

67

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

5552

LIBER 575 PAGE 240

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL PROPERTY DIVISION

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

DESCRIPTIONS AND MAPS

MAP NOS.

PARCEL NOS.

10

12, 13

FILE 1137

PROJECT:

P.I.N. 3033.12.201
Proc. #5928
Varna Crossing
S. H. 5225
Tompkins County
Town of Dryden

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, as Trustee of the
Property of Lehigh Valley Railroad
Company, Debtor
415-425 Brighton Street
Bethlehem, Pa. 18015

GIRARD TRUST BANK, as Trustee
1 Girard Plaza
Philadelphia, Pa. 19101

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: December 13, 1979

By:

J.E. Collison, Director, Real Estate Div.

1 OF 1 SHEETS

Tompkins County, ss.
Recorded on the 28 Day of December 1979
at 3:11 o'clock P.M., in Liber 575 of 240
at Page 240 and assigned.
Register, Tompkins County

68

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
40 HALL MAIN STREET
DRYDEN, NEW YORK
13828

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 BRYDEN
25 DEER HAIN STREET
BRYDEN, NEW YORK
19008

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

by L. M. Mozurkewich

Vice-President - Properties

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF NORTHAMPTON) ss.:

On this 24th day of April, 1980, before me came Lloyd M. Noseworthy, 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 Ayles
NOTARY PUBLIC
LEONA AYLES, Notary Public
Bathlehem, Northampton Co., Pa.
My Commission Expires May 19, 1980

TOWN OF DEWITT
20 EAST MAIN STREET
DEWITT, NEW YORK
13828

LINK 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 13051~~
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.

(B 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 55.070 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.
- 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 15, 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 56.013 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.
- 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 55.467 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 314.225 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 114.838 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 Y-19/37, as required by State Project P.I.N. 3033.12.201. S.H. 5225, Varne 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:

LINE 576 PAGE 936

- (a) Visible easements and easements and restrictions of record, ~~including rights accepted and assumed to be a part of the deed of conveyance~~
- (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.

~~Accepted and assumed to be a part of the deed of conveyance~~

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 deed, together with the survey map will be subject to the approval of Seller's Chief Office Engineer. It is further understood and agreed that upon acceptance of this offer by Seller, Buyer will, for the order of Seller, 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 party in this agreement who pays such taxes and assessments shall be responsible for the payment of such taxes and assessments. 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.

LIBEN 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.

~~This offer shall be in effect for 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, NY
Recorded on the 29th Day of April 1922
at 11:30 o'clock A.M. in Liber 100 and 101
at Page 201
L. H. Small Clerk

69

FILED
VASSER

3773

LIBELN 579 FACE 611

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

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL PROPERTY DIVISION

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

PROJECT:	DESCRIPTIONS AND MAPS	
	MAP NOS.	PARCEL NOS.
DRYDEN VILLAGE S.N. 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.

Completed Copy: 25
Recorded on the 25th day of Sept. 1980
at Page 611 and volume 579
Dated: SEPT. 25, 1980



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

70

579 (AG 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
TOMPKINS COUNTY
CLERK'S OFFICE
DESCRIPTIONS AND MAPS

PROJECT:

P.I.N. 7057.16,201
Proc. #6929
S. H. 1002
Dryden Village
Tompkins County
Village & Town of Dryden

MAP NOS. PARCEL NOS.
9 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. Gollison Director of Real Property and Estate Division

Tompkins County, ss. 17 Day of October 1980
Recorded on the 15th of clock P. M. in Lib. 579 of Deeds
at Page 1054 and annexed
Dwight Kimmell

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

WITNESSETH:

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

PARCEL #1

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

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

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

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

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

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

<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 Lormor et ux	9-23-1869	4	71
Julius M. Shever et ux	8-10-1869	4	47

Grantor	Deed Date	Recorded Tompkins County	
		Deed Book	Page
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 Simm 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.

LIBEL 589 PAGE 550

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

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

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

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

Robert C. Haldeман



STATE OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

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



Leona Myles

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

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

Tompkins County, ss:
Recorded on the 19 Day of April 1982
11:28 A.M. in Liber 588 of Lehigh
at Page 546 and examined.
Quillen Drummell Clerk

72

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.

Alice P. Bernard
NOTARY PUBLIC

Notary Public for the State of New York
Qualified in Tompkins County
Term Expires 12/31/83

RECEIVED
\$ 0.00
REAL ESTATE
APR 21 1982
TRANSFER TAX
TOMPKINS
COUNTY

Tompkins County, NY 21 Day of April 1982
Recorded on the 11:00 o'clock 11 M., in Libr 588 of Books
\$ 200.00 and exp. \$ 6.30
Alice P. Bernard Notary Public

73

QUITCLAIM DEED

THIS INDENTURE, made the 21st day of April, 1982, between MAHLON R. PERKINS, 20 West Main Street, Dryden, New York 13033 party of the first part, and

1282

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

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 EIF-1 which is attached hereto and made a part hereof by reference as if the same were more fully herein set forth.

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

FURTHER SUBJECT to all those restrictions, reservations, easements, rights of way or exceptions as contained in the deed to the grantor herein dated April 12, 1982, and recorded 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.

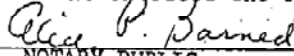
IN PRESENCE OF


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. 4630172
Qualified in Tompkins County
Term Expires March 30, 1983


NOTARY PUBLIC

SCHEDULE EIF-60

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 bounded on the north by the common division line between Military Lot 61 on the south and Military Lot 51 on the north; bounded on the east by the west line of lands of the grantee herein; bounded on the south by the centerline of Mount Pleasant Road; and bounded on the west by the centerline of the abandoned tracks of the Lehigh Valley Railroad.

Town of Dryden

Tax Map No. 56-4-4 (portion)

SCHEDULE EIF-61

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 bounded on the north by the centerline of Mount Pleasant Road; bounded on the west and the east by lands of the grantee herein; and bounded on the south by lands this day conveyed by the grantor herein to Cornell University, the common division line between the said Cornell University and the grantee herein being the extension of their common lines across the abandoned Lehigh Valley Railroad Property.

Town of Dryden

Tax Map No. 56-1-18 (portion of)

RECEIVED
\$ 1343
REAL ESTATE
APR 23 1982
TRANSFER TAX
TOMPKINS
COUNTY

Tompkins County, ss: Recorded on the 23 Day of April 1982
11:47 o'clock by [Signature] in Liber 588 of [Signature]
at Page 748 and examined [Signature]

74

LIBER 658 PAGE 946

8906

WARRANTY DEED

THIS INDENTURE

Made the 26th day of November, Nineteen Hundred and Ninety

Between

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

party of the first part, and

CORNELL UNIVERSITY, an education corporation chartered by the State of New York, c/o Real Estate Department, Box DH, Ithaca, New York 14853,

party of the second part,

Witnesseth that the party of the first part, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its distributees and assigns

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

COMMENCING at a point in the center line of Mt. Pleasant Road at its intersection with the center line of the abandoned Lehigh Valley Railroad line, which point marks the northeast corner of premises conveyed by Ivan W. Clark to John T. Marchell by deed dated December 13, 1983 and recorded said date in the Tompkins County Clerk's Office in Liber 598 of Deeds at Page 968;

thence southeasterly and along the center line of Mt. Pleasant Road 347 feet more or less to its intersection with the westerly line of lands of the grantee herein;

thence southerly and along the said westerly line of lands of the grantee herein 831 feet more or less to a pipe;

thence North 78 degrees West 760 feet more or less to the center line of the abandoned Lehigh Valley Railroad right-of-way;

thence North 34 degrees 17 minutes 18 seconds East and along the center line of said abandoned railroad right-of-way 969.53 feet to the point or place of beginning.

507	RECEIVED
	\$ 300.00
	REAL ESTATE
	NOV 26 1990
	TRANSFER TAX TOMPKINS COUNTY

TOGETHER WITH a right-of-way in common with others approximately 12-15 feet in width running along the southerly portion of lands conveyed to John T. Marchell by deed dated December 13, 1983 and recorded in Liber 598 of Deeds at Page 968 as the same are shown on a map entitled "Map of May Ogden Farm at Varna, New York" made by Carl Crandall, dated August 22, 1961 and recorded in the Tompkins County Clerk's Office in Drawer 89.

ALSO, TOGETHER WITH a right-of-way over lands formerly of the Lehigh Valley Railroad, being the westerly portion of said railroad right-of-way and being the easterly portion of lands conveyed to John T. Marchell by deed dated December 13, 1983 and recorded in Liber 598 of Deeds at Page 968 as the same were reserved in said deed by the grantor herein, and SUBJECT TO a right-of-way in favor of lands of John T. Marchell conveyed as aforesaid over the easterly portion of said Lehigh Valley Railroad right-of-way.

SUBJECT TO the rights of the public in and to those portions of the above described premises which lie within the bounds of a public highway, and also SUBJECT TO utility easements actually in place or of record insofar as the same may effect the above described premises.

BEING a portion of the premises conveyed to the grantor herein and Velma Ogden Clark by deed dated June 20, 1963 and recorded in the Tompkins County Clerk's Office on June 21, 1963 in Liber 445 of Deeds at Page 265. Velma Ogden Clark died May 8, 1970 leaving the grantor herein sole surviving tenant by the entirety, and that portion of the above-described premises along the northwesterly line hereof which comprises one-half of the abandoned railroad right-of-way as the same was conveyed to the grantor herein by deed of Mahlon R. Perkins dated April 21, 1982 and recorded in the Tompkins County Clerk's Office in Liber 588 of Deeds at Page 748.

It is the intention of the grantor to convey herewith all of his property located south of Mount Pleasant Road and east of the premises conveyed to John T. Marchell by the above referenced deed, which property is bounded on the south and east by other lands of the grantee.

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

To have and to hold the premises herein granted unto the party of the second part, its distributees and assigns forever.

And said Party of the First Part covenants as follows:

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

LIBER 658 PAGE 948

Second, That the Party of the First Part will forever Warrant the title to said premises.

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

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

In Presence of

Ivan W. Clark
IVAN W. CLARK

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

On this 26th day of November, 1990, before me, the subscriber, personally appeared

IVAN W. CLARK

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

Robert J. Hines
NOTARY PUBLIC

ROBERT J. HINES
Notary Public, State of New York
Tompkins County, No. 0281450005
Comm. Expires 10/10/91

Tompkins County, ss: 26th Day of November 1990
Recorded on the 10:54 AM, in Liber 658 of Deeds
at page 948 and examined.

Robert J. Hines Clerk

26



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:

Mortgage Amount:

Transfer Tax:

Basic Mtge. Tax:

RETT No:

Special Mtge. Tax:

Additional Mtge. Tax:

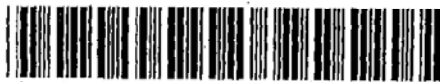
State of New York
Tompkins County Clerk

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk



* 4 5 9 0 5 3 - 0 0 5 *

16



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.

REIT No

Special Mtge. Tax.

County Transfer Tax

Additional Mtge. Tax

State of New York
Tompkins County Clerk

Mortgage Serial No

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

Aurora R. Valenti

Tompkins County Clerk



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



Aurora R. Valenti
TOMPKINS COUNTY CLERK

320 North Tioga Street
Ithaca, NY 14850
(607) 274-5131
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

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.



23



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

Date: 06/05/2012

Time: 02:50 PM

Document Type: MISC RECORDS

Parties
To Transaction: TRAUTWEIN, RICHARD J

Town/City:

Delivered By:

STEWART TITLE INSURANCE CORP

Return To:

STEWART TITLE INSURANCE CORP

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.



79



Aurora R. Valenti
TOMPKINS COUNTY CLERK

320 North Tioga Street
Ithaca, NY 14860
(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

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No.:

State of New York
Tompkins County Clerk

Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

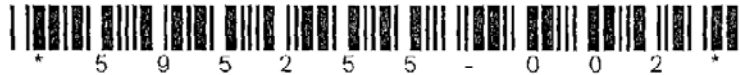
Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The 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

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs

20



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

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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

12



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: 13-41586

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 #: 2013-13450

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



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

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

Party 2
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

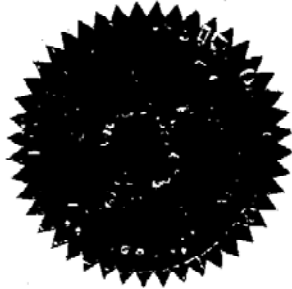
STATE OF NEW YORK)
) ss.:
 COUNTY OF ALBANY)

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

Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs





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
 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.

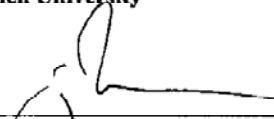
- 6. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of New York.
- 7. **Dispute Resolution.** It is possible that in the future the parties may have disagreements with one another concerning the interpretation of this Easement Agreement, or 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

Town of Dryden

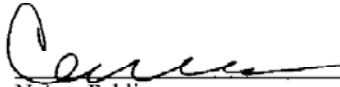
By: 
JEREMY THOMAS
SENIOR DIRECTOR
CORNELL REAL ESTATE

By:  1/27/17
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. 01HA8028298
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). 58 and 59** 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 **8-09-1870** to the date of this Certificate.
2. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises:
3. It found the matters set forth in the Abstract at **Set-Outs 1 through 72**; 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 Mark E. Pearson

Authorized Officer

County Treasurer's Certification as to Taxes

February 28, 2017

10 Year Tax Search

Search#: 6,863 - 2017

Town of Dryden

Parcel ID: ;

Owner: CORNELL UNIVERSITY
ATTN: REAL ESTATE DEPT

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS:

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

Parcel ID: 502489 56.-5-31
Assessment: \$74,500.00
Property class: 120 Field crops
School district: 500700 Ithaca City

Prior ID:
Location: Dryden Rd
Exemptions:

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

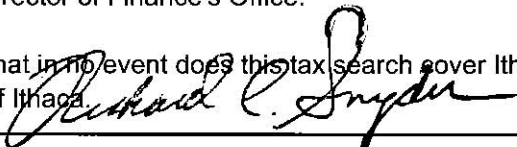
In hands of Collector 2017 County/Town taxes

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

Parcel totals as of:

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

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



Director of Finance, County of Tompkins

Request Received February 28, 2017

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.	373546881
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. 37-354688
Abstract / Title Ins No. 24560
Seller Cornell University
Buyer/Borrower
Property 0 DRYDEN RD, Town of DRYDEN TOWN, TOMPKINS County

Cust. Reference:

SERVICES PROVIDED

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

4 DAVDEN 99 195

193

This Indenture, Made this 10th day of August in the year of our Lord one thousand eight hundred and seventy BETWEEN Thomas R. Wood of the County of Davens and the County of Davens & State of New York

of the first part and The Detroit & Montreal Railroad Company of the second part, State of Michigan

Witnesseth: That the said party of the first part, in consideration of the sum of Five Dollars, lawfully paid, half-paid, and BY THESE PRESENTS, do Grant and convey to the said party of the second part, their heirs and assigns, ALL THAT TRACT OR PARCELS OF LAND, situate in the County of Davens & State of New York

described as follows: Beginning with a point and the division line of lands between Thomas R. Wood & James H. Wood which point is also a corner of the Northland Coal and Oil Co. then a course westerly to the said Northland Coal and Oil Co. then a course westerly to the said Thomas R. Wood & James H. Wood then a course westerly along said division line about 74 feet to a point on said division line, thence a course westerly from said point about 79 feet to division line of lands between the said Thomas R. Wood & James H. Wood thence westerly along said division line about 70 feet to the place to be beginning, containing a more or less of an acre of land, less the same amount as left. Also all that piece or parcel of land situate on and near of Davens described as follows: Beginning at a point in the division line of lands between said Thomas R. Wood & James H. Wood then a course westerly along said division line about 70 feet to the division line of lands between the said Thomas R. Wood & James H. Wood then a course westerly along said division line about 70 feet to a point on said division line, thence a course westerly from said point about 79 feet to division line of lands between the said Thomas R. Wood & James H. Wood then a course westerly along said division line about 70 feet to the place to be beginning, containing a more or less of an acre of land, less the same amount as left.

