of
land, situate in the Town of Dryden, County of Tompkins and State of New York, being a part of lot number ninety-two (92) in said
town, and bounded as follows, to wit: Beginning in the center of the highway running from Peter B. Snyder's north and to the northeast
corner of a piece of land deeded by John B. Oltander and wife to Lewis B. Reed and Truman B. Reed, thence east five rods and fourteen
and one-half feet; thence north one chain and ninety-three links to the north corner of lands aforesaid; thence east forty-five feet; thence
north thirteen and one-half rods; thence west eight rods and ten feet to the center of said highway; thence north along the center of
said highway five rods and fourteen and one-half feet to the place of beginning. Subject to the reservations and conditions contained
in or deduced from Peter B. Snyder to Lewis B. Reed, which deeds are recorded in the Tompkins County Clerk's Office in books 4 of Dryden
Deeds, at page 170. Also All Tract or Parcel of Land, situate in the Town of Dryden, County of Tompkins and State of New York, and
being a part of lot number 78, bounded and described as follows, to wit: Beginning in the center of the highway running north
and south between lots number 71 and 72, and at the northeast corner of lands owned by Abel Kearnes, running thence north along
the center of said highway to a line running east and west midway between the lands of Abel Kearnes and lands owned by the
heirs of William W. Snyder, thence north to the corner of Lewis English, thence east along said English west line to lands of Abel Kearnes;
thence west to the place of beginning. Containing twenty acres of land by the corner more or less.

WITH THE APPURTENANCES, and all the Estate, Title and Interest therein of the said parties of the first part. And the said
Edgar J. Reed does hereby covenant and agree to and with the said parties of the
second part, their heirs and assigns

that the premises thus conveyed in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns,
his 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.
SEALD AND DELIVERED IN PRESENCE OF
Edgar J. Reed to S.
Corrie B. Reed to S.

STATE OF NEW YORK,
County of Tompkins }
Edgar J. Reed of Dryden }
On this Twentieth day of April in the year one thousand eight hundred and
ninety before me the subscriber, personally appeared
Edgar J. Reed, Corrie B. Reed, his wife
in and who executed the within instrument, and they personally acknowledged that they executed the same.

De S. Van Delft,
Notary Public.

A true copy of the original. Recorded April 9th 1895, at 4 o'clock P. M.
L. A. Woodcock Clerk.

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No. 163 DEEDS.

Edgar J. Reed, Jr. ^{TO}

Barrie Reed

This Indenture, made the 11th day of May in the year 1899 of our Lord one thousand eight hundred and ninety nine. BETWEEN Edgar J. Reed and Barrie Reed, his wife, of Dryden, the

of the first part, and Barrie Reed, of the same place,

of the second part, WITNESSETH, That the said part of the first part, in consideration of the sum of One hundred dollars (\$100.00) lawfully money of legal tender, paid by the party of the second part, to the said part of the first part, he sold and IN THESE PRESENTS do hereby grant and convey unto the said part of the second part, here and assigns, forever, all that certain

town of Dryden, County of Tompkins and State of New York, known as being a part of lot Number sixty-five in said town, bounded as follows: Beginning at a point even and one half chains east of the south west corner of said lot number sixty-five; running thence north twenty chains; thence east even and one half chains; thence south twenty chains and thence west even and one half chains to the place of beginning. The premises above described being the east half of the premises described in a deed dated April 4, 1870, from Newman O. Stranders and wife to Levi H. Reed, recorded in Tompkins County Clerk's office May 14, 1870, in Liber 2 of Dryden deeds page 514. Together with the right to use in common with the party of the first part, all the right, title and interest which either of the parties hereto have or may hereafter have or may have hereafter to a right of way extending from said premises across the lands of Dryden to the Ellis road.

WITH THE AFFURANCES, and all the Estate, Title and Interest thereto of the said part of the first part, in the premises, and the said part of the second part, do hereby covenant and agree to and with the said party of the second part, here and assigns forever, that the said part of the first part shall quietly enjoy the said premises. That the said Edgar J. Reed will forever warrant the title to said premises.

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

In Witness Whereof, The parties 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: County of Tompkins, City of Dryden.

Edgar J. Reed, L.S. Barrie Reed, L.S.

On this 11th day of May in the year one thousand eight hundred and ninety nine, before me, the undersigned, personally appeared Edgar J. Reed and Barrie Reed, his wife, to me personally known to be the same persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Gregg Buff, Notary Public.

A true copy of the original. Recorded June 21st 1899 at 10:30 o'clock, A.M. L. H. Van Dusen, Clerk.

No. 14

In the Matter of the Estate

File #74

Of

Petition filed March 8, 1909

Caty A. Reed, Deceased

Petition for Letters of Administration dated March 8, 1909 by Susie C. Lamkin filed in the Tompkins County Surrogate's Office shows that decedent died, intestate, on January 1, 1909 leaving the following people as her only heirs at law and next of kin: Susie C. Lamkin – daughter and Edgar J. Reed – son, both being of full age and sound mind.

Letters of Administration issued on April 3, 1909 to Susie C. Lamkin and recorded in 43A L.T.,
Page 381.

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No. 124, DEEDS

Alfred Lamkin & Wife,
Raymond A. Pearson,

This Indenture, Made the 30th day of April in the year of--

one thousand nine hundred and nineteen, Between Alfred Lamkin and Susie C. Lamkin, his wife, and individually, both of Dryden Township, County of Tompkins and State of New York, parties, of the first part, and

Raymond A. Pearson, of the City of Ames in the State of Iowa, party

of the second part, ~~Witnesseth~~ That the said parties of the first part ^{for and} in consideration of the sum of Nine Hundred -- (\$900.00), to the parties of the first part duly paid, have sold, and BY THESE PRESENTS, do grant and convey to the said party of the second part, his heirs and assigns,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, County of Tompkins, and State of New York, and being a part of Lot Number Seventy-two (72) bounded and described as follows, to wit: Beginning in the center of the highway running north and south between Lot Number Seventy-one (71) and Lot Number Seventy-two (72) at the northwest corner of lands formerly owned by Asel Lawrence, now owned by Uisude Snyder, running thence north along the center of said highway to a line running east and west midway between the lands formerly owned by Asel Lawrence and lands owned by the heirs of William W. Snyder, thence east to the lands formerly owned by Lewis English, thence south along said English west line to lands formerly owned by Asel Lawrence, thence west to the place of beginning, containing Twenty (20) acres of land, be the same more or less, and being the premises conveyed by Philip S. Snyder and others to Levi H. Reed April 5, 1886, which deed was recorded in the Tompkins County Clerk's office on the 8th day of April, 1886 in Liber 9 of Dryden Deeds at page 89. The parties of the first part having obtained their title to said premises as follows: Levi H. Reed died intestate prior to April, 1895, leaving as his sole heirs at law and next of kin Susie C. Lamkin and Edgar J. Reed, and on or about the ninth day of April, 1895, the said Edgar J. Reed and his wife conveyed by deed to Alfred Lamkin and Susie C. Lamkin, all their right, title and interest in the foregoing premises, which deed was recorded in the Tompkins County Clerk's office on the ninth day of April, 1895 in Book Number 144 of Deeds at page 138. The dower rights of Katy Ann Reed, widow of Levi H. Reed, deceased, terminated by her death about twelve years ago, at Dryden, Tompkins County, New York.

WITH THE AFFURTHERANCES, and all the Rights, Title and Interest therein of the said parties 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, his heirs and assigns

that the premises thus conveyed in 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 parties of the first part have hereunto set their hands and seal on the day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF	U.S.I.R. \$1.00	Alfred Lamkin, Susie Lamkin.	L. S. L. S.
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STATE OF NEW YORK:)
County of Tompkins,) ss:
City of Ithaca,)
On this 30th day of April in the year one thousand nine hundred and nineteen before me, the subscriber, personally appeared Alfred Lamkin and Susie C. Lamkin, his wife 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.

Willard M. Kent,
Tompkins County Judge.

A true copy of the original. Recorded April 30,

1919, at 4:30

Charles F. Fordell, Clerk.

No. 16

In the Matter of the Estate

File No. 70

Of

Alfred Lamkin, Deceased

Petition for Letters of Administration by Susie Lamkin filed in the Tompkins County Surrogate's Office April 5, 1920 shows that decedent died, intestate, on March 26, 1920 leaving him surviving Susie Lamkin — widow, being of full age and sound mind.

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DEEDS--NO. 198

at Dickinson, N. Y., this 26th day of November 1920.

(Seal)

Frank X. Warner Clerk.

State of New York,
County of Tompkins,

ss: On this 25th day of October, 1920, before me, the subscriber personally appeared Mary R. Korherr, to me known to be the same person described in and who executed the foregoing instrument and she duly acknowledged to me that she executed the same.

Eugene Terry Notary Public.

My commission expires Mar. 1st, 1922.

Recorded Dec. 10. 1920. at 11.00 A. M.

Chas. F. Starkell

John Lemkin & wife, * THIS INDENTURE, Made the 16th day of July in the year One thousand
to * nine hundred and twenty, BETWEEN John Lemkin and Mary E. Lemkin,
Susie C. Lemkin, * his wife of the Town of Caroline, Tompkins County, N. Y. parties
***** of the first part, and Susie C. Lemkin of the Town of Caroline,
Tompkins County, N. Y. party of the second part, WITNESSETH, That the said parties of the
first part, for and in consideration of One Dollar and other considerations (\$1.00), lawful
money of the United States, paid by the said party of the second part, do hereby remise,
release and forever Quit-Claim unto the said party of the second part, her heirs and assigns
forever. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins
and State of New York, known and distinguished as being a part of Lot Number sixty-one in said
town, bounded and described as follows, to wit:- Beginning at the southeast corner of said
Lot; thence running west thirteen chains and fifty-four links to a stake and stones; thence
north thirty-six chains and ninety-five links to a stake and stones; thence east thirteen
chains and fifty-four links to a stake and stones in the east line of said Lot; thence south
thirty-six chains and ninety-five links to the place of beginning, containing fifty acres of
land. Also all that certain piece or parcel of land, situate in the Town of Dryden, County
and State aforesaid, known and distinguished as being a part of Lot Number sixty-two or said
Town, and bounded as follows, to wit:- Beginning at a point on the line between lots Number 61
and 62, south twenty-six and a half degrees west and fifty-seven links distant from the center
of a bass-wood tree; thence running east one chain and fifty-eight links; thence south one
chain and ninety-three links; thence west to the line of Lots; thence north to the place of
beginning. ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, and known
as being a part of Lot Number Sixty-one of said Town and bounded as follows, to wit:- Begin-
ning at the southwest corner of lands deeded to Warren D. Ellis and Lydia his wife of the
Town of Dryden, County of Tompkins and State of New York by Jacob Crute. Thence running west
twenty-three chains and seventeen links; thence north ten chains and two links; thence east
twenty-three chains and seventeen links; thence south ten chains and two links to the place
of beginning, containing twenty-three acres and twenty-one one hundredths of an acre of land.
ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins and
State of New York, being a part of Lot Number Sixty-two (62) in said Town, and bounded as
follows, to wit: - Beginning in the center of the highway running from Peter T. Snyder's
north, and at the northwest corner of a piece of land deeded by John B. Ostrander and wife to
Levi H. Reed and Truman R. Reed; thence east five rods and fourteen and one-half feet; thence
south one chain and ninety-three links to the south corner of lands aforesaid; thence east
forty-five feet; thence north thirteen and one-half rods; thence west eight rods and ten feet
to the center of said highway; thence south along the center of said highway five rods .

RECORDED

1997

DEEDS - No. 198

and fourteen and one-half feet to the place of beginning. Subject to the reservation and conditions contained in a deed from Peter T. Snyder to Levi H. Reed, which deed is recorded in the Tompkins County Clerk's Office in Liber 4 of Dryden Deeds, at page 170. ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins and State of New York, and being a part of Lot Number 72, bounded and described as follows, to wit: Beginning in the center of the highway running north and south between Lots Number 71 and 72, and at the Northwest corner of lands owned by Axel Larance running thence north along the center of said highway to a line running east and west midway between the lands of Axel Larance and lands owned by the heirs of William W. Snyder; thence east to the lands of Lewis English; thence south along said English west line to lands of Axel Larance; thence west to the place of beginning, containing twenty acres of land be the same more or less. Being all the land conveyed by a deed recorded in Tompkins County Clerk's Office in Book 144 of Deeds at page 150, to which deed and record reference is hereby made with the same force and effect as though herein set forth in full. There is hereby conveyed all the interest of parties of the first part in and to all the real estate owned or standing in the name of Alfred Lamkin, deceased at the time of his death. He died a resident of Tompkins County on the 28th day of March, 1920 and parties of the first part hereby conveys to party of the second part all the right, title, and interest which parties of the first part or either of them have in and to the estate both real and personal of said Alfred Lamkin, deceased. The said John Lamkin being the father of Alfred Lamkin; deceased and this deed vests full title in all the property owned by said Alfred Lamkin at the time of his death, in Susie C. Lamkin, party of the second part absolutely. TOGETHER with the appurtenances; and all the estate and rights of the said parties of the first part in and to said premises. TO HAVE AND TO HOLD the above granted, bargained and described premises unto the said party of the second part, her heirs and assigns forever. IN WITNESS WHEREOF. The said parties of the first part have hereunto set their hands and seals the day and year first above written.

