

MAP IDENTIFICATION NO.:

**CAROGA**

53.00-01-12.000

TOWN OF \_\_\_\_\_

DUPLICATE SEARCH  
ORIGINAL MIA 3/99

VILLAGE OF \_\_\_\_\_

OWNER'S NAME(S): TOWN OF CAROGA

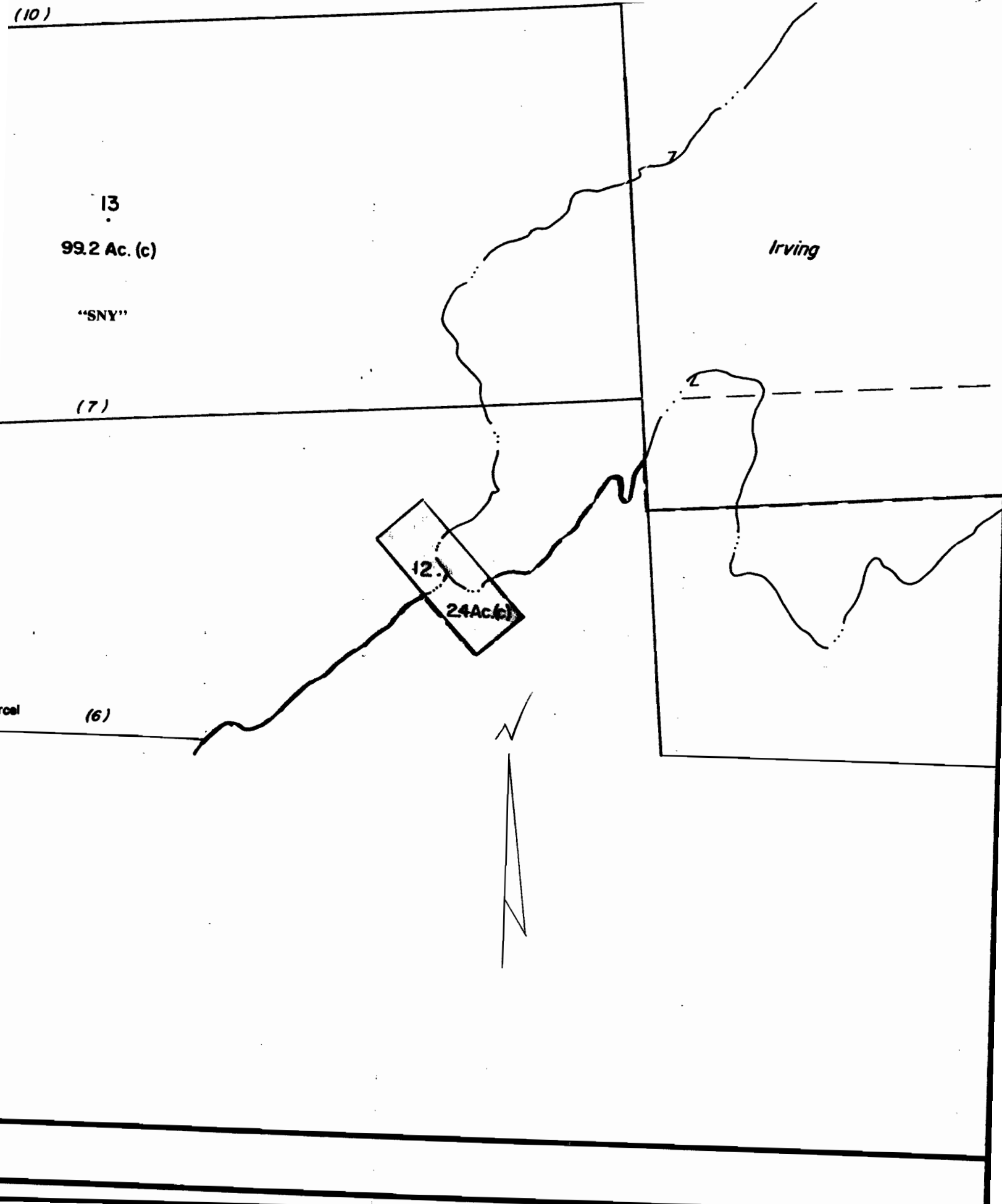
LOCATION: IRVING POND DAM SITE

PATENT: \_\_\_\_\_, G.L.# \_\_\_\_\_, SUB.# \_\_\_\_\_

AREA: 2.4 Ac (c)

COORDINATE LOCATION: E. 461,304 N. 1,152,620

"OLD" MAP IDENTIFICATION NO.: 80-11-0008.0000



"Seal"

O.K. Fraser

Clerk of the County Court of the United Counties of  
Leeds and Grenville.