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

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

In Witness Whereof, The party of the first part, the said Thomas R. Wood and James H. Wood and the day and year first above written, have hereunto set their hands and seals in presence of James H. Wood and Thomas R. Wood.

STATE OF NEW YORK, Davens County, }
On this 10th day of August in the year one thousand eight hundred and seventy before me, the undersigned, personally appeared Thomas R. Wood

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

At test the said Notary Public in and for the County of Davens and State of New York do hereby certify that the foregoing is a true and correct copy of the original. Recorded Aug 27 1870 at 2 o'clock P.M. J. M. O'Connell Notary Public

4 DAVDEN PA 599

55

Isabrah Miller & Co
To
W. J. & L. R. R. Co

This Indenture, Made this Fifteenth day of July
in the year of our Lord one thousand eight hundred and seventy Two
BETWEEN Isabrah Miller Mary & Lou of Troyden &
Isabrah Ann Cornick wife of R. F. Cornick of Orleans

William Miller & Oliver Railroad Company
of the first part and
of the second part,

Witnesseth: That the said party of the first part, in consideration of the sum of
Two Hundred Dollars

BY THREE PRESENTS, do grant and convey to the said party of the second part, Two acres, ALL
THAT TRACT OR PARCEL OF LAND, situate in the Town of Orleans Tompkins County New
York, Beginning at a point where the eastern line of the Orleans & Orleans

County Orleans & Orleans Railroad crosses the division line of lands formerly owned
by Isabrah Miller deceased and Matt S. Robinson and running thence South westerly
Two Hundred & eighty eight feet (1878) to the division line of lands between said Miller
and Hiram C. Talmon & Co. thence to a line which are parallel to said line
line and each distant therefrom the one northerly to the road and the one
southerly to said line, enclosing all the lands contained within the said
parallel lines on they extend from the line of lands of Matt S. Robinson to the
lands of Hiram C. Talmon & Co. containing one acre & fifty hundredths (1878)
of an acre of land in the same more or less

With the Appurtenances, and all the Fruits, Dills and Interest therein of the said party of the first part. And the said
Parties do hereby covenant and agree to and with the said party of the second part to transmit and assign,

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

In Witness Whereof, The parties of the first part have hereunto set their hand and seal the day and year first above written:
Witness my hand and seal of the County of Orleans, State of New York, this 15th day of July 1872.

Isabrah Miller
Mary & Lou
Isabrah Ann Cornick

W. J. & L. R. R. Co

Notary Public
State of New York

And the said party of the first part, in consideration of the sum of Two hundred dollars, do hereby covenant and agree to and with the said party of the second part to transmit and assign, that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, their heirs and assigns. They will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same or any part thereof.

Isabrah Miller & Co
Mary & Lou
Isabrah Ann Cornick

W. J. & L. R. R. Co

Notary Public
State of New York

And the said party of the first part, in consideration of the sum of Two hundred dollars, do hereby covenant and agree to and with the said party of the second part to transmit and assign, that the premises thus conveyed in the quiet and peaceable possession of the said party of the second part, their heirs and assigns. They will forever WARRANT AND DEFEND against any person whomsoever lawfully claiming the same or any part thereof.

5

6 DEED P 9 3

31

No. 6, Dryden Road.
 Jacob Leason & Co.
 75
 The N.Y. & C. Rail Road Co.

This Indenture, made this twentieth day of September in the year of our Lord one thousand eight hundred and seventy BETWEEN Jacob Leason of the Town of Dryden Tompkins County New York and Mary Leason his wife of the first part, and

The Western and Northern Railroad Company of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of Two Thousand Dollars to them duly paid, have sold and **AT THESE PRESENTS** do grant and convey to the said party of the second part their full and assigns ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden Tompkins County New York and bounded and divided as follows beginning at a point on the division line of lands between said Leason and William Stearns which division line is the center of the highway; and which point is also two & a half rods South at right angles from the center line of the Western & Northern Rail Road running thence North westerly about five hundred & eighty 580 feet parallel to said center line thence South westerly about one hundred & ninety six (196) feet to the division line of lands between said Stearns & Ira Ellis to a point six (6) rods South at right angles from said center line thence South westerly along said division line about two hundred & twenty six (226) feet to a point six (6) rods South at right angles from said center line thence North westerly about thirty four (34) feet to a point two & a half rods South at right angles from said center line thence South westerly & parallel to said center line with the division line of lands between said Stearns and William Stearns is indicated, thence South westerly along said division line about one hundred (100) feet to the place of beginning and containing one acre & fifty six hundredths (1.56) of less acre of land be the same more or less.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said Jacob Leason doth hereby covenant and agree to and with the said party of the second part their full and assigns,

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

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

SEALED AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK,
Tompkins County,
 On this 20th day of September in the year one thousand eight hundred and seventy before us, the undersigned, personally appearing Jacob Leason and Mary Leason acknowledged the foregoing to be the free and voluntary act and deed of the said Jacob Leason and Mary Leason and the said Mary Leason as a private individual by her agent from her said husband acknowledging that she executed the same freely, and without any force or compulsion of her said husband.

Harriet Lyon Notary Public

Jacob Leason
Mary Leason

A true copy of the original. Recorded April 13 1874, at 9 o'clock A. M. J. M. [Signature]

8

6 ORDER P 9 20

20

Elizabeth Snyder et al
vs. M. H. H. H. H. H.

This Indenture, Made this 1st day of October
in the year of our Lord one thousand eight hundred and seventy
BETWEEN Elizabeth Snyder, Deborah Snyder, Bradford
Snyder, William S. King, and Charles F. King of the first part, and

the above named last named Paul Road Company
of the second part, WITNESSETH, That the said party of the first part, in consideration of the sum of
one hundred and four dollars and thirty cents to them duly paid, have sold, and
BY THESE PRESENTS do grant and convey to the said party of the second part, their heirs and assigns,
ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, Tompkins County
and within of the said Paul Road Company, and bounded & described as follows
viz beginning at a point where the center line of the above named Paul Road crosses
the division line of lands between the said parties of the first part & Maria Snyder & saying
thence north westerly eleven hundred & thirty five feet to the division line of lands between
said parties & Mott S. Robinson thence to the line which are parallel to said center line &
such distance therefrom the one northerly line roads & the other southerly line roads including
all the lands contained within the said parallel lines as they extend from the
lands of the said Maria Snyder to the lands of the said Mott S. Robinson & containing one
and twenty two hundredth parts of land to the same more or less Provided that the part of
said part shall remain under their road in the same place as now more fully this
part of a section from the center corner of said lands within through & across
or past or on either side and thence to the same in such a manner as not to
obstruct the free passage of said lands across said roadway and also that all
the water in the said fields of said lands shall be so carried or conveyed on either
side said roadway to the said Paul Road Company so that all lands east of
said pipe shall pass to and through said pipe which can be so conveyed & that
that any water passing upon the said fields shall pass on such way as not to
impair any of the lands of said farms nor remain thereon & the part of
said part thence thence & control fall water which are to pass through said pipe.

With the covenants, and all the Duties, Tolls and Interest therein of the said party of the first part. And the said
Parties of the first part
do hereby covenant and agree to and with the said party of the second part their heirs and assigns,

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

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

SEALED AND DELIVERED IN PRESENCE OF
STATE OF NEW YORK
Tompkins County
Elizabeth Snyder et al
Deborah Snyder et al
Bradford Snyder et al
William S. King et al
Charles F. King et al
M. H. H. H. H.
Justice of the Peace

A true copy of the original. Recorded April 17 1874, at S. O'Neal, A. J. M. H. H. H.

9

6 DECEMBER 1909

9

No. 6, Dryden Herds.

Frederick Hanford & Co.
 To
William H. Boardman & Co.

This Indenture, Made this 6th day of December in the year of our Lord one thousand eight hundred and Seventy BETWEEN Frederick Hanford of the Town of Dryden Tompkins County New York and Elizabeth his wife of the first part, and

The Western and Northern Rail Road Company of the second part, ~~WHEREAS~~ That the said party of the first part, in consideration of the sum of One Hundred and forty seven Dollars to them duly paid, have sold, and

BY THESE PRESENTS do grant and convey to the said party of the second part, their heirs and assigns, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden Tompkins County New York and bounded and described as follows to-wit: Beginning at a point where the center line of the Western and Northern Rail Road crosses the division line of lands between said Hanford & T. R. Wood & runs thence south westerly nine hundred and twenty (920) feet to the division line between said Hanford & T. R. Wood & then thence to two lines which are parallel to said center line & each distant therefrom the one northerly two (2) rods & the one southerly two (2) rods including all the land contained within the aforesaid parallel lines as they extend from the line of lands of T. R. Wood to the line of lands of T. R. Wood & containing one acre and forty seven (47) hundredths of an acre of land to be the same acre or less the above premises are conveyed to said party of the second part for Rail Road purposes only.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said Frederick Hanford doth hereby covenant and agree to and with the said party of the second part, heirs and assigns.

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

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

SEALED AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK,
 Tompkins County }
 On this 6th day of December 1909, before me, the undersigned, personally appeared Frederick Hanford and Elizabeth his wife who acknowledged that they were the said party of the first part, and that they executed the foregoing instrument as their free and voluntary act and deed, and that the said Elizabeth Hanford was at the time of her execution thereof a single woman, and that she executed the same freely and without any fear or compulsion of her said husband.

H. Wilcox
 Justice of the Peace.

A true copy of the original. Recorded April 13 1910 72, at L. O'Keefe, C. C.

10

6 DRYDEN P 15

Form 4, Dryden Books.
 This Indenture, Made this fourth day of October
 in the year of our Lord one thousand eight hundred and eighty
 BETWEEN William Sherrard of the Town of Dryden
Tompkins County New York and William H. Sherrard his
 wife of the first part, and

The Western and Central Rail Road Company
 of the second part, ~~WITNESSETH~~, That the said party of the first part, in consideration of the sum of
One Hundred dollars in hand paid, here and assigns,

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 Tompkins County
New York and bounded & described as follows: Beginning at a point on
 the division line of lands between the said Sherrard and Jane Cava which
 point is two (2) rods northwesterly measured on radius of curve from the center
 line of the Western & Central Rail Road and running south westerly parallel to
 said center line four hundred and fifteen (145) feet measured on said center
 line thence south westerly one hundred (100) feet measured on said center line
 a point thence (3) rods northwesterly measured on radius of curve from said center
 line thence south westerly & parallel to said center line four hundred & twenty seven
 (427) feet measured on said center line to the center of division line of lands between said
 Sherrard & John Snyder thence north westerly along said road line about twenty four (24) feet
 to the north west corner of the said Sherrard's land thence north westerly along the south line of
 the said Sherrard's land about nine hundred & eighty (980) feet to the division line of lands
 between the said Sherrard and Jane Cava which division line is also the east
 line of the said Sherrard's land thence north westerly along said road line about five hundred
 and fourteen (514) feet to the place of Beginning, containing one acre and thirty
 eight hundredths (1 38/100) of an acre of land more or less.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said
William Sherrard
 doth 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 assigns, do 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 hands and seals the day and year first above written.

SEAL AND DELIVERED IN PRESENCE OF \$ 50 VALUE BY

STATE OF NEW YORK,
 Tompkins County,
 On this fourth day of October 1880 before me, the undersigned, personally appeared
William Sherrard and William H. Sherrard
Sherrard his wife
 as and known to be the same persons mentioned in said certificate with the instrument aforesaid, and acknowledged to me
 as a public notary to me signed from the said husband acknowledging that he executed the same freely, and without
 any force or compulsion of law and husband.

Wm. Sherrard
William H. Sherrard

O. A. Cannon Notary Public

A true copy of the original. Recorded April 12th 1884, at 7 o'clock, A.M. J. J. Farrell Clerk.

11

6 DRYDEN Pg 21

No. 6, Dryden Strds.

This Indenture, Made this Ten day of October in the year of our Lord one thousand eight hundred and Seventy **BETWEEN** Richard Rhodes and Maggie his wife of the Town of Dryden Tompkins County State of New York of the first part, and

The Utica and Colton Rail Road Company of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of Five dollars per acre

do grant and convey to the said party of the second part, their heirs and assigns, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden of the County of Tompkins and bounded as follows to wit: Beginning at a point on the common line of lands between said Rhodes and John Rhodes which point is also the said boundary at right angles from the center line of said Road, running thence South westerly about two hundred and fifty feet parallel to said center line thence southerly at right angles from said parallel line one and a half rods to a point thence South westerly at right angles from said center line thence southerly and westerly to the center line of lands between said Rhodes and Alvina Sawyer thence westerly along said division line about twenty six feet to a point thence North westerly at right angles from said center line thence North westerly and parallel to said center line about eleven hundred and twenty four feet to the division line of lands between said Rhodes and Richard Rhodes and Wm Rhodes and thence North westerly a long unit division line about twenty six feet to the place of beginning. Containing six and thirty four and hundred acres of land. Provided that the said Rhodes party shall not and maintain a cattle pass over any now or hereafter laid out and kept of Ruffert's property in width (not less than eight feet) and light to admit through it of team & wagon and shall permit the complete use of said pass as a passage way for farm stock and the said first party renounces the complete use and control of said pass or passage way.