John Lamkin (L. S.)
 Mary E. Lamkin (L. S.)

U. S. I. R. §.50

State of New York, }
 County of Tompkins, }
 Town of Caroline, } as:

On this 10th day of December in the year One thousand nine hundred and twenty before me, the subscriber, personally appeared John Lamkin and Mary E. Lamkin to me personally known to be the same persons described in and who executed the foregoing instrument and they each duly acknowledged to me that they executed the same.

N. A. Egan Notary Public.

Clarence A. Egan
 Notary Public

Recorded Dec. 10, 1920, at 11.50 A. M.

H. Herbert Seamon, et al * This indenture, Made the 7th day of December in the year One
 to * thousand nine hundred and twenty. Between H. Herbert Seamon and
 Frank W. Baird & WF. * Theodora C. Seamon his wife of the City of Cortland N. Y. and
 * * * * * * Jennie L. Seamon of the Town of Dryden, County of Tompkins and
 State of New York, of the first part, and Frank W. Baird and Mary E. Baird his wife of the
 Town of Dryden, County of Tompkins and State of New York, of the second part. Witnesseth,
 That the said parties of the first part, in consideration of the sum of One Dollars (\$1.00),
 lawful money of the United States, paid by the said parties of the second part, do hereby grant
 and release unto the said parties of the second part, their heirs and assigns forever, All
 that tract or parcel of land situate in the Village of Presville, Town of Dryden, County of

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DEEDS - NO. 198

Susie G. Lemkin *
 to *
 Henry T. Reed. *
 ***** *

THIS INSTRUMENT, Made the 30th day of December in the year One thousand nine hundred and twenty, BETWEEN Susie G. Lemkin of the Town of Dryden, Tompkins County, N. Y. party of the first part, and Henry T. Reed of the Town of Dryden, Tompkins County, N. Y. party of the second part. WITNESSETH; That the said party of the first part, for and in consideration of the sum of Thirty-five hundred Dollars (\$3500.00), lawful money of the United States, paid by the said party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever; ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden County of Tompkins, and State of New York, known and distinguished as being a part of Lot Number sixty-one in said Town, bounded and described as follows, to wit:- Beginning at the southeast corner of said lot; thence running west thirteen chains and fifty-four links to a stake and stones; thence north thirty-six chains and ninety-five links to a stake and stones; thence east thirteen chains and fifty-four links to a stake and stones in the east line of said lot; thence south thirty-six chains and ninety-five links to the place of beginning. Containing fifty acres of land. ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, and known as being a part of Lot Number sixty-one of said Town and bounded as follows, to wit:- Beginning at the southwest corner of land deeded to Warren D. Ellis and Lydia, his wife, of the Town of Dryden, County of Tompkins and State of New York to Jacob Cruts. Thence running west twenty-three chains and seventeen links; thence north ten chains and two links; thence east twenty-three chains and seventeen links; thence south ten chains and two links to the place of beginning. Containing twenty-three acres and twenty-one one hundredths of an acre of land. ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Town of Dryden, County and State aforesaid known and distinguished as being a part of Lot Number sixty-two of said Town, and bounded as follows, to wit:- Beginning at a point on the line between Lots Number sixty-one and sixty-two, south twenty-six and a half degrees west and fifty-seven links distant from the center of a bass-wood tree; thence running east one chain and fifty-eight links; thence south one chain and ninety-three links; thence west to the line of Lots; thence north to the place of beginning. ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins and State of New York, being a part of Lot number sixty-two in said Town, and bounded as follows, to wit:- Beginning in the center of the highway running from Peter T. Snyder's north, and at the northwest corner of a piece of land deeded by John E. Ostlander and wife to Levi H. Reed and Truman H. Reed; thence east five rods and fourteen and one-half feet; thence south one chain and ninety-three links to the south corner of lands aforesaid; thence east forty-five feet; thence north thirteen and one-half rods; thence west eight rods and ten feet to the center of said highway; thence south along the center of said highway five rods and fourteen and one-half feet to the place of beginning, Subject to the reservations and conditions contained in a deed from Peter T. Snyder to Levi H. Reed, which deed is recorded in the Tompkins County Clerk's Office in Liber 4 of Dryden Deeds, at page 170. ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins and State of New York, known as being a part of lot Number sixty-five in said town, bounded as follows: Beginning at a point seven and one-half chains east of the south-west corner of said lot number sixty-five; running thence north twenty chains; thence east seven and one-half chains; thence south twenty chains and thence west seven and one-half chains to the place of beginning. The premises above described ^{described} being the east half of the premises described in a deed dated April 4th, 1870 from Newman H. Ostlander and wife to Levi H. Reed, recorded in Tompkins County, Clerk's Office

149971

277

DEEDS - NO. 198

May 14th, 1870 in Liber 2 of Dryden Deeds at page 514. Together with the right to use in common with Edgar J. Reed, all the right title and interest which either he or she parties hereto have or may have hereafter to a right of way extending from said premises across the lands of Snyder to the Ellis road. There is also hereby conveyed all the right, title and interest owned by party of the first part in and to the right of way from the wood lot across the lands of Edgar J. Reed, connecting with the right of way from the Ellis Hollow Road. There is excepted from the above conveyance the property conveyed to Warren G. Ellis by deed recorded in Book 139 of Deeds at page 523 to which deed and record reference is hereby made and the land sold to the Railroad Company. And the property conveyed to Professor Raymond A. Pearson is not included in the above. TOGETHER with the appurtenances; and all the estate and rights of the said party of the first part in and to 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 Susie C. Lanekin does covenant with the said party of the second part as follows: THAT the party of the second part shall quietly enjoy the said premises. THAT the said Susie C. Lanekin will forever warrant the title to said premises. IN WITNESS WHEREOF The said party of the first part has hereunto set her hand and seal the day and year first above written.

Susie C. Lanekin (L. S.)

J. S. R. I.
\$3760

State of New York,
County of Tompkins) SS
City of Ithaca.

On this 20th day of December, in the year One thousand nine hundred and twenty, before me, the subscriber, personally appeared Susie C. Lanekin to me personally known to be the same person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Recorded Dec. 30, 1920, at 3,40 P. M.

Monroe M. Sweetland, Notary Public



Susan M. Stephens * THIS AGREEMENT, Made the seventh day of October nineteen hundred
to * and twenty BETWEEN Susan M. Stephens, of the City of Ithaca,
New York Telephone Co. * County of Tompkins and State of New York, party of the first part
***** (hereinafter called the Landlord), and the NEW YORK TELEPHONE
COMPANY, having its principal place of business at No. 15 Bay Street, in the Borough of Man-
hattan, in the City, County and State of New York, a domestic corporation, party of the
second part (hereinafter called the Tenant), WITNESSETH, that the Landlord hereby lets unto the
Tenant and the Tenant hires of and from the Landlord, the entire grade floor and basement of
that certain four-story brick structure commonly known as the Stephens Building, situate at
the southeasterly corner of South Aurora and State Streets, being No. 101 South Aurora Street,
in the City of Ithaca, County of Tompkins and State of New York, for its commercial offices as
at present used and for no other purpose, for the term of 4 years, 4 months to commence on
the fifteenth day of December in the year 1920, at noon and to end on the thirtieth day of
April in the year 1925, at noon, unless sooner terminated, as hereinafter provided, at the
yearly rent of one thousand five hundred and sixty and no one hundredths dollars (\$1560-
payable in equal monthly installments in advance. IT IS MUTUALLY AGREED by the parties/that
said letting and hiring is and shall be upon the following terms, conditions, covenants and
agreements: First: The Tenant shall pay the rent as above specified, and shall not assign
this lease or sublet any part of the within demised space without the written consent of the
Landlord. Second: If any rent shall be due or unpaid, or if default shall be made in any

DEEDS No. 241

The Undersigned, hereinafter called the GRANTOR, being the owner of or having an interest in land situate in the Town of **Groton**, County of **Tompkins**, State of New York, fronting on the street of highway known as **The Salt Road on the east and southerly** and **northerly** by the land of **Howard A. Spaulding** by the land of **Clarion Wilcox and school**

In Consideration of \$100 paid by the Grantor, hereby grants and releases unto the **NEW YORK STATE ELECTRIC & GAS CORPORATION, - Ithaca, N.Y.** corporation organized under the laws of the State of New York, having its principal office at Ithaca, N.Y., its successors and assigns, the right, privilege and authority to construct, reconstruct, extend, operate, inspect, maintain and at its pleasure remove, a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures or appliances used or adapted for the transmission and/or distribution of electric current for public or private use, upon and over said land and property and/or the highways abutting or crossing through said land.

Together with the right to trim, cut and remove trees and brush to the extent necessary to clear said wires and pole line by at least **fifteen** feet. Provided, however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee. Dated this **25th** day of **September** 19**35**.

In Presence of: (Subscribing Witness) **Edgar B. Smith** (L.S.)
(Subscribing Witness) **Mrs Alice Smith** (L.S.)
(SUBSCRIBING WITNESS ACKNOWLEDGMENT)

STATE OF NEW YORK
County of **Tompkins**
I, **Edgar B. Smith**, On this **25th** day of **September**, 19**35**, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he reads in the instrument subscribed to and who executed the foregoing instrument; that he said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.
(PERSONAL ACKNOWLEDGMENT)
(Notary Public)

STATE OF NEW YORK
County of **Cayuga**
I, **W. C. Avery**, Notary Public for **Tompkins County** acting in **Cayuga County** under the provisions of the Executive Law, Article 10, Section 11, Chapter 100 of the Laws of 1934, at 11:58 clock A. M. on this **11th** day of **July**, 19**35**.
H.K. Daniel

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 **Turkey Hill Road** on the north and on the west by the land of **A. I. Reed**

In Consideration of \$100 paid by the Grantor, hereby grants and releases unto the **NEW YORK STATE ELECTRIC & GAS CORPORATION, - Ithaca, N.Y.** corporation organized under the laws of the State of New York, having its principal office at Ithaca, N.Y., its successors and assigns, the right, privilege and authority to construct, reconstruct, extend, operate, inspect, maintain and at its pleasure remove, a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures or appliances used or adapted for the transmission and/or distribution of electric current for public or private use, upon and over said land and property and/or the highways abutting or crossing through said land.

Line running southwardly from the lands of **Jay Crutts**, west of the **Turkey Hill Road** across Grantor's property, as staked, to the property of **A. I. Reed** located west of Grantor's property and on the **Stevenson road**.

Together with the right to trim, cut and remove trees and brush to the extent necessary to clear said wires and pole line by at least **15** feet. Provided, however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee. Dated this **27th** day of **April**, 19**38**.

In Presence of: (Subscribing Witness) **Henry T. Reed** (L.S.)
(Subscribing Witness) **Bessie E. Reed** (L.S.)
(SUBSCRIBING WITNESS ACKNOWLEDGMENT)

STATE OF NEW YORK
County of **Tompkins**
I, **W. C. Avery**, On this **27th** day of **April**, 19**38**, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides in the town of **Ithaca**, that he knew **Henry T. Reed and Bessie E. Reed** then to be the individuals described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.
(PERSONAL ACKNOWLEDGMENT)
(Notary Public)

STATE OF NEW YORK
County of **Tompkins**
I, **W. C. Avery**, On this **27th** day of **April**, 19**38**, before me, the undersigned, personally appeared **C. O. Proxse** to me personally known and known to me to be the same person described in and who executed the within instrument and do hereby acknowledged to me the execution of the same.
(Notary Public)

Recorded July 11, 1936 at 11:59 A.M.

H.K. Daniel CLERK

M60994

AND said Mabel G. Hoare covenants as follows:

FIRST, that the party of the second part shall quietly enjoy the said premises;

SECOND, That said Mabel G. Hoare will forever WARRANT the title to said premises.

IN WITNESS WHEREOF the party of the first part has hereunto set her hand and seal the day and year first above written.

U.S.T.R. § 2.60

Mabel G. Hoare

L.S.

STATE OF NEW YORK
COUNTY OF SCHUYLER
TOWN OF DIX

On this fifteenth day of December Nineteen Hundred and thirty-eight, before me, the subscriber, personally appeared Mabel G. Hoare of the city of Ithaca, Tompkins County, New York, to me personally 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.

SEAL

Edwina M. Ellison, Notary Public, Schuyler Co., N.Y.

STATE OF NEW YORK
SCHUYLER COUNTY CLERK'S OFFICE

I, Lawrence E. Morgan, Clerk of said County and of all the Courts of Record thereof (except the Surrogate's Court) do hereby certify that Edwina M. Ellison whose name is subscribed to the foregoing Certificate of Proof or Acknowledgment of the annexed instrument was at the date thereof a Notary Public in and for said County, duly authorized and qualified to take the same, and also to take the Proof and Acknowledgment of Deeds; that I am well acquainted with her handwriting and verily believe that said signature is genuine, and that said instrument is executed and acknowledged according to the laws of the State of New York; and I further certify that the impression of the seal of said officer is not required by law to be recorded in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts at Watkins Glen, this 15th day of December 1938.