Recorded: Jan. 13, 1921 at 10:35 h A.M.

(EGP)

Clerk

DEED

Durey Land and Lumber Co.  
Incorporated

Cyrus Durey, President,

December 20, 1920.

Special meeting of the board of directors of Durey Land and Lumber Co., held at Johnstown, N.Y., on the 20th day of December, 1920, at 4:00 o'clock in the afternoon.

Present: Cyrus Durey, James S. Ireland, Guy Durey and Ernest L. Luff, all the directors of the company.

Mr. Cyrus Durey presented form of deed from the Durey Land and Lumber Co. to Adirondack Power & Light Corporation to be executed and delivered in fulfillment of contract of the Durey Land and Lumber Co. with the East Creek Electric Light and Power Co.: and on motion, it was

RESOLVED: That the President be and he hereby is authorized and empowered to execute said deed on behalf of this company, and to affix the corporate seal thereto, and to make delivery of the same.

A true copy.

"Seal"

James S. Ireland, Secretary

This Indenture, Made this 31st day of December 1920, by and between Durey Land & Lumber Company, party of the first part, a corporation created and organized under the laws of the State of New York, having its principal office in the Town of Caroga, County of Fulton and State of New York, (hereinafter called the Lumber Company) and Adirondack Power and Light Corporation, party of the second part, a corporation created and organized under the laws of the State of New York, having its principal office at the City of Amsterdam, New York (hereinafter called the Power Company), said Adirondack Power and Light Corporation being the successor upon merger of the East Creek Electric Light and Power Company, a corporation created and organized under the laws of the State of New York, having its principal office at St. Johnsville, Montgomery County, New York

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged and confessed, has bargained, granted, sold and conveyed, and by these presents does bargain, grant, sell and convey unto the party of the second part, its successors and assigns forever, the following lands, rights, privileges and easements, and for the aforesaid consideration, does for itself, its successors and assigns, covenant to and with the Power Company,

its successors and assigns, as follows;

First: - (Lily Lake Dam Site) The Lumber Company conveys to the Power Company in fee simple absolute, all that piece or parcel of land situate, lying and being in Great Lot No. Sixty-six (66) in Glen, Bleecker & Lansing Patent, in the Town of Caroga, County of Fulton and State of New York, bounded and described as follows;

"Commencing at a point on the northerly shore of Lily Lake where the same is intersected by the line between lots sixty-six and seventy-three, which point is fifty-six one hundredths (.56) of a chain southerly from a hemlock tree marked on four sides which stands on the lot line, and running thence northerly along the lot line three (3) chains; thence easterly at right angles to the first line four (4) chains; thence southerly parallel with the first line fifteen (15) chains; thence westerly at right angles to the first line four (4) chains; thence northerly twelve chains to the point of beginning; containing six (6) acres of land more or less."

Excepting and reserving to the Lumber Company a right of way to pass and repass over the lands above described and the right to use the same for lumbering purposes, including the piling of logs, manufacture and storing of lumber, and the right of maintaining and removing any and all buildings or mills that may now or hereafter be located on said 100 feet of land; which said rights reserved to the Lumber Company shall not be used so as to interfere with the rights of the Power Company to construct any dam on the said lands, or operate the same, or to maintain or rebuild the same, the right of the Power Company to maintain, operate and rebuild the said dam to be paramount.

The lands above conveyed are subject to the condition that the same shall be exclusively used, by the Power Company, its successors or assigns for the erection, maintenance and operation of a dam across the outlet of Lily Lake, and the rebuilding and replacement of the same, and storing and drawing down of water therein, and use of water for the generation of electricity, either upon the lands above described, or by storing up of water and releasing the same to be used elsewhere by the Power Company.

