

1 Deed  
Rec 09/12/44  
L 272 P 238  
Tax Lot 44.-1-3.3

~~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. And the grantor will hold the right to receive such consideration as a trust fund to be applied for the purpose and in the manner aforesaid.~~

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

~~Jessie P. Shaw L.S.~~

~~U.S.I.R. \$6.05~~

~~STATE OF NEW YORK )  
COUNTY OF TOMPKINS) SS..~~

~~On this 12 day of September Nineteen Hundred and forty-four before me, the subscriber, personally appeared Jessie P. Shaw to me personally known and known to me to be the same person described in and who executed the within Instrument, and she duly acknowledged to me that she executed the same~~

~~Harold E. Simpson  
Notary Public~~

~~Recorded September 12, 1944 at 10:55 A. M.  
City Stamp~~

*H. G. Morris* CLERK.

Delta Knettles, Ind. :  
& as Exrx. :  
to :  
Lester J. Milligan &c. :  
----- X

THIS INDENTURE, Made the 12th day of June, Nineteen Hundred and Forty-four. BETWEEN DELTA KNETTLES, of the Town of Lansing, Tompkins County, New York, individually and as Executrix of the last Will and Testament of JOHN P. KNETTLES, late of the Town of Lansing, Tomp-

kings County, New York, deceased, party of the first part, and LESTER J. MILLIGAN and VIOLA MILLIGAN, his wife, of the same place, as tenants by the entirety, parties of the second part:

WITNESSETH, That the party of the first part, by virtue of the power and authority to her given in and by the said last Will and Testament, and in consideration of ONE Dollar, (\$1.00 &c.) lawful money of the United States, to her in hand paid by the parties of the second part, does hereby grant and release unto the parties of the second part, the survivor thereof his/her heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lansing, County of Tompkins, and State of New York, and being part of Lots Nos. 92 and 95 in said Town, and bounded as follows: Bounded on the west by the center of the highway leading from Asbury Church to Ithaca; bounded on the north by lands owned or occupied by Anthony Dutch, and formerly owned by William Drake; bounded on the east by lands of James Krizek and bounded on the south by lands of Fred R. McGraw, Sr. and containing about fifty (50) acres of land, be the same more or less.

Being the same premises conveyed to party of the first part by Fred R. McGraw, Jr. and Nina McGraw by deed recorded in the Tompkins County Clerk's office in Liber 243 of Deeds at page 42.

This conveyance is subject to a right of way heretofore granted to the New York State Electric & Gas Corporation by deed recorded in said Clerk's office in Liber 239 of Deeds at page 106, and also subject to any rights which the public may have in the highway adjoining, and also subject to a right of way heretofore given to the Ovid Electric Company by right of way recorded in said Clerk's office in Liber 5 of Miscellaneous Records at page 83.

TOGETHER with the appurtenances, and also all the estate which the said Testator had at the time of his decease, in said premises, AND ALSO the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said Will or otherwise.

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, the survivor thereof his/her heirs and assigns forever.

AND the party of the first part covenants that she has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

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

US.I.R. \$1.65

Delta Knettles L.S.  
Individually and as executrix of  
John P. Knettles

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

On this 19th day of June, Nineteen Hundred and Forty-four before me, the subscriber, personally appeared Delta Knettles the Executrix of the last Will and Testament of John P. Knettles to me personally known and known to me to be the same person described in and who executed the within Instrument, and she duly acknowledged to me that she executed the same individually and as such Executrix as aforesaid for the purposes therein mentioned.

B. F. Sovocool  
Notary Public.

Recorded September 12, 1944 at 1:35 P. M.

*H. G. Hoover* CLERK.