With the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part, And the said Richard Rhodes does hereby covenant and agree to and with the said party of the second part their heirs and assigns,

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

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

MADE AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK,
Tompkins County, ss. I, John A. ... Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears by the record thereof in my office.

Richard Rhodes
Maggie Rhodes

Wm. Marsh
Notary Public

A true copy of the original. Recorded Sept 13 1874, at Dryden, N.Y. James ... Clerk.

12

6 DRYDEN PG 18

No. 6, Dryden Deeds.

Warren C. Ellis & Co.

To:

William J. Colburn, R.L.L.

This Indenture, Made this Twenty fourth day of April in the year of our Lord one thousand eight hundred and Seventy one BETWEEN Warren C. Ellis & Co. & his wife of the Town of Dryden County of Tompkins & State of New York

of the first part, and of the second part, WITNESSES, That the said party of the first part, in consideration of the sum of

Eight Hundred Dollars to him duly paid, made, and

BY THESE PRESENTS do grant and convey to the said party of the second part, their heirs and assigns... the said party of the first part, in consideration of the sum of Eight Hundred Dollars to him duly paid, made, and... of the first part, and of the second part, WITNESSES, That the said party of the first part, in consideration of the sum of Eight Hundred Dollars to him duly paid, made, and...

Warren C. Ellis & Co. hereby covenant and agree to and with the said party of the second part their heirs and assigns, that the said right of conveyance

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

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

SEAL AND DELIVERY IN PRESENCE OF 3, 1871

STATE OF NEW YORK, Tompkins County, ss. I, J. Cramer, Notary Public, do hereby certify that the within and foregoing instrument was duly executed before me by the parties hereto as they appeared

Warren C. Ellis & Co. his wife. William J. Colburn, R.L.L.

Warren C. Ellis & Co. his wife. William J. Colburn, R.L.L.

A true copy of the original. Recorded April 13, 1874, at 1 o'clock, P.M. J. Cramer Notary Public

74

6 MUSEY P9 12

No. 4, Dryden Road.

This Indenture, Made this 15th day of December in the year of our Lord one thousand eight hundred and Seventy Three BETWEEN Nehalem Stevenson Joseph A. Stevenson and Maria W. Stevenson of Dryden New York of the first part, and

The Union, Illinois and German Rail Road Company of the second part, **WITNESSETH**, That the said party of the first part, in consideration of the sum of Three Hundred and Twenty Five Dollars to them duly paid, have sold, and **BY THESE PRESENTS** do grant and convey to the said party of the second part, its heirs and assigns, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden being a part of the farm of William K. Stevenson deceased bounded & described as follows, to-wit: a strip of land five rods wide extending easterly north from the north line of Isaac Smith's lot containing that width and the east line of said strip touches the east line of the present lands of said Company and strip being delineated by the stakes now standing for the center line of said Company's road to the south it being the intention to convey two rods on each side of said center line from Smith's north line to the intersection of said center line with the center line of said Company's present track as marked by stakes so far as such two rods of width takes any part of the land of the part of the first part being nearly three one hundredths of an acre of land. Also a strip of land two rods wide lying east of said lot delineated piece of land and east of the line of said Rail Road and extending from the north line of Isaac Smith's land to the point where the highway crosses said Rail Road track east of the residence of said Stevenson containing about two acres of land.

With the Appurtenances, out all the Estate, Title and Interest therein of the said party of the first part. And the said Nehalem Stevenson, Joseph A. Stevenson & Maria W. Stevenson do hereby covenant and agree to and with the said party of the second part, its heirs and assigns, that at the time of the executing and delivery of this present they are the lawful owners and are well seized of the premises above conveyed of it and also free from all incumbrances.

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

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

SEAL AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK,
County of Dryden
I, J. H. Wilson Notary Public,
do hereby certify that the within and foregoing instrument was duly executed and delivered by the within and foregoing parties to me, upon their said application and in my presence and with my full authority and without any fraud or imposition of the said parties.

Nehalem Stevenson
J. A. Stevenson
Maria W. Stevenson

A true copy of the original. Recorded April 17th 1874 at 2 o'clock P. M. J. H. Wilson Notary Public.

15

Book 5 NYDk pg 124

124

that a notice of which, the annexed is a true copy was published in
said paper once in each week for twenty four consecutive weeks next after the
first publication of said notice and on the third day of January 1874
subscribed and sworn before on this 4th day of April 1874

State of New York }
Tompkins County } Daniel Clapp being duly sworn says that on the 9th
day of January 1874 he affixed a true copy of the annexed printed
notice in a conspicuous place & in a proper & appropriate manner
on the outward door of the building where the County Court are directed
to hold in the County of Tompkins to wit at the Court House in the City
of Ithaca in said County that being the building where such Court
are directed to be held inasmuch to the premises described in said notice
doon & subscribed to.

4th day of April 1874. J. Lardell, Clerk
State of New York }
Tompkins County } Daniel Clapp of Ithaca in said County being duly sworn
says he is Printer & publisher of a newspaper & that he saw a true copy of
the annexed printed notice affixed in the Book prepared & kept for that
purpose by the Clerk of said County at his office. Ithaca in said County
during the time required to set on the 3rd day of January 1874
doon & subscribed to.

4th day of April 1874. J. Lardell, Clerk
State of New York }
Tompkins County } George D. Beers of Ithaca in said County being duly
sworn says he officiated as Clerk of said County at the date of the premises described
in the annexed printed notice and at such date sold the premises
described in the annexed printed notice. Excepting and reserving there from
seven & a half acres sold by John Johnson & Alice his wife to S. Armin Hill
Joseph & Lyman Ellis by deed recorded in Book No 5 of Twp. Deeds page
318) that the sale was made by defendant as Auctioneer was made at public
auction at the time & place of sale mentioned in said printed notice & that
on the 3rd day of April 1874 at seven o'clock in the forenoon at the front
door of the Clerk's office of Tompkins County in the Village of Ithaca in said
County that John Southworth of the Town of Ithaca then & there purchased
the said premises to wit being the seven & a half acres sold as expressed to
Hidhough & Ellis for the sum of One dollar five hundred & thirty five
dollars that being the highest sum ever bid for said premises &
that the said John Southworth being the highest bidder for the same that the
said sale was in all respects lawful & just conducted as defendant truly
believes & that the said John Southworth purchased the said premises as
expressed truly and in good faith as their defendant verily believes

Subscribed & sworn this
4th day of April 1874 before me. Wm. H. Noble
Notary Public
George D. Beers

Recorded April 4th 1874 at Corbach N.Y. J. Lardell Clerk

William S. Rhodes }
To } The Jurisdiction under the twenty first day of October
The N.C. R. R. Co } in the name of our Lord one thousand eight hundred
and seventy. Between William S. Rhodes and John
his wife of Ithaca Tompkins County and that of the

Ord. of the first part and the Union and Central Rail Road Company
 of the second part. Whereas that the said party of the first part is bound
 under the terms of said several orders per se and the performance
 of the condition herein set forth to the Union and Central Rail Road
 Company of the second part: that receipt whereof is hereby acknowledged
 have bargained sold assigned and quit claimed and by their present
 assigns all claims and suits which were made the said party of the second
 part and to their successors and assigns forever to be used and occupied
 for Rail Road purposes only: all that land or parcel of land which are
 said form of Taylor and Howard and described as follows: Beginning at
 a point on the division line of lands between said Rhoads and one
 Miles Rhoads and on the center line of said Company's Rail Road as the
 surveyors used to cut the same running thence westerly to the lands of Benjamin
 Rhoads. Thence in two lines, which are parallel to said center line and
 each distant therefrom the one thirty-two rods and the other
 something less rods, including all the lands embraced within the two
 parallel lines as they extend from the said line of lands of the said
 Miles Rhoads to the said line of the lands of the said Benjamin Rhoads
 containing two acres and sixty-two one hundredths of an acre of land
 provided always, and this conveyance is made and accepted upon the
 conditions, that the said party of the second part their successors and
 assigns shall provide, build, construct and forever maintain as long as said land
 shall be used and occupied for the purposes aforesaid, a roadway or
 on each side of said Rail Road and two good and sufficient fences running
 over and across said Rail Road, one of them at a point eighteen rods east
 from the said Miles Rhoads and line, and the other at a point six rods
 east of the said Benjamin Rhoads and line, together with all and singular
 the incidents and appurtenances thereto belonging or in anywise
 appertaining and the services, reparations, improvements and
 repairs and profits thereon and all the estate right title interest claim and
 demand whatsoever in the said party of the first part either in law or equity
 of any and to the above bargained premises with the said hereditaments &
 appurtenances, to have and to hold the said lands for the purposes aforesaid &
 with the conditions aforesaid to the said party of the second part their successors
 and assigns to the sole and only proper benefit and behoof of the said party
 of the second part their successors and assigns forever in witness whereof the
 party of the first part have hereunto set their hands and seals this day and
 year first above written. (S. S. R. S.) William L. Rhoads, Esq.
 Seal and delivery in presence of Catherine Rhoads, Esq.
 State of New York }
 Tompkins County } On this 21st day of October in the year one thousand eight
 hundred and twenty before me appeared William L. Rhoads & Catherine his wife
 to me personally known to be the same persons described in and to execute the
 foregoing instrument who avowedly acknowledge that they executed the same
 and the said Catherine on a false and fraudulent and one of said party
 has and acknowledged that she executed the same freely & with out any
 or compulsion of her said husband.

Recorded April 13th 1874 at 2 o'clock P.M. J. H. Bushnell
 J. H. Bushnell
 J. H. Bushnell
 J. H. Bushnell

16

5 Davidson P. 9. 126

126

John Snyder to
The N.Y. R. R. Co

This indenture made this twenty eighth day of April
in the year of our Lord one thousand eight hundred &
twenty one between John Snyder of the Town of Dryden
Tompkins County New York and Maria Louisa wife of
the first part and the Nelson and Collinist Paul House Company of
the second part Witnesseth that the said party of the first part in Consider-
ation of the sum of Five Hundred and twenty three dollars and fifty
three cents to them duly paid have sold unto by their present & good &
convey to the said party of the second part their tenements and as far as all
that first or parcel of land situate in the Town of Dryden Tompkins County
New York be the same beginning at a point on the division line of land
between said Snyder & William Manning which point is also five (5) rods South-
ly measured on a radius of curve from said center line & measuring thence South-
westerly about two hundred and thirty three (233) feet parallel to said center
line thence North westerly about one hundred and eight feet to a point four (4) rods
Southly measured on a radius of curve from said center line thence North westerly
about ninety seven (97) feet parallel to said center line thence North easterly
about two hundred and thirty three (233) feet to a point four (4) rods Southly
measured on a radius of curve from said center line thence North easterly
about two hundred and thirty three (233) feet parallel to said center line thence
North easterly about one hundred and eight feet to a point four (4) rods
Southly measured on a radius of curve from said center line thence North
westerly about one hundred and thirty three (233) feet parallel to said center
line thence North easterly about two hundred and thirty three (233) feet to a point
two (2) rods Southly at right angles from said center line thence North
easterly about two hundred and thirty three (233) feet parallel to said center line
thence North easterly about one hundred and thirty three (233) feet to a point
four (4) rods Southly at right angles to said center line thence North easterly about
one hundred and thirty three (233) feet to a point four (4) rods Southly at right
angles from said center line thence North easterly about one hundred and thirty
three (233) feet parallel to said center line to the division line of land between
said Snyder & William Manning thence North westerly along said division
line about one hundred and thirty three (233) feet to the North west corner of
said Manning's land thence North westerly along the division line between said
Snyder & William Manning about ninety seven (97) feet and a half (97 1/2) feet to a point
three (3) rods Southly at right angles from said center line thence South westerly
of about thirty (30) feet parallel to said center line thence South westerly about
one hundred and thirty three (233) feet to a point four (4) rods Southly at right
angles from said center line thence North westerly about two hundred (200)
feet parallel to said center line thence North westerly about two hundred (200)
feet parallel to said center line thence North westerly about one hundred (100)
feet to a point two (2) rods Southly measured on a radius of curve from said
center line thence South easterly about three hundred and thirty three (333) feet parallel
to said center line thence North easterly about three hundred (300) feet to a
point four (4) rods Southly measured on a radius of curve from said center
line thence North westerly about one hundred and thirty three (233) feet parallel to
said center line thence North westerly about one hundred and thirty three (233) feet to
a point four (4) rods Southly measured on a radius of curve from said center

line, thence south westerly and parallel to said center line and to the center line of lands between said Snyder and Wm. Manning as aforesaid, thence southerly along said division line about two hundred and thirty (330) feet to the place of Beginning, containing four (4) acres and less ^{more or less} of land to the same more or less, said part of the second part and to said said parcel of land a division from between the lands herein conveyed & other lands of said part of the first part here to lying upon either side of the said road above described, with the appurtenances and all the estate in the land therein of the said part of the first part and the said land by the said party, covenant and agree to and with the said part of the second part their successors and assigns that the premises herein conveyed in the grant & present possession of the said part of the second part their successors and assigns shall forever remain & defend against any person who may lawfully claim the same or any part thereof, in witness whereof the party of the first part have hereunto set their hands and seals the day & year first above written

Witness my hand and seal this 13th day of October 1874
 State of New York

George W. Rhodes
 D. D. R. R. L.

John Snyder Esq.
 Maria Snyder Esq.
 Placemey John R. Bell
 J. P. Bell Clerk

Recorded April 13th 1874 at 2 o'clock P. M.

