

AGREEMENT IN REFERENCE TO THE
SALE OF FOREST LANDS TO THE
STATE OF NEW YORK.

(Chapter 569, Laws of 1916 and Chapter 146,
Laws of 1917, as amended)

Proposal No. 28.

WHEREAS, the undersigned is the owner of certain lands hereinafter described and has offered the same for sale to the People of the State of

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1426 New York, through the Conservation Commission, for state park purposes, and

WHEREAS, said Conservation Commission has made a physical examination of said lands and of the timber thereon and has offered the undersigned the price of \$4.00 per acre,

1427 NOW THEREFORE, the undersigned Durey Land & Lumber Co. whose post-office address is Green Lake, County of Fulton, N. Y. owner, hereby agrees to sell and convey, by warranty deed, free and clear from any and all liens and incumbrances to the People of the State of New York, said lands hereinafter described for the sum of \$4.00 per acre. Said deed to be delivered when the undersigned is notified by letter, from the Attorney General, directed to the undersigned at the aforesaid address, demanding said deed.

1428 IT IS FURTHER AGREED that this agreement shall be subject to the approval of the Commissioners of the Land Office as to purchase, and subject to the approval of the Attorney General as to title, and of the Comptroller as to description and area.

It is understood that the title to the lands hereby offered for sale is subject to examination and approval by the Attorney General, and that the undersigned will cooperate with the Attorney General and submit to him all title papers which he has, and obtain and furnish additional information and papers whenever required by the Attorney General, including affidavits, convey-

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ances and releases. If the undersigned has no search or abstract of title of said lands, same is to be procured by the State. 1429

IT IS FURTHER AGREED that if this agreement is not approved by the Commissioners of the Land Office, or if the title to said lands is not approved by the Attorney General, or if the description and area is not approved by the Comptroller, this agreement shall be null and void.

IT IS FURTHER AGREED that the undersigned will pay and discharge all taxes and assessments against said lands to the time of the recording of the conveyance thereof to the State and that no interest on the purchase money here expressed shall be allowed to the undersigned on the consideration herein expressed. 1430

The lands referred to are described as follows:

“All those tracts or parcels of land situated, bounded and described as follows:

FULTON COUNTY

GLEN, BLEECKER & LANSING'S PATENT 1431

Lot 60

All that certain piece or parcel of land situate in the town of Caroga, County of Fulton and State of New York, being a part of lot sixty of the Glen, Bleecker & Lansing Patent, and being bounded and described as follows: Commencing at the corner of lots fifty-one, fifty-two, sixty and sixty-one, being the north-

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1432 east corner of lot sixty, and running thence southerly along the east line of lot sixty 102 chains to the southeast corner of said lot; thence westerly along the south line of said lot 104 chains to the southwest corner thereof at Point Breeze; thence northerly along the west line of said lot 102 chains to the northwest corner thereof; thence easterly along the north line of said lot 100 chains to the point of beginning; containing 1040.40 acres of land, more or less.

1433 Excepting out of the lands above described the following parcels:

1. All that parcel of land described as follows: Commencing at a point on the line between lots sixty and sixty-one 47 chains westerly from the corner of lots fifty-one, fifty-two, sixty and sixty-one, and running thence southerly at right angles to the lot line 19.50 chains; thence westerly parallel with said lot line 38 chains; thence northerly at right angles to the lot line 19.50 chains to the north line of said lot; thence easterly along the north line of said lot 38 chains to the point of beginning; containing 74.10 acres of land, more or less.

2. All that parcel of land described as follows: Beginning at the hemlock tree blazed on four sides on the south shore of Green lake standing about 8 rods westerly of the Mills cottage; and runs thence south 5° E. 5.00 chains; thence north 85° E. 8.40 chains; thence north 40° E. 8.50 chains; thence north

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5° W. 13.00 chains; thence north 70° W. 16.17 1435
 chains; thence south 85° W. to the northeast
 corner of lot 429 of the Mud Lake Allotment,
 as shown on the revised map of the Ausker-
 ada Park filed in the Fulton County Clerk's
 office on January 20, 1906, said point being
 in the center of the road leading from Wheel-
 erville to Arietta; thence northwesterly along
 the center of said road until the same is in-
 tersected by the center of the road leading
 southwesterly to Point Breeze; thence south-
 westerly along the center of said Point Breeze 1436
 road to the rear line of the Mud Lake Allot-
 ment, as shown on the revised map of the
 Auskerada Park; and runs thence westerly
 along the rear line of said Mud Lake Allot-
 ment to the northwest corner thereof; thence
 southerly along the westerly line of said Mud
 Lake Allotment to a point in the center of
 Mud Lake Outlet; thence southerly in a
 straight line to the northwest corner of Lot 7,
 as shown on 'Simons & Van Ness Map of Cot- 1437
 tage Lots on Maple and Spruce Points', filed
 on December 7, 1887; and runs thence south-
 easterly along the rear line of the last named
 allotment to the northwest corner of lot one
 of said allotment; thence southerly along
 the west line of said lot one to the lot line
 between Great Lots Sixty-five and Sixty-six;
 thence easterly along the lot line between
 Great Lots Sixty-five and Sixty-six, and
 Great Lots Sixty and Fifty-nine to the shore
 of East Canada Lake; thence northerly and

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1438 easterly along the shore of East Canada Lake to its junction with Green Lake; thence northerly, northeasterly, southeasterly and southwesterly along the shore of Green Lake to the point of beginning; containing 235.34 acres of land, be the same more or less.