SEAL

L.E. Morgan, Clerk
By Adlyn S. George, Deputy County Clerk.

Recorded December 20, 1938 at 12:20 P.M.
City Stamp.

H.C. Daniel CLERK

Andrew Ira Reed et al. : THIS INDENTURE, Made the 20th day of December Nineteen Hundred
to : and thirty-eight. BETWEEN Andrew Ira Reed, a widower and Henry
Cornell University. : T. Reed, both of the Town of Dryden, New York; S. Irene Schutt
----- X of Cayton, New York; Carrie Alice Snyder of Dryden, New York, Ida
Roe of Owego, New York; and Ira W. Reed of Varna, New York, and Amelia Reed of Cayton, New York,
parties of the first part, and Cornell University a corporation organized and existing under the
laws of the State of New York, and having its principal office in Ithaca, New York, party of
the second part,

WITNESSETH that the parties of the first part, in consideration of One Dollar (\$1.00) law-
ful money of the United States, and other good and valuable consideration paid by the party of
the second part, do hereby grant and release unto the party of the second part, its successors
and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the town of Dryden, County of
Tompkins, and State of New York, being a part of Lot No. 21 in said Town, bounded and described
as follows:

Beginning in the south line of Lot No. 61 at the southwest corner of a piece of land formerly owned by George Brown, and subsequently owned by Levi H. Reed, and now occupied by Henry T. Reed, running thence west along said south line of lot 61 a distance of sixteen hundred, six and 98/100ths feet (1606.98) to the east boundary of the lands of Clara Helfer, thence north along said Helfer east boundary twenty-four hundred thirty-eight and 7/10ths feet (2438.7); thence east a distance of sixteen hundred six and 98/100ths feet (1606.98) to the west boundary of the said land occupied by Henry T. Reed, thence south along said boundary twenty-four hundred thirty-eight and 7/10ths feet (2438.7) to the point or place of beginning, comprising 90 acres of land more or less and being the same premises conveyed by Newman E. Ostrander and wife to Truman B. Reed, by a deed recorded in Book E of Dryden Deeds, page 554, in the Tompkins County Clerk's Office and passing under the will of said Truman B. Reed, recorded in Book 88 of Wills, page 548, in said Clerk's Office.

But subject however, to a right of way heretofore granted by Andrew Ira Reed to Henry T. Reed, and for some time exercised by the latter, over the northeast twenty (20) feet of the above mentioned premises in the northeast corner thereof running from the lands of the said Henry T. Reed, immediately to the east of the above premises, and continuing from there across the said portion of the above described premises to the lands adjoining on its north boundary.

Together with all rights, claims and interests of each and all of the parties of the first part in and to the said demised premises under the Will of Truman B. Reed, deceased, or by descent from him directly or indirectly under the intestate laws of the State of New York, and including all the right, title and interest of Andrew I. Reed conveyed to him by a contract dated November 8, 1910 between him and Amelia Reed.

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND said Andrew Ira Reed covenants as follows:

FIRST. That the party of the second part shall quietly enjoy the said premises;

SECOND. That said Andrew Ira Reed will forever WARRANT the title to said premises.

THIRD. That the grantor receives the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of any improvement, that has been commenced upon the premises and has not been completed at least four months before the making and recording of this deed, and that the grantor will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purposes.

IN WITNESS WHEREOF the parties of the first part have hereto set their hands and seals the day and year first above written.

<p>IN PRESENCE OF Robert B. Meigs.</p> <p>U.S.I.R.\$7.50</p> <p>STATE OF NEW YORK) COUNTY OF TOMPKINS)</p>	<p>Andrew I. Reed E. Irene Schutt Carrie Alice Snyder Ida Roe Ira W. Reed Amelia Reed Henry T. Reed</p>	<p>L.S. L.S. L.S. L.S. L.S. L.S. L.S.</p>
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On this 20th day of December Nineteen Hundred and thirty-eight, before me, the subscriber, personally appeared Andrew Ira Reed, Henry T. Reed, E. Irene Schutt, Carrie Alice Snyder, Ida Roe, and Amelia Reed, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally acknowledged to me that they executed the same.

Robert B. Meigs, Notary Public.

Recorded December 20, 1938 at 12:40 P.M.

H. C. [Signature] CLERK

M65503

The Undersigned, hereinafter called the GRANTOR, being the owner of or having an interest in land situate in the Town of **Caroline**, County of **Tompkins**, State of New York, fronting on the street or highway known as **Brooktondale-Ithaca Road** and bounded **westerly** by the land of **Edwin U. Sharter** and **southerly** by the land of **Robt James Albertson**.

In Consideration of \$1.00 paid by the Grantee, hereby grants and releases unto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having its principal office at **Ithaca, 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 pole line with the necessary wires, cross arms, guy wires, braces and other fixtures of apparatus used or adapted for the transmission and/or distribution of electric current for public or private use, upon and over said land and property and/or the highways abutting or running through said land.

Line running along the East side of the Brooktondale road from the lands of Edwin U. Sharter across grantor's property as staked and crossing the road to the lands of Robert J. Albertson.

Together with the right to trim, cut and remove trees and brush to the extent necessary to clear said wires and pole line by at least **six** feet.

Provided, however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee. Dated this **19th** day of **October** 19 **39**.

In Presence of: **Grace R. Quick** (L. E.)
(Subscribing Witness) (L. E.)

STATE OF NEW YORK }
County of }
On this } day of } 19 } before me personally came }
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by }
me duly sworn, did depose and say that he resides in } to be the individual }
that he knew } described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw } executes }
the same; and that he, said witness, at the same time, subscribed his name as witness thereto. (Notary Public)

(PERSONAL ACKNOWLEDGMENT)

STATE OF NEW YORK }
County of }
On this } day of } 19 } before me, the subscriber, }
personally appeared } to me personally known and known to me to be the same person } described in and who executed the }
within instrument and duly acknowledged to me the execution of the same. (Notary Public)

Recorded on the **16** day of **November** 19 **39** at **10:00** o'clock **A. M.**
H. O. Powell (Clerk)

21

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 **Turkey Hill Road** and bounded **northerly** by the land of **Jay Crutts** and **southerly** by the land of **Sallie D. Dunn**.

In Consideration of \$1.00 paid by the Grantee, hereby grants and releases unto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having its principal office at **Ithaca, 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 pole line with the necessary wires, cross arms, guy wires, braces and other fixtures of apparatus used or adapted for the transmission and/or distribution of electric current for public or private use, upon and over said land and property and/or the highways abutting or running through said land.

This right of way is limited to the following construction, to wit: Pole No. 104-16 in existing line to be moved eastwardly and along the fence line, a distance of about ten feet. The two poles next northerly to be moved eastwardly sufficient distance to bring the existing electric line in a straight line with the relocated pole. The extension to be built to begin, the relocated pole (104-16) as above described running thence southwardly and West of the Turkey Hill road across Grantor's property as now staked, to wit; jointly with existing telephone line for five consecutive poles; thence crossing highway to the property of Sallie D. Dunn. A guy wire to be located (attached to said fifth consecutive pole) on grantor's property, near to and just south of a fence line separating cultivated field and pasture. No further construction or extensions of any nature to be made without the written consent of Grantor hereon. Guy wire to be shielded and located within six inches of the ground.

Together with the right to trim, cut and remove trees and brush to the extent necessary to clear said wires and pole line by at least **six** feet. **This does not include any tree located in front yard at residence.**

Provided, however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee. Dated this **2nd** day of **November** 19 **39**.

In Presence of: **Henry T. Reed** (L. E.)
(Subscribing Witness) **Bessie E. Reed** (L. E.)
(Subscribing Witness)

STATE OF NEW YORK }
County of }
On this } day of } 19 } before me personally came }
the subscribing witness in the foregoing instrument, with whom I am personally acquainted, who being by }
me duly sworn, did depose and say that he resides in } to be the individual }
that he knew } described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw } executes }
the same; and that he, said witness, at the same time, subscribed his name as witness thereto. (Notary Public)

(PERSONAL ACKNOWLEDGMENT)

STATE OF NEW YORK }
County of }
On this } day of } 19 } before me, the subscriber, }
personally appeared } to me personally known and known to me to be the same person } described in and who executed the }
within instrument and duly acknowledged to me the execution of the same. (Notary Public)

G. O. Frouse,

Recorded **November 16, 1939 at 10:00 A.M.**
H. O. Powell CLERK

23

RECEIVED of the NEW YORK TELEPHONE COMPANY, hereinafter referred to as the Grantee One Dollar (\$1.00) in consideration of which Henry T. Reed and Bessie E. Reed

of Illiana, N.Y. L.O. 82 hereinafter called the Grantors hereby grants and conveys with general Warranty unto the Grantee, its successors, assigns, lessees and agents, a perpetual right of way and easement to construct, maintain, repair and operate its communication lines, consisting of such poles, cables, conduits, manholes, fixtures, marker poles and appurtenances, as the business of the Grantee, its successors, assigns, and lessees, may from time to time require under, through, over and across the property which the Grantors own or in which the Grantors may have an interest, being a part of Lot No. _____ Block No. _____ of the

Town of Argyle County of Tompkins State of New York, and also upon, over and/or under the highways upon or adjoining said property, with the right at all times to cross and recess over said property with vehicles and equipment for the purpose of exercising the rights herein granted and of reaching points on Grantee's right of way on neighboring lands, and with the right to remove from time to time all trees, limbs of trees, brush, and structures along said lines which may interfere with or endanger the construction or maintenance of the same, and the Grantors for, themselves their heirs, assigns, successors and legal representatives hereby covenants that no building or other structure will be erected or permitted within 10 feet of said lines.

one hundred feet parallel to the center line of said Grantors' Road approximately 50 to 55 from the center line of said Grantors' Road
The Grantee, its successors, assigns and/or lessees shall compensate the Grantors for all damage to crops and shall repair any damage done to the driveways, fences and fields in the exercise of the rights herein granted.

IN WITNESS WHEREOF, this instrument has been duly executed by the Grantors under seal this first day of October 1959.

Witnesses:
Henry T. Reed
Bessie E. Reed

STATE OF NEW YORK }
COUNTY OF _____

On this _____ day of _____ 19____, before me, _____ 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 _____ that at the time of the execution and delivery of said instrument, he was acquainted with _____

and knew _____ to be the persons described in and who executed the said instrument; and that he, the said witness, saw _____ sign, seal and deliver the same as _____ voluntary act and deed; and that _____ acknowledged to him the said witness, that _____ executed and delivered the same, and that he, the said witness, thereupon subscribed his name as attesting witness thereto.

STATE OF NEW YORK }
COUNTY OF Tompkins

On this first day of October 1959, before me personally appeared Henry T. Reed and Bessie E. Reed to me 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.

Clairmont W. Bonnerond
CLAIRMONT W. BONNEROND Notary Public
No. 25-536-950
Qualified in Tompkins County
Term Expires March 9, 1960

STATE OF NEW YORK }
COUNTY OF _____

On this _____ day of _____ 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____ in the State of _____ that he is the _____

of the _____ the corporation described in 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 his name thereto by like order.

A true copy of the original recorded on the 18 day of Nov. 1959 at 9:00 o'clock A.M., and examined. H. L. Morris
Clerk.

24

RECEIVED of the NEW YORK TELEPHONE COMPANY, a New York Corporation having its principal office at 140 West Street, City, County and State of New York, hereinafter referred to as the Grantee One Dollar (\$1.00) in consideration of which Henry T. Reed & Bessie E. Reed of Tiaca, N.Y. RD #2 hereinafter called

the Grantor(s) hereby grant(s) and convey(s) with general Warranty unto the Grantee, its successors, assigns, lessors and agents, a perpetual right of way and easement to construct, maintain, repair, replace and operate its communication lines, consisting of such poles, cables, conduits, man-holes, fixtures, marker poles and appurtenances, as the business of the Grantee, its successors, assigns, and lessees, may from time to time require under, through, over and across the property which the Grantor(s) own(s) or in which the Grantor(s) may have an interest, being a part of

Lot No. _____ Block No. _____ of the Town of DRYDEN County of TOMPKINS State of New York,

Lines to run along and adjacent to Turkey Hill Road of a distance of approximately 35 feet west of the center line of said Turkey Hill Road.

and also upon, over and/or under the highways upon or adjoining said property 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 Grantee's right of way on neighboring lands, and with the right to remove from time to time all trees, limbs of trees, brush, and structures along said lines which may interfere with or endanger the construction or maintenance of the same, and the Grantor(s) for themselves their heirs, assigns, successors and legal representatives, hereby covenant(s) that no building or other structure will be erected or permitted within 10 feet of said lines.

The Grantee, its successors, assigns, and/or lessees shall compensate the Grantor(s) for all damage to crops and shall repair or cause to be repaired any damage done to the driveways, fences, fields, water pipes, lawns, drainage fields and drainage tile in the exercise of the rights herein granted.