This indenture made the 27th day of March in the year of our Lord one thousand eight hundred and seventy four between George Washington Rhodes and Maria his wife of Cayuga Township County and State of New York of the first part and the Citizens and Contractors Rail Road Company of the second part: Whereas that the said part of the first part in consideration of the sum of one hundred and fifty eight dollars to them in hand paid by the said part of the second part the receipt whereof is hereby confessed & acknowledged have bargained sold remised and quit claimed and by these presents do bargain sell remise and quit claim unto the said part of the second part and to their assigns forever all that parcel or parcel of land situate in the said town of Dryden in said county and described as follows: All that tract or strip of land upon and across the lands of the said Rhodes being four rods in width and lying upon and immediately adjacent to a certain line already conveyed and located by Wm. Manning Esq. Chief Surveyor and minutely described as conveying the Rhodes place beginning at the line Mrs. Hannah Rhodes house thence South westerly and such direction as to include within said breadth of conveying the tract and county apply here on the behalf of Daniel Sherwood this conveyance is however made upon the several conditions hereinafter mentioned and contained to be done and performed by the party of the second part and their assigns and is

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which is hereby acknowledged both bargained and sold and by this deed
 set apart and convey into this said party of the second part: All that tract
 or parcel of land situate in the Town of Dryden County of Tompkins & State
 of New York being designated as part of lot number eight (8) of said
 town and bounded as follows: to wit: Beginning at the center of the
 highway at the North line of Benjamin Davenport's land running
 thence east to the North east corner of Benjamin Davenport's land thence
 North to a stake on Anthony Davenport's land thence west to the
 opposite highway thence south along the center of the highway to the
 place of beginning sufficient to contain about twenty acres of land to be
 same more or less to have and to hold all said lands unto the parties
 above mentioned and described and hereby conveyed unto the said
 party of the second part his heirs and assigns forever. In witness
 hereof this party of the first part Sheriff as aforesaid hath hereunto set
 his hand and seal this day and year first written

Witness my hand and seal in presence of
 John C. Hankins Sheriff of
 Tompkins County on this the 5th day of May in the year one
 thousand eight hundred and twenty four before me the undersigned
 personally appeared Oscar R. Davenport known to be the same person
 described in and who executed the within instrument and each
 declared that he executed the same.

Witness my hand and seal at Dryden N.Y. this 5th day of May 1894
 Oscar R. Davenport
 J. P. Bell Clerk

Benjamin Gerrans }
 The Sheriff of Tompkins County }
 do hereby certify that the }
 within instrument was }
 duly recorded in the }
 office of the County Clerk }
 of Tompkins County on }
 the 5th day of May 1894 }
 at Dryden N.Y. and that }
 the same is a true and }
 correct copy of the }
 original as the same }
 appears from the }
 records of said County }
 Clerk.

The within and collateral Rail Road Company of the second part without
 that the said party of the first part in consideration of the sum of One
 Hundred and six Dollars to him duly paid hath and solely this present
 deed grant and convey to the said party of the second part: Benjamin Gerrans and
 Benjamin all that tract or parcel of land situate in the Town of Dryden Tompkins
 County New York and bounded and described as follows: Beginning at a
 point in the division line of lands between the said Gerrans and Colonel
 S. Bell; which point is also the center of the Highway and two (2) rods North
 at right angles to the center line of the Utica and Colton's Rail Road
 running thence South westerly about two hundred and eighty one (281) ft.
 parallel to said center line to the division line of lands between the said
 Gerrans and J. P. Bell thence South easterly along said division line
 about twenty eight (28) feet to a point two (2) rods southerly at right angle
 from said center line thence North westerly and parallel to said center
 line about two hundred & twenty nine (229) feet to the division line of land
 between said Gerrans and said Colonel S. Bell and thence North easterly
 along said division line about one hundred and fifteen (115) feet to
 the place of beginning containing thirty eight hundredths (3/400) of an acre
 of land to the same more or less together with all and singular the heretofore
 mentioned and appurtenances thereto belonging or in any way hereunto
 and the revenues and profits and remainders and remainders in and unto

profit thereof and all the estate right title interest claim and demand whatsoever of the said party of the first part within in law or equity of in and to the above bargained premises with the said conditions and appurtenances to have and to hold that the said Isaac German for himself his heirs executors and administrators doth covenant promise and agree to and with the said party of the second part their successors and assigns that he has not made done committed executed or suffered any act or acts thing or things what so ever whereby the above mentioned and described premises or any part or parts thereof now are or at any time hereafter shall or may be in whole or in part changed or encumbered in any manner or way whatsoever in law or equity of the party of the first part shall hereunto set his hand and seal this day and year first above written.

Sealed and delivered in presence of Isaac F. German & Co
Hans Lyon

State of New York }
Tompkins County } On this 30th day of January in the year one thousand eight hundred and seventy two before me the undersigned personally appeared Isaac German to me known to be the same person described in and to the contents of the within instrument and acknowledged that he executed the same.

Witness my hand and seal of office this 30th day of January 1872 at the City of New York
Hans Lyon Notary Public

Robert H. Wood }
Robert H. Wood } This instrument made this twentieth day of May in the year of our Lord one thousand eight hundred and seventy four between Joseph F. Wood and John H. Wood of Windsor, High County, and State of New York of the first part and Robert H. Wood of Windsor, High County, and State of New York of the second part. Witnesseth that the said party of the first part in consideration of the sum of one thousand dollars to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged have bargained sold remised and intitled and by these presents do bargain sell remise and intitle unto the said party of the second part unto to his heirs and assigns forever all the right title and interest in the following described piece or parcel of land situated in the town of Dryden High County and State of New York and distinguished as the one hundred acres of land reserved out of the south east corner of Lot No 28 in the township of Dryden in the subdivision made and by the latter Robert H. Wood said lot. Reserving and excepting from the said lot to be described twenty acres formerly sold and conveyed to Garretts Farming the balance of the said lot hereby intended to be conveyed contains eighty acres of land be the same more or less together with all and singular the hereditaments and appurtenances thereto belonging in anywise appertaining and the revenues and benefits remainder and remainder rents issues and profits thereof and all the estate right title interest claim and demand whatsoever of the said party of the first part within in law or equity of in and to the above bargained premises with the said conditions and

of the first part and the second part. Witnesseth that the said party of the first part in consideration of the sum of one thousand dollars to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged have bargained sold remised and intitled and by these presents do bargain sell remise and intitle unto the said party of the second part unto to his heirs and assigns forever all the right title and interest in the following described piece or parcel of land situated in the town of Dryden High County and State of New York and distinguished as the one hundred acres of land reserved out of the south east corner of Lot No 28 in the township of Dryden in the subdivision made and by the latter Robert H. Wood said lot. Reserving and excepting from the said lot to be described twenty acres formerly sold and conveyed to Garretts Farming the balance of the said lot hereby intended to be conveyed contains eighty acres of land be the same more or less together with all and singular the hereditaments and appurtenances thereto belonging in anywise appertaining and the revenues and benefits remainder and remainder rents issues and profits thereof and all the estate right title interest claim and demand whatsoever of the said party of the first part within in law or equity of in and to the above bargained premises with the said conditions and

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5 DRYDGE 19127

line. These north westerly and parallel to said center line and the domain
 line of lands between said Dryden and W. Manning is contained. These
 bounds along said division line about the hundred and thirty (30) feet
 the place of beginning, containing four (4) acres and two (2) hundredths
 the same more or less. said part of the second part are to each other
 contain a division fence between the lands herein conveyed & other
 lands of said part of the first part here to lying upon either side of the
 said road above described. With the appendices and all the rights title
 & interest therein of the said part of the first part and the said John Taylor
 with his consent and agree to and with the said part of the second part
 their assigns and assigns that the premises then conveyed in the grant &
 several portions of the said part of the second part their heirs or assigns
 he will forever defend & defend against any person whomsoever lawfully
 claiming the same or any part thereof. In witness whereof the part of the
 first part have hereunto set their hands and seals the day & year first above
 written
 (S. H. S. H. S.) John Taylor
 I, Charles H. ... in presence of
 Maria Taylor

State of New York }
 Tompkins County }
 On this 28 day of October in the year one thousand
 eight hundred and ... before me the undersigned personally
 appeared John Taylor and Maria Taylor his wife to me known to be the
 same persons described in and who executed the within instrument
 and solemnly acknowledged that they executed the same & that said
 Maria Taylor on a private transaction by one of part from her said
 husband acknowledged that she executed the same freely & without any
 force or compulsion of her said husband
 Recorded April 13th 1874 at ...
 Thomas ...
 J. P. ...

George W. Rhodes }
 To }
 S. H. S. H. S. }
 This indenture made this 23rd day of March in the year
 of our Lord one thousand eight hundred and ...
 between George Washington Rhodes and Maria his wife
 of Dryden Tompkins County and State of New York of the
 first part and the William and Corbinet Road Road Company of the
 second part: Witnesseth that the said part of the first part in consideration
 of the sum of one hundred and fifty eight dollars to them in hand paid
 by the said part of the second part the receipt whereof is hereby confessed &
 acknowledged have bargained sold remised and sold & conveyed and by these
 presents do bargain sell remise and sell & convey unto the said part of
 the second part and to their assigns from all that pieces or parcels of land
 situate in the said town of Dryden bounded and described as follows
 all that tract or strip of land upon and across the lands of the said Rhodes
 being four rods in breadth and lying upon and adjacent to a
 certain line already surveyed and located by William & Corbinet
 and situated therein as crossing the Rhodes Glen highway at the line
 near Hannah's house thence north westerly in such direction as to
 include within said breadth of roadway the most southerly apple
 tree on the orchard of Daniel Sherwood. This conveyance is however made
 upon the general condition hereinafter mentioned and contained to be done
 and performed by the part of the second part and their assigns and is

as made expressly subject to the performance of the said conditions to wit the
 the said party of the second part and their assigns shall construct & forever
 maintain across their Rail Road track on the land herein conveyed
 for the convenience and benefit of the party of the first part his heirs and
 assigns a suitable and proper fence spanning at grade, that the duties
 from a certain ditch and all other duties accordingly, shall be carried
 off in ditches cut of suitable depth, so as not to damage the lands of the party
 of the first part and to do and perform all things so required by law
 and the said party of the second part to be used for Rail Road purposes only
 together with all and singular the covenants and appurtenances thereto
 in anywise appertaining and the reservation and reservation remains
 and reserves unto said party and profits thereof and all the estate right
 title interest claim and demand what so ever of the said party of the first
 part within and beyond of in and to the above bargained premises with
 the said hereditaments and appurtenances to have and to hold the said
 premises with and under the conditions aforesaid to the said party of
 the second part their assigns to the sole and only proper benefit and behoof
 of the said party of the second part their assigns forever in witness whereof
 the party of the first part have hereunto set their hands and seal the day
 and year first above written (S. P. S.) George W. Rhodes L. S.
 Read and delivered in presence of Clarence Rhodes L. S.

of the County of Tompkins
 On this 24th day of March in the year one thousand
 eight hundred and seventy two before me the subscriber personally appeared
 George W. Rhodes & his wife to me known to be the same persons described
 in and who executed the within instrument & severally acknowledged that
 they executed the same and the said Clarence on a private & con-
 fidential by me apart from his said husband acknowledged that she executed
 the same freely and without any fear or compulsion of her said husband
 W. Wilson Justice of the Peace
 Recorded April 13th 1874 at 8 o'clock A. M. J. D. Bell Clerk

Harrison Albright &c. This Indenture made this 24th day of October
 1872 between Harrison Albright and Francis
 The U. C. & A. R. Co. his wife of the Town of Dryden Tompkins County
 and State of New York the party of the first part and
 the Union Colonies and Western Rail Road Company the party of the second
 part witness that the said party of the first part in consideration of
 the sum of ten hundred and fifteen dollars to them in hand paid
 have sold and by their present do grant and convey to the party of the
 second part and their assigns all that tract or parcel of land situated in
 the town of Dryden aforesaid bounded and described as follows: Beginning
 at a point on the division line of the lands of the said Albright and the
 Union Colonies in the center of the Highway at a point two rods southwesterly
 from the center line of the center line of said Company's Rail Road
 and running thence northwesterly about six hundred and twenty two
 feet parallel to said center line thence northwesterly about one hundred
 feet to a point on and one half rods southwesterly from the
 of said center line thence northwesterly about four hundred
 and twenty four and a quarter feet parallel to said center line thence

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5 DRYDE P9 151

151 3

fifty three lands (11.53) to a state in the west line of said lot 4 these
 south side and lot line being five chains and twenty five links
 33.181 to the place of beginning containing twenty three and twenty three
 hundredths acre of land (23.78 acs) as conveyed by Ed Howe Nov 11
 1874 Call same for variation 3.50. Together with all and singular
 the hereditaments and appurtenances thereto belonging or in any way
 appertaining and the revenues & services receivable & serviceable both
 mine and profit thereof and all the estate right title interest claim
 demand whatsoever of the said party of the first part within and beyond
 equity of law to the above bargained premises with the hereditaments
 and appurtenances to have & to hold the said premises to the use part
 of the second part his heirs and assigns to the use and only proper benefit &
 behoof of the said party of the second part his heirs and assigns forever
 In witness whereof the parties of the first part have come to
 at their hands and feet the day and year first above written
 at New York in presence of
 State of New York
 Tompkins County } On the 28th day of November in the year one
 thousand eight hundred and seventy four before me the undersigned
 personally appeared Thomas Spence and Lydia Spence his wife to get
 out before me the same persons described as & who executed
 the within instrument and severally acknowledged that they
 executed the same and the said Lydia Spence 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.

Geo E. Goodrich Justice of the Peace
 Recorded November 1st 1874 at 12 o'clock M. J. D. Asbell Clerk

Edward S. Early & Co
 1/2
 William H. Clinch R.R. Co

This instrument made this first day of
 October in the year of our Lord one thousand
 eight hundred and seventy four between
 Edward S. Early and Cousin L. ...
 wife of the first part and the Union, Western & Columbia Railroad
 Company of the second part, witnesseth that the said party of
 the first part in consideration of the sum of fifteen hundred
 dollars to them in hand paid by the said party of the second
 part the receipt whereof is hereby confessed and acknowledged has bargained
 sold assigned and granted to the said party of the second part
 all some and part thereof into the said party of the second
 part and to its successors and assigns forever all that piece of part
 of land situate in the Town of Dryden bounded and described
 as follows being the land extending two rods in width in each
 direction from and parallel to the center line of the Union, Western
 and Columbia Railroad as now located and continued beginning
 at the south line of Dryden near Carpio Brook and extending
 through said farm to the westerly bounds thereof at the highway
 near lands of Truman, four rods in width continuously
 with the Union, Western & Columbia Railroad Company's right of way
 & upon the location the latter from and from Geneva as now

constituted together with all and singular the hereinafore said and appertaining rights belonging or in any wise appertaining and the succession and receipts, commodities, & revenues, rents, issues, and profits thereof and all the estate right title interest claim and claim and whatsoever of the said party of the first part either in Law or Equity of and to the above named person with the said hereditaments and appertinances to have and to hold the said premises to the said party of the second part with her heirs and assigns to the said party of the second part with her heirs and assigns forever.

In witness whereof the party of the first part has hereunto set their hands and seal the day and year first above written. Subscribed in presence of: Colman S. Cady, Esq. Charles F. Cady, Esq. State of New York.