Second:- (Lily Lake, West Canada Lake, East Canada Lake and Green Lake easements) The Lumber Co. also conveys to the Power Co. the perpetual right, privilege and easement, to construct, maintain and operate a dam and from time to time as may be necessary, to rebuild the same across the outlet of Lily Lake, so called, on the lands above described and to raise thereby the water in East Canada Lake, West Canada Lake, Lily Lake and Green Lake, and the inlets and outlets thereof, intending hereby to convey the perpetual right to flood by means of said dam, the lands, lakes and ponds connected with the said Lily Lake and the inlets and outlets thereof to the height specified in a certain agreement between the Lumber Company and Nelson H. Anibal and others, owning certain parcels of land adjoining said lakes, which agreement is dated August 2, 1912 and recorded February 21, 1913, in Book 136 of Deeds at page 468, in the Office of the Clerk of Fulton County, granting to said Lumber Company, its successors

and assigns, 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 perpetually flood the lands now owned or hereafter acquired by said Lumber Co. adjacent to said waters to such an additional height at any time as may be desired by the Power Co. by said dam, or by the erection of a dam at any point upon lands which may be acquired or controlled by the Power Co. or any replacement of said dam, and to draw down the waters therefrom as the Power Company may desire, together with the right to use the said waters either for the generation of electricity upon the lands above described or by storing up waters and releasing the same by means of said dam to be used elsewhere by the Power Company, as and when the Power Company may desire, or both,

The said Lumber Co. also hereby assigns, transfers and sets over unto said Power Co. without covenant, except against its own acts, all the right, title interest and easements acquired or owned by the said Lumber Co. in and to said agreement by and between it and the said Nelson H. Anibal and others.

The Lumber Co. also conveys to the Power Co. the same perpetual right, privilege and easement to raise and lower the waters of Canada Lake, West Canada Lake, ~~West Canada Lake~~, Lily Lake, and Green Lake, and the inlets and outlets thereof, as above provided, by means of a dam or dams upon the lands of the Power Co. or lands of other parties, the same so far as the Lumber Co. is concerned as if said dam was constructed upon the lands of the Lumber Co.

Third: (Nine Cornered Lake Site). The Lumber Company hereby conveys to the Power Company in fee simple absolute, all that piece or parcel of land situated in Great Lot No. Sixty-four (64) Glen, Bleecker & Lansing Patent, in the Town of Caroga, Fulton county, N.Y., bounded and described as follows;

"Beginning at a point located south twenty-nine degrees (29°) thirty minutes (30') East One Hundred (100) feet from the south end of the up stream face of the dam now erected on the outlet of Nine Cornered Lake; thence south sixty degrees (60°) thirty minutes (30') west One Hundred (100) feet to an iron pin driven in the ground; thence north twenty-nine degrees (29°) thirty minutes (30') west, three hundred fifty-six and forty hundredths (356.40) feet on a line parallel to the face of said dam one hundred (100) feet distant therefrom to an iron pin driven in the ground; thence north sixty degrees (60°) thirty minutes (30') east, two hundred thirty-two feet to a four inch beech tree blazed; thence south twenty-nine degrees (29°) thirty minutes (30') east, three hundred fifty-six and forty hundredths (356.40) feet to an iron pin driven in the ground; thence south sixty degrees (60°) thirty minutes (30') west One Hundred thirty-two feet to the point of beginning, containing One and Ninety hundredths (1.90) acres of land. It is intended by the above description to convey in fee simple absolute the lands now occupied by the dam on the outlet of said Nine Cornered Lake and

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One Hundred (100) feet of land from all sides and ends of said dam, which said dam is now used and operated by the Power Company."

Excepting and reserving to the Lumber Company a right of way to pass and repass over the said One Hundred (100) feet of land and the right to use the said One Hundred (100) feet of land, for lumbering purposes, including the piling of logs, manufacture and storing of lumber, and the right of maintaining and removing any and all buildings or mills that may now or hereafter be located on said 100 feet of land; which said rights reserved to the Lumber Company shall not be used so as to interfere with the rights of the Power Company to construct any dam on the said lands, or operate the same, or to maintain or rebuild the same, the right of the Power Company to maintain, operate and rebuild the said dam to be paramount.