IN WITNESS WHEREOF, this instrument has been duly executed by the Grantor(s) under seal this 17th day of March, Nineteen hundred sixty-five.

Witness To
C. W. Bonnerford
Notary Public and Clerk of Court
New York Telephone Co.
214 N. Third St. Ithaca, N.Y.

Bessie E. Reed L.S.
Henry T. Reed L.S.

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

On this 17th day of March, 1965, before me personally appeared Henry T. Reed and Bessie E. Reed to me known, and known to me to be the same person(s) described in and who executed the within instrument, and they duly acknowledged to me that they executed the same.

Clairmont W. Bonnerford
CLAIRMONT W. BONNERFORD
Notary Public, State of New York
No. 85-5280963
Qualified in Tompkins County
Term Expires March 30, 1966

A true copy of the original recorded on the 18 day of March, 1965 at 3:17 o'clock P., and examined.

Bally Robinson
Clerk

No. 25

8 Wills, Page 447

: File No. A2720

Last Will & Testament

: Will dated Apr. 5, 1966

of

: Probated in Tompkins County
Surrogate's Court Sept. 5, 1967

Henry T. Reed, Deceased

: Certified Copy of Will recorded
in Tompkins County Clerk's
Office on July 10, 1968 in
Liber 476 of Deeds, Page 396

X

Proofs show date of death
Aug. 20, 1967

WILL PROVIDES AS FOLLOWS:

"FIRST: I direct that all my just debts and funeral expenses be paid.

SECOND: I give, devise and bequeath all the rest, residue and remainder of my estate of whatsoever name or nature, be the same realty, personalty or mixed, and where-soever the same may be situated to which I may be entitled, or of which I may have the power to dispose or the power to appoint at the time of my decease to my wife, Bessie F. Reed, for life and upon her demise I give, devise and bequeath all the rest, residue and remainder of my estate as aforesaid, as follows:

a. One thousand Dollars (\$1,000.00) to each of my grand-children living at the time of the demise of my wife, if she has outlived me or at my death if she predeceases me to be used for the education of each of my said grand-children or to be paid to such of my grand-children who are 21 years of age or older at such time and I further direct that payment of such bequests shall be made to my son, Alton I. Reed for such of his children who are under 21 years of age and to my daughter, Helen A. Lewis for such of her children who are under 21 years of age, they to use said money for educational purposes of their respective children as herein provided and they shall not be required to furnish bond for the faithful performance of their duties.

b. The remainder of the residue of my estate, as

aforesaid, to my said son, Alton I. Reed, and my said daughter, Helen A. Lewis, share and share alike per stirpes.

THIRD: I direct that the one who qualifies as executor of my Will shall not be required to furnish bond for any reason whatsoever.

FOURTH: I request that those who qualify as executor shall use the firm of Thaler & Thaler as attorneys because of my long acquaintanceship with them.

LASTLY, I hereby appoint my son, Alton I. Reed, executor and my daughter, Helen A. Lewis, executrix, of this my LAST WILL AND TESTAMENT, or in the event that either predeceases me, refuses, is unable or is not qualified to act, the survivor or the one willing and qualified to act as executor or executrix of this my LAST WILL AND TESTAMENT, with full power to lease, mortgage or sell real estate upon such terms and conditions as in the discretion of the one who qualifies as executor or executrix may deem best, without being required to apply to the Court for permission to lease, mortgage or sell; hereby revoking all former wills by me made."

Petition for Probate by Alton I. Reed and Helen A. Lewis shows that decedent was survived by:

Alton I. Reed - son	Lynn A. Reed - Granddaughter
Helen A. Lewis - daughter	Susan A. Reed - Granddaughter
James A. Reed - Grandson	Arlene K. Lewis - Granddaughter
Arnold R. Lewis - grandson	
Ronald D. Lewis - grandson	

all being of full age and sound mind.

Letters Testamentary issued to Alton I. Reed and Helen A. Lewis 8 Wills Page 448.

Order determining estate Tax to be \$3,111.61 filed Feb. 17, 1968.

Receipt by D. A. Stobbs Tompkins County Treasurer dated

Aug. 7, 1968 and filed, shows \$3,204.96 paid.

Schedule I - New York Real Property Includes:

"74 Turkey Hill Rd., Ithaca, NY, R. D. #2, House and
Barns and about 72 acres of land Tax Map 57-1-7 47.72 acres
Tax Map 56-5-30 22.31 acres
and wood lot of about 15 acres off Ringwood Rd., Town of
Dryden, Tax Map 59-1-6...Decd recorded in Tompkins County
Clerk's Office in Liber 198 of Deeds at page 276."

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26

This Indenture

92107

488 476 PAGE 668

Made the 26th day of July
Nineteen Hundred and Sixty-eight

Between ALTON I. REED of 88 Mt. Pleasant Road, Freeville, New York,
R.R., and HELEN A. LEWIS of 356 Buck Road, Ludlowville,
New York, R.R., individually and as executors of the Estate
of Henry T. Reed, deceased,

parties of the first part, and

ALTON I. REED of 88 Mt. Pleasant Road, Freeville, New York,
R.R.,

party of the second part,

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

-----ONE-----Dollar (\$1.00-----)
lawful money of the United States, and other valuable consideration
paid by the party of the second part, do hereby grant and release unto the
party of the second part, his distributees
and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town

of Dryden, Tompkins County, New York, being a part of Lot 61 in said
Town, bounded and described as follows: Beginning at the southeast cor-
ner of Lot 61; thence west 893.64 feet to a stake and stones; thence
north 2438.7 feet to a stake and stones; thence east 893.64 feet to a
stake and stones in the east line of Lot 61; thence south 2438.7 feet to
the place of beginning, containing 50 acres of land.

Also ALL THAT TRACT OR PARCEL OF LAND situate in the Town of
Dryden, Tompkins County, New York, being part of Lot 61 in said Town,
bounded and described as follows: Beginning at the southwest corner of
the premises described in a deed to Warren D. Ellis and Lydia Ellis from
Jacob Cruts; thence west 1529.22 feet; thence north 661.32 feet; thence
east 1529.22 feet; thence south 661.32 feet to the place of beginning,
containing 23.21 acres of land.

Together with a right-of-way over the northeast 20 feet of the
premises described in a deed to Cornell University from Andrew Ira Reed
and others dated December 20, 1938 and recorded in the Tompkins County
Clerk's Office in Liber 249 of Deeds at page 337 as said right-of-way is
described in said deed.

Also ALL THAT TRACT OR PARCEL OF LAND situate in the Town of
Dryden, Tompkins County, New York being a part of Lot 62 in said Town,
bounded and described as follows: Beginning in the division line between
Lots 61 and 62 at a point south 26 1/2 degrees west 37.62 feet from the cen-
ter of a basswood tree; thence east 104.28 feet; thence south 127.38 feet;

thence west to said division line of said Lots; thence north to the place of beginning.

Also ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, Tompkins County, New York, being a part of Lot 62 in said Town, bounded and described as follows: Beginning in the center of Turkey Hill Road at the northwest corner of the premises described in a deed to Levi H. Reed and Truman R. Reed from John B. Ostrander and wife; thence east 97 feet; thence south 127.38 feet; thence east 45 feet; thence north 222.75 feet; thence west 142 feet to the center of Turkey Hill Road; thence south 97 feet along the center line of said Road to the place of beginning, subject to the reservations and conditions contained in a deed to Levi H. Reed from Peter T. Snyder, recorded in said Clerk's Office in Liber 4 of Dryden Deeds at page 170.

Also ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, Tompkins County, New York, being a part of Lot 65 in said Town, bounded and described as follows: Beginning 495 feet east of the southwest corner of Lot 65; thence north 1320 feet; thence east 495 feet; thence south 1320 feet; thence west 495 feet to the place of beginning, being the east half of the premises described in a deed to Levi H. Reed from Newman E. Ostrander and wife, dated April 4, 1870 and recorded in said Clerk's Office in Liber 2 of Dryden Deeds at page 514; together with the right to use in common with Edgar J. Reed all the right, title and interest which either he or Susie C. Lanekin or Henry T. Reed had or may have had to a right-of-way extending from said premises across the lands formerly of Snyder to the Ellis Road (Now Ringwood Road).

All of the above being the same premises described in a deed to Henry T. Reed from Susie C. Lanekin, dated December 30, 1920 and recorded in said Clerk's Office in Liber 198 of Deeds at page 276.

Subject to the rights of the public in, over and across those portions of the above described premises which lie within the bounds of the public highway, and subject to easements of record.

Henry T. Reed died testate on August 20, 1967 and by his Will dated April 3, 1966 he devised the above described premises to the grantors herein which Will was recorded in said Clerk's Office on July 10, 1968.

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 distributees and assigns forever.

And said parties of the first part

covenant as follows:

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

Second, That said parties of the first part

will forever warrant the title to said premises.

Third, That, in Compliance with 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

Alton I. Reed
Helen A. Lewis
Individually and as Executors
of the Estate of Henry T.
Reed, deceased

State of New York | On this 26th day of July
County of TOWNESEND | Nineteen Hundred and Sixty-eight
before me, the subscriber, personally appeared
ALTON I. REED and HELEN A. LEWIS

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they each duly acknowledged to me that they executed the same, individually and as executors of the Estate of Henry T. Reed, deceased.

Louis K. Thaler
Notary Public

LOUIS K. THALER
NOTARY PUBLIC, State of New York
No. 68-9310800
Qualified in Town of TOWNSEND
Commenced Office March 20, 1968

A true copy of the original recorded on the 26 day of July, 1968. at 1:45 P.M., and examined.

Billy Robinson
Clerk

03817

LIBER 484 PAGE 14

This Indenture,

Made the 1st day of October, Nineteen Hundred and Sixty-nine

between ALTON I. REED, of 327 East Mount Pleasant Road, Freeville, New York, Rural Route,

part y of the first part, and
BOYCE L. FORD and MARY MARGARET FORD,
Husband and Wife, both of 912 North
Aurora Street, Ithaca, New York, as
tenants by the entirety,

parties of the second part,
Witnesseth that the party of the first part, in consideration of
ONE Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, the survivor, his or her assigns forever, all her distributives

THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, Tompkins County, New York, being a part of Lot 65 in said Town, bounded and described as follows: Beginning 495 feet east of the southwest corner of Lot 65; thence North 1320 feet; thence East 495 feet; thence South 1320 feet; thence West 495 feet to the place of beginning, being the east half of the premises described in a Deed to Levi H. Reed from Newman E. Ostrander and wife, dated April 4, 1870, and recorded in the Tompkins County Clerk's Office in Liber 2 of Dryden Deeds at page 514; together with the right to use in common with Edgar J. Reed all the right, title and interest which either he or Susie C. Lamkin or Henry T. Reed had or may have had to a right-of-way extending from said premises across the lands formerly of Snyder to the Ellis Road (now Ringwood Road).

Being the fifth parcel of land described in a Deed to Alton I. Reed from Alton I. Reed and Helen A. Lewis, dated July 26, 1968, and recorded in said Clerk's Office in Liber 476 of Deeds at page 668, Dryden Tax Map 59, Block 1, Lot 6.

Subject to the following:

1. The rights of the public in, over and across those portions of the above described premises which lie within the bounds of the public highways.

2. A right-of-way for communication lines granted to New York Telephone and American Telephone and Telegraph Company by instrument dated August 13, 1948, and recorded in said Clerk's Office in Liber 312 of Deeds at page 541, insofar as it may affect the above described premises.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
Do here 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 quietly enjoy the said premises;
Second, That said party of the first part will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 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:

Alton I. Reed

State of New York)
County of TOMPKINS) ss. On this 1st day of October,
Nineteen Hundred and Sixty-nine
before me, the subscriber, personally appeared

ALTON I. REED

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

Louis K. Thaler
Notary Public

LOUIS K. THALER
NOTARY PUBLIC, State of New York
No. 85-8310200
Qualified in Tompkins County
Commission Expires March 20, 1972

TOMPKINS COUNTY
1969
REAL ESTATE
TRANSFER TAX
STATE OF NEW YORK
Dept. of Taxation & Finance
Oct-1969
\$6.05

LIBER 484 PAGE 15

A true copy of the original recorded on the 1st day of
Oct. 19, 69 at 4:55 o'clock PM, and examined.

Sally Robinson
Clerk

28

3904
Easement

LIBLA 585 PAGE 737

The Undersigned, hereinafter called the Grantor(s), being the owner of or having an interest in land situate in the Town of Dryden County of Tompkins State of New York, fronting on the street or highway known as Stevenson Road and bounded westerly by the land of Cornell University and easterly by the land of Turkey Hill Road

In Consideration, of \$1.00 paid by the Grantee, hereby grants and releases unto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at Town of Dryden, (no street address), County of Tompkins, State of New York, herein called the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege, and authority at anytime to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land. The easement and right of way hereby granted and released is 10 feet in width throughout its extent, situate, lying and being as follows:

A pole to be located about 45 feet southerly from the center of Stevenson Road and about 35 feet easterly from the westerly property line of grantors land together with related appurtenances.