Testimony of the party of the first part in the year one thousand eight hundred and twenty four. I, the undersigned, personally appeared Colman S. Cady & Charles F. Cady wife to one Herman B. D. the same persons described in and who executed the within written deed and solemnly acknowledged that they executed the same and the said Colman S. Cady as a joint examination by one that from his said husband acknowledged that she executed the same freely and without any fear or compulsion of her said husband. S. J. Gunnin Notary Public. Recorded December 14-1874 at 44 vol. R. H. J. P. Wheel Clerk

William Howe } A Deed made and executed between William Howe of the City of Albany County of Tompkins and State of New York of the first part and Anne Parker of the town of Dryden County and State of New York of the second part the 15th day of December in the year of our Lord one thousand eight hundred and twenty four. In consideration of the cash and certain items of the first part the said party of the first part has granted & sold and does hereby demise & lease to the said party of the second part for her use and benefit the following premises to wit: All that certain parcel of land in the town of Dryden containing about one hundred acres of more or less which the said Anne Parker now carries being the same parcel of premises which she & her wife conveyed to the said Anne Parker by Deed dated Dec. 4-1893 with the usual covenants & appertinances for and clearing the term of her Natural life from the date hereof which term shall end at the death of the party of the second part. And the said party of the second part covenants that she will pay to the party of the first part for the use of said premises all taxes that may be assessed on said premises during the term of the lease. The party of the second part covenants that at the expiration of said term she will surrender up said premises to the party of the first part in as good condition as now necessary wear and damage by the elements excepted. Witness the hands and seal of the parties the day and year first above written.

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2 Groton Mortgages at Page 317

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

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

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

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

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

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

In witness whereof the party of the first part has hereunto set his hand and seal the day and year first above written,
1869 Peter Van Hunter L.S.

State of New York } ss
Tompkins County } On this 28th day of April 1869, before me personally appeared Peter Van Hunter to me known to be the same person described in and who executed the above instrument, and acknowledged that he executed the same.
Recorded November 22^d 1875 at 4 o'clock P.M. J. P. Farrell Clerk

Geo. D. Beers }
To }
Edwin Marian }
No. 2 Ottawa page 3124 }
For value received I hereby assign & transfer the within mortgage from Royal Scott to Peter Van Hunter, recorded in No. 2, Ottawa Mortgages page 312 + 313 to Edwin Marian at his own cost & issue without recourse to me but for his own use & benefit, Nov. 22, 1875.
Geo. D. Beers.
Tompkins Co. N.Y.

On this 22^d day of Nov. 1875, before me came Geo. D. Beers, to me known to be the same person who executed the foregoing instrument and acknowledged the due execution thereof.
Recorded November 22^d 1875 at 5 o'clock P.M. J. P. Farrell Clerk

The U. S. & C. Railroad Co. }
To }
Henry V. Poor & }
Thomas N. Bosker }
This Indenture made and entered into this 10th day of December, one thousand eight hundred and seventy five, between the Utica, Waton and Clinton Railroad Company, a Corporation duly created and organized under and according to the laws of the State of New York, pursuant to an act of the Legislature of said State, entitled an act authorizing the Consolidation of certain Rail Road Companies, passed May 26, 1869, party of the first part, and Henry V. Poor of Brookline, in the State of Massachusetts, and Thomas N. Bosker, of the City, County and State of New York, as Trustees as hereinafter stated, parties of the second part;

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

State of New York, as Trustees in said Indenture of Mortgage or deed of trust provided, and to the Survivor of them, and to their Successors and Successors in said trust, All and singular the estate and property, real, personal and mixed, and all and singular the railroads or rail ways of said Utica, Ithaca & Elmira Railroad Company, constructed, in process of construction or hereafter to be constructed, in the State of New York, together with all and singular the lands, tracks, lines, rails purchased or to be purchased, bridges, viaducts, culverts, ways, rights of way and materials, buildings, erections, fences, walls, fixtures, privileges, easements, rights, underleases, agreements, covenants, and contracts of all and every kind, franchises, rights and interests, real estate, personal property, choses in action, leaseholds and other things of and belonging to said party of the first part, of every kind, nature and character, whatsoever, and divers other rights, interests, property, estates and things in action, in said indenture of Mortgage or deed of trust fully and at large set forth, which said Indenture of Mortgage or deed of trust, to which reference is hereby made with the like effect as if the same were here fully and at large set forth, was duly recorded in the Office of the Clerk of the County of Tompkins, at 2 o'clock, on the twenty first day of May 1872, in Liber 2 of Grant Mortgages, pages 317, 318 & also in the Office of the Clerk of the County of Schuyler, at 10 o'clock on the 30th day of May 1872, in Liber 18 of Mortgages, page 125 & also in the Office of the Clerk of the County of Chemung, at 7 o'clock P.M. on the twenty first day of May 1872, in Liber 39 of Mortgages, page 303 & also in the Office of the Clerk of the County of Steuben, at 3 o'clock P.M. on the twenty second day of May 1872, in Liber 59 of Mortgages, page 351 & also in the Office of the Clerk of Tioga County, at four o'clock P.M. on the twenty third day of May 1872, in Liber 37 of Mortgages, page --; also in the Office of the Clerk of the County of Cortland, at eleven o'clock A.M. on the twenty fourth day of May 1872, in Liber 12 of Mortgages, page --; and in the Office of the Clerk of the County of Otsego, at eight o'clock A.M. on the twenty fifth day of May 1872, in Book - of Mortgages, page.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

William L. Burt, L.S. President.
 O. B. Curran, L.S. Secretary and Treasurer.
 Henry V. Poor, L.S. Trustee.
 Thomas H. Rooker, L.S. Trustee.

Seal of the Utica, Shaca
 & Elmira R.R. Co.

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

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

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

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

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

(Seal)

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

State of New York } ss: I hereby certify that A. W. Adams, of Boston, County of Suffolk and State of Massachusetts, was, at the time of taking the annexed acknowledgment, a Commissioner for the State of New York to take the proof and acknowledgment of Deeds and other instruments to be used or recorded in this State, and to administer oaths and affirmations pursuant to Chapter 270 Laws of 1858, and the acts amendatory thereof; and that such Commissioner was, at the time aforesaid, duly authorized to take the same; and that I have compared the signature of the said Commissioner to the certificate subjoined to the annexed instrument, with the signature of such Commissioner deposited in this Office, and have also compared the impression of the seal affixed to such certificate, with the impression of the seal of such Commissioner deposited in this Office and I verily believe the signature and impression of the seal to the said certificate to be genuine.

In Witness whereof, I have hereunto set my hand and the seal of Office of the Secretary of State at the City of Albany this 23rd day of December, one thousand and eight hundred and seventy five. Friedrich Willers Jr., S.S.

State of New York } ss: Secretary of State.

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

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

(Seal)

Frederick B. Jennings, Notary Public (15)
New York Co.

State of New York }
 City and County of New York } I, William Walsh, Clerk of the City and
 County of New York, and also Clerk of the Supreme Court for the
 said City and County, the same being a Court of Record, do hereby
 certify that Frederick B. Jennings, whose name is subscribed to the
 certificate of the proof or acknowledgment of the annexed instru-
 ment and thereon written, was, at the time of taking such proof or
 acknowledgment, a Notary Public in and for the City and County
 of New York, dwelling in the said City, Commissioned and sworn
 and duly authorized to take the same. And further that I am
 well acquainted with the hand writing of such Notary, and
 verily believe that the signature to the said certificate of proof or
 acknowledgment is genuine. I further certify that said instrument
 is executed and acknowledged according to the law of the State
 of New York

In testimony whereof, I have hereunto set my hand and affixed the
 seal of the said Court and County the 22nd day of December 1875;

(New York Seal)

Wm Walsh, Clerk.

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

Recorded December 25th 1875 at 10 o'clock A.M. J. A. Bill Clerk

Rufus Bates }
 5 } I know all men by their presents, that S. Rufus Bates
 John Rousey } of Ithaca New York of the first part; in consideration
 N. & Ithaca Mort. p 77 } of the sum of Two hundred ninety nine & 3/4^{ths} dol-
 } lars, to him in hand paid, by John Rousey of the
 same place of the second part; at or before the unsealing and delivery
 of these presents, the receipt whereof is hereby acknowledged, have
 granted, bargained, sold, assigned, transferred and set over, and
 by these presents do grant, bargain, sell, assign, transfer and set
 over unto the said party of the second part, a certain indenture
 of Mortgage, bearing date the fourth day of May, in the year one

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7 DECEMBER 1926

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No. 1, Dryden Books.
Mott J. Robertson
DeWitt & E. B. Co.

This Indenture, made this First day of September
in the year of our Lord one thousand eight hundred and eighty one
BETWEEN Mott J. Robertson and Martha J. Robertson
now his wife of Dryden in the County of Tompkins
and State of New York

John A. Schaefer, Plummer Railway Company of the first part, and
of the second part, **WITNESSETH**, That the said party, as of the first part, in consideration of the sum of
Seven hundred Dollars

BY THESE PRESENTS do grant and convey to the said party of the second part, less a certain **unto and assigns**,
All that Tract or Parcel of Land, situate in the County of Tompkins and State
of New York described as follows to wit: Beginning at a point
where the center line of the Albion Station, and Elmwood Railway
crosses the dividing line between the lands of the parties of the first
part and the estate of Casper Miller deceased, and running thence
north 49° east about 725' seven hundred twenty five feet, then
on a curve to the right with radius of 2865 feet for a parallel distance
of 172' one hundred seventy two feet to the dividing line between
the lands of parties of the first part and Bradford Snyder et al owners
two lines of which are parallel to said center line and such distant
therefrom the one northerly and the other southerly two rods including
all the land embraced within the said outer parallel lines of a
width of about sixty six and a half feet wide across the premises of the parties
of the first part.

In consideration of the foregoing the parties of the second part covenant
and agree on behalf of itself to succeed to and assign to furnish
and provide the parties of the first part with a road during each and
every year of their natural lives or the survivor of them with a few
months until the said John A. Schaefer or Elmwood Railway

With the Obligations, and all the Rights, Title and Interest therein of the said parties of the first part. And the said
Mott J. Robertson for himself his heirs and assigns
do hereby solemnly covenant and agree to and with the said party of the second part, its heirs and assigns

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

In Witness Whereof, The parties of the first part hereunto set their hands and seals the day and year first above written.
MADE AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK
County of Tompkins
On this First day of September 1926 in the
year one thousand eight hundred and eighty one before me, the undersigned, personally known
Mott J. Robertson and Martha J. Robertson his wife
as the party or parties described in and who executed the within instrument, and who acknowledged that
the same was executed by me, agent from her said husband acknowledged that all the conditions of the said
instrument were complied with.

Mott J. Robertson
Martha J. Robertson

A true copy of the original. Recorded, September 8th 1926 at Dryden, N.Y.
J. B. Balgley Clerk

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3 Lis Pendens, page 336

Charles S. Fairchild, Trustee : Supreme Court, Chemung County
Plaintiff : Index No. _____

-vs-

The Utica Ithaca and Elmira : Notice of Pendency of Action
Railroad Company dated _____
Defendants : Recorded Nov. 30, 1877

-----X

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

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

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11 IRACA DEEDS pg 367

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to a stake and closing in the south line of Henry G. Rhodes land and distant forty-nine links on a bearing of 29 30' East from an oak tree thence South eighty seven degrees and thirty minutes West thirty chains and eighty three links to the place of beginning continuing westerly from a corner of land being in the town of Athens, aforesaid. To Have and to hold the said premises and every part and parcel thereof with the appurtenances to the said Henry G. Rhodes his heirs and assigns to his and their only proper use, benefit and behoof forever.

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

Witness my hand and seal the day and year first above written.

Wm. C. Newman Ch.

Subscribed and sworn to before me }
 the Subscriber, personally appeared }
 William C. Newman to me known to be the person who executed }
 the above instrument and he acknowledged that he executed the same }
 Bradford Almy Justice of the Peace }
 Received June 27th, 1878 at 10pm o'clock A.M. }
 O. C. Hyde Clk.

Charles Robbins - Referee }
 Edward R. Goodwin & Co. }

This Indenture made this thirtieth day of April in the year of our Lord one thousand eight hundred and seventy eight, between Charles Robbins Referee in the action hereinafter mentioned of the first part and Edward R. Goodwin of New York and Daniel F. Lindley of Robt. Tany New York of the second part:

Whereas at a special term of the Supreme Court held at Otsego in the County of Chemung on the twenty eighth of January one thousand eight hundred and seventy eight, it was among other things ordered, adjudged and decreed by the said Court in a certain action then pending in the said Court, between Charles S. Fairchild, Plaintiff and the Klions, Thomas and Elmore Rail Road Company, Defendants, that all and singular the premises, property and franchises described in said complaint and herein after set forth and described, be sold at public auction in the City of New York, by or under the direction of the said party of the first part who was appointed a Referee to make such sale by said judgment; that all of said premises, property and franchises be sold together; that said sale be in public view of the town and people and terms of said sale and of the specific property to be sold by publishing the same as often as once in each week in at least two newspapers of good general circulation in said City of New York, and elsewhere according to law and the practice of said Court for a period of at least sixty days previous to such sale; that said Referee receive for and on account of the highest price of the premises, property and franchises sold by him at such sale gold coin of the United States of America of the present standard value thereof at par; that the said Referee execute to the purchaser or purchasers at said sale a deed

all of which personal chattels are now contained and agreed to be
 included and appurtenances of the said railroad and are to be
 used and sold throughout, and not separate therefrom and are to
 be taken as a part thereof, and all bills, accounts, issues and profits to
 be had or derived from the same, or any part or portion thereof, and
 all right to receive or recover the same, and together with all im-
 provements or additions made or to be made to any or all of said
 properties, realties, railroad and its appurtenances by said party
 of the first part or others. And also all and every other realty,
 interest, property or thing which the said party of the first part
 own and holds, or now or shall hereafter acquire and hold,
 necessary or convenient for the use, occupation, operations
 and enjoyment of its said railroad, tenes and property, rights,
 privileges and franchises, or any part or portion thereof, and all
 so all rights and privileges to use the said roadbed, tracks, di-
 stings, ironwork and switches, consolidated at the execution of
 these presents, or which may and shall be hereafter constructed
 for the convenient use of said railroad owned or operated by
 the said party of the first part, as fully and as effectually as
 the said company the party hereto of the first part is or may
 be by law entitled to have or acquire. To have and to hold
 all and singular the premises, property and franchises above
 mentioned and described and hereby conveyed unto the said
 party of the second part as joint tenants and not tenants in
 common their heirs and assigns forever.

In Witness Whereof the said party of the first part Retire as
 aforesaid, hath hereunto set his hand and seal the day
 and year first above written. *John H. Latham* L.S.

