

38

TEMPORARY EASEMENT

THIS INDENTURE, made this 7th day of March, 1994, between Alton I. Reed, 212 Turkey Hill Road, Ithaca, New York 14850, party of the first part, and Town of Dryden, a municipal corporation having its Town Hall at 65 East Main Street, Dryden, New York 13053, party of the second part,

WITNESSETH: Party of the first part in consideration of the sum of One Dollar (\$1.00) lawful money of the United States paid by the party of the second part, receipt of which is hereby acknowledged, has granted and released unto the Town of Dryden, its successors and assigns a temporary easement to enter, re-enter, store, pile and remove materials or fill in connection with the construction and installation of the original improvements of the Turkey Hill Water District and Turkey Hill Sewer District together with the right of ingress and egress for such purposes and the right to trim and/or remove trees, shrubs or other obstructions in and over the property of the party of the second part situate in the Town of Dryden, County of Tompkins and State of New York more particularly shown and described according to a map dated 4/6/94 made by T.G. Miller, P.C. and entitled "Temporary Easement Map No. 4 Turkey Hill Water & Sewer Districts Town of Dryden, Tompkins Co., New York Over Lands of Alton I. Reed" which map is attached hereto, incorporated herein by reference and is to be recorded in the Tompkins County Clerk's Office along with this instrument. The easement area is indicated on said map by the legend, "PROPOSED 30' WIDE TEMPORARY ACCESS EASEMENT FOR CONSTRUCTION ONLY 2,550 SF +/-".

The party of the second part hereby agrees to restore the surface grade of the easement area to the same condition as it existed prior to entry thereon insofar as is reasonably possible following completion of construction and this easement shall automatically terminate upon the completion of construction and the restoration of the surface area of the easement as herein provided.

This grant is subject to any and all restrictions, reservations, easements, rights of way, and exceptions as contained in deeds to the party of the first part recorded in Liber 476 of Deeds at page 688 and in Liber 646 of Deeds at page 925 in the Tompkins County Clerk's Office.

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

Alton I. Reed
ALTON I. REED

| |
|--------------|
| RECEIVED |
| \$..... |
| REAL ESTATE |
| OCT. 14 1994 |
| TRANSFER TAX |
| TOMPKINS |
| COUNTY |

4020

STATE OF NEW YORK)
COUNTY OF TOMPKINS)ss:

On this 14th day of May, 1994, before me the subscriber, personally appeared ALTON I. REED, to me known and known to me to be the same person described in and who executed the within instrument, executed the same.

Susanne Lloyd
Notary Public

SUSANNE LLOYD
Notary Public, State of New York
No. 40370
Qualified in Tompkins County
Term Expires March 31, 1995

Tompkins County, ss.
Recorded on the 14th Day of October, 1994
2:33 o'clock M. in Liber 737 of D.S. 15
at page 12 and signed
Aurora R. Valenti
Clerk

39

Warranty Deed w/Lien Covenant

LIBER 899 PAGE 261

This Indenture

RECEIVED/FILED
01 MAR 26 PM 3:53
CLERK

Between,

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

party of the first part.

And

THE ALTON REED FAMILY LIMITED PARTNERSHIP, whose principal place of business is at 212 Turkey Hill Road, Ithaca, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of One and 00/100 Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, its heirs, successors and assigns forever,

PARCELA

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, Tompkins County, being a part of Lot 61 in the said Town, bounded and described as follows:

BEGINNING at the southeast corner of Lot 61;

THENCE running West a distance of 893.64 feet, more or less, to a stake and stones;

THENCE running North a distance of 2,438.7 feet, more or less, crossing the Stevenson Road, to a stake and stones;

THENCE running East a distance of 893.64 feet, more or less, to a point in the east line of Lot 61, also being the center line of Turkey Hill Road;

THENCE running South a distance of 2,428.70 feet, more or less, along the centerline of the Turkey Hill Road, passing the Stevenson Road, to the point or place of beginning.

BEING the same parcel conveyed to the Grantor in a Deed given by Alton I Reed and Helen A. Lewis dated July 20, 1960 and recorded in the Tompkins County Clerk's Office on July 28, 1968 in Liber 476 of Deeds at Page 668.

SUBJECT to an Agreement between Grantor and Cornell University dated June 14, 1989 and filed in the Tompkins County Clerk's Office in Book 33 of Misc. Records at Page 1015.

FURTHER SUBJECT to the rights of the public in, over and across those portions of the above-described premises which lie within the bounds of the public highway, and FURTHER SUBJECT to any easements of record.

PARCEL B

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dryden, Tompkins County, being a part of Lot 62 in the said Town, bounded and described as follows:

BEGINNING at a point in the center line of Turkey Hill Road which point is located 71.7 feet northeasterly along said center line from its intersection with the center line of Stevenson Road;

THENCE running South 85 degrees 20 minutes East a distance of 158.70 feet;

THENCE running North 6 degrees 56 minutes East a distance of 229.0 feet;

THENCE running North 88 degrees 20 minutes West a distance of 150.30 feet;

THENCE running South 8 degrees 33 minutes West a distance of 228.70 feet to the point or place of beginning.

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

The above described parcel is shown on a "Survey Map, Parcel to be conveyed by Cornell University to Alton I. Reed, Turkey Hill Road, Town of Dryden, Tompkins County, N.Y." dated

January 30, 1989 prepared by T.G. Miller Associates, a copy of which is filed in the Tompkins County Clerk's Office in Map Drawer L, Map 248.

LIBER 899 PAGE 262

BEING the same parcel conveyed to the Grantor in a deed to Alton I. Reed from Alton I. Reed and Helen A. Lewis dated July 26, 1988 and filed in the Tompkins County Clerk's Office in Liber 478 of Deeds at Page 688.

PARCEL C

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

BEGINNING at a point in the center line of Turkey Hill Road which point is South 8 degrees 33 minutes West a distance of 222.60 feet along said center line from its intersection of the center line of Stevenson Road;

THENCE running South 82 degrees 05 minutes East a distance of 1,115 feet to a pipe in an old fence and hedgerow, passing through pipes at 40 feet and 608.70 feet;

THENCE running North 8 degrees 56 minutes East a distance of 960.10 feet along an old fence and hedgerow to an iron pipe;

THENCE running North 82 degrees 05 minutes West a distance of 1,122 feet to the center line of Turkey Hill Road, passing through pipes at 644 feet and 1,082 feet;

THENCE running South 8 degrees 33 minutes West a distance of 439 feet along the center line of said Turkey Hill Road;

THENCE running South 86 degrees 20 minutes East a distance of 150.30 feet;

THENCE running South 6 degrees 59 minutes West a distance of 229 feet;

THENCE running North 85 degrees 20 minutes West a distance of 156.70 feet to the center line of Turkey Hill Road;

THENCE running South 8 degrees 33 minutes West a distance of 294.30 feet along the center line of Turkey Hill Road to the point or place of beginning.

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

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

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

(a) Dated August 21, 1929 and recorded in the Tompkins County Clerk's Office in Liber 218 of Deeds at Page 595;

(b) Dated September 26, 1929 and recorded in the Tompkins County Clerk's Office in Liber 222 of Deeds at Page 30;

(c) Dated October 20, 1939 and recorded in the Tompkins County Clerk's Office in Liber 254 of Deeds at Page 179;

(d) Dated November 27, 1939 and recorded in the Tompkins County Clerk's Office in Liber 254 of Deeds at Page 300; and

(e) Dated January 8, 1957 and recorded in the Tompkins County Clerk's Office in Liber 487 of Deeds at page 521.

3. A right-of-way granted to the New York Telephone Company by instrument dated May 15, 1902 and recorded in said Clerk's Office in Liber 440 of Deeds at Page 279.

4. A 20 foot right-of-way shown on a "Survey Map, Parcel to be conveyed by Cornell University to Alton I. Reed, Turkey Hill Road, Town of Dryden, Tompkins County, N.Y." dated January 30, 1989 prepared by T.G. Miller Associates, a copy of which is filed in the Tompkins County Clerk's Office in Map Drawer L, Map 248 as "Farm Lane" for purposes of ingress and egress to adjacent property of Cornell University for agricultural, educational, research and timbering purposes.

SUBJECT to its use by an Agreement between Grantor and Cornell University dated June 14, 1989 and filed in the Tompkins County Clerk's Office in Book 33 of Misc. Records at Page 1015.

The above described parcel is shown on a "Survey Map, Parcel to be conveyed by Cornell University to Alton I. Reed, Turkey Hill Road, Town of Dryden, Tompkins County, N.Y." dated January 30, 1989 prepared by T.G. Miller Associates, a copy of which is filed in the Tompkins County Clerk's Office in Map Drawer L, Map 248.

BEING the same premises described in a Bargain and Sale Deed to Alton I. Reed from Cornell University dated June 14, 1989 and recorded in the Tompkins County Clerk's Office in Liber 646 of Deeds at Page 025.

PARCELS A, B AND C are all subject to Agricultural Assessment Commitments as follows:

- (a) Dated February 28, 1991 and filed in the Tompkins County Clerk's Office in Liber 660 of Deeds at Page 598;
- (b) Dated January 29, 1992 and filed in the Tompkins County Clerk's Office in Liber 669 of Deeds at Page 22;
- (c) Dated January 27, 1993 and filed in the Tompkins County Clerk's Office in Liber 693 of Deeds at Page 16; and
- (d) Dated February 15, 1994 and filed in the Tompkins County Clerk's Office in Liber 719 of Deeds at Page 20.

AND FURTHER SUBJECT TO:

- (a) A Permanent Easement to the Town of Dryden dated May 9, 1994 and filed in the Tompkins County Clerk's Office in Liber 736 of Deeds at Page 323; and
- (b) A Temporary Easement to the Town of Dryden dated May 9, 1994 and filed in the Tompkins County Clerk's Office in Liber 737 of Deeds at Page 10.

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 heirs, successors and assigns forever.

And the party of the first part does covenants as follows:

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

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

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

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

In Presence of

Alton I. Reed
ALTON I. REED

RECEIVED
 \$ - 00
 L.S.
 MAR 26 2001
 REAL ESTATE
 TRANSFER TAX
 TOMPKINS COUNTY

State of New York }
County of Tompkins } ss:

On the 22nd day of March, 2001 before me, the undersigned, personally appeared ALTON I. REED personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Gar M. Burton
Notary Public

Tompkins County, ss:
 Recorded on the 26 Day
 of March 2001
 of Deeds M., in Liber 899
 at page 261
 and examined.
Doreen R. Valenti

GAR M. BURTON
 Notary Public, State of New York
 Qualified in Tompkins Co. No. 4982088
 My Commission Expires June 28, 2001



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 *

The
University of the
Education  State of New York
Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



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

Kathy A. Ahearn
Counsel and Deputy Commissioner
For Legal Affairs

41



Aurora R. Valenti
TOMPKINS COUNTY CLERK

515552-005

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

No. of Pages: 7
Delivered By: MASON DIXON
Receipt No. 515552
Return To: MASON DIXON
DATE: 09/27/2007
ENV
Time: 02:35 PM
Document Type: EASEMENT/LEASE
Parties To Transaction: REED TRUST

Deed Information

Mortgage Information

Consideration: \$0.00

Mortgage Amount

Transfer Tax: \$0.00

Basic Mtge. Tax:

RETT No: 00780

Special Mtge. Tax:

County Transfer Tax: \$0.00

Additional Mtge. Tax:

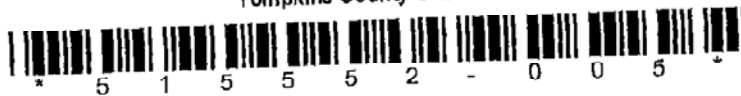
State of New York
Tompkins County Clerk

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk



PAID UP OIL AND GAS LEASE

This Lease made this 17th day of May, 2007, by and between The Alton Reed Family Limited Partnership, of 212 Turkey Hill Road, Ithaca, NY 14850 hereinafter called "Lessor" and Anshro Petroleum Company, LLC, 555 17th Street, Suite 2505, Denver, Colorado 80202, hereinafter called "Lessee".

WITNESSETH: That for and in consideration of One Dollar (\$1.00), paid in hand by Lessee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the premises, mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

1. LEASING CLAUSE. Lessor hereby grants, leases and lets exclusively to Lessee all the oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, "the Leasehold", together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the exclusive right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold and/or from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil, gas, and non-domestic water sources, free of cost; to operate, maintain, repair, and remove material and equipment.

2. DESCRIPTION. The Leasehold is located in the Town(s) of Dryden, in the County of Tompkins, in the State of New York, and described as follows:

Tax Map No(s): 57-1-7

and is bounded substantially by lands now or formerly owned as follows:

On the North by: Resler Living Trust, Edwin and Frances Resler;
On the East by: Cornell University;
On the South by: Cornell University;
On the West by: Cornell University;

and being lands conveyed to Lessor by deed or other Document, recorded in DB 899/261 of the records of said County and State, and described for the purposes of this agreement as containing a total of 70.98 acres, whether actually more or less, and including contiguous lands owned by Lessor.

3. LEASE TERM. This Lease shall remain in force for a primary term of five (5) years from May 17, 2007, (the "effective date") and for as long thereafter as prescribed payments are made, or for as long thereafter as operations are conducted on the Leasehold in search of or production of oil, gas, or their constituents, or for as long as a well capable of production is located on the Leasehold, or for as long as extended by provision herein. If after the primary term the last producing well on the Leasehold is plugged and abandoned, the Leasehold will remain under Lease for an additional period of one year from the date of plugging and abandonment, subject to the payment of delay rental.

4. EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease, and extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

5. PAYMENTS TO LESSOR. Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** If operations for drilling are not commenced on the Leasehold or lands pooled or unitized therewith, or any part hereof, within ninety days from the effective date, Lessee shall, to continue this Lease in full force and effect, make payment to Lessor a Delay Rental at the rate of Five Dollars (\$5.00) per net mineral acre per year, payments to be made annually or quarterly, at Lessee's option, until the commencement of a well. Delay Rental paid for time beyond the commencement date of Royalty payments shall be credited upon the Royalty payment. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.

(B) **ROYALTY:** To pay Lessor as Royalty, less all applicable taxes, assessments, and adjustments on production from the Leasehold, as follows:

- OIL: To deliver to the credit of Lessor, free of cost, a Royalty of the equal one-eighth part of all oil and any constituents thereof produced and marketed from the Leasehold.
- GAS: To pay Lessor an amount equal to one-eighth of the net proceeds realized by Lessee from the sale of all gas and the constituents thereof produced and marketed from the Leasehold. Lessee may withhold Royalty payment until such time as the total withheld exceeds twenty-five dollars (\$25.00).

(C) **DELAY IN MARKETING:** In the event that Lessee does not market producible gas, oil, or their constituents from the Leasehold, Lessee shall continue to pay Delay Rental until such time as marketing is established, and such payment shall maintain this Lease in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leasehold or lands pooled or unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the Delay Rental until such time as production is re-established and said payment shall maintain this Lease in full force and effect to the same extent as payment of Royalty. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or drill a new well on the Leasehold in

MAY 31, 2007 JAR, My 31, 2007 BND

an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold or lands pooled or unitized therewith is interrupted for a period of less than six months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **SUSPENSE / ESCROW:** Lessee shall be allowed to suspend and/or escrow royalty payments into an interest bearing account, pending the issuance of a Spacing Order by the appropriate Governmental Authority, or created by contract right, for any well drilled on the Leasehold or lands pooled or unitized therewith. This suspension and/or creation of an Escrow Account shall, for purposes of this Lease, be considered the Payment of Royalty.

(F) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(G) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address.

(H) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(I) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(J) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means.

(K) **NOTICE:** In the event Lessor considers that Lessee has not complied with any or all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, via certified United States mail, setting out specifically in what respects Lessor considers Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said Lease for any cause, and no such action shall be brought by Lessor until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any act by Lessee aimed to meet all or any of the alleged breaches shall be an admission or presumption that Lessee has failed to perform all its obligations hereunder. It is agreed that this Lease shall never be forfeited or cancelled for Lessee's failure to perform, in whole or in part, any of its implied covenants, conditions, or stipulations, including payment of any rentals and royalties due under this Lease, until it shall have been first finally judicially determined that such failure exists, by a final order of a court of competent jurisdiction and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

(L) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, seek additional consideration or register any complaint based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

6. UNITIZATION. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to Governmental Authorization or Order. Such units will not exceed 640 acres (or such other size as allowed by the appropriate Governmental Authority). Where Lessee forms a unit by contract right, it may, at its' sole option, place of record, a copy of its Declaration of Unitization. Lessor shall be provided with notice of the formation of unit(s) as may be required under the Unitization Requirements of the appropriate Governmental Authority. Whether unit(s) are formed by contract right or by appropriate Governmental Authority, for all purposes of this Lease, the Leasehold shall be deemed to be unitized effective with the spud date of any well for which any portion of the Leasehold is finally determined to be included in the Unit(s) therefore. Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the net proceeds realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold net acres included in the unit bears to the total number of acres in the unit; for such purposes, Lessee may, at its' option, definitively rely on the acreage calculations of the local property tax assessment authorities. Otherwise, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty or Delay Rental shall have the same effect upon the terms of this Lease as if a well were located on the Leasehold.

7. FREE GAS. Lessor reserves from one gas producing well located on the surface of the Leasehold and only for as long as commercial gas production exists from said well, two hundred fifty thousand (250,000) cubic feet of gas per year. Lessor permanently waives all rights to take physical possession of such reserved gas. Lessee agrees to pay once annually to Lessor, the cash value of such reserved gas at the average wellhead price received by Lessee, based upon seven eighths (7/8th) of gross proceeds received by Lessee for gas produced from the Leasehold or the Lessee's nearest gas production to the Leasehold, less taxes, gathering costs, dehydration costs, compression costs, transportation costs and/or any other costs whether necessary or incidental to the marketing of said gas. If Lessor conveys a portion of its interest in the leasehold, Lessor may convey this reserved gas (cash value) as part of such conveyance, but shall not subdivide such reserved gas (cash value).

