

RECEIPT

Little Falls, N.Y., April 28, 1924.

Received from the Adirondack Power and Light Corporation the sum of Five Hundred Dollars (\$500.00) in full satisfaction of all claims of every kind, name or nature, now or either of us, our heirs, executors or assigns, now have or may hereafter have against the said Adirondack Power and Light Corporation, its successors or assigns, on account of any damage done to our land and property situate on the Canada Lakes, Town of Caroga, Fulton County, New York, caused by the flooding of any of our land and premises situate on the said Canada Lakes, or by the raising and lowering the level of said Canada Lakes; and in consideration of the said sum of Five Hundred Dollars (\$500.00) it is further agreed and understood by and between the said Adirondack Power and Light Corporation, and undersigned Johan D. Frederiksen and Mattie M. Frederiksen, his wife, that the said

sum of Five Hundred Dollars (\$500.00) covers and includes all damages of every name or nature which we, or either of us, our heirs, successors or assigns, may hereafter have or sustain at any time in the future, by reason of the flooding of any of our lands and premises in the said town of Caroga, Fulton County, New York, situate on the said Canada Lakes, up to the height or elevation known as the red line, or the Seidel line, the same being the line located on the ground by one Seidel for Alfred Dolge, and recently relocated and marked upon the ground by the said Adirondack Power and Light Corporation or by the raising or lowering of the water of said lakes to a level not to exceed said red line.

The said red line above mentioned is the same red line mentioned and described in the agreement between Nelson H. Anibal and others owning land on the said Canada Lakes, with the Durey Land and Lumber Company, dated August 2nd, 1912, and recorded in the Office of the Clerk of Fulton County on the 21st day of February, 1913, in Book 136 of Deeds at page 468, and said agreement is hereby ratified and confirmed, and the said Five Hundred Dollars (\$500.00) includes all damages that may hereafter be occasioned by the raising or lowering of the waters as in said agreement provided.

It is expressly agreed and understood that the payment of said sum of Five Hundred Dollars (\$500.00) of the said Adirondack Power and Light Corporation, shall in no way be taken to be a waiver of any of its rights under said agreement between the said Nelson H. Anibal and the said Durey Land and Lumber Company, or otherwise, and shall in no way be construed against the validity of said agreement, or against the operations of the said Adirondack Power and Light Corporation, or its predecessor in title, the said East Creek Electric Light & Power Company, under said contract, or construed as an admission that said Adirondack Power and Light Corporation is in any way liable for any of said damages. It is understood and agreed that the payment of said sum of Five Hundred Dollars (\$500.00) is voluntary on the part of the said Adirondack Power and Light Corporation, and solely for the purpose of placing the said Johan D. Frederiksen and Mattie M. Frederiksen, his wife, upon the same parity as other landowners on said Canada Lakes prior to the time of the resurvey by the said Adirondack Power and Light Corporation of the said Seidel line.

Johan D. Frederiksen L.S.
Mattie M. Frederiksen L.S.

State of New York,
County of Herkimer, SS.:

On this 28 day of April, 1924, before me, the subscriber, personally appeared Johan D. Frederiksen and Mattie M. Frederiksen to me known and known to be the same persons described in and who executed the foregoing instrument, and they each duly acknowledged to me that they executed the same.

George A. Mayo, Notary Public, Herkimer County
Gef. filed Fulton County

Recorded May 1, 1924 at 11.05 h A.M.

(EGP)