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

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

Reserving, however, to the Grantor(s) the right to cultivate the ground between said poles and supporting structures and beneath said wires and fixtures and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of 2 feet or more from Grantee's aerial wires with equipment or otherwise.

In Witness Whereof, the Grantor(s) his hereunto set his hand and seal this 12th day of August 1981

In Presence of:

Arthur John Royal (L.S.)
Address: 327 Mt Pleasant
Franklin New York

Address: (L.S.)

Address: (L.S.)

Address: (L.S.)

Address: (L.S.)

Address: (L.S.)

RECEIVED
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REAL ESTATE
SEP 11 1981
TRANSFER TAX
TOMPKINS
COUNTY

NEW YORK STATE ELECTRIC & GAS CORPORATION DOCUMENT FILE

FILED

SEP 11 11 02 AM '81
TIPPIES COUNTY
CLERK'S OFFICE

(Personal Acknowledgment)

Doc. No. 5-8
Auth. 43051-Subord No. 43-20
Am. Cor. Cont. No. 43120-621
Companion W. O. No. 43120-621

ALTON EVAN REED

NEW YORK STATE ELECTRIC
& GAS CORPORATION

Date AUGUST 18 1981

State of New York
County of

Recorded on the day of 1981

In Book 738
Page 585

FILED
585 PAGE
738

ITHACA NWC-23

(Subscribing Witness Acknowledgment)

State of New York
County of

On this day of 1981

Alton Evan Reed

to me personally known and known to me to be the same person, searched in and who executed the within instrument and duly acknowledged to me the execution of the same.

WILLIAM L. CEE
(County Public)

REMARKS
SEP 8 1981

Paid from Working Fund

Cl. No. Jan. Date
Cl. No. Aug. Date

RETURN TO
CORPORATE DOCUMENT DEPARTMENT
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 287
ITHACA, NEW YORK 14850

(Corporate Acknowledgment With Seal)

State of New York
County of

On this day of 1981

to me personally known who, being by me duly sworn, did depose and say that he resides at

of and that he is

of the corporation described in and which executed the above instrument that he bears 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 it as same words by like office.

(Notary Public)

RECORDED
SEPTEMBER 30 1981
CLERK'S OFFICE
TIPPIES COUNTY
ITHACA, N.Y.

4370

LIBER 33 PAGE 1015

AGREEMENT

This Agreement made this 14th day of June, 1989 by and between CORNELL UNIVERSITY, an educational corporation chartered by the State of New York with office c/o Real Estate Department, Box DH, Cornell University, Ithaca, New York 14853 (hereinafter referred to as Cornell) and ALTON I. REED, of 212 Turkey Hill Road, Ithaca, New York, 14850 (hereinafter referred to as Reed).

WHEREAS, Cornell is the owner of all that tract or parcel of land described in Schedule A, attached hereto, being the same parcel conveyed to Reed concurrently with the execution of this Agreement, and

WHEREAS, Reed is the owner of all that tract or parcel of land described in Schedule B attached hereto, being the same parcel conveyed to Cornell concurrently with the execution of this Agreement, and

WHEREAS Reed is the owner of all that tract or parcel of land described in Schedule C which parcel is the subject of a right of first refusal or a right to purchase as the case may be, given by Reed to Cornell by this Agreement, and

WHEREAS, the parties hereto are desirous of setting forth their mutual understandings as to the use and benefits of the said conveyances and rights contemplated herein pursuant to the terms and conditions hereinafter set forth.

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

BEGINNING at a point in the center line of Turkey Hill Road which point is south 8 degrees 33' west 222.60 feet along said center line from its intersection of the center line of Stevenson Road; thence south 82 degrees 05' east 1,115.7 feet passing through pipes at 40 feet and 608.7 feet to a pipe in an old fence and hedgerow; thence north 8 degrees 56' east 960.1 feet along an old fence and hedgerow to an iron pipe; thence north 82 degrees 05' west 1122 feet passing through pipes at 544 feet and 1,082 feet to the center line of Turkey Hill Road; thence south 8 degrees 33 minutes west 439 feet along the center line of said Turkey Hill Road; thence south 86 degrees 20' east 150.3 feet; thence south 6 degrees 56' west 229 feet; thence north 85 degrees 20' west 156.7 feet to the center line of Turkey Hill Road; thence south 8 degrees 33' west 294.3 feet along the center line of Turkey Hill Road to the place of beginning containing 23.4 acres of land more or less which are shown on a "Survey Map, Parcel To Be Conveyed By Cornell Univ. to Reed, Turkey Hill Road, Town of Dryden, Tomp. Co., N.Y." dated January 30, 1989 prepared by T.G. Miller Associates, of copy of which is being filed in the Tompkins County Clerk's Office concurrently herewith together with all mineral and timber rights.

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

1. Rights of the public in, over, and across that portion of the above-described premises which lie within the bounds of the public highway.

2. Rights-of-way granted to the New York State & Gas Corporation by instruments as follows:

- (a) dated August 21, 1929 and recorded in said Clerk's office in Liber 218 of Deeds at page 595,
- (b) dated September 26, 1929 and recorded in said Clerk's Office in Liber 222 of Deeds at page 30,
- (c) dated October 20, 1939 and recorded in said Clerk's Office in Liber 254 of Deeds at page 176,
- (d) dated November 27, 1939 and recorded in said Clerk's Office in Liber 254 of Deeds at page 300,
- (e) dated January 6, 1967 and recorded in said Clerk's Office in Liber 467 of Deeds at page 521.

3. A right-of-way granted to the New York Telephone Company by instrument dated May 15, 1962 and recorded in said Clerk's Office in Liber 440 of Deeds at page 279.

SCHEDULE A

4. A 20 foot right-of-way shown on said map running east and west on premises of the grantee herein as designated on said map as "Farm Lane" for purposes of ingress and egress to adjacent property of the grantor for agricultural, educational, research and timbering purposes, to be used in conjunction with a right-of-way granted by the grantee to the grantor by instrument dated even date herewith and recorded concurrently herewith in said Clerk's Office.

BEING a portion of the premises described in a deed to Cornell University by Sallie D. Dunn dated October 21, 1955 and recorded in said Clerk's Office in Liber 382 of Deeds at page 499 and Percy Dunn dated June 28, 1967 and recorded in said Clerk's Office in Liber 469 of Deeds at page 888.

The use of the above-described premises are limited by the terms of an agreement between the grantor and the grantee herein dated even date herewith, a copy of which instrument is recorded in said Clerk's Office concurrently herewith.

LIBER 33 PAGE 1018

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

BEGINNING at a point 44.36 feet (69.36 feet by deed) westerly along the northerly line of premises of Cornell University (Liber 249 of Deeds at Page 337) from a monument set in the northeast corner of said Cornell premises; thence west 1,529.22 feet; thence north 661.32 feet; thence east 1,529.22 feet; thence south 661.32 feet to the place of beginning containing 23.21633 acres of land more or less together with all timber and mineral rights.

Being part of the same premises described in a deed to Henry T. Reed from Susan C. Lamkin dated December 30, 1920 and recorded in the Tompkins County Clerk's Office in Liber 198 of Deeds at Page 276. Henry T. Reed died August 20, 1967 testate and by his Will, recorded in Liber 8 of Wills at Page 447, left Alton I. Reed, a son, and Helen A. Lewis, a daughter, surviving and as Executors and being the second parcel of land described in a deed dated July 26, 1968 recorded in said Clerk's Office in Liber 476 of Deeds at Page 668. In the title are references to Alton I. Reed, Alton J. Reed and Alton T. Reed. Said references are to one and the same persons, being Alton I. Reed.

SCHEDULE B

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, Tompkins County, New York, being a part of Lot 61 in said Town, bounded and described as follows: Beginning at the southeast corner of said Lot 61, which point is in the center line of County Route 161; thence west 884.14 feet (893.64 by deed) along the south line of Lot 61 to a point which is two feet east of a monument set; thence north 2458.3 feet (2438.7 by deed) passing through a monument set in the south line of Stevenson Road to a point 2 feet east of a monument set; thence east 892.14 feet (893.64 by deed) to the east line of Lot 61, being also the center line County Road 161; thence south 2463.4 feet (2438.7 feet by deed) along the east line of said Lot 61, being also the center line of County Road 161 to the place of beginning. Containing 50.17 acres of land, more or less.

Subject to the following:

1. The rights of the public in, over and across that portion of the above-described premises which lie within the bounds of the public highway known as County Road 161 and Stevenson Road.

2. Subject to any public utilities of record.

Being the same premises described as Parcel No. 1 in a deed to Alton I. Reed from Alton I. Reed and Helen A. Lewis dated July 26, 1968 and recorded in the Tompkins County Clerk's Office in Liber 476 of Deeds at Page 668.

SCHEDULE C

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed and for lawful and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Reed does hereby take the premises described in Schedule A attached hereto and agrees that as part of the consideration for said conveyance he, for himself, and for his heirs, successors and assigns, shall use the premises described in Schedule A for farm purposes or for purposes dedicated to agriculture or left open and undeveloped except that he may construct a single-family dwelling on said premises to be occupied by Reed or a member of the Reed family, his distributees or heirs, together with a barn, approximately 60 feet by 100 feet, and a pond, of approximately one-third of an acre in area. Reed agrees that in the event he or his heirs then owning said property desires to change the use of the property from agricultural or open space or contemplates the conveyance of all or a portion thereof to someone other than Reed's immediate family or heirs, Cornell shall have the right to purchase the premises on the following conditions. Reed or his heirs shall give Cornell thirty days notice of his or their intent to change the use of or convey the premises. Not more than thirty days following the receipt of such written notice, Cornell shall notify Reed or such of his heirs who are then holding title to the premises of its intent to exercise its right to purchase as set forth herein. The purchase price for the premises described in Schedule A shall be determined by two

appraisers, one appointed by Cornell and one appointed by Reed or the member of the Reed family who owns the property at the time. The two appraisers shall separately appraise the property. If their appraisals are within \$5,000.00 of each other, the purchase price shall be the average of the two. If said appraisals are not within \$5,000.00 of each other, the two appraisers shall appoint a third appraiser and the decision of this third appraiser shall be conclusive as to the purchase price. If the two appraisers selected by the parties are unable to agree upon a third appraiser, a third appraiser shall be appointed by a Judge of the Supreme Court, or comparable court, in and for the County of Tompkins, State of New York on proper application having been made. Appraisers so selected or appointed shall be real estate brokers or MAI Appraisers qualified by reason of education or experience to appraise to determine the fair market value of the property. The cost of such appraisal shall be borne equally by the parties. The price to be determined shall not include the rights for agricultural products on the property.

2. In the event that Cornell elects not to exercise its right to purchase as set forth in the previous paragraph, any further rights of Cornell to purchase said parcel shall terminate and expire.

3. Cornell shall have the right of first refusal to purchase the premises set forth in Exhibit C. This right to purchase shall be exercised in the following manner. In the event that Reed or Reed's heirs shall desire to sell said

premises to someone other than a direct descendant of Reed and obtains a written contract for all or any part of said premises set forth as Exhibit C, Reed or the said descendant of Reed then owning the property shall give to Cornell written notice of his or their intent to sell said property. Cornell shall within thirty days from the receipt of said notice, exercise its option to purchase said premises upon the same terms and conditions as are contained in the third party contract given to Reed which Reed or his heirs are willing to accept. Notice of the exercise of option to purchase shall be served by Cornell in writing in the same manner that it receives notice of the intent to sell. If Cornell does not exercise its right of first refusal, Cornell's right hereby set forth shall terminate. In the event that Reed or Reed's heirs desire to sell said premises directly to Cornell, the price to be paid shall be determined by use of the same method of appraisal as contained in paragraph 1 hereof as it relates to the property described in Schedule A.

4. Reed hereby grants to Cornell a 20 foot right-of-way across property located on Turkey Hill Road which is shown as Reed's on a survey referred to in Schedule A. The 20 foot right-of-way hereby granted shall run from Turkey Hill Road in an easterly direction between the barn and shed shown on said map and will connect with the 20 foot farm lane shown on said map.

5. This agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

6. In the event that the whole or any part of either Schedule A or C be the subject of a condemnation by eminent domain for any public or quasi-public use or purpose, Reed or Reed's heirs shall notify Cornell of that fact and the description of the premises which are the subject of Cornell's either right of first refusal or option to purchase shall be amended to reflect the amount of property so taken. Cornell shall have no claim against Reed or Reed's family for the value of any property so taken.

7. This agreement is binding upon the parties hereto, their respective distributees and assigns and may not be changed except by a writing executed by the parties hereto or the then parties to be charged. This agreement shall be executed in several counter-parts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

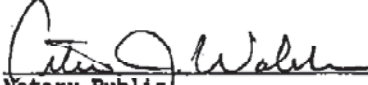
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

CORNELL UNIVERSITY

By Judith H. Van Gorden
JUDITH H. VANGORDEN
Alton I. Reed
Alton I. Reed

STATE OF NEW YORK :
COUNTY OF TOMPKINS : ss:

On the 14th day of June 1989, before me, the subscriber, personally came Judith H. VanGorden, to me personally known, who being duly sworn, did depose and say that she resides in ~~Thrace~~ Thrace, New York; that she is the Assistant Treasurer of CORNELL UNIVERSITY, the education corporation described in, and which executed the above Agreement; and that he signed his name thereto by authority of the Board of Trustees of said corporation.