8. FACILITIES. Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

9. TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor. If this lease covers a lesser interest in the oil and gas, and their constituents, granted herein in all or any part of the Leasehold than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein.

10. LEASE DEVELOPMENT. There is no covenant to develop the Leasehold within a certain time frame, and there shall be no forfeiture of the rights granted hereby based on any implied covenant to produce. Other provisions contained herein constitute full compensation for all of the rights and privileges herein granted.

11. FORCE MAJEURE. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is prevented by acts of God, federal, state, or local law, regulation, or decree (including, expressly, consent decrees), or any circumstance reasonably beyond the sole control of Lessee.

12. CONTINUING OPERATIONS. If, at the expiration of the primary term of this Lease, there is no production of oil, gas or condensate on the Leasehold or lands pooled or unitized therewith, but Lessee is engaged in operations for drilling, reworking, plugging back or deepening a well thereon, this Lease shall remain in force and its term shall continue for so long as such operations or additional drilling, reworking, plugging back or deepening are prosecuted with no cessation of more than ninety (90) consecutive days and if any such operations result in the production of oil, gas or condensate covered hereby, as long thereafter as there is production from the Leasehold or lands pooled or unitized therewith, or the term of this Lease is otherwise extended by any of the provisions herein.

13. CESSATION OF PRODUCTION. If, within the primary term of this Lease, or any extension thereof, production of oil, gas or condensate on the Leasehold or lands pooled or unitized therewith shall cease, this Lease shall continue in force, and the Lessee may commence operations for drilling, reworking, plugging back or deepening of a well or may in lieu thereof commence or resume the payment of Delay Rentals on or before the anniversary date of the Effective Date of this Lease next following the 120th day after such cessation of production. If, after the expiration of the primary term of this Lease, or any extension thereof, production of oil, gas or condensate on the Leasehold, or lands pooled or unitized herewith, should cease, this Lease shall not terminate, provided that Lessee commences operations for drilling, reworking, plugging back or deepening a well within ninety (90) days from such cessation, and this Lease shall remain in force during the prosecution of such operations, and for so long as such operations are prosecuted with no cessation of more than ninety (90) days, and, if production of oil, gas or condensate results from such operations, then this Lease shall remain in force and effect for so long as production continues or operations are being conducted as herein provided, or the term of this Lease is otherwise extended by any of the provisions herein.

14. PREFERENTIAL RIGHT TO RENEW. If, at any time during the primary term hereof, Lessor receives an acceptable, bona fide third-party offer to lease the Leasehold, in whole or part, Lessor shall promptly provide the Lessee, in writing, of all of the verifiable particulars of such offer. Lessee shall have thirty (30) days from the receipt thereof to advise Lessor, in writing, of its agreement to match said third-party offer as to all terms and consideration; immediately thereafter, Lessor and Lessee shall take all cooperative steps necessary to effectuate the consummation of said transaction and the survival of said transaction through any statutorily mandated right of cancellation thereof. Any lease or option to lease the Leasehold, in whole or part, granted by Lessor in contravention of the purposes of this paragraph shall be deemed null and void.

15. ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to execute or modify this Lease.

16. SURRENDER. Lessee may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease, and if a partial surrender, the Delay Rental provided in the PAYMENTS clause shall be reduced in proportion to the acreage surrendered.

17. SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

See Addendum attached hereto and by this reference made a part hereof.

IF THIS LEASE BECOMES FORFEITED, TERMINATED OR EXPIRES, THE LESSEE, OR IF THE LEASE HAS BEEN ASSIGNED, THE ASSIGNEE, IS REQUIRED TO PROVIDE A DOCUMENT CANCELING THE LEASE AS OF RECORD, AT NO COST TO THE CURRENT LAND OWNER. IF THE LESSEE OR ASSIGNEE FAILS TO CANCEL THE LEASE, THE CURRENT LANDOWNER MAY COMPEL A CANCELLATION PURSUANT TO SECTION 15-304 OF THE GENERAL OBLIGATIONS LAW.

NOTICE TO LESSOR:

THIS IS A LEASE OF OIL AND GAS RIGHTS, NOT A SALE, CONTAINING TERMS THAT MAY BE NEGOTIATED BY YOU. YOU HAVE THE RIGHT TO CANCEL THIS LEASE WITHIN THREE BUSINESS DAYS AFTER EXECUTION OF THE LEASE BY NOTIFYING THE LESSEE THAT YOU HAVE CANCELED THIS CONTRACT. IN ORDER TO CANCEL THIS LEASE, YOU MUST EXECUTE A NOTICE OF CANCELLATION IN THE FORM PROVIDED BELOW, MAIL IT TO THE LESSEE AND REFUND ALL AMOUNTS PAID TO YOU BY THE LESSEE WITHIN THE THREE-DAY CANCELLATION PERIOD. THE MAILING MUST BE POSTMARKED WITHIN THE THREE-DAY CANCELLATION PERIOD TO BE EFFECTIVE.

NOTICE OF CANCELLATION

_____, I/WE HEREBY CANCEL THIS LEASE.

DATED: _____

SIGNATURE(S): _____

THE PERSON PRESENTING THIS LEASE TO YOU IS (X) NOT () A MEMBER OF NORTHERN APPALACHIAN LANDMAN'S ASSOCIATION AND THEREFORE IS (X) IS NOT () SUBJECT TO A CODE OF CONDUCT. IF THE PERSON PRESENTING THIS LEASE TO YOU IS SUBJECT TO A CODE OF CONDUCT, A COPY OF THE CODE OF CONDUCT MUST BE PRESENTED TO YOU WITH THIS LEASE. IF APPLICABLE, THE CODE OF CONDUCT PROVIDES A DISPUTE RESOLUTION MECHANISM FOR ANY DISPUTE THAT YOU MAY HAVE REGARDING THE MANNER BY WHICH THIS LEASE WAS PRESENTED TO YOU. IF YOU HAVE ANY SUCH DISPUTE, YOU MAY INVOKE THE DISPUTE RESOLUTION MECHANISM OF THE CODE OF CONDUCT BY CONTACTING THE PERSON OR PERSONS DESIGNATED IN THE CODE OF CONDUCT. THE FAILURE OF THE LESSEE TO PAY ANY ROYALTIES TO YOU AS REQUIRED UNDER THE TERMS OF THE LEASE FOR A PERIOD OF FOUR CONSECUTIVE MONTHS OR MORE SHALL BE A DEFAULT UNLESS OTHERWISE PROVIDED BY LAW, AND WILL RESULT IN CANCELLATION OF THE LEASE APPLICABLE TO THE TARGET FORMATION OF THE WELL WITHIN THE SPACING UNIT, FOLLOWING WRITTEN NOTIFICATION TO THE LESSEE OF YOUR INTENT TO CANCEL AND SIXTY DAYS FOR THE LESSEE TO CURE THE DEFAULT. IF THE LESSEE HAS A BONA FIDE DISPUTE REGARDING THE GROUNDS FOR CANCELLATION, SUCH DISPUTE AND THE REASONS THEREFOR MUST BE PROVIDED TO YOU IN WRITING OR THE DEFAULT MUST BE CURED WITHIN SUCH SIXTY DAY PERIOD, OTHERWISE THE LEASE SHALL BE CANCELLED.

IN WITNESS WHEREOF, and intending to be legally bound, Lessor hereunto sets hand and seal.

WITNESS:

LESSOR:
THE ALTON REED FAMILY LIMITED PARTNERSHIP

Brian Durling

x *Alton L. Reed*

Alton L. Reed a/k/a Alton Ivan Reed, General Partner
x *James A. Reed*

James A. Reed, General Partner

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

State of New York:

County of Tompkins:

On May 29, 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Dalaney, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Superior Colorado; that he/she/they know(s) Alton L. Reed a/k/a Alton Ivan Reed and James A. Reed acting as General Partners of the Alton Reed Family Limited Partnership, to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Alton L. Reed a/k/a Alton Ivan Reed and James A. Reed acting as General Partners of the Alton Reed Family Limited Partnership, execute the same; and that said witness at the same time subscribed his/her/their names(s) as a witness thereto.

My commission expires 3-30-2010
Signature / Notary Public Jeannette Petrella
Name / Notary Public (print) Jeannette Y. Petrella

FANNE Y. PETRELLA
Notary Public, State of New York
Qualified in Tompkins County
Commission Expires 03-30-2010

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

State of New York:

County of _____

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that he/she/they know(s) _____, to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____, execute the same; and that said witness at the same time subscribed his/her/their names(s) as a witness thereto.

My commission expires _____
Signature / Notary Public _____
Name / Notary Public (print) _____

When recorded return to: Ansbro Petroleum Company, LLC, 555 17th Street, Suite 2505, Denver, Colorado 80202

Acknowledgement Page to an Oil and Gas Lease dated the 17th day of May, 2007 between The Alton Reed Family Limited Partnership, and Ansbro Petroleum Company, LLC.

ADDENDUM

Attached to and made part of a PAID UP OIL AND GAS LEASE
dated May 17th, 2007

by and between **The Alton Reed Family Limited Partnership, a Partnership**
and
Ausbro Petroleum Company, L.L.C.

In the event of a conflict between a provision contained in this Addendum and a provision contained in the Lease, the provision contained in this Addendum prevails.

In addition to provisions previously set forth in the attached Oil and Gas Lease, it is hereby agreed that:

1. In the event that Lessee's surface operations on the lease premises directly result in a conclusive determination that Lessor has suffered additional tax liabilities under the NYS Forest Tax Law, Lessee shall promptly and fully reimburse Lessor that amount of such additional tax liability attributable to that portion of the leased premises that is used for a drill site(s) for an oil/gas well.
2. Lessor reserves the right to approve the location of all well site(s), access road(s), pipeline(s), and related appurtenance(s) constructed or installed on said land. Lessor shall not unreasonably withhold said approval.
3. Lessee shall pay and be responsible for all surface damages caused or applicable to the Lessee's operation on the Leasehold, including but not limited to, crop and timber damages.
4. The surface of any portion of the Leasehold utilized by Lessee in conducting operations under the Lease shall be restored, as nearly as is reasonably possible, to the contours which existed prior to the commencement of such operations and in accordance with good oilfield practices and relevant laws.
5. Any pipelines constructed pursuant to the terms of this Lease shall be for transporting oil and/or gas from a well(s) drilled on the leased premises or lands pooled/unitized therewith.
6. Lessee shall test Lessor's domestic water supply prior to commencement of, and following, drilling operations on said land in order to ensure that said water supply is not adversely affected by said operations. In the event it is determined that said operations have adversely affected said water supply, then Lessee, at its own expense, shall use its best efforts to return said water supply to pre drilling conditions.
7. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to One Hundred Dollars (\$100.00) per net mineral acre. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

This addendum shall not affect the terms and conditions set forth in the attached Oil and Gas Lease in any manner except as set forth herein.

Signed for the purposes of identification:

X Alton Ivan Reed
Alton I. Reed a/k/a Alton Ivan Reed, General Partner

X James A. Reed
James A. Reed, General Partner

42



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
521605-001*

No. of Pages: 29
 Delivered By: THE ANSCHUTZ CORP

Receipt No. 521605
 Return To: ANSCHUTZ CORP
 ENV

DATE: 02/12/2008

Time: 02:05 PM

Document Type: EASEMENT/LEASE

Parties To Transaction: ANSBRO / RED WILLOW N.Y.

Deed Information

Consideration: \$0.00

Transfer Tax: \$0.00

REIT No: 02018

County Transfer Tax: \$0.00

State of New York
Tompkins County Clerk

Mortgage Information

Mortgage Amount

Basic Mtge. Tax:

Special Mtge. Tax:

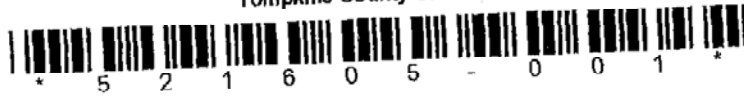
Additional Mtge. Tax:

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk



ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE(S)

In consideration of \$10.00 and other valuable consideration, the receipt of which is acknowledged, Ansbro Petroleum Company, LLC, 555 Seventeenth Street, Suite 2505, Denver, CO 80202-3987, hereinafter referred to as "Assignor", does hereby sell, assign, transfer and convey to Red Willow New York, LLC, P.O. Box 369, Ignacio, CO 81137, hereinafter called "Assignee", without covenants of warranty, express or implied, except that Assignor warrants its title by, through or under Assignor, an undivided forty percent (40%) of its right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto "the Leases", insofar as said Leases affect the lands described on Exhibit "A" (with all rights incident to said interest and personal property appurtenant thereto or obtained in connection therewith).

This conveyance is specifically made subject to all previously reserved and/or conveyed overriding royalties and the landowners royalties set forth in the leases described on Exhibit "A" attached hereto and the reservation by Assignor of an additional overriding royalty interest equal to three percent (3%) of 8/8ths, reduced proportionately to the interest herein assigned. The overriding royalty reserved shall be applicable to all extensions and renewals; and is subject to its proportionate share of costs for transportation and taxes and shall not apply to hydrocarbons unavoidably lost, or used for operation, development or production purposes including without limitation, repressuring or recycling operations or pressure maintenance.

In the event either Party desires to surrender said Leases as to all or any part of the acreage covered hereby, said Party agrees to notify the other by certified mail, at least sixty (60) days in advance of the anniversary date specified in such Leases to be surrendered and each Party receiving notice shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of each such Leases as to the portion thereof to be relinquished. Should each Party receiving notice hereunder elect to receive such a reassignment, same shall be delivered by the assigning Party, without additional burdens, prior to the anniversary date specified in the Leases.

This conveyance is made subject to the terms and conditions of those certain Acquisition and Exploration Agreements dated February 15, 2006 and September 1, 2006, by and between Assignor and Assignee.

The interest herein assigned is based upon the assumption that the Leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the interest as to such Leases and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the interest herein assigned shall be proportionately reduced. If the Leases described on Exhibit "A" attached hereto cover less than the entire and undivided fee simple estate therein, then and in such event the interest herein assigned shall be proportionately reduced.

By accepting this assignment, Assignee agrees to comply with all the terms, provisions and obligations of the Leases herein assigned.

DATED THIS 19th DAY OF November, 2007.

Ansbro Petroleum Company LLC

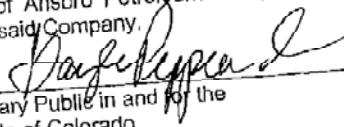


Name: Pamela S. Kalstrom

Title: Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on the 19th day of November, 2007, by Pamela S. Kalstrom, Assistant Vice President of Ansbro Petroleum Company, LLC, a Colorado Limited Liability Company, on behalf of said Company.


Notary Public in and for the
State of Colorado

My commission expires:

June 1, 2011

Exhibit 'A'
 Attached to and made apart of that certain Assignment of Interest in Oil and Gas Lease(s)
 By and Between Ansbro Petroleum Company, LLC, as Assignor and Red Willow New York, LLC, as Assignee