3. Excepting also lots 300, 301, 302 and 303 and the land lying between the front of said lots and the shore of East Canada Lake, as said lots are shown on the revised map of Auskerada Park, filed January 20, 1906 in the office of the Clerk of Fulton County, N. Y., said lots together being about 440 feet deep from the lake shore to the rear line, and together 300 feet wide north and south, and containing about 3.03 acres of land.

1439 4. The land under the waters of East Canada and Green Lakes lying within said lot Sixty, and containing 141.56 acres of land.

5. Excepting also the lands embraced within the existing highway leading through said lot 60 to Arietta, being 3 rods wide and containing about 4.30 acres, more or less, the fee of which is not conveyed, but the right to the public to use and cross the same in common with the owner and to improve and maintain the same as a public highway is hereby conveyed.

1440 Said lot containing, after deducting the exceptions above noted, 582.07 acres of land.

Subject to the perpetual right, privilege, and easement of the East Creek Electric Light and Power Company to construct, maintain

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and operate, and from time to time as may be necessary to rebuild a dam across the outlet of Lily Lake, so called, and to raise thereby the waters in East Canada Lake, West Canada Lake, Lily Lake and Green Lake, and the inlets and outlets thereof, with the perpetual right, to flood by means of said dam the lands, lakes and ponds connected with said Lily Lake, to the height specified in certain agreements between the Lumber Company and Nelson H. Anibal and others owning certain parcels of land adjoining said lakes, dated August 2, 1912 and recorded February 21, 1913, in book 136 of Deeds at page 468, granting to said Durey Land and Lumber Company the right to raise the waters of said lakes as affecting said parcels so owned by them; and to store and maintain the waters thereof at said level as the Power Company may from time to time desire, thereby flooding the lands of the Lumber Company; and to draw down the waters thereof from time to time as the Power Company may desire, to a level not lower than one foot above the low water mark, as specified in said agreement with Nelson H. Anibal and others, together with the further right to flood the lands above conveyed adjacent to said waters to such an additional height at any time as may be desired by the Power Company, by said dam or by the erection of a dam at any point upon lands of the Lumber Company, or upon lands which may be acquired or controlled by the Power Com-

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- 1444 pany, together with the perpetual right and easement at all times to raise the waters of said connecting lakes and inlets and outlets thereof to the height, and to draw down the same to the level, as specified in said agreements between the Lumber Company and Nelson H. Anibal and others, so owning land adjoining said lakes, and the right to exercise such rights upon and over the land of the Lumber Company, together with the same rights above set forth to flood said lands and
- 1415 raise and lower the waters of said lakes and the inlets and outlets thereof by means of a dam or dams upon lands of other parties, the same as if said dam was constructed upon the lands of the Lumber Company.

The above includes the rights excepted in deed from Alfred Dolge to Caroga Land Company recorded in Book 101 of Deeds at page 45."

GENERAL RESERVATIONS.

- 1446 Subject to the right of the East Creek Electric Light & Power Co. to use all earth, rocks, lands and materials, except timber, upon the above described lands for the purpose of constructing, repairing, or replacing the dams of said Power Company on lands now or formerly of the Durey Land and Lumber Company, provided that the same shall not be taken from any place where it will cause unnecessary or unusual damage, nor immediately adjacent to the shore of any lake or pond, or within 100 feet of any building.

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Also, subject to the right of the East Creek Electric Light & Power Co. its successors and assigns, to use the roads and driveways now existing on and over the above described lands to each of the dam sites of said Company on lands now or formerly of the Durey Land and Lumber Company, together with the right to maintain said driveways and the right to use said roadways or driveways for both persons and vehicles in passing to and from said dams, together with the right to go over, upon and across, and to use the lands adjoining each and every one of said dams for the purpose of constructing, maintaining, inspecting and repairing the same from time to time as may be necessary. 1117
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Also, subject to the right of the East Creek Electric Light & Power Co. to construct, maintain and operate a hydroelectric plant for the generation of electricity at the dam site above excepted, and build, maintain, repair, enlarge or modify any or all structures, fixtures or appliances in connection therewith, and to also erect poles, wires and transmission lines for the transmission of electricity from or to any of its dams or works across and over the lands above conveyed wherever such works may be located, subject to the payment by the Power Company of all actual damages caused by the construction of a transmission line or lines. 1449

The foregoing descriptions of lands and parcels excepted therefrom are made in accordance with survey made for the State of New York by J. B.

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1450 and B. H. Koetteritz and map thereof dated August 1918 on file in the office of the Conservation Commission and numbered 981, 1095 and 1096,

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 2 day of December, 1918.

DUREY LAND & LUMBER CO. L. S.
 By CYRUS DUREY, Pres. L. S.
 (Seal) Owner

1451 GEO. D. PRATT,
 Conservation Commissioner.

State of New York, }
 County of Fulton. } ss. :

1452 On this 3rd day of December, in the year Nineteen Hundred and eighteen, before me personally came CYRUS DUREY, to me known who, being by me duly sworn, did depose and say that he resides in the Town of Caroga, County of Fulton and State of New York; that he is the President of Durey Land & Lumber Company, the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ALFRED D. DENNISON,
 Notary Public, Fulton Co., N. Y.