The lands above conveyed are subject to the condition that the same shall be exclusively used by the Power Company, its successors or assigns, for the erection, maintenance and operation of the dam now constructed at the outlet of Nine Cornered Lake, and the rebuilding and the replacement of the same, and storing and drawing down of water therein, and the use of water for the generation of electricity either upon the lands above described or by storing up water and releasing the same to be used elsewhere by the Power Company.

Fourth: (nine Cornered Lake Easements). The Lumber Company also hereby conveys to the Power Company, the perpetual right, privilege and easement, to construct, maintain and operate, and from time to time as may be necessary to rebuild upon the lands above described and conveyed in Paragraph "Third" of this conveyance, the dam heretofore erected by the Power Company, across the outlet of Nine Cornered Lake, for the purpose of storing the water therein, together with the right of flooding the lands of the Lumber Company above said dam as said lands are or may be flooded by the dam as now erected, and to operate and use said dam and the lands flooded thereby as a storage reservoir as the Power Company may desire, with the perpetual right to store water in said dam and reservoir and to draw down the water from time to time as the Power Company may desire.

Fifth:- (Bellews Lake Dam Site) The Lumber Company also hereby conveys to the Power Company in fee simple absolute all that piece or parcel of land, situate, lying and being in Great Lot No. forty-seven (47) Glen, Bleecker & Lansing Patent, in the Town of Caroga, Fulton County, N.Y. bounded and described as follows;

"Starting from the center of the present sluiceway of the old dam now on said premises on the outlet of Bellews Lake and running thence southwesterly along the center of the old dam and the straight southwesterly continuation thereof four hundred twenty-six (426) feet to the point of beginning, thence northwesterly and at right angles, to the last described line one hundred (100) feet; thence northeasterly and parallel with the present old dam six hundred forty (640) feet to an iron pin driven in the ground; thence southeasterly and at right angles to the last described line Two hundred thirtytwo

(232) feet to an iron pin driven in the ground; thence southwesterly and at right angles to the last described line Six Hundred forty (640) feet to an iron pin driven in the ground; thence northwesterly and at right angles to the last described line One Hundred thirty-two (132) feet to the point of beginning; containing three and forty hundredths (3.40) acres of land; The center of the present sluiceway is located south forty-nine degrees (49°) east, One hundred eighteen and eighty hundredths (118.80) feet from a cross on a large boulder of Gneiss Rock about twelve (12) feet square."

Excepting and reserving to the Lumber Company a right of way to pass and re-pass over the lands above described, and the right to use the same for lumbering purposes including the piling of logs, manufacture and storing of lumber, and the right of maintaining and removing any and all buildings or mills that may now or hereafter be located on said 100 feet of land, which said rights reserved to the Lumber Company shall not be used so as to interfere with the rights of the Power Company to construct any dam on the said lands, or operate the same, or to maintain or rebuild the same; the right of the Power Company to maintain, operate and rebuild the said dam to be paramount.

The lands above conveyed are subject to the condition that the same shall be exclusively used by the Power Company, its successors or assigns, for the erection, maintenance and operation of a dam at the outlet of Bellows Lake twenty-two (22) feet above the ordinary low water level of the stream, and the rebuilding and replacement of the same, and storing and drawing down of water therein, and the use of water for the generation of electricity, either upon the lands above described or by storing up of water and releasing the same to be used elsewhere by the Power Company.

Sixth: (Bellows Lake easement) The Lumber Company also hereby conveys to the Power Company the perpetual right, privilege and easement to construct, maintain, and operate and from time to time as may be necessary to rebuild upon the lands above conveyed and described in paragraph "Fifth" of this conveyance a dam across the outlet of Bellows Lake not to exceed twenty-two (22) feet high from the ordinary low water level of the stream for the purpose of storing water therein, together with the perpetual right of flooding the lands of the Lumber Company above said dam as said lands may be flooded by said dam when erected to the aforesaid height of twenty-two (22) feet above the ordinary low water level of the water of the stream, and to operate and use said dam and the lands flooded thereby as a storage reservoir as the Power Company may desire, with the perpetual right to store the water in said dam and reservoir, and to draw down the water therein from time to time as the Power Company may desire.