Sealed and Delivered in presence of *J.H. S.P.* }
 State of New York }
 City & County of Southold } ss: On the first day of May 1878, before
 me the subscriber personally ap-
 peared Charles Latham to me well known to be the same person
 named in and who executed the within instrument and he
 acknowledged that he executed the same. *John Howard Latham*
 L.S. Notary Public in &
 State of New York. }
 City and County of New York } ss: *John Howard Latham*

J. Howard Latham L.S. }
 I, *John Howard Latham* Justice of
 the City and County of New York, and also Justice of the Supreme
 Court for the said City and County, the same being a Court
 of Record do hereby certify that *John H. Latham* whose name
 is subscribed to the certificate of the proof or acknowledge-
 ment of the annexed instrument, and thereon written, was at
 the time of taking such proof and acknowledgement a Notary Public
 in and for the City and County of New York, dwelling in the said
 City, commissioned and sworn, and duly authorized to take the
 same. And further, that I am well acquainted with the honest
 writing of said Notary and verily believe the the signature
 to the said certificate of proof or acknowledgement is genuine.
 I further certify that said instrument is executed, and

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... of the State of New York...
... and also in the Court and County, the
... of the County of Hamilton, New York,
... at 11 o'clock A.M.

Edwin Simpson & wife
Elizabeth Simpson

The Indenture made this Thirtieth day of June in the year of our Lord one thousand eight hundred and twenty, between Edwin Simpson & his wife, Elizabeth Simpson of the County of Hamilton, New York, of the first part, and Elizabeth Simpson & her husband, George Simpson of the County of Hamilton, New York, of the second part, in consideration of the sum of Three Hundred and fifty six Dollars and thirty one cents to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have bargained, sold, conveyed, quit-claimed and do hereby present in bargain, sell, convey and quit-claim unto the said party of the second part with to me here and assigns forever, All that tract or parcel of Land situated in the Village of Ithaca being part of Lot Number Seven of the subdivision of a tract of land bought by Daniel Ayres of Robert M. Patton, bounded on the South by Pompey Street, East by Lot Number Eleven of said subdivision and by Lot Number fourteen and West by the remainder of Lot Number seven, and being thirty six feet and ten inches wide from East to West, and one hundred and forty five feet long from North to South, together with the right of way on the west side of said lot above mentioned over a lane. The use of the well on said premises herein conveyed is reserved to the use and for the benefit of the party owning the lot adjoining on the West and also the privilege to said party of inserting a lead into pipe for the purpose of drawing water from the said well, and also the privilege of going to and from said well for the purpose of repairing the same. The lane above mentioned over which the right of way is hereby given is supposed to be nine feet wide and intended for the use of both lots. And of all any encumbrance present, the owners of the Lot hereby conveyed and the Lot adjoining on the West shall by mutual agreement conclude to quiet up the lane and discontinue it; then one half of said lane shall belong to and be a part of the premises herein conveyed, according to the terms and conditions of a deed given Charles J. Woodruff & wife to Thomas H. Thomas dated March 22nd 1847 and recorded in Tompkins County Clerk's Office in book 22 of date page 271.
Together with all and singular the hereditaments and appurtenances thereto in anywise appertaining and the reversions and remainders therein and remainders, rents, issues and profits thereof, and all the whole right, title, interest, claim and demand whatsoever of the said party of the

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

State of New York) Frank M. Grary, Referee. U.S.
 County of Tompkins) ss

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

F. G. Ellsworth, Notary Public.

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

Book 133 pg 281

Attest blank

Edward H. Goodnow wife
 Daniel A. Lindley wife
 To =

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

This Indenture, made the seventh day of May in the year 1878 between Edward H. Goodnow and Hattie M. Goodnow his wife of the City of Brooklyn and Daniel A. Lindley and Grace F. Lindley as parties of the first part and the Utica, Ithaca and Elmira Railway Company of the State of New York as party of the second part. Witnesseth: That the said parties of the first part in consideration

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

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

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

State of New York }
 County of Kings }
 personally called E. H. Goodnow & H. M. Goodnow }
 On this twenty eighth day of May 1878, before me }
 E. H. Goodnow L. S.
 H. M. Goodnow L. S.
 D. A. Lindley L. S.
 Grace F. Lindley, L. S.

his wife, to me known to be the individuals described in and who executed the above instrument and severally acknowledged that they executed the same, for the purposes therein mentioned, and the said H. M. Goodnow on a private examination by me made, apart from her husband, acknowledged that she executed the same freely and without any fear or compulsion of her said husband.

Alfred Hodger, Notary Public.

State of New York }
 County of Kings }
 I, John Delmar, Clerk of the County of Kings and Clerk of the Supreme Court of the State of New York, in and for said county (said Court being a Court of Record) do hereby certify that Alfred Hodger whose name is subscribed to the Certificate of Proof, or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public, of the State of New York, in and for the said County of Kings, dwelling in said County, commissioned and sworn, and duly authorized to take the same, and further, that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said Certificate is genuine. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this 28th day of May 1878.

John Delmar, Clerk. L. S.

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

State of New York }
 Westchester County }⁸⁵

Charles E. Storms, Notary Public
 in and for Westchester Co. =

I, John M. Rowell, Clerk of the County aforesaid, and also Clerk of
 the County and Supreme Courts, in and for said County, the same being
 County of Record. Do hereby certify that Charles E. Storms Esquire, whose name
 is subscribed to the Certificate of acknowledgment of the annexed instru-
 ment, was, at the date of said Certificate, a Notary Public in and for said
 County, residing in said County, appointed and sworn, and duly au-
 thorized to take the same; and I am well acquainted with the hand-
 writing of said Notary Public, and verily believe that the signature to
 said Certificate is genuine. I further certify that said Instrument is
 executed and acknowledged according to the laws of the State of New York.
 In Testimony Whereof, I hereunto set my hand and affixed the Seal of the
 said County and County the 9 day of July 1878.

John M. Rowell, Clerk.

Recorded March 6, 1889 at 11:30 A.M.

S. H. Van Hook, Clerk

John Hetherington of the County of Tompkins and State of New York do hereby certify that John Hetherington and Catherine A. Hetherington his wife of the town of Enfield in the County of Tompkins and State of New York, of the first part, and Darwin Ramey of the town, county and State aforesaid. Witnesseth, that the said parties of the first part, in consideration of the sum of twenty three hundred dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, both bargained, sold, acquired and lawfully obtained, and by these presents do bargain, sell, remise and quitclaim unto the said party of the second part, and to his heirs and assigns forever, all that Tract or piece or parcel of land, situate in the Town of Enfield, County of Tompkins and State of New York & is known and distinguished by being forty seven acres of land or lot number seventy-five (75) in said town of Enfield and is bounded as follows, Beginning at the north west corner of said lot number seventy-five and run from thence east along the center of the highway to land owned by Silas Harvey. Thence south along the line of said Harvey's land to an angle in said Harvey's land. Thence west on the line of said Harvey's land and by land formerly owned by R. H. Hines to land formerly owned by Timothy P. Porter's land. Thence north along said Porter's land to the center of the highway; thence north to the place of beginning containing forty seven acres of land. Also all that other piece or parcel of land situate in the town of Enfield aforesaid and is a part of lot number seventy-five (75) and is bounded as follows: - Beginning at the north west corner of land formerly belonging to Bely H. Hines in the center of highway on said lot

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131 Decors for 444

444

No. 131 Deeds.

This Indenture, Made this 31st day of December

In the year of our Lord one thousand eight hundred and eighty seven
BETWEEN William G. ...
... County ...

William G. ...
TO
The ...
... Co.
...

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 and fifty dollars (\$150.) to be paid, has sold and

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

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of ... County of ... State of New York, and described as follows to-wit:

Beginning at the point where the center line of the Clinton, Cortland, and Western Rail Road, intersects the division line between lands of Miles Rhodes and the said Hannah L. Lee and, crossing thence westerly along said division line about thirty feet to a point distant thirty three feet at right angles from said center line thence east westerly in a line parallel to and thirty three feet from said center line about two hundred and forty feet to a point on the division line between lands of said Hannah L. Lee and M. Rhodes, which point is also on the center of the highway, thence south westerly along the center of the highway about one hundred feet to a point thirty three feet distant at right angles from the center line aforesaid; thence westerly parallel to and thirty three feet from said center line, about one hundred and thirty five feet to a point on the dividing line between Hannah L. Lee and Miles Rhodes aforesaid thence westerly along said division line to the place of beginning, containing thirty two acre less and the of an acre of land by the same more

WITH THE APPURTENANCES, and all the Estate, Title and Interest therein of the said party of the first part. And the said Hannah L. Lee party of the first part

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

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

In Witness Whereof, The party of the first part has hereunto set her hand and seal the day and year first above written.
SEALED AND DELIVERED IN PRESENCE OF

STATE OF NEW YORK,
County of ...
... Village of ...

On this 31st day of December 1887 in the year one thousand eight hundred and eighty seven before me the subscriber, personally appeared ...

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

M. Van ...
Notary Public

A true copy of the original. Recorded January 25th 1888 at ... N.Y.
... Clerk.

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

In presence of Marshall B. Clarke.

Charles Evans Hughes Esq.

State of New York.

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

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

State of New York.

City and County of New York. }
 I, Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being in Court of Record, do hereby certify, that Marshall B. Clarke whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 9th day of June, 1897.

Henry D. Purroy, Clerk.

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

148 DECS 19 268

The Delight Valley Rail Way Co.

Delight Valley Railroads Co. 14 April 1891.

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

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

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

W. S. Hale Esq.

State of New York. }
County of Tompkins, }
} ss.

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

Wm. Stogdole Smith, Notary Public.

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

L. A. Van der Plig

Charles Evans Hughes
vs
Wilder D. Bancroft.

This instrument made the eighth day of June, in the year one thousand eight hundred and ninety-two, between Charles Evans Hughes, of the City, County and State of New York, party of the first part, and Wilder D. Bancroft, of the City of Albany, County of Tompkins, State of New York, party of the second part, witnesseth: That the said party of the first part, in consideration of

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

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The Elmira, Cortland & Northern R.R. Co.
with
J. C. Wait & Simon P. Link & others
and
Bretraud Rhodes & Rosa A. Rhodes

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

sons, trading as J. C. Wait Special Company (hereinafter called the Shipper) of the
second part; and Bretraud Rhodes and Rosa A. Rhodes, (hereinafter called the Owners)
of the third part. Whereas, the Shipper has requested the Railroad Company to
lay down and maintain a riding from its railroad into the premises of the parties
of the third part, now under lease to said Shipper, situate in the Town of Dryden,
Tompkins County, New York, as shown on the plan hereto attached and made a part
hereof. Now this Agreement Witnesseth, that the said parties hereto, each in con-
sideration of the covenants and agreements hereinafter contained to be kept and
performed by the other, hereby covenant and agree each with the other as follows:-
First: The said Shipper and the parties of the third part hereby grant, bargain
and sell unto the Railroad Company the full right, liberty and privilege of laying
down, constructing, establishing, operating, maintaining and using a railroad
riding with one or more tracks on the Railroad Company may deem necessary
or advantageous upon, through and over the following described lands of the
said Shipper, here, situate in the Town of Dryden, Tompkins County, New York,
to wit: Beginning at a point in the Elmira, Cortland and Northern Railroad Company's
North right of way line, said point being opposite track station 2936 + 39.76 and distant
thirty three (33) feet at right angles from the center line of main track and seven (7)
feet at right angles to center line of proposed ride track; thence South 74° 34' West
parallel to and distant thirty three (33) feet from center line of main track a distance
of forty three and forty four hundredths (43 44) feet to a point distant seven (7) feet
southerly and at right angles from center line of proposed riding; thence on a
curve bearing to the right bearing a radius of 610.2 feet and parallel to and distant
seven (7) feet southerly from the center line of proposed riding a distance of two
hundred and eighty four and fifteen hundredths (284 15) feet to a point; thence
North 32° 14' East a distance of fourteen (14) feet to a point distant seven (7) feet
northerly at right angles to said proposed riding; thence on a curve bearing to
the left bearing a radius of five hundred and ninety six and eight tenths (596 8)
feet and parallel to center line of said proposed riding and distant seven (7) feet
northerly at right angles thereto a distance of three hundred and eighteen and
four hundredths (318 04) feet to the place of beginning, containing unity seven
thousandths (0.007) of an acre, be the same more or less, and shown in purple
on said attached plan. Second: The said Shipper hereby agrees to do all the grading
work to furnish and pay for all labor, ties and switch timber, necessary and
required in laying and maintaining the above described riding. The Railroad
Company agrees to furnish at its own expense, the switches, frogs, rails and
track fastenings, rods and required in the construction and maintenance
of the said riding, and to lay and maintain the same upon the graded
surface, ties and switch timber to be provided by and at the expense of the Shipper
aforesaid. It is distinctly understood and agreed by and between the parties
hereto that all such switches, frogs, rails and track fastenings and rods
furnished in the construction and maintenance of said riding shall be and
remain the property of the Railroad Company, which shall have the right at any time

within one month prior to the expiration of the three months' notice provided for in the Fifth clause hereof to enter on said premises and remove said switches, frogs, road and track fastenings and such other materials in the construction and maintenance of said riding as aforesaid. Third: The said shipper hereby covenants and agrees, during the continuance of this agreement, to ship or cause to be shipped over the railroad of the Railroad Company, and over connecting and forwarding transportation lines preferred by it to the shipper of all other means of transportation available, from or to the above described premises, or from its point of departure to its ultimate destination, all the freight, the shipment of which it has control or influence; Provided Always, that the freight rates on such shipments be no less than the rates charged to other shippers by the Railroad Company for like contemporaneous service. Fourth: The said shipper also covenants and agrees to indemnify and save harmless the Railroad Company from and against all loss or damage to and from the contents thereof by fire, explosion or other cause whatsoever which standing on the said riding, or (if the shipping is done by the employees of the shipper) while being shipped to or from the same; Provided, that the cause of such loss or damage does not directly arise by reason of the negligence of the Railroad Company or its employees. Fifth: This agreement shall continue in force unless or until terminated by the Railroad Company, or the shipper giving three months' written notice to the other of its intention or to terminate and upon the expiration of such period this agreement shall absolutely end; Provided Always, that if the property of the shipper, here, shall at any time during the continuance hereof be levied on or seized and taken in execution under any judicial process, or if the said shipper shall fail to keep and perform the covenants hereof on its part to be kept and performed, the Railroad Company may at its option immediately enter on said premises and remove all or any part of its switches, frogs, roads, tracks fastenings or other materials heretofore or hereafter used and furnished by it in the construction and maintenance of the said riding, and terminate this agreement without notice to the said shipper, or to any one, without any liability for so doing. Sixth: Any waiver at any time of the rights of the Railroad Company as to anything herein contained, shall not be deemed a waiver of any breach of covenant or other matter subsequently occurring. This agreement shall be binding upon and enforceable to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. In Witness Whereof, the said parties hereto have duly executed these presents, the day and year first above written.