~~Frank Teeter : THIS INDENTURE, Made the 11th day of September, Nineteen  
to : Hundred and Forty-four, BETWEEN FRANK TEETER, residing in  
Gordon Washburn &c. : the Village of Trumansburg, County of Tompkins and State of  
- - - - - X New York, party of the first part, and GORDON WASHBURN AND  
ELLEN WASHBURN, husband and wife, with right of survivorship, survivor to take the whole, re-  
siding at 323 1/2 Cascadilla Street, in the City of Ithaca, New York, parties of the second part,~~

~~WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) law-  
ful money of the United States, paid by the parties of the second part, does hereby grant and  
release unto the parties of the second part, their heirs and assigns forever,~~

~~ALL THAT TRACT OR PARCEL OF LAND in the Town of Newfield bounded and described as follows:  
Commencing at a point in the west line of the highway known as the Newton Road at the southeast  
corner of lands heretofore conveyed to Dora M. Teeter by deed recorded in Tompkins County Clerk's  
office in Liber 248 of Deeds at page 403, running thence southerly along the west line of said  
highway a distance of 175 feet to an iron stake; running thence westerly in a line parallel  
with the southerly line of said lands of Dora M. Teeter a distance of 250 feet to an iron stake;  
running thence northerly in a line parallel with the west line of said highway 175 feet to the  
southerly line of said lands of Dora M. Teeter; thence easterly along said southerly line of  
said lands of Dora M. Teeter a distance of 250 feet to the place of beginning, containing one  
acre of land, be the same more or less. Being the same premises conveyed to party of the first  
part by Robert McGuire by deed dated January 14, 1939, and recorded in the Tompkins County  
Clerk's office on January 21, 1939, in Liber 249 of Deeds at page 477.~~

~~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 parties of the second part, their  
heirs and assigns forever.~~

~~AND said party of the first part covenants as follows:~~

~~FIRST, That the parties 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 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 any improvement, and that the grantor will apply the same first to the pay-  
ment of the cost of improvement before using any part of the total of the same for any other~~

DEEDS No. 239

~~Head, and Mabel M. Howland to be the individuals described in and who executed the foregoing Instrument; that he said subscribing witness was present and saw them execute the same; and that he said witness at the same time, subscribed his name as witness thereto.~~

~~M. C. Avery, Notary Public.~~

~~Recorded March 4, 1936 at 5:00 P.M.~~

~~H. O'Connell CLERK~~

Nina McGraw et al : NEW YORK STATE ELECTRIC & GAS CORP ITHACA DOCUMENT FILE  
to : Ithaca RWC 197  
New York State Electric : THE UNDERSIGNED hereinafter called the GRANTOR, being the owner  
& Gas Corporation : of or having an interest in land situate in the Town of Lansing  
----- X  
County of Tompkins, State of New York, fronting on the street or highway known as Kline, formerly  
Lansing Road and bounded on the south by the land of Fred Magraw and on the north by the land  
of Tony Dutche (Deutsch). 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 Ithaca, N.Y. 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 for public or private use, upon and over  
said land and property and/or the highways abutting or running through said land. Poles to be  
set on cross line fences only. This right of way includes the service lines to house, service  
entrance, to be built at grantees expense & free to grantor.

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 15 feet.

PROVIDED, however, that any damage (other than for cutting, trimming 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.

DATED this 5 day of Oct 1935.

IN PRESENCE OF:

C. O. Prowse  
Subscribing Witness  
C. O. Prowse  
Subscribing Witness  
C. O. Prowse  
C. O. Prowse

Nina McGraw  
Fred McGraw  
Delta H. Knettles  
Charles H. Blood

L.S.  
L.S.  
Mortgagee  
"

(Subscribing Witness Acknowledgment)

STATE OF NEW YORK )  
COUNTY OF TOMPKINS )<sup>ss</sup>

On this 5<sup>th</sup> day of October, 1935, before me personally came C.O. Prowse 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 resides in Town of Ithaca, that he knew Nina McGraw & Fred McGraw to be the individuals described in and who executed the foregoing Instrument; that he, said subscribing witness, was present and saw them execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

M. C. Avery, Notary Public.

(Subscribing Witness Acknowledgment)

STATE OF NEW YORK )  
COUNTY OF TOMPKINS )<sup>ss</sup>

On this 20<sup>th</sup> day of December 1935, before me personally came C.O. Prowse 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 resides in Town of Ithaca, that he knew Delta H. Knettles and Charles H. Blood to be the individuals described in and who executed the

H51647

foregoing instrument, that he said subscribing witness, was present and saw them execute the same; and that he, said witness, at the same time, subscribed his name as witness thereto.