Seventh: (Fry's Flow Dam Site). The Lumber Company also hereby conveys to the Power Company in fee simple absolute all that piece or parcel of land situate, lying and being in Great Lot No. thirty-nine (39) Glen, Bleeker & Lansing Patent in the Town of Bleeker, Fulton County, N.Y., bounded and described as follows:

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"Starting from the center of the sluiceway of the old dam now on said premises at the outlet of Fries Flow, and running thence southwesterly along the center of the old dam and the straight southwesterly continuation thereof two hundred eighty (280) feet to the point of beginning; thence northwesterly and at right angles to the last described line One Hundred (100) feet to an iron pin driven in the ground; thence northeasterly and parallel with the present old dam four hundred eighty-four (484) feet to an iron pin driven in the ground; thence southeasterly and at right angle to the last described line Two hundred forty one (241) feet to an iron pin driven in the ground; thence southwesterly and at right angles to the last described line four hundred eighty four (484) feet to an iron pin driven in the ground; thence northwesterly and at a right angle to the last described line One hundred forty-one (141) feet to the point of beginning, containing two and sixty-six hundredths (2.66) acres of land. The center of the present sluiceway is located north fourteen degrees (14°) east ninety-one (91) feet from a birch tree marked as a bench mark."

✓ Excepting and reserving to the Lumber Company a right of way to pass and to repass over the lands above described, and the right to use the same for lumbering purposes including the piling of logs, manufacture and storing of lumber, and the right of maintaining and removing any and all buildings or mills that may now or hereafter be located on said 100 feet of land, which said rights reserved to the Lumber Company shall not be used as to interfere with the rights of the Power Company to construct any dam on the said lands, or operate the same, or to maintain or rebuild the same, the right of the Power Company to maintain, operate and rebuild the said dam to be paramount.

The lands above described and conveyed are subject to the condition that the same shall be exclusively used by the Power Company, its successors or assigns, for the erection, maintenance and operation of a dam on the outlet of Fries Flow, to raise the water up to countour 1900 as shown on the Gloversville Quadrangle of the United States Topographical Map, and the rebuilding and replacement of said dam, and the storage of water therein, and drawing down the water therefrom as the Power Company may desire and the use of the water for the generation of electricity either upon the lands above described, or by storing up of the water and releasing the same to be used elsewhere by the Power Company.

Eighth:- (Fry's Flow Easement). The Lumber Company also hereby conveys to the Power Company the perpetual right, privilege and easement to construct, maintain and operate, and from time to time, as may be necessary to rebuild upon the lands above described and conveyed in Paragraph "Seventh" of this conveyance, a dam across the outlet of Fries Flow to raise the water up to Countour 1900 as shown on the Gloversville Quadrangle in the United States Topographical Map and to operate and use said dam and the lands flooded thereby as a storage reservoir as the Power Company may desire, with the perpetual right to store the water in said reservoir and to draw down the water thereof from time to time as the Power Company may desire.

Ninth: - (Pine Lake Dam Site) The Lumber Company also hereby conveys to the Power Company all that piece or parcel of land situate, lying and being in Great Lot No. Sixty-one (61) Glen, Bleecker & Lansing Patent, in the Town of Caroga, Fulton County, N.Y., bounded as follows;

"Being a strip of land one hundred (100) feet each side of the following center line, viz; commencing at the center of a hemlock stump located South fifty-one degrees (51°) and thirty minutes (30') East, Two hundred forty-five and five tenths (245.5) feet from the center of the sluiceway of the dam now erected on the outlet of Pine Lake, thence north fifty-one degrees (51°) and thirty minutes (30') West three hundred sixty-three and five tenths (363.5) feet; thence North seventy-nine degrees (79°) West One Hundred twentyeight and six tenths (128.6) feet; thence North sixty-five degrees (65°) West Five Hundred ten (510) feet; thence North Six degrees (6°) west Three Hundred (300) feet, thence due North Five Hundred eight (508) feet to a stake; containing eight and two tenths (8.2) acres of land more or less." It is intended by the above description to convey in fee simple absolute the lands now occupied by the dam at the outlet of said Pine Lake and one hundred (100) feet from all sides and ends of said dam, which said dam is now used and operated by the said Power Company."