| Lease No. | Lessor | Lessee | Lease Date | Legal Description | County | Recording |
|-------------|---------------------------------------------|------------------------------|------------|--------------------------------------|----------|------------|
| 29330417-00 | CYNTHIA MARQUIS | ANSBRO PETROLEUM COMPANY LLC | 3/31/2007 | TAX MAP NO: 44-1-3.44 TOWN: DRYDEN | TOMPKINS | 512154-004 |
| 29330418-00 | HENRY YOLMAN AND CYNTHIA YOLMAN | ANSBRO PETROLEUM COMPANY LLC | 3/31/2007 | TAX MAP NO: 44-1-3.5 TOWN: DRYDEN | TOMPKINS | 512154-005 |
| 29330420-00 | BERTHA LAMOTTE, BY A/E KIM LEE LAMOTTE | ANSBRO PETROLEUM COMPANY LLC | 4/5/2007 | TAX MAP NO: 27-1-25 TOWN: DRYDEN | TOMPKINS | 512794-007 |
| 29330421-00 | BERTHA LAMOTTE, BY A/E KIM LEE LAMOTTE | ANSBRO PETROLEUM COMPANY LLC | 4/5/2007 | TAX MAP NO: 24-1-4 TOWN: DRYDEN | TOMPKINS | 515495-003 |
| 29330422-00 | ALBERT M. COOPER & CHRISTINE L. COOPER | ANSBRO PETROLEUM COMPANY LLC | 4/26/2007 | TAX MAP NO: 22-1-16.2 TOWN: DRYDEN | TOMPKINS | 515498-002 |
| 29330423-00 | CHARLES V. AND BARBARA J. HAIFIELD | ANSBRO PETROLEUM COMPANY LLC | 4/26/2007 | TAX MAP NO: 36-1-1.22 TOWN: DRYDEN | TOMPKINS | 515496-001 |
| 29330424-00 | CHARLES V. AND BARBARA J. HAIFIELD | ANSBRO PETROLEUM COMPANY LLC | 4/26/2007 | TAX MAP NO: 24-1-9 TOWN: DRYDEN | TOMPKINS | 515499-001 |
| 29330425-00 | KERRIT O. MARQUIS & GERALDINE S. MARQUIS | ANSBRO PETROLEUM COMPANY LLC | 4/27/2007 | TAX MAP NO: 27-1-1.12 TOWN: DRYDEN | TOMPKINS | 515499-002 |
| 29330426-00 | KERRIT O. MARQUIS & GERALDINE S. MARQUIS | ANSBRO PETROLEUM COMPANY LLC | 4/27/2007 | TAX MAP NO: 28-1-33 TOWN: DRYDEN | TOMPKINS | 515499-003 |
| 29330427-00 | VINCENT W. BRUNO AND LINDA L. BRUNO | ANSBRO PETROLEUM COMPANY LLC | 5/3/2007 | TAX MAP NO: 48-1-73.2 TOWN: DRYDEN | TOMPKINS | 515499-004 |
| 29330428-00 | VINCENT W. BRUNO AND LINDA L. BRUNO | ANSBRO PETROLEUM COMPANY LLC | 5/3/2007 | TAX MAP NO: 48-1-77.41 TOWN: DRYDEN | TOMPKINS | 515496-007 |
| 29330429-00 | MARK G. ANDERSEN AND RANONA J. ANDERSEN | ANSBRO PETROLEUM COMPANY LLC | 5/4/2007 | TAX MAP NO: 34-3-4 TOWN: DRYDEN | TOMPKINS | 515496-008 |
| 29330430-00 | LLOYD L. KIMMICH AND DIANE E. KIMMICH | ANSBRO PETROLEUM COMPANY LLC | 5/9/2007 | TAX MAP NO: 61-1-16 TOWN: DRYDEN | TOMPKINS | 515496-009 |
| 29330431-00 | BERNARD CORNELIUS AND SANDRA CORNELIUS | ANSBRO PETROLEUM COMPANY LLC | 5/8/2007 | TAX MAP NO: 39-1-12.13 TOWN: DRYDEN | TOMPKINS | 515545-002 |
| 29330432-00 | LLOYD L. KIMMICH AND DIANE E. KIMMICH | ANSBRO PETROLEUM COMPANY LLC | 5/9/2007 | TAX MAP NO: 62-1-13.1 TOWN: DRYDEN | TOMPKINS | 515496-010 |
| 29330433-00 | LLOYD L. KIMMICH AND DIANE E. KIMMICH | ANSBRO PETROLEUM COMPANY LLC | 5/9/2007 | TAX MAP NO: 49-1-2.52 TOWN: DRYDEN | TOMPKINS | 515552-006 |
| 29330434-00 | LARRY HATHAWAY AND LAURA L. HATHAWAY | ANSBRO PETROLEUM COMPANY LLC | 5/19/2007 | TAX MAP NO: 25-1-44.24 TOWN: DRYDEN | TOMPKINS | 515552-010 |
| 29330435-00 | LARRY HATHAWAY AND LAURA L. HATHAWAY | ANSBRO PETROLEUM COMPANY LLC | 5/19/2007 | TAX MAP NO: 25-1-44.3 TOWN: DRYDEN | TOMPKINS | 515552-008 |
| 29330436-00 | ELIZABETH M. RIPLEY | ANSBRO PETROLEUM COMPANY LLC | 5/19/2007 | TAX MAP NO: 28-1-17 TOWN: DRYDEN | TOMPKINS | 515552-007 |
| 29330437-00 | BRADLEY T. COTTEHILL AND KATHERYN COTTEHILL | ANSBRO PETROLEUM COMPANY LLC | 5/24/2007 | TAX MAP NO: 25-1-45.1 TOWN: DRYDEN | TOMPKINS | 515552-005 |
| 29330438-00 | THE ALTON REED FAMILY LIMITED PARTNERSHIP | ANSBRO PETROLEUM COMPANY LLC | 5/17/2007 | TAX MAP NO: 24-1-2.2 TOWN: DRYDEN | TOMPKINS | 515552-004 |
| 29330439-00 | FLOYD E. MORTER, JR AND ELLA G. MORTER | ANSBRO PETROLEUM COMPANY LLC | 5/21/2007 | TAX MAP NO: 62-1-6.31 TOWN: DRYDEN | TOMPKINS | 515552-003 |
| 29330440-00 | LAWRENCE MARTIN KECH | ANSBRO PETROLEUM COMPANY LLC | 5/23/2007 | TAX MAP NO: 60-1-13.11 TOWN: DRYDEN | TOMPKINS | 530892-003 |
| 29330701-00 | THOMAS A. AND JUDITH L. SCHLEPPENBACH | ANSBRO PETROLEUM COMPANY LLC | 4/14/2007 | TAX MAP NO: 40-1-25.6 TOWN: DRYDEN | TOMPKINS | 530892-004 |
| 29330702-00 | JOHN G. BASL AND MARY W. BASL | ANSBRO PETROLEUM COMPANY LLC | 4/14/2007 | TAX MAP NO: 60-1-19.21 TOWN: DRYDEN | TOMPKINS | 530892-005 |
| 29330703-00 | ELIZABETH BARTON LAGGREN | ANSBRO PETROLEUM COMPANY LLC | 4/18/2007 | TAX MAP NO: 60-1-1.1 TOWN: DRYDEN | TOMPKINS | 530892-006 |
| 29330704-00 | LYNN ANN GRIFFEN | ANSBRO PETROLEUM COMPANY LLC | 3/15/2007 | TAX MAP NO: 60-1-5.1 TOWN: DRYDEN | TOMPKINS | 530892-007 |
| 29330706-00 | THEODORE M. PETKOV AND MARILYN S. PETKOV | ANSBRO PETROLEUM COMPANY LLC | 4/20/2007 | TAX MAP NO: 75-1-24.114 TOWN: DRYDEN | TOMPKINS | 530892-008 |
| 29330707-00 | STEPHEN M. LAMDAJ | ANSBRO PETROLEUM COMPANY LLC | 4/21/2007 | TAX MAP NO: 64-1-3 TOWN: DRYDEN | TOMPKINS | 530892-009 |
| 29330708-00 | SEAN CARTER | ANSBRO PETROLEUM COMPANY LLC | 4/20/2007 | TAX MAP NO: 63-1-15 TOWN: DRYDEN | TOMPKINS | 530892-007 |
| 29330709-00 | FREDERICK SCHUTT | ANSBRO PETROLEUM COMPANY LLC | 4/18/2007 | TAX MAP NO: 64-1-24.21 TOWN: DRYDEN | TOMPKINS | 530892-008 |
| 29330710-00 | FREDERICK W. HOWE AND PATRICIA R. HOWE | ANSBRO PETROLEUM COMPANY LLC | 4/18/2007 | TAX MAP NO: 24-1-14.2 TOWN: DRYDEN | TOMPKINS | 530892-009 |
| 29330711-00 | ALEXEY OSIPOV | ANSBRO PETROLEUM COMPANY LLC | 4/21/2007 | TAX MAP NO: 40-1-12.7 TOWN: DRYDEN | TOMPKINS | 530892-010 |

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) 274-5431
Fax: (607) 274-5445

Instrument Number
560734-002

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

Receipt No. 560734

Date: 06/23/2010

Time: 04:27 PM

Document Type: MISC RECORDS

Parties
To Transaction: CORNELL UNIVERSITY

Town/City:

Delivered By:
HARRIS BEACH LLP

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

Deed Information

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No

State of New York
Tompkins County Clerk

Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education Department



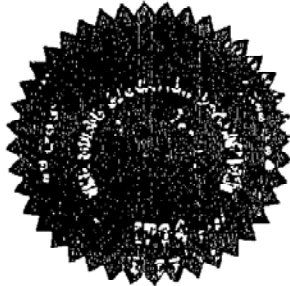
STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Erin M. O'Grady-Parent, Acting 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 12th day of April, 2010.



Erin M. O'Grady-Parent

Erin M. O'Grady-Parent
Acting Counsel and Deputy Commissioner
For Legal Affairs



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
561956-001

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

Receipt No. 561956

Date: 07/19/2010

Time: 03:42 PM

Document Type: MISC RECORDS

Parties
To Transaction: USDA

Town/City:

Delivered By:
CORNELL COUNSEL

Return To:
CORNELL COUNSEL

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:

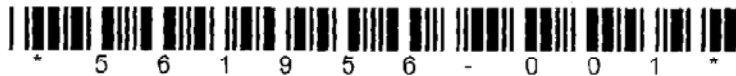
Mortgage Serial No.:

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.





General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222



April 13, 1998

Ms. Lucille Avery
Real Estate Department
Cornell University
15 Thornwood Drive
Ithaca, New York 14850

Subject: USDA Research Facility
Ithaca, New York
GSA Control Number: 1-A-NY-829

Dear Ms. Avery:

Pursuant to our conversations, in accordance with the Federal Property Management Regulations, Subpart 101.47.5 Abandonment, Destruction or Donation to Public Bodies, the property known as the USDA Research Facility, Ithaca, New York is hereby abandoned. The property consists of six structures, a driveway, well and aboveground water tank.

Therefore, Cornell University is authorized to enter and take possession of all structures as of this date. The United States Government has no further use, responsibility or liability for the property.

Should you have any questions, please contact me at 617-565-5705.

Sincerely,

LISA MASCIARELLI-DE VITO
Real Estate Specialist
Lisa.Masciarelli-DeVito@gsa.gov

46



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
561956-002

No. of Pages 2
(including this cover page)
Receipt No. 561956

Delivered By:
CORNELL COUNSEL

Return To:
CORNELL COUNSEL

Date: 07/19/2010

Time: 03:42 PM

Document Type: MISC RECORDS

Parties
To Transaction: USDA

Town/City:

Deed Information

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount:

State Transfer Tax:

Basic Mortgage Tax:

County Transfer Tax:

Special Mortgage Tax:

RETT No

Additional Mortgage Tax:

Local Mortgage Tax:

State of New York
Tompkins County Clerk

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.





United States
Department of
Agriculture

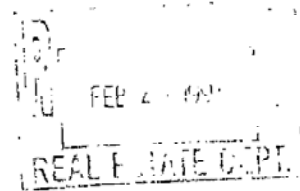
Agricultural
Research
Service

Administrative
and Financial
Management

Greenbelt, MD
20770-1433

February 19, 1997

Mr. Thomas P. LiVigne
Manager of Real Estate Operations
Cornell University
53 Brown Road
Ithaca, New York 14850



Dear Mr. LiVigne:

This is official notification that the Department of Agriculture, Agricultural Research Service (ARS), Fur Animal Facilities, located in Ithaca, New York, is terminating long-term lease #57-43YK-6-L04 (enclosed) that we have with Cornell University.

The lease is for 2.15 acres of land effective June 30, 1991, and terminating July 1, 1997. ARS will not request an extension of the current lease for the next four consecutive 5-year periods. This lease will terminate when the current lease expires on July 1, 1997.

The Fur Animal Research program is no longer in need of this location for research activities. ARS appreciates the long-term support Cornell University has provided through the long-term lease for use of the 2.15 acres of land and the cooperative research between ARS and the University. ARS does not have the authority to transfer buildings or land to non-Government agencies. In accordance with Federal Property Management Regulations, ARS will submit a request to the General Services Administration to have those buildings at this site donated to Cornell University.

If you have any questions or if further assistance is needed, please contact Katherine M. Fisher, Realty Specialist, Real Property Management Branch, Facilities Division, on 301-344-0207.

Sincerely,

EDWARD T. REILLY
Chief
Real Property Management Branch
Facilities Division

Enclosure

cc.
J. Crew, NAA
A. Jordan, NAA

47



Aurora R. Valenti
TOMPKINS COUNTY CLERK

Instrument Number
564836-002

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

No of Pages. 22
(including the cover page)

Receipt No. 564836

Date: 09/20/2010

Time 03:07 PM

Document Type. EASEMENT/LEASE

Parties
To Transaction: ANSCHUTZ

Town/City.

Delivered By:

ANSCHUTZ EXPLORATION CORP

Return To:

ANSCHUTZ EXPLORATION CORP

Deed Information

Taxable Consideration: \$0.00

State Transfer Tax: \$0.00

County Transfer Tax: \$0.00

RETT No 04571

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.



ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Exploration Corporation, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Exploration Corporation on behalf of Ansbro
Petroleum Company LLC Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
An undivided 1.0% of 8/8ths

William J. Miller and Nancy Miller, as Joint
Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
An undivided .30 of 1% of 8/8ths

Pamela S. Kalstrom & Todd R. Kalstrom as Co-
Trustees of the Pamela S. Kalstrom Trust & Todd
R. Kalstrom Trust, as Tenants in Common
6732 W Princeton Place
Denver, CO 80235
An undivided .30 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek, as Joint
Tenants with Right of Survivorship
2880 S Newcombe Way
Lakewood, CO 80227
An undivided .15 of 1% of 8/8ths

James P. Ourstrand and Susan P. Ourstrand, as Joint
Tenants with Right of Survivorship
6976 Orchard Court
Arvada, CO 80007
An undivided .15 of 1% of 8/8ths

Daniel W. Bean & Company
11908 S. Fuxton Road
Conifer, CO 80433
An undivided .30 of 1% of 8/8ths

Hal B. Koerner, Jr. & Diane Lynn Koerner, as Co-
Trustees of the Hal B. Koerner, Jr. Trust & Diane
Lynn Koerner Trust, as Tenants in Common
6811 Hillridge Place
Parker, CO 80134
An undivided .30 of 1% of 8/8ths

Marguerite K. Timbel & Ned R. Timbel, as
Tenants in Common
8500 West Mansfield Avenue, #19 Denver,
CO 80235
An undivided .30 of 1% of 8/8ths

Eric Root and Jacqueline S. Root, as Joint Tenants
with Right of Survivorship
3943 S. Newport Way
Denver, CO 80237
An undivided .15 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
An undivided .05 of 1% of 8/8ths

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling, developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under said leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties rather than rentals, Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated,

computed, paid and/or delivered to the Assignee in the same manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple mineral estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced. The overriding royalty interest assigned herein shall not be proportionately reduced in the event that Assignor owns less than 100% of the working interest under the oil and gas leases described on Exhibit "A".

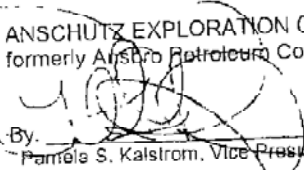
D. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives

E. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto

This instrument is executed this 21st day of June, 2009, but effective as to each respective leases date set forth on the attached Exhibit "A".

ANSCHUTZ EXPLORATION CORPORATION,
formerly Anschutz Petroleum Company LLC

By: 
Pamela S. Kalstrom, Vice President-Land

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on this 21st day of June, 2010 by Pamela S. Kalstrom, Vice President-Land of Anschutz Exploration Corporation, a Colorado Corporation, on behalf of said Corporation

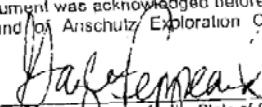

Notary Public in and for the State of Colorado
Gayle Peppard
My commission expires June 1, 2011

Exhibit 'A'
 attached to and made a part of that certain Assignment of Overriding Royalty, dated June 21, 2010

| Lease no | Original Lessor | Original Lessee | Lease Date | Legal Description | Recording | County |
|-------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------|------------|--------------------------------------|------------|----------|
| 29330433-00 | LLOYD L. KIMMICH AND DIANE B. KIMMICH HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 5/9/2007 | TAX MAP NO: 62-1-13.1 TOWN: DRYDEN | 5-5496-010 | TOMPKINS |
| 29330433-00 | LLOYD L. KIMMICH AND DIANE B. KIMMICH HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 5/9/2007 | TAX MAP NO: 49-1-2.52 TOWN: DRYDEN | 5-5552-009 | TOMPKINS |
| 29330438-00 | THE ALTON REED FAMILY LIMITED PARTNERSHIP | ANSBRO PETROLEUM COMPANY, LLC | 5/17/2007 | TAX MAP NO: 57-1-7 TOWN: DRYDEN | 5-5552-005 | TOMPKINS |
| 29330440-00 | LAWRENCE MARTIN KECH A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY | ANSBRO PETROLEUM COMPANY, LLC | 5/23/2007 | TAX MAP NO: 62-1-6.31 TOWN: DRYDEN | 5-5552-003 | TOMPKINS |
| 29330701-00 | THOMAS A. AND JUDITH L. SCHLEPPENBACH HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 4/13/2007 | TAX MAP NO: 60-1-18.11 TOWN: DRYDEN | 509092-003 | TOMPKINS |
| 29330702-00 | JOHN G. BASL AND MARY W. BASL HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 4/14/2007 | TAX MAP NO: 40-1-26.6 TOWN: DRYDEN | 509092-004 | TOMPKINS |
| 29330703-00 | ELIZABETH BARTON LAGGREN A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY | ANSBRO PETROLEUM COMPANY, LLC | 4/18/2007 | TAX MAP NO: 60-1-19.21 TOWN: DRYDEN | 509092-005 | TOMPKINS |
| 29330704-00 | LYNN ANN GRIFFEN AKA LYNN ANN GRIFFEN FKA LYNN ANN GEORGE A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY | ANSBRO PETROLEUM COMPANY, LLC | 3/15/2007 | TAX MAP NO: 60-1-5.1 TOWN: DRYDEN | 509092-006 | TOMPKINS |
| 29330705-00 | THEODORE M. PETKOV AND MARILYN S. PETKOV HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 4/20/2007 | TAX MAP NO: 76-1-24.114 TOWN: DRYDEN | 509164-004 | TOMPKINS |
| 29330707-00 | STEPHEN M. LANDAU A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY | ANSBRO PETROLEUM COMPANY, LLC | 4/21/2007 | TAX MAP NO: 64-1-3 TOWN: DRYDEN | 509164-005 | TOMPKINS |
| 29330708-00 | SEAN CARTER A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY | ANSBRO PETROLEUM COMPANY, LLC | 4/20/2007 | TAX MAP NO: 63-1-19 TOWN: DRYDEN | 509092-007 | TOMPKINS |
| 29330709-00 | RODERICK SCHUTT A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY | ANSBRO PETROLEUM COMPANY, LLC | 4/19/2007 | TAX MAP NO: 64-1-24.21 TOWN: DRYDEN | 509092-008 | TOMPKINS |
| 29330711-00 | ALEXEY OSPOV A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY | ANSBRO PETROLEUM COMPANY, LLC | 4/24/2007 | TAX MAP NO: 40-1-12.7 TOWN: DRYDEN | 509092-010 | TOMPKINS |
| 29330713-00 | ERIC N. SMITH AND MARY C. SMITH HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 4/29/2007 | TAX MAP NO: 77-1-14 TOWN: DRYDEN | 509164-006 | TOMPKINS |

18



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

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount:

State Transfer Tax:

Basic Mortgage Tax:

County Transfer Tax:

Special Mortgage Tax:

RETT No.:

Additional Mortgage Tax:

Local Mortgage Tax:

State of New York
Tompkins County Clerk

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education Department



STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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

A handwritten signature in cursive script that reads "Richard J. Trautwein".