M. C. Avery, Notary Public.

Recorded March 4, 1936 at 5:00 P.M.

*H. Daniel* CLERK

DeWitt LaBar & ano. : NEW YORK STATE ELECTRIC & GAS CORP ITHACA DOCUMENT FILE  
to : Ithaca RWC 197.  
New York State Electric : THE UNDERSIGNED, hereinafter called the GRANTOR being the  
& Gas Corporation : owner of, or having an interest in land situate in the Town  
----- X  
of Lansing, County of Tompkins, State of New York, fronting on the street or highway known as  
Asbury-Dryden Road and bounded on the west by the land of Joseph Krupa and on the east by the  
land of Howard Hagan. 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 Ithaca, N.Y. herein called the  
GRANTEE, its successors and assigns, the right, privilege and authority to construct, recon-  
struct, 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 for public or private  
use, upon and over said land and property and/or the highways abutting or running through said  
land. Line running eastwardly from the lands of Joseph Krupa across grantors property along the  
south side of above named road to the lands of Howard Hagan One pole only on said property,  
near Culvert east of residence.

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 cutting trimming 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.

DATED this 10th day of December 1935.

IN PRESENCE OF  
C. O. Prowse  
Subscribing Witness  
C. O. Prowse  
Subscribing Witness.

DeWitt LaBar L.S.  
Cora LaBar L.S.

(Subscribing Witness Acknowledgment)

STATE OF NEW YORK )  
COUNTY OF TOMPKINS )s On this 10 day of December 1935, before me personally came C.O. Prowse 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 resides in Town of Ithaca, that he knew DeWitt LeBar & Cora LeBar to be the individuals described in and who executed the foregoing Instrument; that he, said subscribing witness, was present and saw them execute the same; and that he, said witness, at the same time, subscribed his name as witness thereto.

M. C. Avery, Notary Public.

Recorded March 4, 1936 at 5:00 P.M.

*H. Daniel* CLERK

# This Indenture,

LEER 405 PAGE 535

Made the *28<sup>th</sup>* day of *April*  
Nineteen Hundred and *Fifty-eight*

3 Outsale Deed  
Rec 05/09/58  
L 405 P 535

Between

LESTER J. MILLIGAN SR. and VIOLA MILLIGAN, husband and wife, both of the Town of Lansing, Tompkins County, New York, Individually and as Tenants by the Entirety,

parties of the first part, and

LESTER JAMES MILLIGAN JR. and MILDRED MILLIGAN, husband and wife, both of the Town of Lansing, Tompkins County, New York, as Tenants by the Entirety,

parties of the second part,

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

----- ONE ----- Dollar (\$ 1.00 )  
lawful money of the United States, in hand paid by the parties of the second part, do hereby grant and release unto the parties of the second part, his or her survivor, their <sup>distaffs</sup> and assigns forever, all

THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, Tompkins County, New York and being a part of Military Lot #95 in said Town, more particularly bounded and described as follows:

BEGINNING at a point in the center line of the North Triphammer Road or Kline Road at the northwest corner of premises conveyed to the Parties of the First Part by deed of the Estate of John P. Knettels, dated June 12, 1944 and recorded in the Tompkins County Clerk's office in Liber 272 of Deeds at page 238; running thence easterly along the south line of lands of Hailstork (formerly Deutsch)(said line being approximately 9.4 chains south of the north line of Military Lot #95), a distance of 225 feet to a point; running thence southerly parallel with the center line of North Triphammer Road and 225 feet easterly therefrom; a distance of 186 feet to a point; running thence westerly and parallel with the Deutsch-Hailstork line, a distance of 225 feet to a point in the center line of the North Triphammer Road; running thence northerly along the center line of the North Triphammer Road, a distance of 186 feet to the place of beginning.