Notary Public PETER J. WALSH
Notary Public, State of New York
No. 4721246
Qualified in Tompkins County
Commission Expires November 30, 1990

STATE OF NEW YORK :
COUNTY OF TOMPKINS : ss:

On the 14th day of June, 1989, before me, the subscriber, personally came ALTON I. REED, to me personally known, who being by me duly sworn, did depose and say that he resides in Mythen, New York; and that he executed the above Agreement.


Notary Public

RICHARD B. THALER
Notary Public, State of New York
Qualified in Tompkins Co. No. 55-3954425
My Commission Expires October 31, 1987

Tompkins County, ss:
Recorded on the 14th Day of June 1989
11:13 o'clock P.M., In Liber 85 of M.I.S.C.
at page 1815 and examined. Rachael A. Pierce
Clerk

30

LIBER 646 PAGE 922

This Indenture,

See Misc. Records, Liber 33 page 1015

Made the 14th day of June Nineteen Hundred and Eighty-Nine

Between

ALTON I. REED, of 212 Turkey Hill Road, Ithaca, New York 14850,

RECEIVED
\$ 1.00
REAL ESTATE
JUN 14 1989
TRANSFER TAX
TOMPKINS
COUNTY

party of the first part, and

CORNELL UNIVERSITY, an educational corporation chartered by the State of New York, with offices c/o Real Estate Department, Box DH, Cornell University, Ithaca, New York 14853,

part y of the second part,

Witnesseth, that the part y of the first part, in consideration of One Dollar

(\$ 1.00) lawful money of the United States, and other lawful 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, its successors and assigns forever, all

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

BEGINNING at a point 44.36 feet (69.36 feet by deed) westerly along the northerly line of premises of Cornell University (Liber 249 of Deeds at Page 337) from a monument set in the northeast corner of said Cornell premises; thence west 1,529.22 feet; thence north 661.32 feet; thence east 1,529.22 feet; thence south 661.32 feet to the place of beginning containing 23.21633 acres of land more or less together with all timber and mineral rights.

Being part of the same premises described in a deed to Henry T. Reed from Susan C. Lamkin dated December 30, 1920 and recorded in the Tompkins County Clerk's Office in Liber 198 of Deeds at Page 276. Henry T. Reed died August 20, 1967 testate and by his Will, recorded in Liber 9 of Wills at Page 447, left Alton I. Reed, a son, and Helen A. Lewis, a daughter, surviving and as Executors and being the second parcel of land described in a deed dated July 26, 1968 recorded in said Clerk's Office in Liber 476 of Deeds at Page 669. In the title are references to Alton I. Reed, Alton J. Reed and Alton T. Reed. Said references are to one and the same persons, being Alton I. Reed.

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 of the second part, its successors and assigns forever.

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

In Presence of

Alton I. Reed _____ 
Alton I. Reed

Alton I. Reed _____ 

_____ 

_____ 

LIBER

646 PAGE 924

State of New York

County of TOMPKINS

85.

of

On this 14th day of June Nineteen Hundred and Eighty-Nine before me, the subscriber, personally appeared

ALTON I. REED

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

Notary Public

RICHARD B. THALER
Notary Public, State of New York
Qualified in Tompkins Co., No. 55-328422
My Commission Expires October 31, 1897

FILED

JUN 14 4 13 PM '89
TOMPKINS COUNTY
CLERK'S OFFICE

Tompkins County, NY: 14th Day of June 1989
Recorded on the 14th of June 1989 at 4:13 o'clock P.M. in Liber 646 of Deeds
at page 90 and examined by Rachel A. Pines Clerk



BARGAIN AND SALE

ALTON I. REED

TO

CORNELL UNIVERSITY

Dated June 14, 1989

STATE OF NEW YORK

County of _____ 85.

RECORDED ON THE

day of 14th

at o'clock P.M.

in LIBER 646

of DEEDS

at PAGE 90 and reviewed

Plus 8 dollars to
Pete Webb.

H 00 Stamp

LOUIS K. THALER

ATTORNEY AND COUNSELLOR

230 NORTH TIOGA STREET

ITHACA, NEW YORK

LIBER 646 PAGE 926

(e) dated January 6, 1967 and recorded in said Clerk's Office in Liber 467 of Deeds at page 521.

3. A right-of-way granted to the New York Telephone Company by instrument dated May 15, 1962 and recorded in said Clerk's Office in Liber 440 of Deeds at page 279.

4. A 20 foot right-of-way shown on said map running east and west on premises of the grantee herein as designated on said map as "Farm Lane" for purposes of ingress and egress to adjacent property of the grantor for agricultural, educational, research and timbering purposes, to be used in conjunction with a right-of-way granted by the grantee to the grantor by instrument dated even date herewith and recorded concurrently herewith in said Clerk's Office.

BEING a portion of the premises described in a deed to Cornell University by Sallie D. Dunn dated October 21, 1955 and recorded in said Clerk's Office in Liber 382 of Deeds at page 499 and Percy Dunn dated June 28, 1967 and recorded in said Clerk's Office in Liber 469 of Deeds at page 888.

The use of the above-described premises are limited by the terms of an agreement between the grantor and the grantee herein dated even date herewith, a copy of which instrument is recorded in said Clerk's Office concurrently herewith.

LIBER 646 PAGE 927

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

We have and in hold the premises heretn granted unto the part y of the second part, his heirs, 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 this 14th day of June Nineteen Hundred and Eighty-Nine

Cornell University

By Judith H. VanGorden
Judith H. VanGorden

State of New York } On this 13th day of June
County of TOMPKINS } ss. Nineteen Hundred and Eighty-Nine
before me personally came
JUDITH H. VANGORDEN

to me personally known, who, being by me duly sworn, did depose and say that he resides in that he is the Assistant Treasurer of Cornell University the corporation described in, 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 his name thereto by like order.

Peter J. Walsh

Notary Public
PETER J. WALSH
Notary Public, State of New York
No. 4721245
Qualified in Tompkins County
Commission Expires November 30, 1910

Tompkins County, ss: 14th Day of June 10. 89.
Recorded on the 12th o'clock P.M. in Liber 646 of 928
at page 928 and examined. Rachel A. P... Clerk

EA 306
(Rev. 1/91)

State of New York - State Board of Equalization and Assessment

Page 1



660 PAGE 598

AGRICULTURAL ASSESSMENT

1149

EIGHT YEAR COMMITMENT

COUNTY CLERK'S
COPY

Commitment must be filed with County Clerk each year on or before taxable status date if owner of committed lands is to be eligible to apply for an agricultural assessment.

Please read "General Information and Filing Requirements" on the information page.

Know all persons by these presents, that Allen Gene Raed, the undersigned,
residing at 213 Maple Hill Rd
Ithaca N.Y. does make the following declaration and commitment:

FIRST: That he or she is the owner of the following described parcel(s) on the assessment roll completed in 19 91 as:

County	City, Town, Village	School District	Tax Map Number or Other Assessment Roll Description	Acres Committed
<u>Hampshire</u>	<u>Dryden</u>	<u>Ithaca</u>	<u>57-1-7</u>	<u>66.98</u>
"	"	"	<u>52-1-45, 2</u>	<u>49.06</u>
"	"	<u>Dryden</u>	<u>52-1-34</u>	<u>72.24</u>
"	"	<u>Dryden</u>	<u>58-1-4</u>	<u>117</u>
"	"			

Note: Use additional sheets if necessary.

SECOND: That the owner understands that, to receive an agricultural assessment, the owner must submit an application (EA 305 or EA 305-R) for such benefit including a copy of this commitment to the assessor on or before the appropriate taxable status date.

THIRD: That the owner understands that, to receive an agricultural assessment, the subject land owned must consist of at least ten acres that have been used as a single operation to produce crops, livestock or livestock products for sale in the preceding two years or produced on land rented by the applicant from another with land used in conjunction with such land for the production for sale of crops, livestock or livestock products having an average gross sales value of at least \$10,000 for the two years preceding the application. For purposes of determining average gross sales value, whenever a crop is processed prior to sale the average gross sales value shall be based on the market value of such crop in its unprocessed state.
If the average gross sales value requirement is not satisfied by applicants who rent their land to another person where the land consists of at least ten acres used as a single operation to produce crops, livestock or livestock products (exclusive of woodland products) in the preceding two years and is currently being so used under a written rental agreement of five or more years, then the rented land must be used in conjunction with other land which qualifies for an agricultural assessment.

FOURTH: That the owner commits the above described lands to continued commercial agricultural production for the next succeeding eight years.

(Continued on Back)

FIFTH: That the owner makes this commitment with the knowledge that conversion of all or any portion of the described lands to a non agricultural use during the period of commitment by the owner or any subsequent owner will disqualify the converted lands from being eligible for an agricultural assessment on the assessment roll prepared on the basis of the first taxable status date upon which the assessor considers the conversion to have occurred. This will result in penalty taxes payable in addition to the taxes applicable to the aforementioned assessment roll, to be determined as follows:

If the converted land last received an agricultural assessment on an assessment roll prepared for taxable status date on or after March 1, 1988, penalty taxes will equal five times the taxes saved in the last year in which the land subject to any commitment benefitted from an agricultural assessment plus interest of six percent per year for each year during the last five in which the land benefitted from an agricultural assessment.

"Conversion" is defined as: "an outward or affirmative act changing the use of agricultural land."

IN WITNESS WHEREOF, I have affixed my hand and seal this 28 day of Feb, 1991.

Alton Ivan Reed
SIGNATURE

State of New York:

County of Tompkins SS:

On the 28 day of February, 1991, before me personally came Alton Ivan REED to me known to be the individual described in, and who executed the within instrument and acknowledged to me that he or she executed the same.

Martin A. Bleiweiss
Notary Public, State of New York

No. _____
Qualified in _____ County
Term expires _____, 19____

RECEIVED
TOMPKINS COUNTY CLERK
FEB 28 2 41 PM '91

FOR COUNTY CLERK'S USE

Date filed: 2-28-91
Liber: 660
Page: 598

MARTIN A. BLEIWEISS
Notary Public, State of New York
No. 55-3313535
Qualified in Tompkins County
Term Expires March 30-31, 1992

R.R.
Alton Reed
212 Turkey Hill Rd
Ithaca NY 14850

Tompkins County, ss. 28 day of February, 1991
Recorded on the 28 day of February, 1991
2:41 o'clock PM, in Liber 660 of 660
at page 598 and examined.
Aurora R. Valenti
Clerk

53

EA-306 (11/92) 693 16

00691 New York State Board of Equalization and Assessment



AGRICULTURAL ASSESSMENT
EIGHT YEAR COMMITMENT

Page 1

COUNTY CLERK'S
COPY

Commitment must be filed with County Clerk each year on or before taxable status date if owner of committed lands is to be eligible to apply for an agricultural assessment.

Please read "General Information and Filing Requirements" on the information page.

I, Allen B. Reed, the undersigned,

owning property at 513 Turkey Hill Rd make the following declaration and commitment:
Itasca

FIRST: That he or she is the owner of the following described parcel(s) on the assessment roll completed in 19 93 as:

County	City, Town, Village	School District	Tax Map Number or Other Assessment Roll Description	Acres Committed
Camp Hill	Wyalusing	Wyalusing	52-1-34	28.24
"	"	"	58-1-4	123.90
"	"	Itasca	57-1-43-2	49.06
"	"	"	57-1-7	70.98

Note: Use additional sheets if necessary.

Total 317.18

SECOND: That the owner understands that, to receive an agricultural assessment, the owner must submit an application (EA 305 or EA 305-R) for such benefit including a copy of this commitment to the assessor on or before the appropriate taxable status date.

THIRD: That the owner commits the above described lands to continued commercial agricultural production for the next eight years.

(Continued on Back)

AGRICULTURAL ASSESSMENT

FOURTH: That the owner makes this commitment with the knowledge that conversion from agricultural production of all or any portion of the described lands to a nonagricultural use during the period of commitment by the owner or any subsequent owner will disqualify the converted lands from being eligible for an agricultural assessment on the assessment roll prepared on the basis of the first taxable status date upon which the assessor considers the conversion to have occurred. In that event, the landowner is liable for payments in addition to the taxes applicable to the aforementioned assessment roll, to be determined as follows:

Payments will equal five times the taxes saved in the last year in which the land subject to any commitment benefited from an agricultural assessment plus interest of six percent per year for each year during the last five in which the land benefited from an agricultural assessment.

"Conversion" is defined as: "an outward or affirmative act changing the use of agricultural land."

Colton T. Reed
SIGNATURE

State of New York:

County of Tompkins SS:

On the 27 day of January, 19 93, before me personally came Colton T. Reed to me known to be the individual described in, and who executed the within instrument and acknowledged to me that he or she executed the same.