Excepting and reserving to the said Lumber Company a right of way to pass and repass over the lands above described, and the right to use the same for lumbering purposes, including the piling of logs, manufacture and storing of lumber, and the right of maintaining and removing any and all buildings or mills that may now or hereafter be located on said 100 feet of land, which said rights reserved to the Lumber Company shall not be used so as to interfere with the rights of the Power Company to construct any dam on the said lands, or operate the same, or to maintain or rebuild the same, the right of the Power Company to maintain, operate and rebuild said dam to be paramount.

The lands above conveyed are subject to the condition that the same shall be exclusively used by the Power Company, its successors or assigns for the erection, maintenance and operation of the dam now constructed at the outlet of Pine Lake, and the rebuilding and replacement of the same, and storing and drawing down the water therein, and the use of water for the generation of electricity, either upon the lands above described, or by storing up water and releasing the same to be used elsewhere by the Power Company.

Tenth.- (Pine Lake Easements) The Lumber Company also hereby conveys to the Power Company the perpetual right, privilege and easement to construct, maintain, and operate and from time to time as may be necessary to rebuild upon the lands above conveyed and described in Paragraph "Ninth" of this conveyance, the dam heretofore erected by the Power company across the outlet of Pine Lake for the purpose of storing the water therein, together with the right of flooding the lands of the Lumber Company above said dam, as said lands are or may be flooded by the dam as now erected and to operate and use said dam and the lands flooded thereby as a storage reservoir as the Power Company may desire, with the perpetual right to store the water in said dam and reservoir, and to draw down the



water thereof from time to time as the Power Company may desire.

Eleventh:- (Irving Pond Dam Site) The Lumber Company also hereby conveys to the Power Company in fee simple absolute, All that piece or parcel of land, situate, lying and being in Great Lot No. fifty-three (53) Glen, Blecker & Lansing Patent in the Town of Caroga, Fulton County, N.Y. bounded and described as follows:

"Commencing at a rock just North of the old house at the outlet of Irving Pond, and runs thence North twenty-nine degrees (29°) West five hundred twelve (512) feet; thence North sixty-one degrees (61°) East Two Hundred (200) feet; thence South twenty-nine degrees (29°) East Five Hundred twelve (512) feet; thence South sixty one degrees (61°) West two hundred (200) feet to the point of beginning; containing two and thirty-five hundredths (2.35) acres of land, more or less. It is intended by the above description to convey in fee simple absolute the land now occupied by the dam on the outlet of Irving Pond and one hundred (100) feet from all sides and ends of said dam, which said dam is now used and occupied by the Power Company."

Excepting and reserving to the Lumber Company a right of way to pass and repass over said lands above described and the right to use said one hundred (100) feet for lumbering purposes, including piling of logs, manufacture and storing of lumber, and the right of maintaining and removing any and all buildings or mills that may now or hereafter be located on said 100 feet of land, which said rights reserved to the Lumber Company shall not be used so as to interfere with the rights of the Power Company to construct any dam on the said lands, or operate the same, or to maintain or rebuild the same, the right of the Power Company to maintain, operate and rebuild the said dam to be paramount.

The lands above described and conveyed are subject to the condition that the same shall be exclusively used by the Power Company, its successors or assigns, for the maintenance and operation of said dam now at the outlet of Irving Pond and the rebuilding and replacement of the same, and the storing of water therein, and the use of water for the generation of electricity either upon the lands above described or by storing up water and releasing the same to be used elsewhere by the Power Company.