The Chemung, Lockland & Northern Railroad Company
 By Alfred Wooten, President
 Attest, D. G. Brand, Asst. Secretary
 J. C. Wark L.S.
 S. P. Smith L.S.

A. Robertson and Son
 By A. Robertson, President
 Attest, H. L. Volney, Secretary
 Including as J. E. Wait Special Company
 Bertrand Rhodes L.S.
 Ross A. Rhodes L.S.

State of New York }
 County of Broome } On this 20th day of September in the year nineteen hundred and

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

R. R. Griswold, Notary Public.

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

A. H. Mearns, Clerk.

State of New York, }
County of Rensselaer. }
On the 20th day of September in the year 1902 before me, personally came H. L. Valley to me known, who being by me duly sworn, did depose and say that he resided in the City of Binghamton and State of New York, that he is the Secretary of A. Robinson and Co., the Corporation described in and which executed the above instrument (one of the partners of the within form of J. E. Wait Special Company) that he knew the corporate seal of said Corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

R. R. Griswold, Notary Public.

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

A. H. Mearns, Clerk.

State of New York, }
County of Tompkins. }
On this 20th day of October in the year Nineteen Hundred and Sworn (1902), before me personally came Bertrond Rhodes and Vera A. Rhodes to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they thereupon each duly acknowledged to me that they executed

the same.

(Sigs) Charles M. Coquell, Notary Public.

State of Pennsylvania,
County of Philadelphia }

On the third day of November in the year 1902 before me personally known to me known who being by me duly sworn, did depose and say that he resided in the City of Philadelphia and State of Pennsylvania; that he is the Asst. Secretary of The Elmer, Scotland and Northern Railroad Company; the Corporation dissolved in and which executed the above instrument; that he knew the corporate seal of said Corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he required his name thereon by like order.

(Sigs) Edward G. Hartshorn, Notary Public.
Commission Expires March 24th, 1903.

State of Pennsylvania,
County of Philadelphia, ss. }

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

(Sigs) M. Russell Thayer, Prothonotary.

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

S. H. North, Clerk

W. H. Hanna
to
Julia B. Hanna

Know all Men by these Presents, That I, W. H. Hanna of Ithaca, New York party of the first part in consideration of the sum of four hundred dollars to me paid by Julia B. Hanna of Ithaca, State of New York the receipt whereof is hereby acknowledged, do hereby bargain, sell and convey to the said Julia B. Hanna... heirs and assigns, forever, the following Real Estate, viz. Lots 20 (15) fifteen, 20 (38) thirty eight and 20 94, Ninety four and per plat of the Ithaca Land Company on record in said Ithaca, Tompkins County and State aforesaid. 20 15 and 94 front on State Street and 38 fronts on Magnolia Street, together with the privileges and appurtenances to the same belonging. To Have and to Hold, The same to the said Julia B. Hanna... heirs and assigns forever I hereby covenanting that the title so conveyed is clear, Free and Unincumbered, and that I will warrant and defend the same against all claims whatsoever. In Witness Whereof, I the said W. H. Hanna, grantor, has hereunto set his hand this 14th day of Nov. in the year one thousand nine hundred and two.

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NO. 187, DEEDS.

This Indenture, Made the 17th day of October in the year

Geo. H. Houty

of our Lord one thousand hundred and four (1904) BETWEEN George H. Houty (successor) of Essex, Tompkins County, New York

The Elmira, Cortland and Northern Railroad Company

of the first part, and The Elmira, Cortland and Northern Railroad Company (Incorporated)

of the second part, Witnesseth, That the said party of the first part, in consideration of the sum of Dollars hundred and thirty five (115) Dollars lawful money of the United States paid by the party of the second part, do hereby sell and convey unto the said party of the second part, its successors, heirs and assigns, forever, ALL THAT TRACT OR PARCEL OF LAND situate in the

town of Hayden, Tompkins County, and State of New York, bounded and described as follows: Beginning at a point where the center line of the railroad of the Elmira, Cortland and Northern Railroad Company, as now constructed, crosses the former line between lands of George H. Houty and lands of Katherine Houty at track station 2972+89, on a stake on said railroad; running thence S. 87° W. ninety and four tenths (94.6) feet to a point seventy five (75) feet distant at right angles from said center line of said railroad; thence S. 37° E. nine hundred ninety eight and six tenths (998.6) feet to the west side of the highway; thence S. 37° 30' E. along said highway a distance of forty three and three tenths (43.3) feet to a point seventy three (73) feet distant at right angles from the center line of said railroad; thence S. 37° E. three hundred eighty six and seven tenths (386.7) feet to the former line between lands of Katherine Houty and lands of Elmer R. Wick; thence S. 2° W. one hundred fifteen (115) feet to a point thirty three (33) feet distant at right angles from the center line of said railroad; thence S. 37° W. twelve hundred twenty four and one tenth (1224.1) feet parallel to said center line to a point on the first mentioned property line between lands of George H. Houty and lands of Katherine Houty; thence S. 37° W. twenty nine and eight tenths (29.8) feet to the place of beginning; containing two and eighty six one hundred and thirty nine (286.39) acres, more or less, all that tract or parcel of land situate in the town of Hayden, County of Tompkins and State of New York, bounded and described as follows: Beginning at a point where the center line of the main track of the Elmira, Cortland and Northern Railroad crosses the westerly boundary line of the property belonging to George H. Houty; said point being at track station 2972+688; thence N. 88° 4' W. a distance of 19 1/2 feet; thence N. 9° 2' E. a distance of 31.7 feet to a point distant 22 feet at right angles from the center line of said main track; thence along a curve bearing to the left with a radius of 1377.1 feet a distance of 370.3 feet; thence S. 37° E. 118.1 feet; thence S. 37° E. a distance of 99.4 feet to a point distant 33 feet from and on the opposite side of said center line; thence S. 37° W. a distance of 162.9 feet; thence along a curve bearing to the right with a radius of 1942.1 feet a distance of 359.9 feet; thence N. 88° 4' W. a distance of 43.4 feet to the place of beginning; containing seventy one and seven hundred and seventy seven (777) acres, more or less. The said party of the first part also hereby released and discharged the said party of the second part and its successors of and from any and all claims and demands arising out of the use and occupation of the above described premises for railroad purposes by the said party of the second part, and its successors.

With the covenants, conditions, and all the covenants, terms and conditions therein of the said party of the first part, and the said party of the second part, to hold the above granted premises, unto the said party of the second part, its heirs and assigns, forever.

And the said George H. Houty party of the first part does covenant with said party of the second part as follows: That the said party of the second part shall quietly enjoy the said premises, so long as the said George H. Houty party of the first part will forever warrant the title to said premises.

That the premises then conveyed in the quiet and peaceable possession of the said party of the second part, heirs and assigns, with forever WARRANTY AND DEFENSE against any person whomsoever lawfully claiming the same or any part thereof.

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

SEALED AND DELIVERED IN PRESENCE OF

Geo. H. Houty

STATE OF NEW YORK County of Cortland City of Cortland On this 17th day of October in the year one thousand nine hundred and four (1904) before me, the subscriber, personally appeared George H. Houty to me personally known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

State of New York, in Cortland County, to wit, in the office of Otis E. Parker, Clerk of said County, and of the Superior and County Courts thereof, which are to wit, of Cortland, the County Clerk, that J. W. Tompkins, before whom this affidavit was executed, was at the time of taking such proof or acknowledgment a Notary Public and was duly sworn to take the same.

And further that I am well acquainted with his handwriting and truly believe that his signature to the foregoing instrument is in accordance with the appearing to me of the State of New York for testimony whereof, I have hereunto set my hand and seal, this 17th day of October, 1904.

A true copy of the original. Recorded this 5th day of 1904, at 9 o'clock, A.M.

Notary Public

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

(SEAL) The Lehigh Valley Rail Way Company
By : J.A.Middleton, Vice-President.

Attest: D.G.Baird, Secretary.

(SEAL) Lehigh Valley Railroad Company,
By E.E.Loomis, President.

O.K. E.H.B.

Attest D.G.Baird, Secretary.

State of New York :

County of New York : ss. On the 24th day of October in the year 1917, before me personally came E.E.Loomis, to me known, who, being by me duly sworn, did depose and say that he resides in the Boro. of Mountain Hill and State of Pennsylvania; that he is the President of the Lehigh Valley Railroad Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(SEAL) Vincent P. Sennett, Notary Public, New York County
No.558. New York Register No.8449.

State of New York :

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

(SEAL) W.F.Schneider, Clerk.

State of New York :

County of New York : ss. On the 24th day of October, in the year 1917, before me personally came J. A. Middleton to me known, who, being by me duly sworn, did depose and say that he resided in the City and State of New York; that he is the Vice President of The Lehigh Valley Rail Way Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(SEAL)

Vincent P. Sennett, Notary Public, New York County, No. 553. New York Register No. 8449.

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



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

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

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

32

161 Mtges., Page 146

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

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

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

33

161 Mtgs., Page 170

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

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

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

203 Mtges., Page 460

34
Lehigh Valley Railroad Company : Supplemental Indenture dated June 30, 1949
to : Ack. June 30, 1949
Girard Trust Company as Trustee : Rec. August 1, 1949 at 9:00 A.M.

-----X

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

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

204 Mtges., Page 4

35
The Lehigh Valley Railway Company and Lehigh Valley Railroad Company : Supplemental Indenture dated June 30, 1949
to : Ack. June 30, 1949
Girard Trust Company, as Trustee : Rec. August 1, 1949 at 9:01 A.M.

-----X

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

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

36

The following is included for reference only (a)

86 Mtges., Page 44

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

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

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

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

SEE OVER FOR SATISFACTION

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

NOTE:

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

37

209 Mtges., pg. 77

Lehigh Valley Railroad Company

In Matter of

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

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

-X

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

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

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

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

JTE:

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

212 Mtges., pg. 107

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

-----X

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

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

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

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

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

36

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

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

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

PROJECT	DESCRIPTIONS AND MAPS	
	MAP NOS.	PARCEL NOS.
ITHACA-ETNA STATE HIGHWAY NO. TOMPKINS CO.	49	76,77,78

NOTICE OF APPROPRIATION

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

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

TAKE NOTICE that on the 28 day of July, 1961, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the 25 day of JUNE, 1962, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

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

SUPERINTENDENT OF PUBLIC WORKS
OF THE STATE OF NEW YORK

Dated: JUNE 25, 1962



By: _____
Director, Bureau of Rights of Way and Claims

P. G. HALLWIN

File # 342
#142

LIBER 440 PAGE 659

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

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

B. F. Tobey
Clerk

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

Parcel No. 19 - Beginning at a point on the northerly boundary of the existing Freeville-McLean highway at the intersection of the said boundary with the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the southeast, and the property of Kermit O. Marquis & Geraldine S. Marquis (reputed owners) on the northwest said point being 33± feet distant northerly, measured at right angles, from station 20+63± of the hereinafter described survey base line for the proposed construction of the Freeville-McLean, County Road No. 105; thence northeasterly along said division line 24± feet to a point 45 feet distant southerly, measured at right angles, from station 20+84± of said base line; thence N 74° -05' E -136± feet to a point on the division line between the property of Lehigh Valley Railroad Company (reputed owners) on the northwest and the property of Kermit O. Marquis & Geraldine S. Marquis (reputed owners) on the southeast, the last mentioned point being 50 feet distant northerly, measured at right angles, from station 22+19± of the said base line; thence southwesterly along said division line 34± feet to its intersection with the northerly boundary of said existing highway, the last mentioned point being 33± feet distant northerly, measured at right angles, from station 21+90± of said base line; thence westerly along the last mentioned boundary of said existing highway 128± feet to the point of beginning, being 0.043 acre, more or less.

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

Parcel No. 87 - Beginning at a point on the southeasterly boundary of the existing Freeville-McLean highway at the intersection of the said boundary with the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the southeast, and the property of Roger M. Smith & Wilma M. Jackson (reputed owners) on the northwest, said point being 36± feet distant southeasterly measured at right angles, from station 189+54± of the hereinafter described survey base line for the proposed construction of the Freeville-McLean, County Road No. 105; thence northeasterly along said division line 50± feet to a point 60 feet distant southeasterly, measured at right angles, from station 189+98± of said base line; thence S 31° -28' -28" W -136± feet to a point on the division line between the property of Lehigh Valley Railroad Company (reputed owner) on the northwest and the property of Frank A. Youmans & Alta C. Youmans (reputed owners) on the southeast, the last mentioned point being 60 feet distant southeasterly, measured at right angles, from station 188+62± of the said base line, thence southwesterly along said division line 41± feet to its intersection with the southeasterly boundary of said existing highway, the last mentioned point being 38± feet distant southeasterly, measured at right angles, from station 188+24± of said base line; thence northeasterly along the last mentioned boundary of said existing highway 127± feet to the point of beginning, being 0.071 acre, more or less.

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

LIBER 452 PAGE 618

The above mentioned survey base line is a portion of the survey base line for the construction of the Freeville-McLean County Road No. 105, as shown on Map on file in the office of the State Department of Public Works and described as follows: Beginning at Sta. 3+21; thence N 31° -27' -59" E -704 feet to Sta. 10+25; thence N 56° -17' -59" E -400 feet to Sta. 14+25; thence N 75° -22' -29" E -691 feet to Sta. 21+16; thence N 76° -28' -29" E -884 feet to Sta. 30+00; also beginning at Sta. 183+55; thence N 27° -31' -29" E -483 feet to Sta. 188+40; thence N 31° -28' -29" E -800 feet to Sta. 196+60. All bearings referred to true north.

(41)

LEHIGH VALLEY RAILROAD COMPANY — LICENSE FOR UNDERGRADE INSTALLATION

LICENSEE Village of Dryden, New York DATE Sept. 14, 1966

LOCATION M.P. 320.221, M.P. 320.799 and M.P. 320.923, L.S.N.Y. Branch, Dryden, New York

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

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

LEHIGH VALLEY RAILROAD COMPANY

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

FACILITIES

Table with columns: Symbol, Description, No., DUCT Outside, Conductors, Voltage, Present. Rows A, B, C describe sanitary sewer pipes.