SUBJECT TO the rights of the New York State Electric and Gas Corporation for a pole line along the east side of Triphammer Road, granted by Fred McGraw, et al October 5, 1935 and recorded in the Tompkins County Clerk's office in Liber 239 of Deeds at page 106.

The conveyed premises comprise a parcel of approximately 0.96 acres in the northwest corner of lands conveyed to the Parties of the First Part by deed of Knettels aforesaid.

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

To have and to hold the premises herein granted unto the part ies of the second part, his or her survivor, their distributees and assigns forever.

And said Parties of the First Part

covenant as follows:

First, That the part ies 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 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 part ies of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Lester J. Milligan Sr.
Viola Milligan

State of New York County of Tompkins On this 21st day of APRIL, Nineteen Hundred and Fift-eight before me, the subscriber, personally appeared.

LESTER J. MILLIGAN SR. and VIOLA MILLIGAN

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

Betty Humphrey Notary Public

BETTY HUMPHREY NOTARY PUBLIC, State of New York No. 55-189525 Qualified in Tompkins County My Commission Expires March 28, 1967

A true copy of the original recorded on the 9 day of May, 1958 at 1:35 o'clock P.M., and examined.

H. L. Norris Clerk

4 Easement  
Rec 07/30/68  
L 476 P 861

**02211  
Easement  
(Gas Pipe-Line)**

The Undersigned, hereinafter called the Grantor(s), being the owner of or having an interest in land situate in the Town of Lansing County of Tompkins State of New York, fronting on the street or highway known as North Triphammer Road and bounded southerly by the land of Arthur Milligan Sr. and southerly by the land of Arthur Milligan Jr.

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 an office at Town of Dryden, (no street address), County of Tompkins, State of 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 gas pipeline with the necessary fixtures and appurtenances used or adopted for the transmission and/or distribution of gas for public or private use, upon and through said land and property and/or the highways abutting or running through said land as follows:

Said gas pipeline to extend from the southerly to the northerly property line of Grantor's land parallel to the center of North Triphammer road and about 5.5 feet easterly therefrom. Together with service extensions.

Reserving, however, to the Grantor(s) the use and enjoyment of the said premises, except for the erection of buildings or other structures over said pipe line facilities, provided that such use shall not interfere with or obstruct the rights herein granted or create a potential hazard. All pipe lines shall be laid sufficiently deep so that they will not interfere with normal cultivation of the land.

Together with the right to trim, cut, and remove trees and brush to a width of 5 feet along either or both sides of said gas pipe-line.

Provided, 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, shall be borne by the Grantee.

In Witness Whereof, the Grantor(s) have hereunto set their hand(s) and seal(s) this 7th day of May, 1968.

In Presence of:

Arthur J. Milligan Sr. (L.S.)  
Address: 665 North Triphammer Road  
Shady, New York (N.Y.)  
Viola Milligan (L.S.)  
Address: 665 North Triphammer Road (N.Y.)  
Shady, New York  
(L.S.)  
Address: \_\_\_\_\_ (L.S.)  
Address: \_\_\_\_\_ (L.S.)  
Address: \_\_\_\_\_ (L.S.)  
Address: \_\_\_\_\_ (L.S.)

REC 476 P 861

LIBER 476 PAGE 862  
YORK STATE ELECTRIC & GAS CORP. - ITHACA DOCUMENT FILE

(Personal Acknowledgment)

State of New York  
County of Tompkins } ss:

On this 7<sup>th</sup> day of MAY  
1968, before me, the subscriber, personally appeared  
LESTER L. MILLIGAN Sr.  
AND  
VIOLA MILLIGAN

to me personally known and known to me to be the same  
person(s) described in and who executed the within instru-  
ment and duly acknowledged to me the execution of the  
same.