Twelfth: (Irving Pond Easement), The Lumber Company also hereby conveys to the Power Company the perpetual right, privilege and easement to construct, maintain operate and from time to time as may be necessary, to rebuild upon the lands above conveyed and described in Paragraph "Eleventh" of this conveyance the dam heretofore erected by the Power Company across the outlet of Irving Pond for the purpose of storing and drawing down the water therein, together with the right of flooding the lands of the Lumber Company above said dam as said lands are or may be flooded by the dam as now erected and to operate and use said dam and the lands flooded thereby as a storage reservoir as the Power Company may desire, with the perpetual right to store the water in

said dam and reservoir; and to draw down the water thereof from time to time as the Power Company may desire.

Thirteenth:- The Lumber Company also hereby conveys to the Power Company, its successors and assigns, in fee simple absolute, all that tract or parcel of land, situate in the Town of Caroga, Fulton County, N.Y. in Great Lot No. Sixty (60) of Glen, Bleecker & Lansing Patent, bounded and described as follows;

"Commencing at a point in the highway leading from Canada Lake to Arietta where the south line of the 74.10 acre exception of the Durey Land & Lumber Company parcel in said Lot Sixty crosses said highway (the same being an exception in the deed from the Lumber Company to the People of the State of New York, dated December 10, 1918); and running thence westerly along the line of said parcel about One thousand four hundred fifty (1450) feet to the southwest corner of said parcel; thence northerly along the west line of said parcel one hundred fifty (150) feet; thence easterly parallel with the first line to the highway; and thence southerly along said highway to the point of beginning; containing five (5) acres of land, more or less. Excepting and reserving to the Lumber Co. a right of way to pass and repass over said five (5) acre parcel from the highway to the lands in the rear thereof."

Fourteenth: - It is understood and agreed that the said Power Company shall have the right at any and all times to use, all earth, rocks, lands and material, except timber, upon the lands of the Lumber Company, for the purpose of constructing, repairing, or replacing each of said dam or dams above enumerated, provided that the same shall not be taken from any place where it will cause unnecessary or unusual damage to the Lumber Company, and shall not be taken from any cottage lot shown on the map referred to in an agreement between the Lumber Company and Nelson H. Anibal and others, dated August 2d, 1912, and recorded in Fulton county Clerk's office in Book 136 of Deeds at page 468, that are suitable for camp, cottage or hotel purposes, nor immediately adjacent to the shore of any lake or pond, or within one Hundred (100) feet of any building without the consent of the Lumber Company.

The Power Company, its successors and assigns, shall have the right to use the roads and driveways now existing on and over the lands of the Lumber Company to each of the aforesaid dam sites, together with the right to maintain said roads and 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 of the Lumber Company adjoining each and every one of said dams and dam sites for the purpose of constructing, rebuilding, maintaining, inspecting and repairing the same from time to time as may be necessary.

Fifteenth:- The Lumber Company also grants and conveys to the Power Company, its successors and assigns, the perpetual right to construct, maintain and operate a hydro-electric plant for the generation of electricity, at either or all of the dam sites above conveyed and to 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 lands of the Lumber Company, wherever such works may be located, subject to the payment by the Power Company to the Lumber Company of all damages caused by the construction of a transmission line or lines.

Sixteenth:- All the covenants and agreements herein contained made by the Lumber Company to the Power Company run with the land and bind the land of the Lumber Company in favor of the Power Company, its successors and assigns, whether said land is owned by the Lumber Company, or its successors or assigns.

Seventeenth:- The Lumber Company reserves all the rights which it now owns in said lands and waters except those specifically hereby conveyed and necessary for the Power Company for the rights herein conveyed.

It is understood that the reservation to the Lumber Company of the right to remove buildings or mills now or hereafter located upon the several dam sites shall not be construed so as to include the right to remove any structure of the Power Company, its successors or assigns.

Eighteenth;- And the said Lumber Company does hereby covenant and agree to and with the said Power Company its successors and assigns, that the premises and rights thus conveyed are free and clear from all mortgages, judgments or similar incumbrances.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and its corporate name to be subscribed by its President the day and year first above written.

"Seal" Durey Land & Lumber Company  
By Cyrus Durey, President.

State of New York,  
County of Fulton, SS.

On this 10th day of January, in the year Nineteen Hundred and twenty one 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 above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereby by like order.