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs



49



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
595255-002

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

Delivered By:
SCHLATHER, STUMBAR, PARKS & SALK

Date: 08/02/2012
Time: 04:16 PM

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

Document Type: MISC RECORDS

Parties To Transaction: UNIVERSITY OF THE STATE OF NEW YORK

Town/City:

Deed Information

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount:

State Transfer Tax:

Basic Mortgage Tax:

County Transfer Tax:

Special Mortgage Tax:

RETT No.:

Additional Mortgage Tax:

Local Mortgage Tax:

State of New York
Tompkins County Clerk

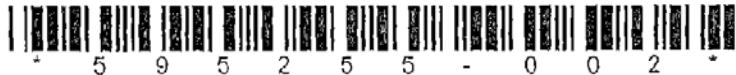
Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education  Department

STATE OF NEW YORK)

ss.:

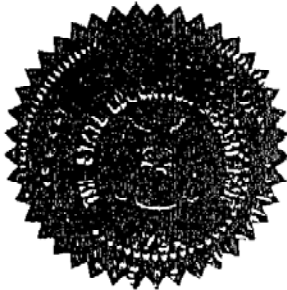
COUNTY OF ALBANY)

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





Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
595667-001

No. of Pages: 8
(including this cover page)
Receipt No. 595667

Delivered By:
ANSCHUTZ EXPLORATION CORP

Return To:
ANSCHUTZ EXPLORATION CORP

Date: 08/10/2012

Time: 01:01 PM

Document Type: MISC RECORDS

Parties To Transaction: ANSCHUTZ EXPLORATION CORP

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.

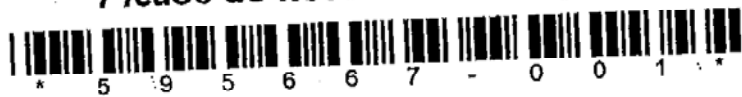


Exhibit "A"

Attached to that certain Release of Oil and Gas Leases dated July 13, 2012

| County name | Lease No. | Lessor | Lessee | Lease date | Eff date | Exp date | Report gross acres | Rec date | Rec book | Rec page | Recording reference |
|-------------|-------------|-----------------------------------------------------------|-------------------------------|------------|------------|------------|--------------------|-----------|----------|----------|---------------------|
| TOMPkins | 29330781-00 | THOMAS R. HATFIELD AND JOYCE HATFIELD HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 5/31/2007 | 5/31/2007 | 5/31/2012 | 1.1 | 8/1/2007 | | | 512151-009 |
| TOMPkins | 29200505-00 | DAVID A. HOY, SR. AND MAUREEN A. HOY | ELEXCO LAND SERVICES, INC. | 1/12/2007 | 1/12/2007 | 1/12/2012 | 21.52 | 2/6/2007 | | | 503726-036 |
| TOMPkins | 29200488-00 | BILL J. RADCLIFFE | ANSBRO PETROLEUM COMPANY, LLC | 12/13/2006 | 12/13/2006 | 12/13/2011 | 1.51 | 1/16/2007 | | | 502687-020 |
| TOMPkins | 29330438-00 | THE ALTON REED FAMILY LIMITED PARTNERSHIP | ANSBRO PETROLEUM COMPANY, LLC | 5/17/2007 | 5/17/2007 | 5/17/2012 | 70.98 | 9/27/2007 | | | 515552-005 |
| TOMPkins | 29200724-00 | ELVIRA E. KURZER | ANSBRO PETROLEUM COMPANY, LLC | 2/12/2007 | 2/12/2007 | 2/12/2012 | 0.88 | 3/30/2007 | | | 506336-010 |
| TOMPkins | 29200342-00 | ROBERT HINATKOWICZ | ELEXCO LAND SERVICES, INC. | 7/11/2006 | 7/11/2006 | 7/11/2011 | 31.1 | | | | 494947-007 |
| TOMPkins | 29200011-00 | DOUG BENSON AND DIANNE BENSON | GALLATIN RESOURCES LLC | 9/27/2005 | 9/27/2005 | 9/27/2010 | 182.98 | | | | 481654-004 |
| TOMPkins | 29200742-00 | RICHARD F. NEVILLE, SR. | ELEXCO LAND SERVICES, INC. | 2/23/2007 | 2/23/2007 | 2/23/2012 | 10.45 | 3/13/2007 | | | 505438-027 |
| TOMPkins | 29200542-00 | AUDREY HOFFMAN | ELEXCO LAND SERVICES, INC. | 12/19/2006 | 12/19/2006 | 12/19/2011 | 16.94 | 1/29/2007 | | | 503377-009 |
| TOMPkins | 29200199-00 | DUANE LOVELACE AND LAURA LOVELACE | ELEXCO LAND SERVICES, INC. | 2/20/2006 | 2/20/2006 | 2/20/2011 | 15.6 | 3/13/2007 | | | 505438-001 |
| TOMPkins | 29330812-00 | CLIFFORD EARL HACKWORTH JR AND DARLENE McDONALD | ANSBRO PETROLEUM COMPANY, LLC | 6/28/2007 | 6/28/2007 | 6/28/2012 | 0.79 | 8/10/2007 | | | 513149-002 |
| TOMPkins | 29200760-00 | FRANK G. PIERSON AND DORIS L. PIERSON | ANSBRO PETROLEUM COMPANY, LLC | 3/1/2007 | 3/1/2007 | 3/1/2012 | 2.17 | 5/24/2007 | | | 509155-002 |
| TOMPkins | 29200536-00 | DANIEL COUCH | ELEXCO LAND SERVICES, INC. | 12/12/2006 | 12/12/2006 | 12/12/2011 | 41.13 | 2/16/2007 | | | 504192-002 |
| TOMPkins | 29200248-00 | LORI CHRISTIANTELLI | ELEXCO LAND SERVICES, INC. | 4/1/2006 | 4/1/2006 | 4/1/2011 | 5.45 | | | | 489307-002 |
| TOMPkins | 29330067-00 | ROSS ADKINS JR., AND RACHEL ADKINS, HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 3/9/2007 | 3/9/2007 | 3/9/2012 | 90.04 | | | | 507188-003 |
| TOMPkins | 29340068-00 | WILLIAM H STARR III AND VIRGINIA M STARR HUSBAND AND WIFE | ANSBRO PETROLEUM COMPANY, LLC | 3/1/2007 | 3/1/2007 | 3/1/2012 | 9.726 | 4/11/2007 | | | 506952-006 |

ESTATE

In the Matter of the Estate

OF

Alton I. Reed

Date of Death: 4-29-2012
Date Petition Filed: 9-5-2012
Instrument Location: File 2012-257

Petition for probate by James A. Reed filed in Tonopkins County Surrogate's Office.

Alton Ivan Reed

LAST WILL AND TESTAMENT

OF

ALTON IVAN REED

I, ALTON IVAN REED, of 212 Turkey Hill Road, Town of Dryden, County of Tompkins, State of New York, being of sound mind and memory, do make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking all former Wills and Codicils by me made, in manner following:

FIRST: I direct that all my just debts and funeral expenses be paid. I direct that all estate, inheritance, legacy or succession taxes which may be assessed or imposed with respect to all or any part of my estate wheresoever situated, whether or not passing under my Will, and also transfers, powers, rights or interests includable in my estate for the purposes of such payment shall be made as an expense of administration, without apportionment.

SECOND: I give and bequeath all my tangible personal property owned by me at the time of my death (except for cash), including without limitation personal effects, clothing, jewelry, furniture furnishings, household goods, automobiles, together with all insurance policies relating thereto, equally to my children, JAMES A. REED, LYNN A. REED and SUSAN A. REED-FANFONI, share and share alike, per stirpes, or in the event that any of them shall predecease me without children him or her surviving then all to the survivors of my children.

THALER & THALER
ATTORNEYS
& COUNSELORS
305 NORTH TIOGA ST.
HACA, NEW YORK 14850
(607) 272-2314

Alton Reed

THIRD: I give, devise and bequeath all my livestock, farm machinery and equipment, crops including harvested crops, farm supplies, tools of every name and nature, if I own the same at the time of my demise, to my son, **JAMES A. REED**, per stirpes.

FOURTH: I give to my son, **JAMES A. REED**, per stirpes, all my right, title interest, and claim in and to, my interest in The Alton Reed Family Limited Partnership, which interest reflects my partnership interest in the real property identified on the Partnership Books as Tax Map Numbers 52.-1-34; 52.-1-56.1; 58.-1-4.2; 58.-1-9.2 and 52.-1-45.2.

FIFTH: I give to my children, **JAMES A. REED and SUSAN A. REED-FANFONI**, or the survivor of them, all my right, title interest, and claim in and to my interest in The Alton Reed Family Limited Partnership, which interest reflects my partnership interest in the real property known as 200 Stevenson Road, Dryden, New York and identified on the Partnership Books as Tax Map Number 57.-1-7.

SIXTH: I give, devise and bequeath all the rest, residue and remainder of my estate, of whatsoever name or nature, be the same realty, personality or mixed, and wheresoever the same may be situated to which I may be entitled, or of which I may have the power to dispose or the power to appoint at the time of my decease, to my children, **JAMES A. REED, LYNN A. REED and SUSAN A. REED-FANFONI**, share and share alike, per stirpes; or in the event that any of them shall predecease me without children him or her surviving then all to the survivors of my children.

SEVENTH: I direct that those who qualify as Executors under the terms of my Will shall not be required to furnish bond for any reason whatsoever.

LASTLY, I hereby nominate, constitute and appoint my children, **JAMES A. REED and SUSAN A. REED-FANFONI**, or the survivor of them, as Executors of this my **LAST WILL AND TESTAMENT** with full power to lease, mortgage or sell real estate upon

THALER & THALER
ATTORNEYS
& COUNSELORS
388 NORTH TIOGA ST.
IACQ, NEW YORK 14850
(507) 272-2314

Alton Horn Reed

such terms and conditions as in the discretion of the ones who qualify as Executors may deem best, without being required to apply to the Court for permission to lease, mortgage or sell.

If pursuant to any provision of this Will, all or any part of my estate shall vest in absolute ownership in a minor or minors, I authorize and empower my Executors in his or her absolute discretion, and without authorization by any court:

(A) To defer in whole or in part, payment or distribution of any property to which such minor may be entitled, holding the whole or undistributed portion thereof as a separate share for such minor, with all the powers and authority conferred by the provisions of this Will, including, without limitation, the power to retain, invest and reinvest both principal and accumulated income, without being limited to investments authorized by law for trust funds.

(B) To pay, distribute or apply the whole or any part of any net income or principal at any time held for any such minor, including accumulated income, to or for the support, education and welfare of such minor, either directly or by making payment or distribution thereof to the guardian or other legal representative wherever appointed of such minor, or to the person with whom such minor shall reside, or to such minor personally, and to pay or distribute any balance thereof to such minor when such minor reaches the age of twenty-one years, or in the case such minor shall die before distribution of all the property held under this paragraph, to the survivors of such minor, share and share alike, or if there are not survivors, to the executor or administrator of the estate of such minor, receipt of the person or persons to whom any such payment or distribution is so made being a sufficient discharge therefore.

The authority conferred upon the ones who qualify as Executors by this paragraph of my Will shall be construed as a power only, and shall not operate to suspend the absolute ownership of such property by such minor, or to preclude the absolute vesting thereof in such minor.

Any law to the contrary notwithstanding, my Executors shall not be required to render and file a annual accounting with respect to property so held under this paragraph of my Will.

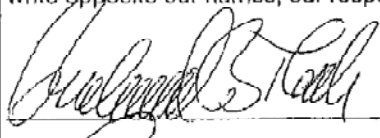
THALER & THALER
ATTORNEYS
& COUNSELORS
309 NORTH TIOGA ST.
ITHACA, NEW YORK 14850
(607) 272-2214

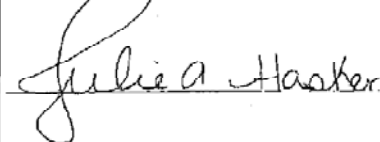
The ones who qualify as Executors shall be entitled to receive compensation with respect to any property held for any minor pursuant to this paragraph, at the same rate and manner payable to testamentary trustees.

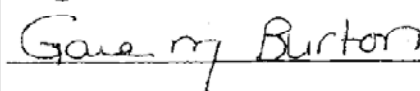
IN WITNESS WHEREOF, I have hereunto set my hand and seal to this 28th day of November, 2001.


ALTON IVAN REED

We, whose names are hereto subscribed, DO CERTIFY, that on the 28th day of November 2001, the testator above named, subscribed his name to this instrument in our presence and in the presence of each of us, and at the same time in our presence and hearing, declared the same to be his LAST WILL AND TESTAMENT, and requested us and each of us to sign our names thereto as witnesses to the execution thereof, which we hereby do in the presence of the testator and of each other, on the day of the date of said Will, and write opposite our names, our respective places of residence.

 Residing at Lawrence, NY

 Residing at McLean, NY

 Residing at Dryden, NY

HALER & THALER
ATTORNEYS
& COUNSELORS
29 NORTH TIGGA ST.
CA, NEW YORK 14850
(607) 272-2314

52



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

53



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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
Education Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs

54



Tompkins County Clerk Recording Page

Return To

STEWART TITLE INSURANCE CORP

Aurora R. Valenti, County Clerk

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

Document Type: **MISC**

Receipt Number: 13-39503

| |
|---------------------------------------|
| Party 1 |
| ALTON REED FAMILY LIMITED PARTNERSHIP |

| |
|----------------|
| Party 2 |
| |

| | |
|-------------------------|----------------|
| Fees | |
| Recording Fee | \$20.00 |
| Pages Fee | \$10.00 |
| State Surcharge | \$20.00 |
| Total Fees Paid: | \$50.00 |

Instrument #: 2013-12414

State of New York
County of Tompkins

Filed on September 12th, 2013 at 3:19:24 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

**State of New York
Department of State } ss:**

I hereby certify, that THE ALTON REED FAMILY LIMITED PARTNERSHIP a New York Limited Partnership, filed a Certificate of Limited Partnership pursuant to the Partnership Law, on 01/26/2001, and that the Limited Partnership is existing so far as shown by the records of the Department.

*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 29th day of July two
thousand and thirteen.*



Executive Deputy Secretary of State

5

Parcel "B" ONLY



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: **DEED**

Receipt Number: 13-39841

| |
|---------------------------------------|
| Grantor (Party 1) |
| ALTON REED FAMILY LIMITED PARTNERSHIP |

| |
|--------------------------|
| Grantee (Party 2) |
| CORNELL UNIVERSITY |

| | |
|-------------------------|-------------------|
| Fees | |
| Recording Fee | \$20.00 |
| Pages Fee | \$25.00 |
| State Surcharge | \$20.00 |
| TP-584 Form Fee | \$5.00 |
| RP-5217 Form Fee | \$125.00 |
| State Transfer Tax | \$1,204.00 |
| County Transfer Tax | \$602.00 |
| Total Fees Paid: | \$2,001.00 |

| |
|----------------------------|
| Transfer Amt: \$301,000.00 |
| Instrument #: 2013-12605 |
| Transfer Tax #: 000314 |

Property located in **Dryden**

State of New York
County of Tompkins

Recorded on September 17th, 2013 at 2:40:50 PM
with a total page count of 5.

Aurora R. Valenti

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

13-12605

09/17/2013 02:49:50 PM

Warranty Deed w/Lien Covenant

This Indenture, Made the 17th day of September, 2013

Between

The Alton Reed Family Limited Partnership, whose principal place of business is at 212 Turkey Hill Road, Ithaca, New York, 14850

parties of the first part,

And

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

parties of the second part,

Witnesseth, that the parties of the first part, in consideration of One and 00/100 Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs, successors and assigns forever,

SEE ATTACHED SCHEDULE A

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

To Have and to Hold the premises herein granted unto the party(ies) of the second part, its successors and assigns forever.

And the parties of the first part does covenants as follows:

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

SECOND, That said parties of the first part will forever WARRANT the title to said premises.

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

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

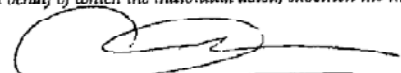
In Presence of

James A. Reed, G.P. L.S.
James A. Reed, General Partner

State of New York }
County of Tompkins } ss:

On the 17th day of September in the year 2013, before me, the undersigned, personally appeared JAMES A. REED personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GUY K. KROGH
Notary Public, State of New York
Qualified In Tompkins Co. No. 4968322
My Commission Expires June 18, 2014


Notary Public

Parcel A

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

BEGINNING at a point in the centerline of Turkey Hill Road which point is northerly along said centerline a distance of 304.82 feet from the intersection of the centerline of Turkey Hill Road with the centerline of Stevenson Road;

RUNNING THENCE North 82° 26' 05" West along the northerly boundary line of lands retained by the grantor herein, (and as shown as Parcel "D" on the survey map referred to below), passing through a capped iron pin at 30.00 feet, and continuing along said course a total distance of 650.00 feet to a point marked by a capped iron pin;

RUNNING THENCE South 08° 33' 00" West along the westerly boundary line of said lands retained by the grantor herein, passing through a capped iron pin at 274.69 feet, and continuing along said course a total distance of 304.69 feet to a calculated point in the centerline of Stevenson Road;

RUNNING THENCE North 83° 23' 26" West along the centerline of Stevenson Road a distance of 49.83 feet to a calculated point in the centerline of Stevenson Road;

RUNNING THENCE North 83° 50' 07" West along the centerline of Stevenson Road a distance of 188.32 feet to a calculated point in the centerline of Stevenson Road;

RUNNING THENCE North 08° 17' 42" East along the easterly boundary line of lands now or formerly of Cornell University (L. 671/P. 277), passing through a Cornell Monument at 27.57 feet, and continuing along said course a total distance of 1,367.24 feet to a calculated point located 2 feet easterly of a Cornell Concrete Monument;

RUNNING THENCE South 81° 11' 24" East along the southerly boundary line of lands now or formerly of Resler Living Trust (Inst. No. 424029-001), passing through a capped iron pin at 866.39 feet, (survey map referred to below incorrectly shows this as 868.39') and continuing along said course a total distance of 893.96 feet to a calculated point in the centerline of Turkey Hill Road;

RUNNING THENCE South 08° 33' 00" West along the centerline of Turkey Hill Road a distance of 1,042.05 feet to the point and place of beginning; containing 22.398 acres to the road right of way.