*John D. Murray*  
(Notary Public)

JOHN D. MURRAY  
Notary Public, State of New York  
Qualified in Tompkins County  
Term Expires March 31, 1970

REMARKS

R<sub>1</sub>

Paid from Working Fund ..... Office

Ck. No. .... Amt. .... Date .....

Ck. No. .... Amt. .... Date .....

RETURN TO  
CORPORATE DOCUMENT DEPARTMENT  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 287  
ITHACA, NEW YORK

A true copy of the original recorded on the 30<sup>th</sup> day of  
July 1968 at 12:00 o'clock M., and examined.

*Sally Robinson*  
Clerk



5 Easement  
Rec 06/08/76  
L 551 P 852

LIBER 551 PAGE 852

2102

CONSIDERATION LESS THAN \$100.00

RECEIVED of the NEW YORK TELEPHONE COMPANY whose principal office is at 140 West Street, City, County and State of New York, hereinafter referred to as the Grantee, One Dollar (\$1.00) in consideration of which

Viola Milligan of 665 North Triphammer Rd. Ithaca N.Y.  
of Town of Lansing

hereinafter called the Grantor, (s) hereby grant (s) and convey (s) with general Warranty unto the Grantee its successors, assigns, lessees and agents, a perpetual right of way and easement to construct, maintain, repair, replace and operate its communication lines, consisting of such poles, cables, conduits, manholes, fixtures, marker poles and appurtenances, as the business of the Grantee, its successors, assigns, and lessees, may from time to time require under, through, over and across the property which the Grantor (s) own (s) or in which the Grantor (s) may have an interest, being a part of \_\_\_\_\_ Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ of the Town of Lansing, County of Tompkins and

State of New York, and also upon, over and/or under the highways upon or adjoining said property, with the right at all times to cross and recross over said property with vehicles and equipment for the purpose of exercising the rights herein granted and reaching points on Grantee's right of way on neighboring lands, and with the right to remove from time to time all trees, limbs of trees, brush and structures along said lines which may interfere with or endanger the construction or maintenance of the same, and the Grantor (s) for herself heirs, assigns, successors and legal representatives, hereby covenant (s) that no building or other structure will be erected or permitted within 10 feet of said lines.

RETURN TO  
RIGHT OF WAY & CLAIMS AGENT  
NEW YORK TELEPHONE CO.  
64 HENRY STREET  
BINGHAMTON, NEW YORK

The Grantee, its successors, assigns and/or lessees shall compensate the Grantor (s) for all damage to crops and shall repair any damage done to the driveways, fences and fields in the exercise of the rights herein granted:

IN WITNESS WHEREOF, this instrument has been duly executed by the Grantor (s) under seal this 5 day of June, 1976

Witnesses:

Viola Milligan L.S.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
L.S.  
L.S.  
L.S.

STATE OF NEW YORK }  
COUNTY OF Tompkins } ss:

On the 5 day of June, 1976, before me personally appeared Viola Milligan to me 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.

Charles R. Hutchinson  
Notary Public

CHARLES R. HUTCHINSON  
Notary Public in the State of New York  
Appointed in Broome Co., No. 04-70, 1975  
My Commission Expires March 31, 1978

TOMPKINS COUNTY  
019625  
REAL ESTATE TRANSFER TAX STATE OF NEW YORK  
Dept. of Taxation JUN-8-76  
& Finance PB. 10643  
= 00.00  
RJD

2500

Tompkins County, ss:  
Recorded on the 24 Day of June, 1976 at  
4.15 o'clock P. M., in Liber 551 of 1976  
at Page 852 and examined.