Alfred D. Dennison, Notary Public  
Fulton Co., N.Y.

Recorded Jan 13, 1921 at 11:05 h A.M.

(EGP)

*Egbert J. Cross*  
Clerk

Book 167 Deeds Page 119

1100

0416

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 26th day of January, nineteen hundred and ninety-nine

BETWEEN

NIAGARA MOHAWK POWER CORPORATION  
300 Erie Boulevard West  
Syracuse, New York 13202

party of the first part, and

NM PROPERTIES, INC.  
300 Erie Boulevard West  
Syracuse, New York 13202

party of the second part,

WITNESSETH, that the party of the first part, in consideration of <sup>One</sup> ~~Two~~ Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

~~AND THE PARTY OF THE FIRST PART COVENANTS THAT THE PARTY OF THE FIRST PART HAS NOT DONE OR SUFFERED ANYTHING WHEREBY THE SAID PREMISES HAVE BEEN ENCUMBERED IN ANY WAY WHATSOEVER, EXCEPT AS AFORESAID.~~

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Caroga, County of Fulton and State of New York being the parcel designated as tax map parcel Section 53, Block 1, Lot 12.

EXCEPTING AND RESERVING to Niagara Mohawk Power Corporation, its successors and assigns, from the parcel described in this deed, the permanent right of way and easement to operate, maintain, replace and/or remove any and all existing gas and electric facilities, if any, as are now erected upon the premises above described, including the full right, privileges and authority to cut and remove all trees, structures, and other obstructions within the permanent right of way, together with the right to cut and remove any trees outside the permanent right-of-way which in the sole opinion of Niagara Mohawk Power Corporation, its successors and assigns, are deemed likely to interfere with or pose a hazard to the facilities.

SUBJECT to any and all easements, covenants and restrictions of record.

THIS SALE does not constitute a disposition of all or substantially all of the assets of the grantor.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; 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, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

NIAGARA MOHAWK POWER CORPORATION



By: Richard H. Ryczek  
Richard H. Ryczek

823 / 236

LIBER 823 PAGE 236

0417

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 26th day of January, nineteen hundred and ninety-nine BETWEEN

NM PROPERTIES, INC.
300 Erie Boulevard West
Syracuse, New York 13202

party of the first part, and

RIVERVIEW, INC.
300 Erie Boulevard West
Syracuse, New York 13202

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Caroga, County of Fulton and State of New York being the parcel designated as tax map parcel Section 53, Block 1, Lot 12.

EXCEPTING AND RESERVING to Niagara Mohawk Power Corporation, its successors and assigns, from the parcel described in this deed, the permanent right of way and easement to operate, maintain, replace and/or remove any and all existing gas and electric facilities, if any, as are now erected upon the premises above described, including the full right, privileges and authority to cut and remove all trees, structures, and other obstructions within the permanent right of way, together with the right to cut and remove any trees outside the permanent right-of-way which in the sole opinion of Niagara Mohawk Power Corporation, its successors and assigns, are deemed likely to interfere with or pose a hazard to the facilities.

SUBJECT to any and all easements, covenants and restrictions of record.

THIS SALE does not constitute a disposition of all or substantially all of the assets of the grantor.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; 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, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

NM PROPERTIES, INC.



By: [Signature]
David C. Hatch

0855

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

**THIS INDENTURE**, made the 26th day of January, nineteen hundred and ninety-nine  
**BETWEEN**

RIVERVIEW, INC.  
300 Erie Boulevard West  
Syracuse, New York 13202

1324

party of the first part, and

TOWN OF CAROGA  
1840 STHWY 10  
PO Box 328  
Caroga Lake, New York 12032

party of the second part,

One

**WITNESSETH**, that the party of the first part, in consideration of ~~Two~~ Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

~~ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Caroga, County of Fulton and State of New York being the parcel designated as tax map parcel Section 53, Block 1, Lot 12.~~

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SUBJECT to any and all easements, covenants and restrictions of record.

THIS SALE does not constitute a disposition of all or substantially all of the assets of the grantor.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; 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, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF

RIVERVIEW, INC.



By: *(Signature)*  
David C. Hatch  
Vice President