Parcel B

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

BEGINNING at a point in the intersection of the centerline of Turkey Hill Road with the centerline of Stevenson Road;

RUNNING THENCE North $82^{\circ} 06' 27''$ West along the centerline of Stevenson Road a distance of 449.77 feet to a calculated point in the centerline of Stevenson Road;

RUNNING THENCE South $08^{\circ} 33' 00''$ West along the easterly boundary line of lands retained by the grantor herein, (and shown as Parcel "E" on the survey map referred to below) passing through a capped iron pin at 30.00 feet, and continuing along said course a total distance of 200.66 feet to a point marked by a capped iron pin;

RUNNING THENCE North $83^{\circ} 11' 09''$ West along the southerly boundary line of said lands retained by the grantor herein a distance of 250.08 feet to a point marked by a capped iron pin;

RUNNING THENCE North $08^{\circ} 33' 00''$ East along the westerly boundary line of said lands retained by the grantor herein, passing through a capped iron pin at 170.66 feet, and continuing along said course a total distance of 200.66 feet to a calculated point in the centerline of Stevenson Road;

RUNNING THENCE North $83^{\circ} 50' 07''$ West along the centerline of Stevenson Road a distance of 188.32 feet to a calculated point in the centerline of Stevenson Road;

RUNNING THENCE South $08^{\circ} 17' 42''$ West along the easterly boundary line of lands now or formerly of Cornell University (L. 671/P. 277), passing through a Cornell Monument at 22.03 feet, a total distance of 1,086.45 feet to a calculated point located 2 feet easterly of a Cornell Concrete Monument;

RUNNING THENCE South $80^{\circ} 29' 10''$ East along the northerly boundary line of lands now or formerly of Cornell University (L. 260/P. 386) a distance of 585.06 feet to a calculated point;

RUNNING THENCE South $81^{\circ} 39' 29''$ East along the northerly boundary line of lands now or formerly of Myers (L. 851/P. 25), passing through an iron pipe at 272.25 feet and continuing along said course a total distance of 298.06 feet to a calculated point in the centerline of Turkey Hill Road;

RUNNING THENCE North 08° 33' 00" East along the centerline of Turkey Hill Road a distance of 1,115.76 feet to the point and place of beginning; containing 20.349 acres to the road right of way.

THE ABOVE described premises are more particularly shown as Parcels A and B on a survey map entitled "SURVEY MAP SHOWING LANDS OF THE ALTON REED FAMILY LIMITED PARTNERSHIP, TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK," dated 7/16/2013, prepared by Edward Ripic, Jr., L.L.S. No. 050823, a copy of which is intended to be filed in the Tompkins County Clerk's Office concurrently herewith and is incorporated herein by reference.

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

SUBJECT to any easements, rights-of-way or other encumbrances of record.

Being the same premises conveyed to the grantor herein by Alton I. Reed by Warranty Deed dated March 22, 2001 and recorded March 26, 2001 in the Tompkins County Clerk's Office in Liber 899 of Deeds at page 261.

P/O Tax Map #57-1-7



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: **MAP**

Receipt Number: 13-39841

| |
|---------------------------------------|
| Party 1 |
| ALTON REED FAMILY LIMITED PARTNERSHIP |

| |
|----------------|
| Party 2 |
| |

| | |
|-------------------------|----------------|
| Fees | |
| Map Filing Fee | \$10.00 |
| Total Fees Paid: | \$10.00 |

| |
|--------------------------|
| Instrument #: 2013-12606 |
|--------------------------|

Property located in **Dryden**

State of New York
County of Tompkins

Filed on September 17th, 2013 at 2:49:51 PM with a
total page count of 2.

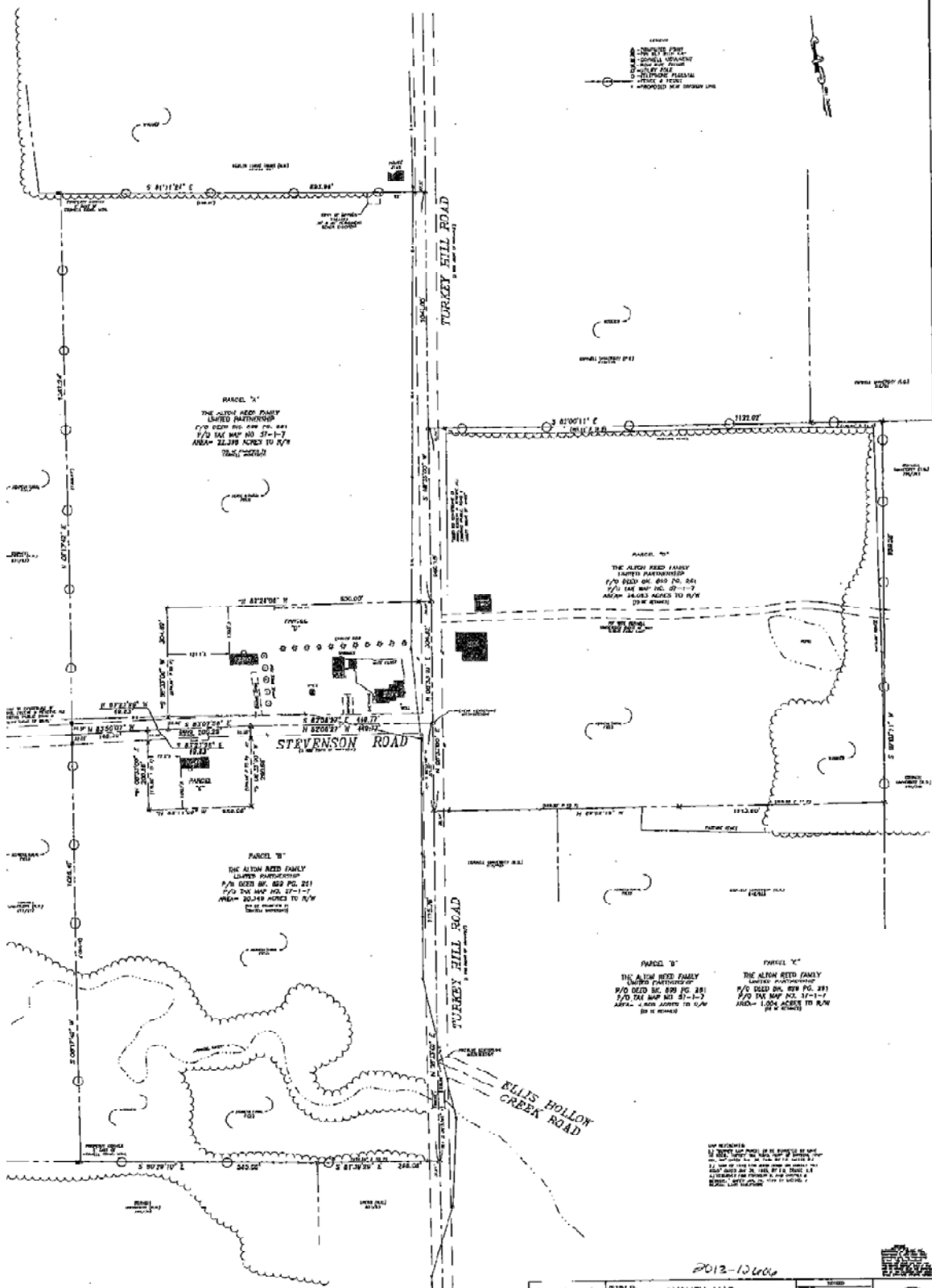
Tompkins County Clerk

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

13-12606

09/17/2013 02:49:51 PM



- EXISTING CURB
- EXISTING UTILITY
- EXISTING POLE
- EXISTING SIGN
- EXISTING FENCE
- EXISTING WALL
- EXISTING DRIVE
- EXISTING WALK
- EXISTING SIDEWALK
- EXISTING DRIVE

PARCEL "A"
 THE ALTON REED FAMILY
 LIMITED PARTNERSHIP
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 AREA: 22.39 ACRES TO 1/4"

PARCEL "C"
 THE ALTON REED FAMILY
 LIMITED PARTNERSHIP
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 AREA: 1.04 ACRES TO 1/4"

PARCEL "B"
 THE ALTON REED FAMILY
 LIMITED PARTNERSHIP
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 AREA: 20.49 ACRES TO 1/4"

PARCEL "D"
 THE ALTON REED FAMILY
 LIMITED PARTNERSHIP
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 AREA: 1.04 ACRES TO 1/4"

PARCEL "E"
 THE ALTON REED FAMILY
 LIMITED PARTNERSHIP
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 P/O DEED BK. 209 PG. 281
 AREA: 1.04 ACRES TO 1/4"

NOT RECORDED
 BY THE COUNTY CLERK OF TOMPKINS COUNTY, NEW YORK
 ON SEPTEMBER 17, 2013 AT 2:49:51 PM
 THIS MAP WAS PREPARED BY THE SURVEYOR
 AND IS SUBJECT TO THE PROVISIONS OF THE
 SURVEYING AND MAPPING ACT OF 2008
 AND THE SURVEYING AND MAPPING ACT OF 2012

Y. G. MILLER P.E.
 SURVEYOR
 1111 STATE ST.
 ITHACA, NY 14850
 (607) 877-1111
 www.ygmiller.com

2013-12606

TITLE: SURVEY MAP
 SHOWING LANDS OF
**THE ALTON REED FAMILY
 LIMITED PARTNERSHIP**
 TOWN OF ORISKANY, TOMPKINS COUNTY, NEW YORK

DATE: 7/11/2013

SCALE: 1"=100'



56



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: **AFFIDAVIT - MISC**

Receipt Number: 13-39841

Party 1
ALTON REED FAMILY LIMITED PARTNERSHIP

Party 2

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

Instrument #: 2013-12607

Property located in **Dryden**

Refers To
deed

State of New York
County of Tompkins

Recorded on September 17th, 2013 at 2:49:52 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

Affidavit of Title

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

James A Reed. being duly sworn, deposes and says that:

1. I am over twenty-one years of age and reside at 212 Turkey Hill Road, Ithaca, New York 14850. I have personal knowledge of the facts sworn to in this affidavit and have the power and authority to execute this affidavit.

2. I am the sole remaining general partner of the Alton Reed Family Limited Partnership (hereinafter the "Partnership"), a duly organized and validly existing New York limited partnership having an address at 212 Turkey Hill Road, Ithaca, New York 14850.

3. The Partnership Agreement dated December 20, 2000, has not been modified or amended and remains in full force and effect.

4. As general partner, I have full authority to convey Parcels A and B as shown on the Survey Map Showing Lands of the Alton Reed Family Limited Partnership, Town of Dryden, Tompkins County, New York, dated 7/16/2013, which map was prepared by T.G. Miller P.C. and is being recorded concurrently herewith (the "Property"), to Cornell University. I have obtained any consents required under the Partnership Agreement and I will be solely responsible for remitting any proceeds from this conveyance due to any of the Partnership's limited partners.

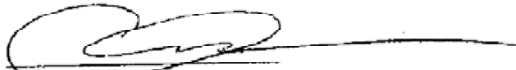
5. The conveyance of the Property does not represent a conveyance of all or substantially all of the Partnership's assets.

6. That affiant makes this affidavit for the purpose of inducing Cornell University to accept title to the subject Property from affiant with the knowledge that it and its attorney Stephanie Sechler will rely upon the same.

7. I hereby agree, on behalf of the Partnership, to indemnify, defend, and hold Cornell University harmless from and against any and all claims, liabilities, damages, costs, actions, penalties or judgments arising from or related to any of the representations I have made herein.

James A. Reed G.P.
James A. Reed

Sworn to before me this
17th day of September, 2013


Notary Public

GUY K. KROGH
Notary Public, State of New York
Qualified In Tompkins Co., No. 4968322
My Commission Expires June 18, 2014

57



Tompkins County Clerk Recording Page

Return To
CORNELL COUNSEL

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

Document Type: **MISC**

Receipt Number: 13-39841

| |
|---------------------------------------|
| Party 1 |
| ALTON REED FAMILY LIMITED PARTNERSHIP |

| |
|----------------|
| 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 #: 2013-12608 |
|--------------------------|

| |
|------------------|
| Refers To |
| deed |

State of New York
County of Tompkins

Filed on September 17th, 2013 at 2:49:53 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

State of New York
Department of State } ss:

I hereby certify, that THE ALTON REED FAMILY LIMITED PARTNERSHIP a New York Limited Partnership, filed a Certificate of Limited Partnership pursuant to the Partnership Law, on 01/26/2001, and that the Limited Partnership is existing so far as shown by the records of the Department.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 29th day of July two
thousand and thirteen.*

Anthony Scardino

Executive Deputy Secretary of State

58



Tompkins County Clerk Recording Page

Return To
THALER & THALER

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

Document Type: **MISC**

Receipt Number: 13-41566

| |
|--------------------|
| Party 1 |
| CORNELL UNIVERSITY |

| |
|----------------|
| Party 2 |
| |

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

| |
|--------------------------|
| Instrument #: 2013-13459 |
|--------------------------|

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
Education Department



STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs

59



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



Tompkins County Clerk Recording Page

Return To
HINES & ALLEN

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

Document Type: **MISC**

Receipt Number: 15-99483

| |
|----------------------|
| Party 1 |
| TRAUTWEIN, RICHARD J |

| |
|----------------|
| Party 2 |
| |

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

| |
|--------------------------|
| |
| Instrument #: 2015-09447 |

| |
|------------------|
| Refers To |
| deed |

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
 Education  Department

STATE OF NEW YORK)

ss.:

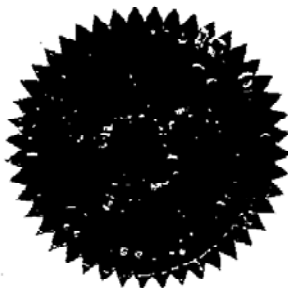
COUNTY OF ALBANY)

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

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



Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs





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 4:01:30 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



62



Tompkins County Clerk Recording Page

Return To

DRYDEN TOWN OF
LEIFERS BOX

Maureen Reynolds, County Clerk

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

Document Type: **EASEMENT**

Receipt Number: 17-153229

| |
|--------------------------|
| Grantor (Party 1) |
| CORNELL UNIVERSITY |

| |
|--------------------------|
| Grantee (Party 2) |
| TOWN OF DRYDEN |

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

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

State of New York
County of Tompkins

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

Tompkins County Clerk

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

CO

Do Not Detach

TRAIL EASEMENT AGREEMENT

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

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

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

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

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

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

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

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


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

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

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

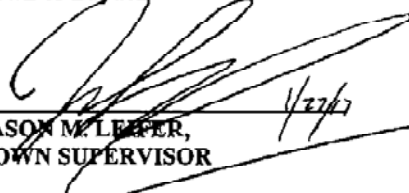
IN WITNESS WHEREOF, Owner of Parcels and Town have set their hands on the day and year first above written.

Cornell University

By: 

JEREMY THOMAS
SENIOR DIRECTOR
CORNELL REAL ESTATE

Town of Dryden

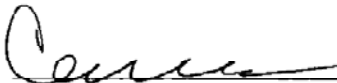
By: 

JASON M. LEFFER,
TOWN SUPERVISOR

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

On the 2nd 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. 01HA0026290
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). 1** 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 **07-11-1948** 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 18**; 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 o'clock A.M.**

STEWART TITLE INSURANCE COMPANY

By Mark E. Pearson

Authorized Officer

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

February 28, 2017

Search#: 6,857 - 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 67.-1-3

Prior ID:

Assessment: \$106,000.00

Location: 140 Dodge Rd

Property class: 120 Field crops

Exemptions:

School district: 500700 Ithaca City

Exceptions: Delinquencies are as follows:

NOTE: Amount due is for current month only.

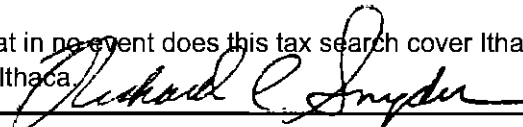
In hands of Collector 2017 County/Town taxes

| <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. | 373542331 |
| 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. 37-354233
Abstract / Title Ins No. 24546
Seller Cornell University
Buyer/Borrower
Property 140 DODGE RD, Town of DRYDEN, 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 |

Rec. Sept 27, 1941
Office of Correction
See index 437 of Deeds pg. 257

LIBER 310 PAGE 524

This Indenture,

Made the 12th day of July Nineteen Hundred and Forty-eight

Between

ERNEST W. SLIGHTS and LILLIAN E. SLIGHTS, individually and as tenants by the entirety, both of 120 East York Street, Ithaca, New York,

parties of the first part, and

CORNELL UNIVERSITY, a corporation organized and existing under the laws of the State of New York, and having its principal place of business in the City of Ithaca, Tompkins County, New York,

party of the second part,

Witnesseth

that the parties of the first part, in consideration of ONE and no/100 - - - - - Dollar

(\$ 1.00) lawful money of the United States, and other good and sufficient consideration paid by the party of the second part,

do hereby grant and release unto the party of the second part, its successors and assigns forever, all THAT TRACT OR PARCEL OF LAND

situate in the Town of Dryden, County of Tompkins and State of New York, and being a part of Lot No. 71 in said town, bounded and described as follows: Commencing at an iron pipe in the north line of Lot No. 71, just north of the point at which the Dodge Road turns to the west (said Dodge Road being a highway running northerly from the Ellis Hollow Road); running thence north 88° 13' east and along the north line of Lot No. 71, 1029.95 feet to an iron pipe at the northwest corner of premises conveyed by the parties of the first part to Paul W. Gates and wife by deed recorded in the Tompkins County Clerk's Office in Liber 257 of Deeds at page 134; running thence south 0° 13' west 1443.31 feet to an iron pipe; thence south 7° 04' west 1230.74 feet to a point about 968.7 feet northerly from the center of the Ellis Hollow Road; the last two courses being the westerly line of premises conveyed to Paul W. Gates and wife as aforesaid; thence south 85° 56' west 780.03 feet to the center of the Dodge Road at a point 752.9 feet, more or less, northerly from the center of the Ellis

Hollow Road; thence northerly along the center of the Dodge Road and a short distance beyond the point where said Dodge Road turns to the west, a total distance of 2693.02 feet to the point or place of beginning.