CROSSINGS

Table with columns: Location, Symbol, Length, Depth Below Side of Rail, Description, Dimensions, Length, Rental. Rows describe steel pipe crossings at M.P. 320.221, 320.799, and 320.923.

LONGITUDINAL OCCUPATION

Table with columns: Symbol, From, To, Total Footage, Footage Charged for Above, Net Distance.

OTHER FACILITIES

Table with columns: Symbol, Description, Mts. Distance from Rail.

Fee for preparing papers \$50.00, Rental hereby \$12.00, Eriq rental None, Total rental \$12.00, Allowance None, No. 12.00

No. and date of plan: Village of Dryden, S-792, Sheet 38 dated 7-13-66, Sheet 24 dated 7-13-66, Sheet 2 dated 7-1-66. (V.M. 4023)

Village of Dryden

TERMS AND CONDITIONS

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

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

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

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

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

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

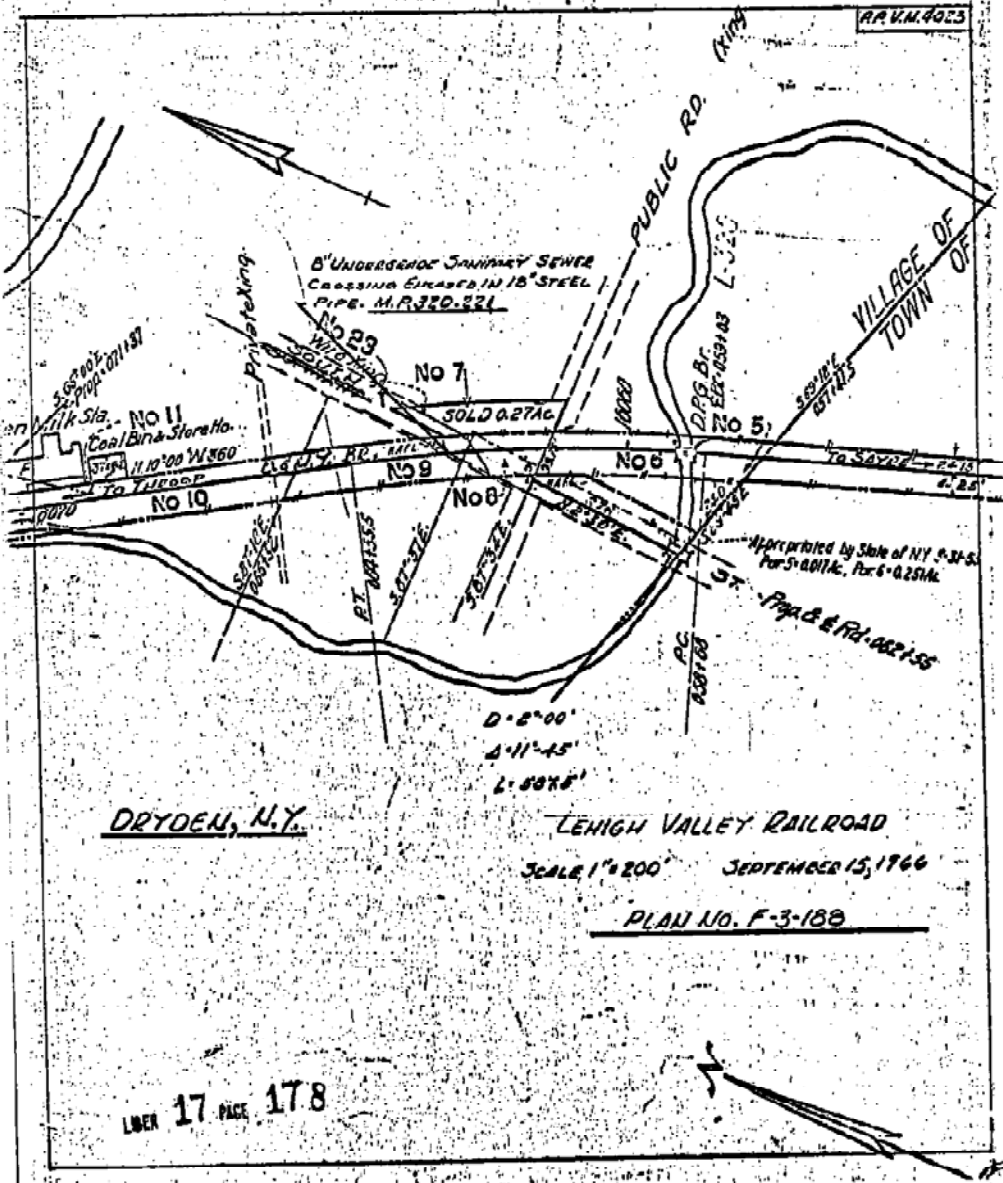
The Licensee shall compensate the Railroad for all damages it may sustain by reason of any loss of or injury to the property of the Railroad and shall release, indemnify and save harmless the Railroad from and against all damages, costs and expenses resulting from loss of life or property or injury to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

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

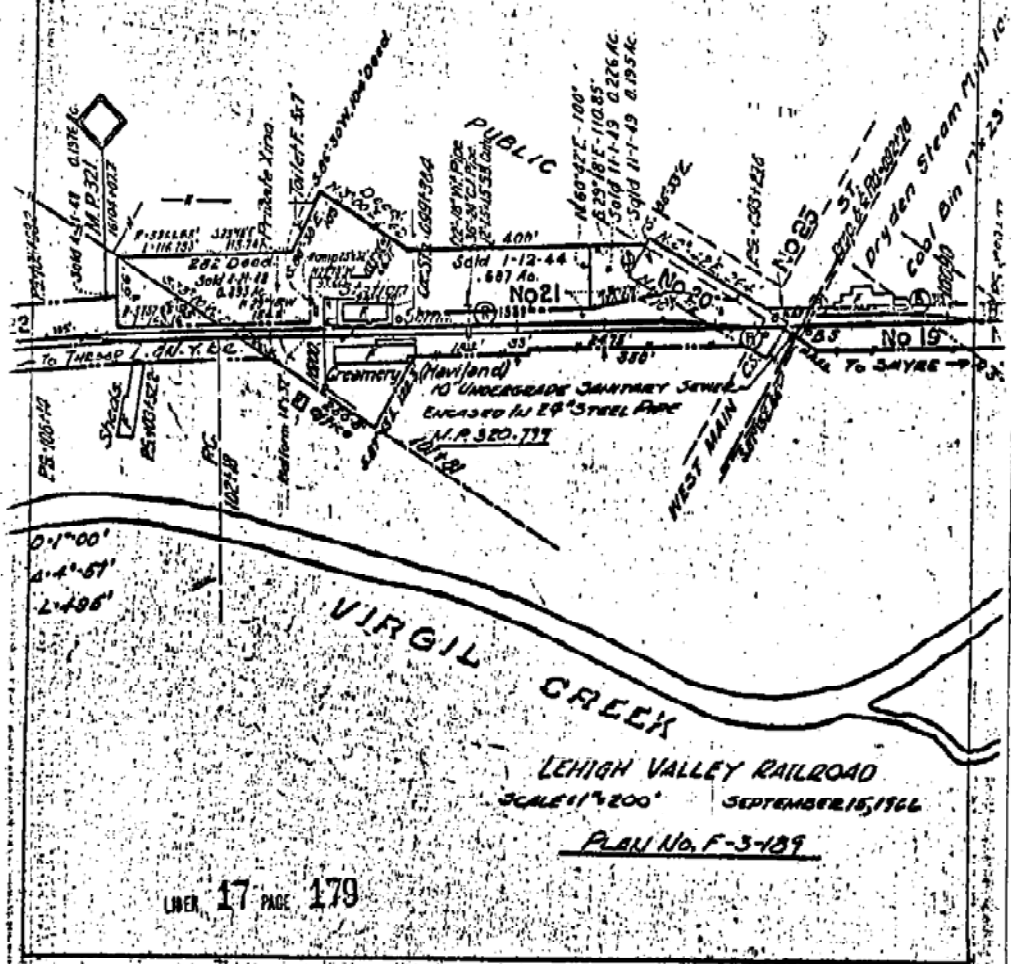
7. All prior licenses running from the Railroad or a predecessor to the Licensee or a predecessor, to the extent that the present license is intended to supersede the same, are hereby cancelled.

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

RA V.M. 4023

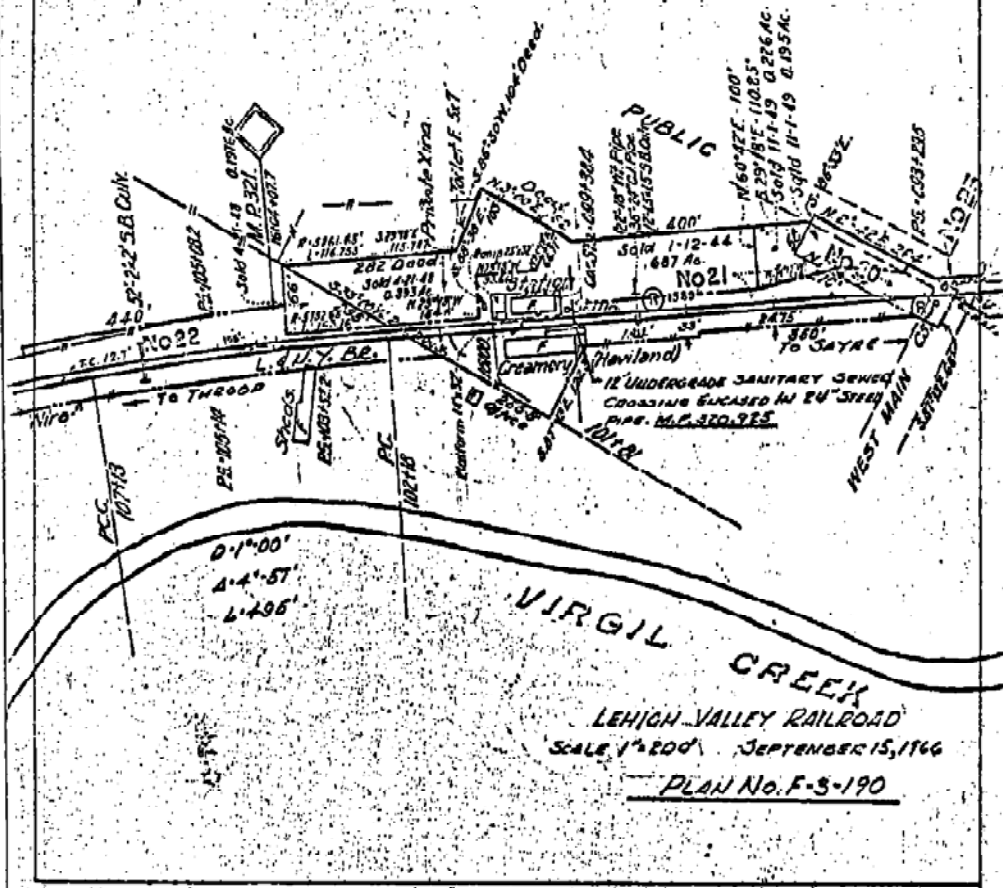


DRYDEN, N.Y.



RRV.M.1023

DRYDEN, N.Y.



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

Sally Robinson
 Clerk

42

14

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

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

ORDER NO. 2

ORDER APPOINTING TRUSTEES

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

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

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



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

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

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

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

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

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

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

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

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

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

Dated in Philadelphia, Pennsylvania, this 1st day of August, 1970.

[Handwritten signature]
J.

FILED

A TRUE COPY OF THIS ORDER TO BE KEPT ON THE RECORD
DATE: 11/2/70
ATTEST: *[Signature]*
CLERK OF COURT

Tompkins County, NY
Recorded on the 1st Day of December 1970 at
11:58 o'clock A.M. in Liber 23 of the
at Page 752 and assigned
[Signature] Clerk

43

14

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

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

FILED

AUG 11 1970

ORDER NO. 2

JOHN J. HARDING, Clerk
Dep. Clerk

ORDER APPOINTING TRUSTEES

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

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

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

[Handwritten mark]

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

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

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

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

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

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

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

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

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

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

Dated in Philadelphia, Pennsylvania, this 13th day of August, 1970.

FILED

AUG 11 1970

JOHN A. HANCOCK, Clerk
BY *[Signature]* Dep. Clerk

[Signature: J. Fullan]
J.
A TRUE COPY CERTIFIED TO FROM THE RECV
FILED
AUG 11 1970
DEPT. CLERK, UNITED STATES COURT
EASTERN DISTRICT OF PENNSYLVANIA

Tomkins County, NY
Recorded on the
1177 o'clock P. M. in Liber
of
1970
and Signed
Booker H. Hancock, Clerk

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99

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

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

ORDER NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

W/John P. Fullam

J.

Dated: February 11, 1971

FILED

TRUE COPY... TO FROM THE RECORD
[Handwritten signature]

Tompkins County
Recorded on the 11th day of Feb. 1971, in Liber 22 of 1971
at Page 758 and examined
[Handwritten signature] Clerk

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99

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

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

ORDER NO. 26

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

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

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

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

FILED

FEB 17 1971

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

X

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

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

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

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

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

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

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

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

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

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

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

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

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

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

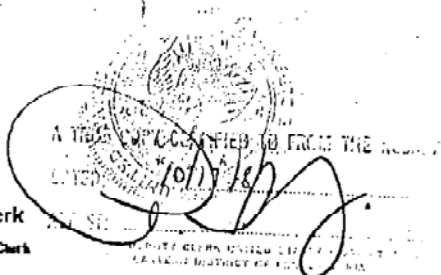
John P. Fullen

Dated: February 17, 1971

FILED

FEB 17 1971

ROBIN L. WARD, Clerk
 by *[Signature]* Dep. Clerk



Tompkins County, ss
 Recorded on this 19th day of April 1971 at
 11:27 o'clock AM in Liber
 and signed by *[Signature]* Clerk

Y

46

4774

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

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

MEMORANDUM AND ORDER NO. 139

Re: Deferral of Taxes

FULLAM, J. December 4, 1972

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

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

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

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

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

John P. Fullam
J.



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

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

ORDER NO. 139

AUTHORIZING THE TRUSTEES
TO DEFER PAYMENT OF CERTAIN TAXES

AND NOW, this 4th day of December, 1972, it is
ORDERED:

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

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

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

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

John P. Tillam
J.

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

John P. Tillam,
J.

FILED

COPIED TO FROM THE RECORD
11/28/73
John P. Tillam

Tompkins County, ss.
Recorded on the 23 Day of December 1973 at
11:55 o'clock P. M. in Liber 23 of Mac Rec.
at Page 759 and containing
Dwight Kimball Clerk