Lucille A. Hammond Clerk



# This Indenture,

*JULY*

Made the *13<sup>TH</sup>* day of  
Nineteen Hundred and Seventy-seven

day of

Between

VIOLA MILLIGAN  
665 North Triphammer Road  
Ithaca, New York,

party of the first part, and

ARTHUR F. MILLIGAN and CATHERINE M. MILLIGAN  
661 North Triphammer Road  
Ithaca, New York

Witnesseth that the party of the first part, in consideration of \* \* \* \* \*  
\* \* \* \* \* One and No/100ths \* \* \* \* \* Dollar (\$1.00\*\*\*\*\*)  
lawful money of the United States, and other good and valuable consideration  
paid by the parties of the second part, do es hereby grant and release unto the  
parties of the second part, their heirs, executors and assigns forever, all  
THAT PIECE OR PARCEL OF LAND situate in the Town of Lansing, County  
of Tompkins and State of New York, being a part of Lot #95 in said  
town and more particularly bounded and described as follows:  
COMMENCING at a point in the center line of North Triphammer Road  
in said town, said point being the northwest corner of premises of  
Arthur F. Milligan and Katherine M. Milligan by deed of Lester J.  
Milligan and Viola Milligan dated May 27, 1950 and recorded in the  
Tompkins County Clerk's Office in Liber 331 at Page 504; thence  
running easterly along the northerly line of premises of said Arthur  
F. Milligan and Katherine M. Milligan to the northeast corner thereof;  
thence running southerly along the easterly line of said Arthur F.  
Milligan and Katherine M. Milligan premises 234 feet to a point  
marking the southeast corner of said premises; thence easterly on a  
course which is the extension of the southerly boundary of the said  
Arthur F. Milligan and Katherine M. Milligan premises 215 feet to a  
point; thence northerly 246 feet to a point; thence westerly and on a  
course parallel with the northerly boundary of said Arthur F. Milligan  
and Katherine M. Milligan premises 440 feet to the center line of the  
said North Triphammer Road; thence southerly along the center line of  
North Triphammer Road 12 feet to the point or place of beginning.

BEING the same premises conveyed to Grantor herein and Lester J.  
Milligan by deed of Delta Knottles, Ind and as Executrix of the  
Last Will and Testament of John P. Knottles, deceased, dated June 12  
1944 and recorded in the Tompkins County Clerk's Office September 12,  
1944 in Liber 272 of Deeds at Page 238. The said Lester J. Milligan  
having died the 6th day of July, 1971 leaving Grantor sole surviving  
tenant by the entirety.

SUBJECT TO the rights of the public in and to that portion of said  
premises lying within the bounds of North Triphammer Road.

FURTHER SUBJECT TO any easements or rights of way of record.

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 parties of the second part, their heirs, executors, administrators and assigns forever.

And said party of the first part

covenants as follows:

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

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

In Presence of

Mailing Address:  
661 N. Triphammer Rd.  
Ithaca, New York

Being a part of  
Town of Lansing  
Tax Parcel No. 7-44-1-3

RECEIVED
\$ -0-
REAL ESTATE
AUG 8 1977
TRANSFER TAX
TOMPKINS
COUNTY

*Viola Milligan*  
Viola Milligan

State of New York }  
County of TOMPKINS } ss. On this 13<sup>th</sup> day of JULY  
before me, the subscriber, personally appeared  
Nineteen Hundred and Seventy-seven

VIOLA MILLIGAN

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

*Wesley E. McDevott*

Notary Public

WESLEY E. McDEVOTT  
Notary Public, State of New York  
No. 781135  
Qualified in Tompkins County  
Commission Expires March 30, 1978

Tompkins County, ss:  
Recorded on the 8<sup>th</sup> Day of August 1977 at  
10:34 o'clock A.M., in Liber 559 of Deeds  
at Page 287 and examined.