Subject to the rights of the public over that portion of the above described premises within the confines of Dodge Road.

This conveyance is made subject to a right of way agreement between Mrs. M.E. Snyder and New York State Electric Corporation recorded in Liber 219 of Deeds at page 171, also subject to an easement granted by the parties of the first part to New York State Electric and Gas Corporation recorded in Liber 291 of Deeds at page 13, and also subject to an easement granted by the parties of the first part herein to New York State Electric and Gas Corporation recorded in Liber 305 of Deeds at page 321.

Being a part of the premises conveyed to the parties of the first part by Myrtle Snyder by deed dated March 1, 1939, and recorded in the Tompkins County Clerk's Office in Liber 247 of Deeds at page 118.

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

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

And said Ernest W. Slights and Lillian E. Slights

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

Second, That said Ernest W. Slights and Lillian E. Slights

will forever **WARRANT** the title to said premises.

That the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

the part les of the first part hereunto set their hands and seals the day and year first above written.

In Presence of



Ernest W. Slight

William E. Slight

County of TOMPKINS

on this 12th day of July Nineteen Hundred and Forty-eight before me the undersigned

ERNEST W. SLIGHTS and WILLIAM E. SLIGHTS

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

James F. O'Connor

JAMES F. O'CONNOR

A true copy of the original recorded on this 14 day of July 1948 at 11:00 o'clock A.M. and examined.

H. L. Harris

Clerk

1129982

Lester W. Sheldon & ano. : RIGHT OF WAY
to : RECEIVED FROM New York State Electric Corporation One Dollar
N.Y. State Elec Corp. : (\$1.00) in consideration of which We hereby grant, convey and
-----X release unto said Company its successors and assigns the right
privilege and authority to construct, reconstruct, operate, maintain and at its pleasure re-
move its electric lines, or any parts thereof including the necessary poles, wires, guys and
appurtenances for conducting and distributing electricity for public and private use, as said
Company may now or from time to time deem necessary along, upon and across the highways which
adjoin or are upon the property, and upon, over and along the property which We own or in which
we have an interest situated along the Dirt Road West from the Concrete Ithaca-T-burg Highway
near the County Farm Home in the Town of Ulysses County of Tompkins State of New York with
the right to trim or cut down now and from time to time, without further payment, any trees
or brush along said line to a width of 8 feet on both sides of the line as from time to time
maintained. The said Company shall pay for any other damages to said property for which the
Company or its agents are responsible. Said damages to be ascertained by two disinterested
freeholders to be selected and paid one by each party; they to select a third in case of non-
agreement, who shall be paid one-half by each party. It is further agreed that specifically
Pole #145-11 together with the necessary guys, anchors and fixtures as laid out in the above
Right of Way meet with your approval. IN WITNESS WHEREOF We have hereunto set our hand and
seal the 8 day of June in the year 1928.

Subscribed in my presence Lester W. Sheldon L.S.
W. B. Corcoran. Angie M. Sheldon L.S.

STATE OF NEW YORK)
COUNTY OF TOMPKINS)
On the 11th day of June in the year 1928, before me personally came
W. B. Corcoran to me known, who being by me duly sworn did depose and say that he resides
in Ithaca, N.Y., that he knows Lester W. Sheldon and Angie M. Sheldon to be the individuals
described in, and who executed the foregoing instrument; that they said subscribing witness
was present and saw them execute the same; and that he said witness at the same time, sub-
scribed his name as witness thereto.

P. J. Fowler, Notary Public.

Recorded Aug. 17, 1928 at 5:00 P.M.

H. C. Wood CLERK

2

Mrs M. E. Snyder. : RIGHT OF WAY
to : RECEIVED FROM New York State Electric Corporation One Dollar
N.Y. State Elec. Corp. : (\$1.00) in consideration of which I hereby grant, convey and re-
-----X lease unto said Company, its successors and assigns, the right,
privilege and authority to construct, reconstruct, operate, maintain and at its pleasure remove
its electric lines, or any parts thereof including the necessary poles, wires, guys and
appurtenances for conducting and distributing electricity for public and private use, as said
Company may now or from time to time deem necessary, along, upon and across the highways which
adjoin or are upon the property and upon, over and along the property which I own or in which
I have an interest situated along the road known as Ellis Hollow Road east from the City of
Ithaca, in the Town of Dryden, County of Tompkins State of New York, with theright to trim
or cut down now and from time to time without further payment, any trees or brush along said
line to a width of 6 feet on both sides of the line as from time to time maintained. The said
Company shall pay for any other damages to said property for which the Company or its agents
are responsible. Said damages to be ascertained by two disinterested freeholders to be
selected and paid one by each party; they to select a third in case of non-agreement who shall
be paid one half by each party. It is further agreed that specifically Poles #57 to #71 #72
to #80 inclusive together with the necessary guys anchors and fixtures as laid out within

the above mentioned Right of Way meet with your approval. IN WITNESS WHEREOF I have herunto set my hand and seal the 1st day of July in the year 1928.

Subscribed in my presence Richard F. Culp. Mrs M. E. Snyder L.S.

STATE OF NEW YORK) On the 3 day of July in the year 1928, before me personally came COUNTY OF TOMPKINS) ss Richard F. Culp to me known who being by me duly sworn did depose and say that he resides in Ithaca, N.Y., that he knows Mrs M. E. Snyder to be the individual described in and who executed the foregoing instrument; that he said subscribing witness was present and saw her execute the same; and that he, said witness at the same time subscribed his name as witness thereto.

P. J. Fowler, Notary Public

Recorded Aug. 17, 1928 at 5:00 P.M.

H. C. ... CLERK

Frank M. Spaulding : RIGHT OF WAY to : RECEIVED FROM New York State Electric Corporation One Dollar (\$1.00) N.Y. State Elec Corp. : in consideration of which I hereby grant, convey and release unto said Company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and at its pleasure remove its electric lines or any parts thereof including the necessary poles, wires, guys and appurtenances for conducting and distributing electricity for public and private use, as said Company may now or from time to time deem necessary, along, upon and across the highways which adjoin or are upon the property and upon, over and along the property which I own or in which I have an interest situated along the Main Highway from Village of Freeville to Hamlet of Etna in the Town of Dryden, County of Tompkins State of New York with the right to trim or cut down now and from time to time, without further payment any trees or brush along said line to a width of 6 feet on both sides of the line and from time to time maintained. The said Company shall pay for any other damages to said property for which the Company or its agents are responsible said damages to be ascertained by two disinterested freeholders to be selected and paid one by each party; they to select a third in case of non-agreement, who shall be paid one-half by each party. It is further agreed that specifically Poles #42 to #48 inclusive together with the necessary guys and anchors as laid out within the above Right of Way meet with your approval. IN WITNESS WHEREOF I have herunto set my hand and seal the 3 day of May in the year 1928.

Frank M. Spaulding L.S.

Subscribed in my presence Richard F. Culp.

STATE OF NEW YORK) On the 16 day of May in the year 1928, before me personally came COUNTY OF TOMPKINS) ss Richard F. Culp to me known, who, being by me duly sworn did depose and say that he resides in Ithaca, N.Y., that he knows Frank M. Spaulding to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness was present and saw him execute the same; and that he, said witness at the same time subscribed his name as witness thereto.

P. J. Fowler, Notary Public.

Recorded Aug. 17, 1928 at 5:00 P.M.

H. C. ... CLERK

3

Easement

The undersigned, hereinafter called the GRANTOR, being the owner of or having an interest in land situate in the Town of Wrayden County of Saratoga, State of New York, fronting on the street or highway known as Sturgis Road and bounded Northwest by the land of Mr. Wrayden and G. J. Reed and South by the land of Frank M. Canting - Ellis Hollow Road

In Consideration, of \$1.00 paid by the Grantee, hereby grants and releases unto the New York State Electric & Gas Corporation, a corporation organized under the laws of the State of New York, having its principal office at 108 East Green Street, Ithaca, New York, herein called the GRANTEE, its successors and assigns, the right, privilege, and authority to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove, a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures or appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land.

Said pole line to enter Grantor's lands at the south-east junction of the Ellis Hollow and Sturgis roads, and to run in a westerly direction, within the limits of or adjacent to - the east side of the highway, through Grantor's lands, together with the service to Grantor's residence. This instrument also conveys the right and privilege to extend the line above for future use. Together with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and pole line by at least 10 feet.

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

Witeth this 24th day of April, 1946

In Presence of:

(Subscribing Witness)

Ernest W. Shlight (L.S.)

Address: R. D. # 2, Ithaca, N.Y.

(Subscribing Witness)

William E. Shlight (L.S.)

Address: R. D. # 2, Ithaca, N.Y.

RWC 7

(Personal Acknowledgment)

Subscribed at Saratoga County of Saratoga, N.Y. on this 24th day of April, 1946, before me, the undersigned, personally appeared Ernest W. Shlight and William E. Shlight

to me personally known and known to me to be the same persons described in and who executed the within instrument and duly acknowledged to me the execution of the same.

John G. Rhodes
(Notary Public)

REMARKS

Paid from Working Fund. Office Date 4/24/46
Ch. No. 9-3-377 Amt. Date
Ch. No. Amt. Date

A true copy of the original recorded on the 17 day of August, 1946 at 9:45 o'clock P. M., and examined. H. L. Bonnie Clerk.

Easement

This Instrument whereby that Ernest W. Slights and Lillian E. Slights of 120 East York Street, Ithaca, N. Y.

hereinafter called the GRANTOR S., being the owner S. of or having an interest in land situate in the Town of Dryden, County of Tompkins, State of New York, fronting on the street or highway known as Ellis Hollow Rd. and the Sturgis Road and bounded Westerly by the lands of A. G. Burlbutt and Easterly by the lands of Paul W. Gates and being more fully described in a deed from Myrtle Snyder

dated March 1, 1938, and recorded in the Tompkins County Clerk's office in Book 247 of Deeds at Page 118 for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged and the further consideration to be paid or tendered as hereinafter provided, the GRANTOR S. hereby grant and release unto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having its principal office at 108 East Green Street, Ithaca, New York, hereinafter called the GRANTEE, its successors and assigns, the right, privilege and authority now and from time to time to construct, reconstruct, operate, inspect, maintain, and at its pleasure remove a pole line with wires, cross arms, guy wires, braces, communication facilities, lightning protective equipment, including overhead and underground wires, and other fixtures or appurtenances used or adopted for the transmission and/or distribution of electric current for public or private use, upon, across, over and under said land and property as follows:

Starting at a point in the Grantor's Easterly boundary line about 111 1/2 feet North from the center line of the Ellis Hollow Road, then to continue in a line about North 72° West to the Grantor's Easterly boundary line and to the lands now owned by A. G. Burlbutt. This instrument is in addition to a prior Easement given by Mrs. M. E. Snyder and recorded in Tompkins County Clerk's office in Book of Deeds 215 at Page 171 and an Easement given by Ernest W. and Lillian E. Slights recorded in Tompkins County Clerk's office in Book of Deeds 291 at Page 13.

Together with free ingress and egress for all of the above purposes including the right now and from time to time to trim, cut, and remove trees and brush and other obstructions within 50 feet of said wires and said line or lines.

Furthermore, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the GRANTOR S., caused by the GRANTEE in constructing or repairing said line or lines, shall be borne by the GRANTEE.

Reserving, however, to the GRANTOR S. the right to cultivate and use the ground between said poles and beneath said wires, provided that such use shall not interfere with or obstruct the rights herein granted.

That on or before 1 year from the date of this instrument there shall be paid or tendered by the GRANTEE to the GRANTOR S. the further sum of \$ 150.00. Should the additional consideration not be paid or tendered as herein provided this grant shall terminate and not be binding on either party hereto.

The GRANTOR S. accept the obligation of the GRANTEE to pay any consideration payable hereunder in lieu of any vendors' lien in respect thereto.

The GRANTOR S. hereby warrant the title to the rights above granted and that the same are free and clear of all liens and incumbrances, except as may be herein expressly shown, as follows:

and that the GRANTOR S. will execute or procure any further necessary assurance of the title to said premises as may be required by the GRANTEE.

This instrument shall be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties.

In Witness Whereof, this 12th day of December 1947

In Presence of:

Ernest W. Slights (L.S.)

Lillian E. Slights (L.S.)



(L.S.)

(L.S.)

(L.S.)

P. HAWK DOCUMENT FILE Sharon Rice 3

(Personal Acknowledgments)

Date of first joint
deed or mortgage

On the 23rd day of December

1973 between me, the undersigned, personally appeared
Robert W. Higgins and
William E. Higgins

to me personally known and known to me to be the said
parties, described in and who executed the within instrument
and they acknowledged to me the execution of the
same.

Robert W. Higgins
(Husband)

John S. Giddens
Notary Public in and for the State of
Alabama, My Commission Expires 9/1/77
Commission No. 1111
Circuit Court, 11th District

Witnesses:

Paul James
Edna Mae
James
State

A true copy of the original recorded on the 20 day of
December, 1973 at 9:13 o'clock A. M., and subscribed
H. L. Harris
Clerk

5

FORM 588X N. Y. DEED-WARRANTY with Lien Covenant
(Law of 1917, Chap. 681, Chap. 687, Laws of 1933)

TUTTBLANK REGISTERED AS PATENT OFFICE
TUTTBLANK LAW FIRM REGISTERED AS PATENT OFFICE

BOOK 487 PAGE 254

This Indenture,

Made the 12th day of September
Nineteen Hundred and Sixty-one

Between ERNEST W. SLIGHTS and LILLIAN E. SLIGHTS,
individually and as tenants by the entirety, both of 429
North Geneva Street, Ithaca, New York,

parties of the first part, and
CORNELL UNIVERSITY, a corporation organized and existing
under the laws of the State of New York, and having its
principal place of business in the City of Ithaca, Tompkins
County, New York,

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

ONE and no/100 - - - - - Dollar (\$ 1.00)
lawful money of the United States, and other good and sufficient consideration
paid by the party of the second part, do hereby grant and release unto the
party of the second part, its successors
and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town
of Dryden, County of Tompkins and State of New York, and being a part
of Lot No. 71 in said town, bounded and described as follows: Commenc-
ing at an iron pipe in the north line of Lot No. 71, just north of the
point at which the Dodge Road turns to the west (said Dodge Road being
a highway running northerly from the Ellis Hollow Road); running thence
North 88° 13' East and along the north line of Lot No. 71, 1029.95
feet to an iron pipe at the northwest corner of premises conveyed by
the parties of the first part to Paul W. Gates and wife by deed re-
corded in the Tompkins County Clerk's Office in Liber 257 of Deeds at
page 134; running thence Southwesterly along the westerly line of said
Paul W. Gates and wife, 2670.96 feet to a point about 961.90 feet from
the center line of Ellis Hollow Road; thence South 85° 56' West 734.72
feet to the center of the Dodge Road at a point 752.9 feet, more or
less, northerly from the center of the Ellis Hollow Road; thence north-
erly along the center of the Dodge Road and a short distance beyond the
point where said Dodge Road turns to the west, a total distance of
2693.02 feet to the point or place of beginning.

It is the purpose of this deed to correct the description included
in a certain deed from the parties of the first part to the party of
the second part dated July 12, 1948 and recorded in Book 310 of Deeds
at page 524.

Subject to the rights of the public over that portion of the above described premises within the confines of Dodge Road.

This conveyance is made subject to a right of way agreement between Mrs. M.E. Snyder and New York State Electric Corporation recorded in Liber 215 of Deeds at page 171, also subject to an easement granted by the parties of the first part to New York State Electric and Gas Corporation recorded in Liber 291 of Deeds at page 13, and also subject to an easement granted by the parties of the first part herein to New York State Electric and Gas Corporation recorded in Liber 305 of Deeds at page 321.

Being a part of the premises conveyed to the parties of the first part by Myrtle Snyder by deed dated March 1, 1936 and recorded in the Tompkins County Clerk's Office in Liber 247 of Deeds at page 118.

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

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

And said Ernest W. Slights and Lillian E. Slights

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

Second, That said Ernest W. Slights and Lillian E. Slights will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 15 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In Presence of

Ernest W. Slights
Lillian E. Slights

BOOK 487 PAGE 256

State of New York } On this 12th day of September
County of TOMPKINS } ss. Nineteen Hundred and Sixty-one
before me, the subscriber, personally appeared

ERNEST W. SLIGHTS and LILLIAN E. SLIGHTS

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

Ida Gregg

Notary Public

IDA GREGG
Notary Public, State of New York
No. 4447388
Qualified in Tompkins County
My Commission Expires March 26, 1962

A true copy of the original recorded on the 27 day of
Sept, 1961 at 2:50 o'clock P.M. and examined.