Trudy L. McAdams
Notary Public, State of New York

TRUDY L. McADAMS
No. 4984752 Notary Public, State of New York
Qualified in Tompkins County
Commission Expires July 20, 1993
Term expires _____, 19 _____

FOR COUNTY CLERK'S USE

recorded
Date filed: January 27, 1993
Liber: 693
Page: 16

R & R: Name Alicia T. Reed
Address 213 Turkey Hill A-3
Ithaca NY 14850
Phone _____

Tompkins County, ss
Recorded on the 27th Day
of January, 19 93 at 2:50
o'clock P.M. in Liber 693
at Page 16
Alicia R. Valente
Clerk

EA 306
(Rev. 1/91)



COUNTY CLERK'S
COPY

AGRICULTURAL ASSESSMENT 719
EIGHT YEAR COMMITMENT

Commitment must be filed with County Clerk each year on or before taxable status date if owner of committed lands is to be eligible to apply for an agricultural assessment.

Please read "General Information and Filing Requirements" on the information page.

LIBR 669 PICT 22

Know all persons by these presents, that Alton Bon Reed the undersigned, residing at 212 Turkey Hill Rd Ithaca make the following declaration and commitment:

FIRST: That he or she is the owner of the following described parcel(s) on the assessment roll completed in 19 92 as:

County	City, Town, Village	School District	Tax Map Number or Other Assessment Roll Description	Acres Committed
<u>Tompkins</u>	<u>Dryden</u>	<u>Dryden</u>	<u>52-1-34</u> <i>mt Pleasant</i>	<u>79.24</u>
"	"	<u>Dryden</u>	<u>58-1-4</u> <i>mt. Pleasant</i>	<u>123.90</u>
"	"	<u>Ithaca</u>	<u>52-1-45.2</u> <i>Baker Hill Rd</i>	<u>49.06</u>
"	"	<u>Ithaca</u>	<u>57-1-7</u> <i>Slawson Rd</i>	<u>70.98</u>
"	"			
"	"			
"	"			

Note: Use additional sheets if necessary.

SECOND: That the owner understands that, to receive an agricultural assessment, the owner must submit an application (EA 305 or EA 305-R) for such benefit including a copy of this commitment to the assessor on or before the appropriate taxable status date.

THIRD: That the owner understands that, to receive an agricultural assessment, the subject land owned must consist of at least ten acres that have been used as a single operation to produce crops, livestock or livestock products for sale in the preceding two years or produced on land rented by the applicant from another with land used in conjunction with such land for the production for sale of crops, livestock or livestock products having an average gross sales value of at least \$10,000 for the two years preceding the application. For purposes of determining average gross sales value, whenever a crop is processed prior to sale the average gross sales value shall be based on the market value of such crop in its unprocessed state.
If the average gross sales value requirement is not satisfied by applicants who rent their land to another person where the land consists of at least ten acres used as a single operation to produce crops, livestock or livestock products (exclusive of woodland products) in the preceding two years and is currently being so used under a written rental agreement of five or more years, then the rented land must be used in conjunction with other land which qualifies for an agricultural assessment.

FOURTH: That the owner commits the above described lands to continued commercial agricultural production for the next succeeding eight years.

(Continued on Back)

FIFTH: That the owner makes this commitment with the knowledge that conversion of all or any portion of the described lands to a non agricultural use during the period of commitment by the owner or any subsequent owner will disqualify the converted lands from being eligible for an agricultural assessment on the assessment roll prepared on the basis of the first taxable status date upon which the assessor considers the conversion to have occurred. This will result in penalty taxes payable in addition to the taxes applicable to the aforementioned assessment roll, to be determined as follows:

If the converted land last received an agricultural assessment on an assessment roll prepared for taxable status date on or after March 1, 1988, penalty taxes will equal five times the taxes saved in the last year in which the land subject to any commitment benefitted from an agricultural assessment plus interest of six percent per year for each year during the last five in which the land benefitted from an agricultural assessment.

"Conversion" is defined as: "AN OUTWARD OR AFFIRMATIVE act changing the use of agricultural land."

IN WITNESS WHEREOF, I have affixed my hand and seal this 29 day of Jan, 1992

Alton Reed
SIGNATURE

State of New York:

County of Tompkins SS:

On the 29 day of January, 19 92, before me personally came Alton Reed, to me known to be the individual described in, and who executed the within instrument and acknowledged to me that he or she executed the same.

Martin A. Blewies
Notary Public, State of New York

No. 55-5243535
Qualified in Tompkins County
Term expires 5/31, 19 92

FOR COUNTY CLERK'S USE

Date filed: 1-29-92
Liber: 669
Page: 22

MARTIN A. BLEWIES
Notary Public, State of New York
No. 655343335
Qualified in Tompkins County
Commission Expires May 31, 1992

Recorded on the 29th Day
of January, 19 92 at 2:35
o'clock P.M. in 669 of
Reeds
of Page 22 and examined
Aurora R. Valentini Clerk

RECEIVED IN COUNTY CLERK
JAN 29 2 35 PM '92

Return:

Alton Reed
212 Turkey Hill Rd
Ithaca NY 14850

35

2367

UNR 671 PAGE 277

LONG-TERM LEASE

BY AND BETWEEN

CORNELL UNIVERSITY

AND

THE UNITED STATES OF AMERICA

LEASE

1694
 RECEIVED
 REAL ESTATE
 MAR 25 1992
 TRANSFER TAX
 TOMPKINS
 COUNTY

This Long-Term Lease Agreement (Lease) is made and entered into this 30th day of June, 1991, by and between the Cornell University as Lessor, hereinafter referred to as the UNIVERSITY, and the United States of America, acting by and through the Administrator, Agricultural Research Service, United States Department of Agriculture, as Lessee, hereinafter referred to as the "Government"

WITNESSETH:

WHEREAS, under the authority of section 1 of the Act of August 4, 1965 (79 Stat. 431, 7 U.S.C. 2250a), the GOVERNMENT wishes to lease certain land, described below, owned by the UNIVERSITY and located on property owned by Cornell University, Dryden, New York, for the purpose of improving the same with buildings and animal enclosures, maintaining, and operating all buildings and facilities appropriate thereto, for use in conducting research, in cooperation with the UNIVERSITY, to increase the research base of the GOVERNMENT; and

WHEREAS, the UNIVERSITY desires to have the Government so lease and utilize the said premises, and thereby add to the education and research base of the UNIVERSITY;

NOW THEREFORE, in cooperation of the premises and of other good and valuable considerations herein mentioned, the UNIVERSITY and GOVERNMENT hereto covenant and agree as follows:

1. Leased Premises

The UNIVERSITY hereby leases to the GOVERNMENT 2.15 acres of land ("Leased Premises") located within the town of Dryden, county of Tompkins, State of New York all as described in exhibit "A", which is attached hereto and made a part hereof. The said parcel containing about 2.15 acres is to be used exclusively for the following purpose:

For bearing animal research (or the equivalent) of the type described in a Cornell-U.S.D.A., Agricultural Research Services Cooperative Agreement No. 12-14-100-2398 (44) now in effect.

2. Term and Termination

a. The term of this Lease will be for a primary term of Five (5) years, beginning as of June 30, 1991, and terminating as of July 1, 1997, subject to termination and renewal rights hereinafter set forth. Lease may be renewed, but only upon the mutual agreement of the Government and the University, for up to an additional twenty (20) years, in four (4) consecutive five (5) year periods. It is agreed the Government will provide the University with written notice of its desire ** All other terms and conditions shall remain the same during any renewal term.

b. The GOVERNMENT may terminate this Lease at any time by giving written notice to the UNIVERSITY at least six (6) months in advance of desired termination date.

c. The UNIVERSITY and GOVERNMENT, by mutual written agreement, may provide for alternative advance notification procedures, as appropriate, for purposes of termination.

3. Rent

The GOVERNMENT shall pay to the UNIVERSITY a rental fee of one dollar (\$1.00) for the first year of the primary term, receipt of which is hereby acknowledged, with no further rental fees chargeable or payable during each remainder of the primary term and renewal term.

4. Construction

The GOVERNMENT shall have the right during the existence of this Lease, to erect upon the Leased Premises, an office-laboratory and facilities compatible with the research environment; to erect additions thereto, and to place appropriate signs in or upon the buildings and premises. Unless otherwise disposed of, such improvements and facilities shall be and remain the property of the GOVERNMENT and may be removed therefrom by the GOVERNMENT within one (1) year after termination or expiration of this Lease. Failure on part of GOVERNMENT to perform in accordance with any and all provisions of this Lease shall in no way affect GOVERNMENT right, title, and interest in and to any and all structures and facilities installed hereunder. In the event of such physical removal of structures and facilities described above, the GOVERNMENT shall restore the site as nearly as practical to its original condition, reasonable wear and tear excepted.

5. Disposal

a. The GOVERNMENT, at its option, may dispose of improvements and facilities in place, upon the expiration or termination of this Lease, in accordance with applicable laws and regulations in effect at the time of the disposal.

b. Disposal may include, but is not limited to, conveyance of improvements and facilities to the UNIVERSITY upon payment to GOVERNMENT of a mutually agreed upon figure equal to the appraised fair market value of improvements and facilities as may be depreciated and as may be discounted for the fair market value of the leasehold. Discounts will be given for improvements provided by the UNIVERSITY at no cost to the GOVERNMENT.

** to renew at least six (6) months before this lease or any renewal would otherwise expire and the University may provide the Government with a written response that it does not desire to renew within thirty (30) days of receipt of such notice from the Government. Any notice given by the Government shall state that the time for the University's response is thirty (30) days. If the University does not respond within thirty (30) days, it shall be assumed that the University has agreed to a five (5) year renewal.

6. Termination by University

The UNIVERSITY shall have the right to terminate this Lease if the GOVERNMENT fails to observe or comply with any of the terms or conditions herein within one (1) year after being notified in writing by the UNIVERSITY of such failure. In the event that more than one (1) year is reasonably required to observe or perform, the GOVERNMENT shall in good faith and within said one (1) year, initiate action and provide a plan for observance or performance, and shall diligently prosecute the same to completion.

7. Construction Plans

The GOVERNMENT agrees that in the development of plans for buildings, improvements, facilities, and additions, thereto, and landscaping and signs to be erected upon the Leased Premises, it will coordinate and review the plans with the UNIVERSITY. The GOVERNMENT agrees that it shall obtain concurrence of the UNIVERSITY, to the greatest extent practicable, to ensure that structures and facilities to be erected upon the Leased Premises conform to general site plans and general architectural requirements which UNIVERSITY has adopted for its sites and buildings, and such concurrence will not be unreasonably withheld.

8. Repair and Maintenance

The GOVERNMENT shall, at its expense, maintain the interior and exterior of all buildings, improvements and facilities in good condition and repair, in a manner appropriate to the intended use thereof, and, to the extent practicable, consistent with UNIVERSITY standards of building maintenance repair.

9. Replacement

If, at any time during the term of this Lease, the structures and facilities erected upon the Lease Premises shall be substantially damaged or destroyed by fire or other casualty, then the GOVERNMENT shall have the option of (a) commencing and thereafter proceeding with reasonable diligence (subject to as reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole cost and expense, to restore or rebuild the same as nearly as possible to its value immediately prior to such damage or destruction, or (b) terminating this Lease in accordance with restoration provisions of Article 4b hereof.

10. Additional Rights

The UNIVERSITY shall furnish to the GOVERNMENT during occupancy of the Leased Premises under the terms of this Lease, the following additional rights:

a. The UNIVERSITY agrees to bring utilities to the site and provide connection to existing and future UNIVERSITY-owned utilities and/or services including gas, electricity, water, telephone, steam and chilled water, refuse removal, and sewer systems, as applicable, at no cost to the GOVERNMENT, and as long as available through the UNIVERSITY. Usage of said utilities for the Lease Premises shall be provided by the UNIVERSITY at cost to the GOVERNMENT.

It is understood that use of utilities and/or services, which the UNIVERSITY may provide, at the request of the GOVERNMENT, will be subject to payment of reasonable and prevailing usage charges in the area, as may be mutually agreed upon.

b. A right to use UNIVERSITY parking facilities as no cost to the GOVERNMENT as mutually agreed upon by the UNIVERSITY and the GOVERNMENT.

11. Access Easements

The UNIVERSITY guarantees to the GOVERNMENT for the entire term of the Lease and extensions thereof, an unlimited right of ingress and egress to the Leased Premises over and across UNIVERSITY land, common entrances and rights-of-way. The UNIVERSITY agrees to grant GOVERNMENT, necessary easements without cost, for GOVERNMENT access to the Leased Premises. Such Grants of Easement shall remain in effect or be revised in a mutually agreed upon fashion, as long as GOVERNMENT requires use of the Leased Premises and this Lease is in effect.

12. Access by University

The UNIVERSITY reserves the right of access over and to Leased Premises. UNIVERSITY access, pursuant to this provision, will be done in a manner which does not interfere with GOVERNMENT operations.