*Lucille Brimble* Clerk

X

7 POA  
Rec 11/29/88  
L 642 P 182  
Tax Lot 44.-1-3.3

LIBER 642 PAGE 182

10025

Form 578 Statutory Short Form of General Power of Attorney Rev. 9/86



TUTBLANK REGISTERED U. S. PAT. OFFICE  
TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT 05701

Notice: the powers granted by this document are broad and sweeping. They are defined in New York General Obligation Law, Article 5, Title 15, sections 5-1502A through 5-1503, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned.

**Know All Men by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:**

That I Viola Milligan, residing at 2665 N. Triphammer Rd. Ithaca,  
(insert name and address of the principal)  
New York 14850  
do hereby appoint Arthur F. Milligan, Sr. residing at 2661 N. Triphammer  
(insert name and address of the agent, or each agent if more than one is designated)  
Road, Ithaca, New York 14850

**my attorney(s)-in-fact TO ACT**

(a) If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in the blank the word "severally". Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.

**First: In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:**

(Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subdivisions (A) to (L) inclusive, shall automatically constitute an elimination also of subdivision (M).

To strike out any subdivisions the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

- |  |     |
|--|-----|
| (A) real estate transactions;  | [ ] |
| (B) chattel and goods transactions;  | [ ] |
| (C) bond, share and commodity transactions;  | [ ] |
| (D) banking transactions;  | [ ] |
| (E) business operating transactions;   | [ ] |
| (F) insurance transactions;  | [ ] |
| (G) estate transactions;   | [ ] |
| (H) claims and litigation;   | [ ] |
| (I) personal relationships and affairs;  | [ ] |
| (J) benefits from military service;  | [ ] |
| (K) records, reports and statements;   | [ ] |
| (L) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select; | [ ] |
| (M) all other matters;   | [ ] |

(Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.)

Second: This Power of Attorney shall not be affected by the subsequent disability or incompetence of the principal.

Third: To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

In Witness Whereof, I have hereunto signed my name and affixed my seal this 17 day of April MAY, 1988

*Viola Milligan*

VIOLA MILLIGAN (Signature of Principal)

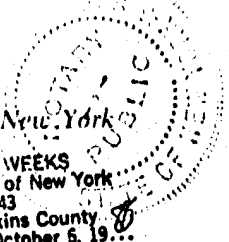
L.S.

State of New York  
County of Tompkins

SS.

On this 17<sup>th</sup> day of April MAY Nineteen Hundred Eighty Eight before me, the subscriber, personally appeared VIOLA MILLIGAN to me personally known, and known to me to be the same person described in and who executed the foregoing Power of Attorney, and she acknowledged to me that she executed the same

*Christine M. Weeks*  
Notary Public for the State of New York



Tompkins County, ss: Recorded on this 29<sup>th</sup> day of Nov. 1988 at 4:08 P.M., in Liber 642 of 282 at page 182 and examined.

*Rachel A. Pierce*  
Clerk

CHRISTINE M. WEEKS  
Notary Public State of New York  
No. 482843  
Qualified in Tompkins County  
Commission Expires October 6, 1990

Power of Attorney  
STATUTORY SHORT FORM

VIOLA MILLIGAN

TO

ARTHUR F. MILLIGAN SR.

Dated, April 1988

*Rec. 11.50  
Ret. Jeff Coleman*

NOV 23 4 52 PM '88

RECEIVED  
TOMPKINS COUNTY CLERK  
NOV 23 1988

8 Deed  
Rec 11/29/88  
L 642 P 186  
Tax Lot 44.-1-3.3

RECEIVED  
\$ 812.00  
REAL ESTATE  
1161 NOV 29 1988  
TRANSFER TAX  
TOMPKINS  
COUNTY

LIBER 642 PAGE 186

10023

WARRANTY DEED

THIS INDENTURE MADE THE 23rd DAY OF November , 1988

BETWEEN VIOLA MILLIGAN, residing at 2665 N. Triphammer Road, Ithaca, New York 14850 party of the first part, and LIANG CHUN PO and CHING PO MAXIM, residing at 201 Elmwood Avenue, Ithaca, New York 14850 as joint tenants, parties of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE AND NO/100 (\$1.00) DOLLAR, 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 distributees and assigns forever,