B. F. Tobey
Clerk

6



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



The
University of the
Education  State of New York
Department

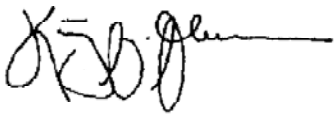
STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



Kathy A. Ahearn
Counsel and Deputy Commissioner
For Legal Affairs

EASEMENT AND RIGHT OF WAY

MADE this 2ND day of NOVEMBER, 2006

BETWEEN

LAURA A. MILLER, of 7 Dodge Road, Ithaca, New York 14850,
DAWN M. SMITH, of 1909 Slaterville Road, Ithaca, New York 14850,
DAREN W. MILLER, of 74 Dodge Road, Ithaca, New York 14580,
JAY P. MILLER, of 94 West Dryden Road, Freeville, New York 13068, and
LUCILLE H. MILLER, of 74 Dodge Road, Ithaca, New York 14850,
hereinafter referred to as "Grantor,"

and

CORNELL UNIVERSITY, an education corporation chartered by the State of New York, c/o Real Estate Department, Box D11-Real Estate, Ithaca, New York, 14853, hereinafter referred to as "Grantee."

WITNESSETH, that the Grantor, in consideration of One Dollar and 00/100 (\$1.00) dollar, lawful money of the United States, paid by the Grantee, does hereby grant, sell and convey unto the Grantee, its successors and assigns forever, a permanent **EASEMENT** and **RIGHT OF WAY** over, under, and across the following described parcel of land situate, lying and being in the Town of Dryden, County of Tompkins, and State of New York, to construct, operate, maintain, repair, relocate and replace and remove, underground natural gas pipeline and electric line within the easement area, more particularly described as:

A portion of Tax Parcel #67-1-33.J in the Town of Dryden, and being 65± feet in width, as shown on a survey map entitled "Survey Map Showing Proposed Permanent Easement To Be Granted To Cornell University, Town of Dryden, Tompkins County, New York" prepared by T. G. Miller, P.C., Engineers and Surveyors, Allen T. Fulkerson, L.L.S. No. 049269, dated August 30, 2006, a copy of which is attached hereto and recorded herewith, commencing at the easterly boundary of Grantor's property, said point also being in the present centerline of Dodge Road, and continuing westerly and northerly to the westerly boundary of Grantor's property, the southerly boundary of which easement shall run adjacent to the northerly boundary of the existing New York State Electric and Gas Corporation easement (479/825).

TOGETHER with the right of ingress and egress to and from said easement area, over and through said parcel, and the appurtenances and all the estate and rights of the

Grantor in and to said parcel as may be necessary or convenient for the full and complete use by the Grantee of this easement and right of way;

No buildings, structures or obstructions of any kind shall be placed, constructed or maintained by the Grantor within the easement area, nor shall there be filling over or adding to, and no removal of, the earth or surface thereof by the Grantor within the easement area without the written consent of Grantee.

The Grantee shall pay to Grantor actual damages which might arise to crops, building, drain tile and fences from the exercise of any of the rights herein granted to it. The Grantee shall fill in, regrade and reseed any areas disturbed by Grantee from the exercise of any of the rights herein granted to it.

The Grantee agrees to indemnify and hold the Grantor harmless against any claims, causes of action, judgments, or damages brought by or owned to third parties (including the reasonable cost and expense of defense thereof) as the result of, or arising out of, the grant of this easement or the use of this easement, or the construction or maintenance of Grantee's improvements within the easement, provided the same is not due to any fault of negligence of the Grantor and further that the Grantor shall notify the Grantee promptly and in a timely manner, of any such claims or causes of action and allow the Grantee to defend the same.

The Grantor shall use and enjoy the said lands subject to the conditions and provisions of this right of way grant, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever.

AND this grant is made by quit claim only, without any warranties express or implied; this conveyance is subject to the trust fund provisions of section thirteen of the lien law.

The word "Grantor" shall be construed as if it reads "Grantors" whenever the sense of this instrument so requires.

This instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, and cannot be changed in any way except in writing signed by the Grantor and a duly authorized agent of the Grantee.

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

On the 2nd day of November, in the year 2006, before me, the undersigned, personally appeared DAWN M. SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CASEY MCGOVERN
Notary Public, State of New York
No. 01MC6154926
Qualified in Tompkins County
Commission Expires January 23, 2010

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

On the 2nd day of November, in the year 2006, before me, the undersigned, personally appeared DAREN W. MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CASEY MCGOVERN
Notary Public, State of New York
No. 01MC6154926
Qualified in Tompkins County
Commission Expires January 23, 2010

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

On the 2nd day of November, in the year 2006, before me, the undersigned, personally appeared JAY P. MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CASEY MCGOVERN
Notary Public, State of New York
No. 01MC6154926
Qualified in Tompkins County
Commission Expires January 23, 2010



Notary Public

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

On the 1st day of November, in the year 2006, before me, the undersigned, personally appeared LUCILLE H. MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

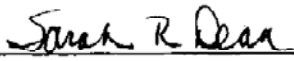


Notary Public

CASEY McGOVERN
Notary Public, State of New York
No. 01MC0154920
Qualified in Tompkins County
Commission Expires January 23, 2010

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

On the 25th day of October, in the year 2006, before me, the undersigned, personally appeared JOHN E. MAJERONI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Director, Real Estate Dept. of Cornell University, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument by authority of the Board of Trustees of said Cornell University.



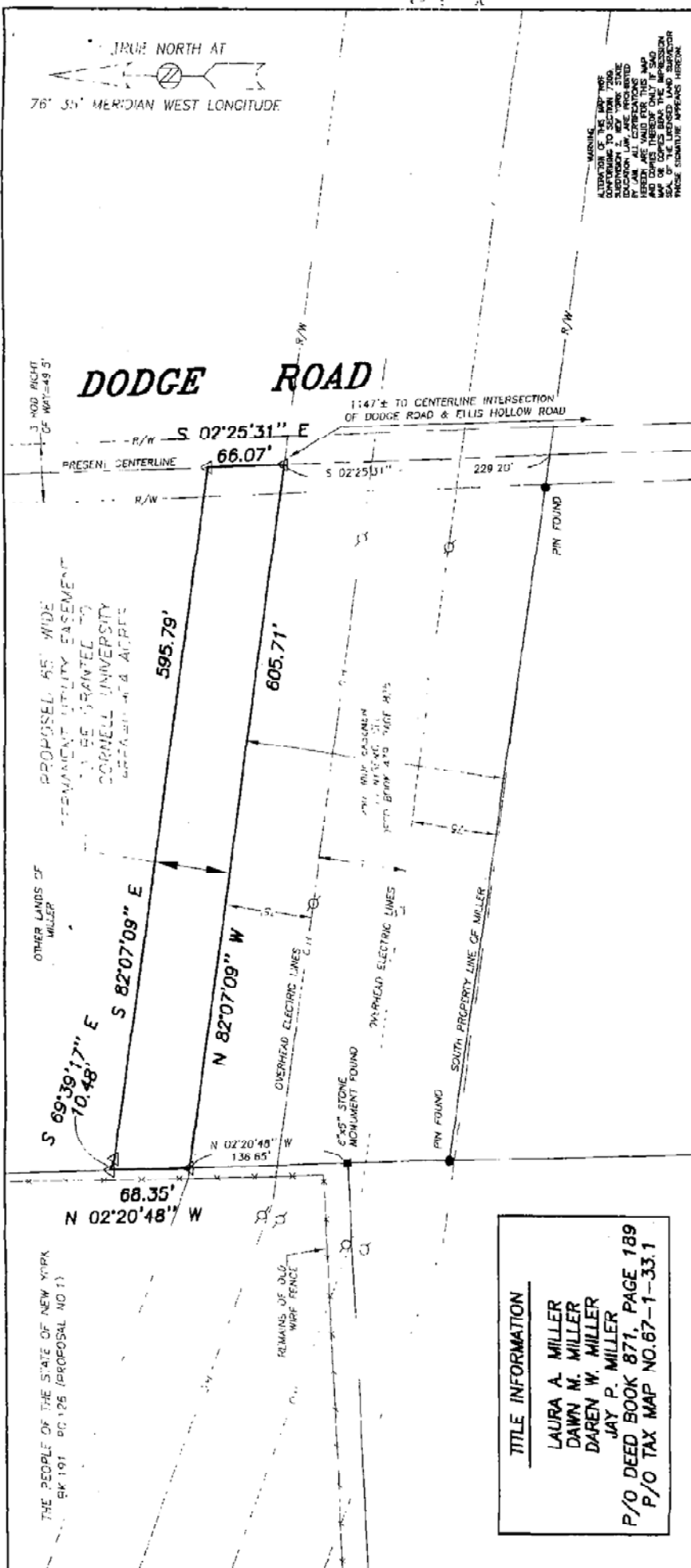
Notary Public

SARAH R. DEAN
Notary Public, State of New York
Qualified in Tompkins Co. No. 4800454
Commission Expires August 31, ~~2009~~

| | |
|--------------|----------------|
| SECTION | 67 |
| BLOCK | 1 |
| LOT | 33.1 (portion) |
| CITY OR TOWN | Dryden |

TRUE NORTH AT
76° 35' MERIDIAN WEST LONGITUDE

WARNING
ATTENTION TO THE MAP TYPING
SUBDIVISION 2 OF THE STATE
EDUCATION LAW ARE PROHIBITED
HEREIN. ANY REPRODUCTION
HEREOF ARE VALID FOR THE MAP
AND DEPICTS HEREBY ONLY IF SAID
REPRODUCTION IS MADE UNDER THE
SEA OF THE LICENSED LAND SURVEYOR
WHOSE SIGNATURE APPEARS HEREON.



**TITLE: SURVEY MAP
SHOWING PROPOSED PERMANENT EASEMENT
TO BE GRANTED TO
CORNELL UNIVERSITY**

TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK

DATE: 8/30/2006 SCALE: 1"=100'

T. G. MILLER P.C.
ENGINEERS AND SURVEYORS
203 NORTH AURORA STREET
ITHACA, NEW YORK 14850
TEL: (607) 272-6477

TITLE INFORMATION
LAURA A. MILLER
DAWN M. MILLER
DAREN W. MILLER
JAY P. MILLER
P/O DEED BOOK 871, PAGE 189
P/O TAX MAP NO. 67-1-33.1

CERTIFICATION
I hereby certify to
that I am a licensed land surveyor, New York State License
No. 049269, and that this map correctly delineates an
actual survey on the ground made by me or under my direct
supervision and that I found no visible encroachments other
than those property lines except as shown hereon.

SIGNED: *T.G. Miller* DATED: 8/30/06

8



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
524858-002

No. of Pages: 1
Delivered By: TOMPKINS COUNTY OF

Receipt No: 524858
Return To:
TOMPKINS COUNTY ATTY

DATE: 04/22/2008

Time: 02:14 PM

Document Type: MISC RECORDS

Parties To Transaction: CU - TOMPKINS COUNTY

Deed Information

Mortgage Information

| | |
|--------------------------------------------|----------------------|
| Consideration | Mortgage Amount |
| Transfer Tax | Basic Mtge. Tax: |
| RETT No | Special Mtge. Tax: |
| County Transfer Tax: | Additional Mtge. Tax |
| State of New York 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 cursive script, appearing to read "Kathy A. Ahearn".

Kathy A. Ahearn
Counsel and Deputy Commissioner
For Legal Affairs

9



Aurora R. Valenti
TOMPKINS COUNTY CLERK

Instrument Number
532692-001

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

No. of Pages: 2
Delivered By: SCHWERZMANN & WISE
Receipt No. 532692
Return To: ENV
DATE: 10/03/2008
Time: 11:33 AM
Document Type: EASEMENT/LEASE
Parties To Transaction: CU - CAMPOS

Deed Information

Mortgage Information

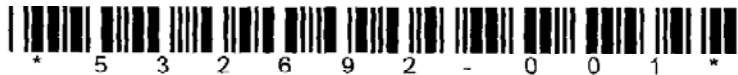
Consideration: \$0.00
Transfer Tax: \$0.00
RETT No: 00460
County Transfer Tax: \$0.00
State of New York
Tompkins County Clerk

Mortgage Amount
Basic Mtge. Tax:
Special Mtge. Tax:
Additional Mtge. Tax:
Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk



DEED OF EASEMENT WITH
COVENANTS AGAINST GRANTOR'S ACTS

THIS INDENTURE made the 9 day of July, 2008, between CORNELL UNIVERSITY, an education corporation chartered by the State of New York, c/o Real Estate Department, Box DH-Real Estate, Ithaca, New York 14853, the "Grantor", and ROSEMARY G. CAMPOS of 251 Fairlawn Drive, Berkley, California 94708, and ANNETTE R. SHIMER, of 1609 Terrie Drive, Pittsburgh, Pennsylvania 15241, as Co-Trustees of the Paul W. Gates Trust u/a dated June 11, 1997, "Grantee" (or the "Gates Trust").

WHEREAS, Grantee owns land located in the Town of Dryden, Tompkins County, New York designated as tax parcel 67.-1-27.2 (attached as Exhibit A) on which it intends to convey an easement to the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D.C. (hereinafter referred to the "United States"; the acquiring agency being the Natural Resources Conservation Service, or "NRCS") under the Wetlands Reserve Program as authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837) (the "Wetland Easement"); and

WHEREAS, pursuant to the rights granted by the Wetland Easement, the United States will construct a wetland on the property of the Gates Trust; and

WHEREAS, the Gates Trust and the United States have requested that Grantor provide an easement over its lands to permit Grantee and its assigns access to the Wetland; and

WHEREAS, Grantor is willing to grant the requested access easement on the terms set forth herein.

WITNESSETH that the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and its assigns forever:

A permanent easement for ingress and egress running east from Dodge Road to the wetland located upon the lands of the Gates Trust over the following described land (the "Easement Area"):

BEGINNING at the intersection of the east line of Dodge Road and the north line of Grantor's premises (Liber 310 of Deeds at page 524; Town of Dryden tax parcel number 67.-1-3);

THENCE south along the east line of Dodge Road a distance of 20 feet;

THENCE east on a line parallel to the north boundary of said premises of Grantor and 20 feet southerly therefrom until such line intersects with the west boundary of said lands of the Gates Trust;

THENCE north along the west boundary of said lands of the Gates Trust to the north line of said premises of Grantor;

THENCE west along the north boundary of said premises of Grantor to the point of place of beginning.

SUBJECT TO:

1. The following conditions and covenants running with the land: (1) that no permanent drive or road shall be located in the Easement Area; and (2) Grantee shall promptly repair any damage it causes to the surface of the property within the Easement Area.

2. The following easements given to New York State Electric & Gas Corporation for overhead pole lines along Dodge Road: (a) dated July 1, 1928 and recorded August 17, 1928 in Liber 215 of Deeds at page 171; and (b) dated April 24, 1946 and recorded August 17, 1946 in Liber 291 of Deeds at page 13.

Said Easement Area is located on the northernmost portion of lands conveyed to Grantor by deed from Ernest W. Slights and Lillian E. Slights dated July 12, 1948 and recorded July 14, 1928 in Liber 310 of Deeds at page 524.


Town of Dryden tax parcel number 67.-1-3.

TO HAVE AND TO HOLD the easement herein granted unto the Grantee and its assigns forever.

AND the Grantor covenants as follows: (1) that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever and (2) that this deed is subject to the trust fund provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, this deed has been duly executed as of the date first above written.

CORNELL UNIVERSITY

By: 
Stephan E. Lauzier

Its: Director, Cornell University Real Estate

STATE OF NEW YORK)
) SS.:
COUNTY OF Tompkins)

On the 9 day of July in the year 2008 before me, the undersigned, personally appeared Stephan E. Lauzier, personally known or proven to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

TERI L WHITMORE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WH6174287
Qualified in Tioga County
Commission Expires September 17, 2011


NOTARY PUBLIC

10



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
560734-002

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

Receipt No. 560734

Date: 06/23/2010

Time: 04:27 PM

Document Type: MISC RECORDS

Parties To Transaction: CORNELL UNIVERSITY

Town/City:

Delivered By:
HARRIS BEACH LLP

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

Deed Information

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No

State of New York
Tompkins County Clerk

Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education Department



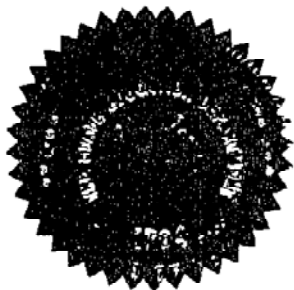
STATE OF NEW YORK)

§§.1

COUNTY OF ALBANY)

I, Erin M. O'Grady-Parent, Acting 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 12th day of April, 2010.



Erin M. O'Grady-Parent

Erin M. O'Grady-Parent
Acting Counsel and Deputy Commissioner
For Legal Affairs

11



Aurora R. Valenti
TOMPKINS COUNTY CLERK

Instrument Number
592366-001

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

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.



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

12



Aurora R. Valenti
TOMPKINS COUNTY CLERK

Instrument Number
595255-002

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

No. of Pages: **01**
(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:

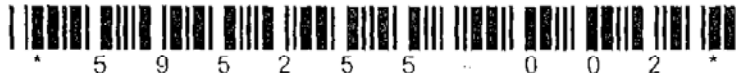
Mortgage Serial No.:

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.



* 5 9 5 2 5 5 0 0 2 *

13



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

14



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 on 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 318 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

15



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 #: 2013-13459

State of New York
County of Tompkins

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

Tompkins County Clerk

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

c

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

16



Tompkins County Clerk Recording Page

Return To

PRECISION ABSTRACT
BOX

Aurora R. Valenti, County Clerk

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

Document Type: **MISC**

Receipt Number: 14-65670

| |
|--------------------|
| Party 1 |
| CORNELL UNIVERSITY |

| |
|----------------|
| Party 2 |
| |

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

| |
|--------------------------|
| Instrument #: 2014-07583 |
|--------------------------|

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
Education Department



STATE OF NEW YORK)

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 15th day of November, 2013.



Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs

11



Tompkins County Clerk Recording Page

Return To
HINES & ALLEN

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

Document Type: **MISC**

Receipt Number: 15-99483

| |
|----------------------|
| Party 1 |
| TRAUTWEIN, RICHARD J |

| |
|----------------|
| Party 2 |
| |

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

| |
|--------------------------|
| |
| Instrument #: 2015-09447 |

| |
|------------------|
| Refers To |
| deed |

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
 Education  Department

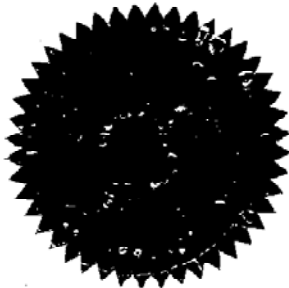
STATE OF NEW YORK)
) ss.:
 COUNTY OF ALBANY)

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

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

Richard J. Trautwein

Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs



18



Tompkins County Clerk Recording Page

Return To
MAZZA & MAZZA

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

Document Type: **MISC**

Receipt Number: 16-132765

| |
|-------------------------------------|
| Party 1 |
| UNIVERSITY OF THE STATE OF NEW YORK |

| |
|----------------|
| Party 2 |
| |

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

| |
|--------------------------|
| |
| Instrument #: 2016-07874 |

| |
|---------------------------|
| Refers To |
| SURRENDER & MEMO OF LEASE |

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

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

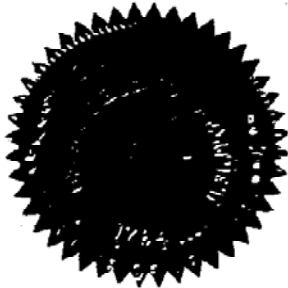
STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



Richard J. Trautwein

Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs

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). 1** 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 **5-28-1941** 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 12**; 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. Reem

Authorized Officer

stewart title

Real partners. Real possibilities.™

ITHACA OFFICE
310 North Aurora Street
Ithaca, NY 14850
Tel. (607)272-6644
Fax. (607)273-5892
E-mail: ithaca@stewart.com

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

| INVOICE | |
|---------------|-----------|
| Bill Date | 3/1/2017 |
| Post Date | |
| Invoice No. | 373546261 |
| 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. 37-354626

Abstract / Title Ins No. 24559

Seller

Buyer/Borrower

Property 0 TURKEY HILL RD, Town of DRYDEN TOWN, TOMPKINS County

0 TURKEY HILL RD, Town of DRYDEN TOWN, TOMPKINS County

Cust. Reference:

SERVICES PROVIDED

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

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

February 28, 2017

Search#: 6,856 - 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 67.-1-4 | Prior ID: | |
| Assessment: | \$75,000.00 | Location: | Turkey Hill Rd |
| Property class: | 120 Field crops | Exemptions: | |
| School district: | 500700 Ithaca City | | |

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

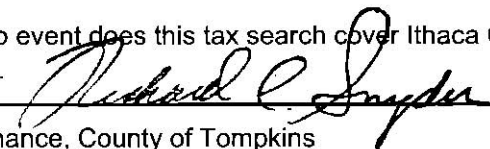
In hands of Collector 2017 County/Town taxes

| <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

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

February 28, 2017

Search#: 6,855 - 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 67.-1-7.2 | Prior ID: | |
| Assessment: | \$596,000.00 | Location: | Turkey Hill Rd |
| Property class: | 613 College/univ | Exemptions: | |
| School district: | 500700 Ithaca City | | |

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

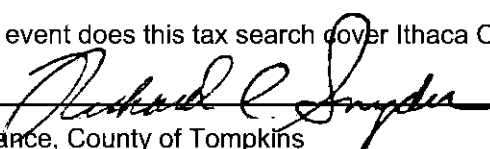
In hands of Collector 2017 County/Town taxes

| <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

386

DEEDS NO. 260

WITH THE APPURTENANCES and all the Estate, title and Interest therein of the said party of the first part. And the said Jennie P. Marsh does hereby covenant and agree to and with the said parties of thesecond part, their heirs and assigns, that the premises thus conveyed in the quiet and peaceable possession of the said parties of thesecond part, their heirs and assigns will forever WARRANT AND DEFEND against any person whosoever lawfully claiming the same or any part thereof of above premises.

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

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

Jennie P. Marsh

L.S.

On this 31 day of May in the year One thousand nine hundred and 41 before me, the subscriber, personally appeared Jennie P. Marsh to me personally known to be the same person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

Henry D. Keyser, Notary Public.

Recorded June 3, 1941 at 11:15 A.M.

H. D. Keyser CLERK

Alice Dunsford Pearson : THIS INDENTURE, Made the 29th day of May Nineteen Hun-
to : dred and forty-one. BETWEEN Alice Dunsford Pearson widow residing
Cornell University. : at 3700 Massachusetts Avenue, N.W., Washington, D. C., party of
-----X the first part, and CORNELL UNIVERSITY a corporation organized
and existing under the Laws of the State of New York, and having its principal office in the
City of Ithaca, New York, party of thesecond 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 successors and assigns forever,

ALL OF THE FOLLOWING PIECES OR PARCELS OF LAND situated in Military Lot #71 in the town of Dryden, County of Tompkins and State of New York, more particularly bounded and described as follows:

Beginning at a point four (4) chains forty seven (47) links from the northeast corner of said Lot (71) south in center of road and running west four (4) chains forty-seven (47) links; thence north four (4) chains forty seven (47) links; thence west twenty three (23) chains fifty three (53) links; thence south thirteen (13) chains seventy five (75) links; thence east twenty eight (28) chains to center of road; thence north along center of said road nine (9) chains twenty eight (28) links to the place of beginning, being thirty-six and one half (36 1/2) acres of land and being the same premises conveyed to Raymond A. Pearson by Addie I. McKinney by deed dated October 1, 1914 and recorded October 19, 1914 in Book 183 of Deeds at page 306 in the Office of the Clerk of Tompkins County.

ALSO THAT OTHER PART OF SAID MILITARY Lot #71 described as follows: Beginning at the east line of said lot #71 and at the northeast corner of lands now or formerly owned by Inomas Kellogg; running thence west along the lands of said Kellogg twenty eight (28) chains and thirty seven (37) links; thence north parallel with the east line of said Lot #71 to lands owned and occupied by the heirs of William W. Snyder; thence east along the south line of said land to the east line of said Lot #71; thence south to the place of beginning, containing fifty-four and one-half (54 1/2) acres of land be the same more or less. Being the same premises described in a deed of conveyance from Philip S. Snyder and wife to Ambrose Bull dated March 27, 1890 and recorded in Tompkins County Clerk's Office in Liber 137 of Deeds, page 188; which

same premises were conveyed with other property by the said Ambrose S. Bull and Sarah J. Bull, his wife, to Raymond A. Pearson by deed dated January 2, 1907 and recorded in the Office of the Clerk of Tompkins County on the same date and recorded in Book 167 of Deeds at page 165.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate lying and being in Military Lot #72 in the Town of Dryden, County of Tompkins and State of New York, more particularly described as follows: Beginning in the center of the highway running north and south between Lot #71 and Lot #2 and at the northwest corner of lands formerly owned by Claude Snyder, running thence north along the center of said highway to a line running east and west midway between the lands formerly owned by Abel Lawrence and lands owned by the heirs of William W. Snyder, thence east to the lands formerly owned by Lewis English, thence south along said English west line to lands formerly owned by Claude Snyder, thence west to the place of beginning, containing twenty (20) acres of land, be the same more or less, and being the premises conveyed by Alfred Lanekin, his wife, to Raymond A. Pearson April 30, 1919, which deed was recorded in the Tompkins County Clerk's Office on the 30th day of April 1919 in Liber 192 of Deeds at page 306.

ALSO THOSE TRACTS OR PARCELS OF LAND situate lying and being in Military Lot #62 in the Town of Dryden, County of Tompkins and State of New York, bounded as follows: On the east by lands now or formerly owned by Nathaniel Bouton; south by the south line of said Lot #62; north by the north line of subdivision #5, of which the piece herein intended to be conveyed is a part and extends far enough west to contain twenty (20) acres of land.

ALSO THAT OTHER PARCEL in said being twenty (20) acres of land bounded on the east by lands formerly owned by Jacob J. Shaver; south by land now or formerly owned by Henry Snyder; west by Snyder's land and lands formerly owned by David June; and north by lands now or formerly owned by Thomas S. McWhorter; the two parcels of land last above described being the same premises conveyed by deed dated March 25, 1893, from William B. Schutt and wife to Ambrose Bull and recorded in Tompkins County Clerk's Office in Liber 140 of Deeds at page 92; which same premises were conveyed with other property by Ambrose S. Bull and wife to Raymond A. Pearson by deed dated January 2, 1907 and recorded on the same date in the Office of the Clerk of Tompkins County in Book 167 of Deeds at page 165.

All of the foregoing premises are conveyed subject to a right of way one hundred (100) feet in width granted across the said premises to the New York State Electric and Gas Corporation by deed of Raymond A. Pearson and Alice D. Pearson dated August 30, 1929 and recorded in Book 219 of Deeds at page 166 in the Office of the Clerk of Tompkins County.

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 part_ of the second part, its successors 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;

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

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

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

In Presence of
Caesar L. Aiello U.S.I.R.
\$11.00

Alice Dunsford Pearson

L.S.

388

DEEDS No. 260

DISTRICT OF COLUMBIA, ss

On this 29th day of May Nineteen Hundred and Forty-one, before me, the subscriber, personally appeared Alice Dunsford Pearson to me personally known and known to me to be the same person described in and who executed the within instrument and she acknowledged to me that she executed the same.

Elizabeth Maynard, Notary Public, D.C. SEAL

DISTRICT OF COLUMBIA, ss

NO 118452

I, CHARLES E. STEWART, Clerk of the District Court of the United States, for the District of Columbia, the same being a Court of Record having by law a seal, do hereby certify that Elizabeth Maynard before whom the annexed instrument in writing was executed and whose name is subscribed thereto was at the time of signing the same a Notary Public in and for said District duly commissioned and sworn and authorized by the laws of said District to take the acknowledgment and proof of deeds or conveyances of lands, tenements or hereditaments and other instruments in writing to be recorded in said District and to administer oaths, and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said instrument and impression of seal thereon are genuine, after comparison with signature and impression of seal filed in this office.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Court at the City of Washington, D. C., the 31 day of May A. D. 1941.

CHARLES E STEWART, Clerk
By H. B. Ditzberg, Assistant Clerk. SEAL.

Recorded June 3, 1941 at 1:35 P.M.

H. B. Ditzberg CLERK

PRESENT: FITCH H. STEPHENS
Special Surrogate

At a Surrogate's Court held in and for the County of Tompkins, at the Court House in the City of Ithaca, New York, on the 31st day of May 1941.

-----X
In the Matter of the Application of Tompkins County Trust Company and Louise M. Blood as executrix of the Last Will and Testament of Charles H. Blood, Late of the Town of Ithaca, Tompkins County, New York, deceased, for sale of certain real property.

D E C R E E

-----X
The Tompkins County Trust Company and Louise M. Blood executors of the Last Will and Testament of Charles H. Blood, late of the town of Ithaca, County of Tompkins and State of New York, deceased, having heretofore duly presented to the Surrogate of the County of Tompkins a petition verified on or about the 22nd day of June 1938 and a petition verified on or about the 28th day of July 1939, both of which said petitions were thereafter filed in the office of the Surrogate of Tompkins County, setting forth facts showing the decedent died seized of a large number of parcels of productive and unproductive real estate, and citations to all parties concerned therein having been issued out of said Court in both proceedings and C. Tracy Stagg having been appointed Special Guardian of two certain infants, John McGregor Clark and Charles Blood Clark, and evidence having been given before said Surrogate of the conditions and circumstances involved in said estate, and decree having been issued out of this Court on the 30th day of August 1938 in the first proceeding and on the first day of November 1939 on the second proceeding and which said decrees provided in part that the proceedings taken in said matter be continued until further order of this Court;

And the said executors in this estate having now presented a supplemental petition verified on the 29th day of May 1941, setting forth that for the benefit of the estate it was advisable



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:

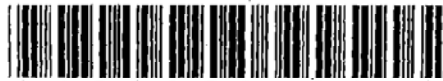
State of New York
Tompkins County Clerk

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 *

The
University of the
Education  State of New York
Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



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

Kathy A. Ahearn
Counsel and Deputy Commissioner
For Legal Affairs



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
524858-002

No. of Pages: 1
Delivered By: TOMPKINS COUNTY OF

Receipt No: 524858
Return To:
TOMPKINS COUNTY ATTY

DATE: 04/22/2008

Time: 02:14 PM

Document Type: MISC RECORDS

Parties To Transaction: CU - TOMPKINS COUNTY

Deed Information

Mortgage Information

Consideration

Mortgage Amount

Transfer Tax

Basic Mtge. Tax

RETT No

Special Mtge. Tax

County Transfer Tax

Additional Mtge. Tax

State of New York

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) 274-5431
Fax: (607) 274-5445

Instrument Number
560734-002

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

Receipt No. 560734

Date: 06/23/2010

Time: 04:27 PM

Document Type: MISC RECORDS

Parties
To Transaction: CORNELL UNIVERSITY

Town/City:

Delivered By:
HARRIS BEACH LLP

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

Deed Information

Taxable Consideration:

State Transfer Tax:

County Transfer Tax:

RETT No

State of New York
Tompkins County Clerk

Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education Department



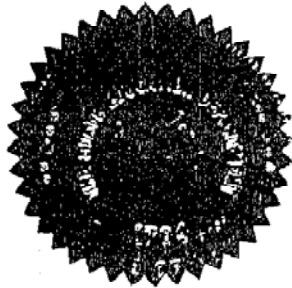
STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

I, Erin M. O'Grady-Parent, Acting 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 12th day of April, 2010.



Erin M. O'Grady-Parent

Erin M. O'Grady-Parent
Acting Counsel and Deputy Commissioner
For Legal Affairs



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

Mortgage Information

Taxable Consideration:

Taxable Mortgage Amount:

State Transfer Tax:

Basic Mortgage Tax:

County Transfer Tax:

Special Mortgage Tax:

RETT No.:

Additional Mortgage Tax:

Local Mortgage Tax:

State of New York
Tompkins County Clerk

Mortgage Serial No.:

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

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education  Department

STATE OF NEW YORK)

ss.:

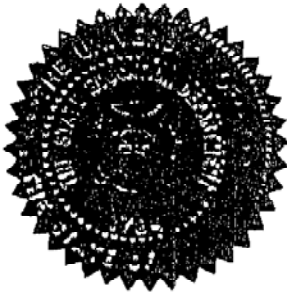
COUNTY OF ALBANY)

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

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

Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs





Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
595255-002

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

Date: 08/02/2012

Time: 04:16 PM

Document Type: MISC RECORDS

Parties
To Transaction: UNIVERSITY OF THE STATE OF NEW YORK

Town/City:

Delivered By:
SCHLATHER, STUMBAR, PARKS & SALK

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

Deed Information

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:

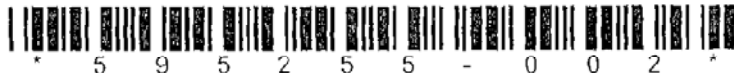
Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 310-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



The University of the State of New York
Education  Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs





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



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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
Education Department

STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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



Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs



Tompkins County Clerk Recording Page

Return To

THALER & THALER

Aurora R. Valenti, County Clerk

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

Document Type: **MISC**

Receipt Number: 13-41566

| |
|--------------------|
| Party 1 |
| CORNELL UNIVERSITY |

| |
|----------------|
| Party 2 |
| |

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

| |
|--------------------------|
| Instrument #: 2013-13459 |
|--------------------------|

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
Education Department



STATE OF NEW YORK)

ss.:

COUNTY OF ALBANY)

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

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

Richard J. Trautwein
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: 14-05670

| |
|--------------------|
| Party 1 |
| CORNELL UNIVERSITY |

| |
|----------------|
| Party 2 |
| |

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

| |
|---------------------------------|
| Instrument #: 2014-07583 |
|---------------------------------|

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
Education Department

STATE OF NEW YORK)

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 15th day of November, 2013.



Richard J. Trautwein

Richard J. Trautwein
Counsel and Deputy Commissioner
For Legal Affairs



Tompkins County Clerk Recording Page

Return To
HINES & ALLEN

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

Document Type: **MISC**

Receipt Number: 15-99483

| |
|----------------------|
| Party 1 |
| TRAUTWEIN, RICHARD J |

| |
|----------------|
| Party 2 |
| |

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

| |
|--------------------------|
| |
| Instrument #: 2015-09447 |

| |
|------------------|
| Refers To |
| deed |

State of New York
County of Tompkins

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

Tompkins County Clerk

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

Do Not Detach

The University of the State of New York
Education Department



STATE OF NEW YORK)

ss.:

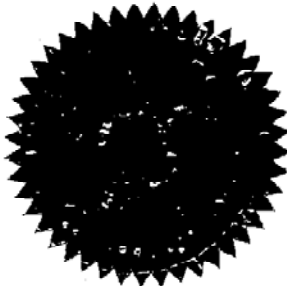
COUNTY OF ALBANY)

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

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



Richard J. Trautwein
 Counsel and Deputy Commissioner
 For Legal Affairs





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

| |
|--------------------------|
| Party 2 |
| |
| |
| 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

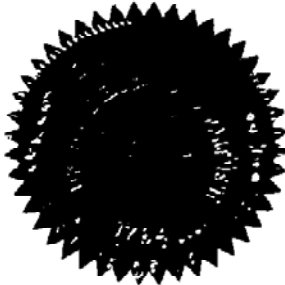
STATE OF NEW YORK)
) ss.:
 COUNTY OF ALBANY)

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



1866 Historical Atlas