13. Sublet

The GOVERNMENT may sublet or assign the Lease Premises, in whole or in part, for agricultural and other uses provided that such uses are consistent and compatible with the site environment.

14. Liability

If the death or injury to any person, or the loss of or damage to any property, is caused by the GOVERNMENT in the course of its use of the Leased Premises, the liability, if any, of the GOVERNMENT therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. 2671-2680).

15. Local Regulations

The GOVERNMENT shall not suffer any waste to be committed in or about said premises; shall keep the premises free and clear of any and all refuse and other nuisance; and strictly adhere to applicable regulations for the use and disposal of chemicals; and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use and occupying of the premises.

16. Mineral Development

This Lease conveys no right to minerals or geothermal resources as defined by New York Statute. Any development of minerals and/or geothermal resources shall be done in a manner which will not substantially affect and/or interfere with GOVERNMENT improvements and facilities, GOVERNMENT operations and GOVERNMENT use and enjoyment of Leased Premises.

17. Default

Any omission of the UNIVERSITY to exercise any right upon the default of the GOVERNMENT shall not preclude the UNIVERSITY from the exercise of such right upon any subsequent default of the GOVERNMENT.

18. Severability

Should any provision or portion of such provisions of this Lease be held invalid, the remainder of this Lease or the remainder of such provisions shall not be affected thereby.

19. Successors and Assigns

The terms and provisions of the Lease and the conditions herein shall bind the GOVERNMENT and the UNIVERSITY.

20. Officials Not to Benefit

No Member of or Delegate to Congress shall be admitted to any share or part of this lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

21. Notification

All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

- a. Notice to UNIVERSITY: Real Estate Department
Cornell University
20 Thornwood Drive
Ithaca, New York 14850
- b. Notice to GOVERNMENT: U.S. Department of Agriculture
Agricultural Research Service
General Services Division
6303 Ivy Lane
Greenbelt, Maryland 20770-1433
Attention: Director

Either party may from time to time, by written notice to the other, designate a different address to which notices shall be sent.

-6-

22. Representation and Signatures

The making, execution, and delivery of this Lease have been induced by no representations, statements, or warranties other than those herein expressed. This Lease embodies the entire understanding of the parties, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formality signed by both of the respective parties hereto.

IN WITNESS WHEREOF, both the UNIVERSITY and GOVERNMENT have hereunto executed, signed, sealed, and delivered this Lease, the day, month, and year first above written.

CORNELL UNIVERSITY

By: *Frederick A. Rogers*
Frederick A. Rogers
Vice President for Finance
Treasurer

UNITED STATES OF AMERICA

By: *R. D. Florman*
R. D. Florman
Administrator, ARS

STATE OF MARYLAND

BEFORE ME, the undersigned authority on this day personally appeared R. D. Plummer, AGRICULTURAL RESEARCH SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed to said Government agency.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 1st DAY OF November 1991

Florence F. Duvall
Notary Public in and for
the State of Maryland.
My Commission expires
July 1, 1992.



STATE OF NEW YORK)
COUNTY OF SENYCA) ss:
On this 29th day of January, 1992, before me personally appeared FREDERICK A. MASON, to me known, who, being by me duly sworn did depose and say that he resides at Ithaca, New York that he is the Vice President for Finance and Treasurer of Cornell University, the corporation described in and which executed the above instrument; that it was by authority of the Board of Trustees of said corporation that he signed his name thereto.

VICTORIA LYNNE DEMING
Notary Public, State of New York
No. 4936927
Qualified in Tompkins County, Notary Public
Commission Expires July 8, 1992



Tompkins County, ss: 25th day of March, 1992
Recorded on the 12th day of March, 1992
at 11 o'clock A.M., in Liber 671 of Seneca
at page 277 and examined
URSULA R. VALENTI Clerk

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LIBER 719
EA-306 (11/92)

2001 EN #01469

New York State Board of Equalization and Assessment



AGRICULTURAL ASSESSMENT
EIGHT YEAR COMMITMENT

Page 1

COUNTY CLERK'S COPY

Commitment must be filed with County Clerk each year on or before taxable status date if owner of committed lands is to be eligible to apply for an agricultural assessment.

Please read "General Information and Filing Requirements" on the information page.

I, Alan Louis Reed, the undersigned,
owning property at 212 Turkey Hill Road
317 Mt Pleasant make the following declaration and commitment:

FIRST: That he or she is the owner of the following described parcel(s) on the assessment roll completed in 19 00:

County	City, Town, Village	School District	Tax Map Number or Other Assessment Roll Description	Acres Committed
Tompkins	Dryden	Dryden	52-1-34	73.24
"	"	Dryden	58-1-4	123.90
"	"	Ithaca	52-1-45.2 ^{Baker Hill}	49.06
"	"	Ithaca	57-1-7 ^{Turkey Hill}	70.98
"	"	Dryden	58-1-9.2 ^{Mt Pleasant}	75.00
"	"	Dryden	52-1-56.1	16.42

Note: Use additional sheets if necessary.

SECOND: That the owner understands that, to receive an agricultural assessment, the owner must submit an application (EA 305 or EA 305-R) for such benefit including a copy of this commitment to the assessor on or before the appropriate taxable status date.

THIRD: That the owner commits the above described lands to continued commercial agricultural production for the next eight years.

(Continued on Back)

AGRICULTURAL ASSESSMENT

FOURTH: That the owner makes this commitment with the knowledge that conversion from agricultural production of all or any portion of the described lands to a nonagricultural use during the period of commitment by the owner or any subsequent owner will disqualify the converted lands from being eligible for an agricultural assessment on the assessment roll prepared on the basis of the first taxable status date upon which the assessor considers the conversion to have occurred. In that event, the landowner is liable for payments in addition to the taxes applicable to the aforementioned assessment roll, to be determined as follows:

Payments will equal five times the taxes saved in the last year in which the land subject to any commitment benefited from an agricultural assessment plus interest of six percent per year for each year during the last five in which the land benefited from an agricultural assessment.

"Conversion" is defined as: "an outward or affirmative act changing the use of agricultural land."

Signature of Notary Public: Alton I. Reed
SIGNATURE

State of New York:

County of Tompkins ss:

On the 15th day of February, 19 94, before me personally
came Alton I. Reed, to me known to be the individual described in,
and who executed the within instrument and acknowledged to me that he or she executed the same.

Elizabeth Smith
Notary Public, State of New York
No. ELIZABETH SMITH
Notary Public, State of New York
No. 4984763
Qualified in Qualified in Tompkins County, New York
My Commission Expires July 23, 1995
Term expires _____, 19 _____

FOR COUNTY CLERK'S USE

Date filed: _____
Liber: FEB 15 1994
Page: _____

R & R: Name Alton I. Reed
Address 212 Turkey Hill Rd.
Ithaca NY 14850
Phone 277-3010

Recorded on the 15th Day
of Feb 1994 at 1:44
o'clock P.M. in Liber 719
of Page 20 and examined.
Aurora R. Valente Clerk

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08729

188 736 PAGE 323

PERMANENT EASEMENT

THIS INDENTURE, made this 9th day of May, 1994, between Alton I. Reed, 212 Turkey Hill Road, Ithaca, New York 14850, party of the first part, and Town of Dryden, a municipal corporation having its Town Hall at 65 East Main Street, Dryden, New York 13053, party of the second part.

WITNESSETH: Party of the first part in consideration of the sum of One Dollar (\$1.00) lawful money of the United States paid by the party of the second part, receipt of which is hereby acknowledged, has granted and released unto the Town of Dryden, its successors and assigns a permanent easement to enter, re-enter, construct, install, alter, replace, maintain and operate a water line and sanitary sewer line with fixtures and appurtenances including hydrants, valves, manholes and the like together with the right of ingress and egress for such purposes and the right to trim and/or remove trees, shrubs or other obstructions in and over the property of the party of the second part situate in the Town of Dryden, County of Tompkins and State of New York more particularly shown and described according to a map dated 4/6/94 made by T.G. Miller, P.C. and entitled "Permanent Easement Map No. 20 Turkey Hill Water & Sewer Districts Town of Dryden, Tompkins County, New York Over Lands of Alton I. Reed" which map is attached hereto, incorporated herein by reference and is to be recorded in the Tompkins County Clerk's Office along with this instrument. The easement area is indicated on said map by the legend, "PROPOSED PERMANENT EASEMENT FOR SANITARY SEWER MANHOLE. 900 SF +/-".

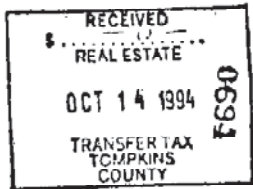
The party of the second part hereby agrees to restore the surface grade of the easement area to the same condition as it existed prior to entry thereon insofar as is reasonably possible following completion of construction and maintenance. Construction and maintenance shall be performed in the least environmentally destructive manner.

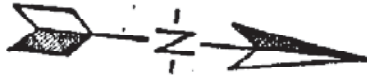
The party of the first part retains the use of the surface of said easement area following construction except that no permanent structure may be located hereon.

This grant is subject to any and all restrictions, reservations, easements, rights of way, and exceptions as contained in deeds to the party of the first part recorded in Liber 476 of Deeds at page 668 and in Liber 646 of Deeds at page 925 in the Tompkins County Clerk's Office.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

Alton I. Reed
ALTON I. REED

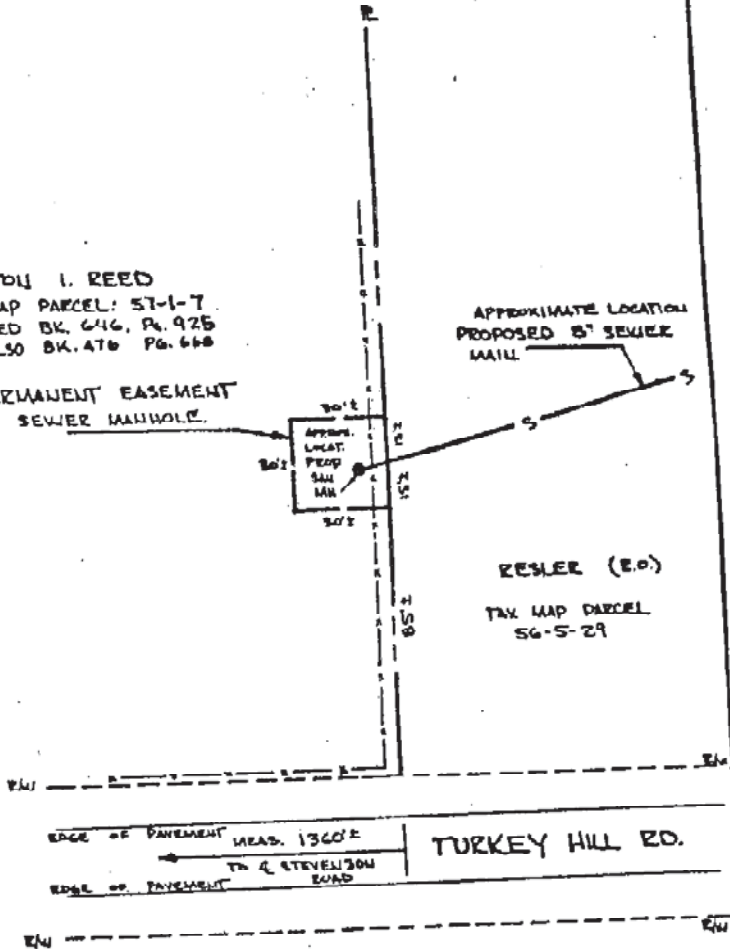




ALTON I. REED
TAX MAP PARCEL: ST-1-7
DEED BK. 616, P. 925
ALSO BK. 478 P. 668

PROPOSED PERMANENT EASEMENT
FOR SANITARY SEWER MANHOLE
900 SF ±

APPROXIMATE LOCATION
PROPOSED 36" SEWER
MAIN



Nothing
is intended to be construed as a
warranty or representation of the
accuracy of the information shown
herein. The engineer and surveyor
are not responsible for the accuracy
of the information shown hereon
unless it is specifically stated
otherwise. The engineer and surveyor
are not responsible for the accuracy
of the information shown hereon
unless it is specifically stated
otherwise.

PERMANENT EASEMENT MAP NO. 20
TURKEY HILL WATER & SEWER DISTRICTS
 TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK

OVER LANDS OF
 ALTON I. REED

DATED: 4/6/84	T.G. MILLER, P.C. ENGINEERS AND SURVEYORS ITHACA, NEW YORK
SCALE: 1" = 40'	

STATE OF NEW YORK)
COUNTY OF TOMPKINS)ss:

On this 9th day of October, 1994, before me the
subscriber, personally appeared ALTON I. REED, to me known and
known to me to be the same person described in and who executed the
within instrument, executed the same.

Susanne Lloyd
Notary Public

SUSANNE LLOYD
Notary Public, State of New York
No. 42026
Qualified in Tompkins County
Term Expires March 31, 1995

Tompkins County, ss: 144
Recorded on the 2:31 day of Oct, 1994
at page 325 of Liber 736 of Deeds
and examined Aurora R. Valente