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins and State of New York and being a part of Military Lot #95 in said Town more particularly bounded and described as follows: Commencing at a point in the centerline of N. Triphammer Road said point being located Northerly a distance of 2,306 feet along said centerline from it's intersection with the centerline of Cherry Road in said town; thence running south 81° 36' East and passing through a 5/8 inch rebar with survey cap at 25 feet and running a total distance of 440 feet to a point marked by a 5/8 inch rebar with survey cap; thence running South 08° 54' West a distance of 246 feet to a point marked by a 5/8 inch rebar with survey cap; thence running South 81° 36' East 3,227.21 feet to a point marked by a 5/8 inch rebar with survey cap; thence running North 08° 20' East a distance of 432.54 feet to a point marked by an existing iron pipe; thence running North 07° 42' East a distance of 130.26 feet to a point marked by an existing iron pipe; thence running North 81° 27' West a distance of 2,973.66 feet to a point marked by a 5/8 inch rebar with a survey cap; thence running South 11° 06' West a distance of 16.5 feet to a point marked by a 5/8 inch rebar with a survey cap; thence running North 82° 35' West a distance of 461.06 feet to a point marked by a 5/8 inch rebar with survey cap; thence running South 08° 54' West a distance of 186 feet to a point marked by a 5/8 inch rebar with survey cap; thence running North 82° 35' West and passing through a 5/8 inch rebar with survey cap at 200 feet and running a total distance of 225 feet to a point in the centerline of N. Triphammer Road; thence South 08° 54' West a distance of 110.34 feet along the centerline of N. Triphammer Road to a point and the place of beginning containing 43.933 acres of land more or less.

SUBJECT TO the following:  
1. The rights of the public in and to that portion of the above described premises lying within the bounds of the public

*See Agreement, recorded in Deeds Bk. 664, p. 675*

*See Deeds, Liber 642 page 182.*

WESLEY E. McDERMOTT  
ATTORNEY AT LAW  
405 N. TIOGA ST.  
ITHACA, N. Y. 14850  
(607) 273-8410

highway.

2. A right of way given by Viola Milligan to the New York Telephone Company, dated June 5, 1976 and recorded June 8, 1976 in the Tompkins County Clerk's Office in Liber 551 of Deeds at page 852.

3. An easement given by Lester J. Milligan Sr. and Viola Milligan, to the New York State Electric and Gas Corporation dated May 7, 1968 and recorded in the Tompkins County Clerk's Office on July 30, 1968 in Liber 476 of Deeds at page 861.

4. A right of way given by Nina McGraw and Fred McGraw and Delta H. Knettles and Charles H. Blood to New York State Electric and Gas Corporation dated October 5, 1935 and recorded in the Tompkins County Clerk's Office on March 4, 1936 in Liber 239 of Deeds at page 106.

5. A right of way given by J. P. Knettles to Ovid Electric Company dated August 20, 1919 and recorded May 6, 1919 in the Tompkins County Clerk's Office in Liber 5 of miscellaneous records at page 83.

FURTHER SUBJECT TO life use of the residence house and two acres of land contiguous to said dwelling house by Viola Milligan only, provided however that the said use shall be as a residence only and not as rental property or for any other use. The said Viola Milligan shall pay all utilities, insurance, water and maintenance cost, keeping said premises in as good condition as on the date hereof.

BEING a part of the same premises conveyed to grantor herein and Lester J. Milligan by Deed of Delta Knettles individually and as executrix of the Last Will And Testament of John P. Knettles dated June 12, 1944 and recorded in the Tompkins County Clerk's Office on September 12, 1944 in Liber 272 of Deeds at page 238. The said Lester J. Milligan Sr. having died on July 6, 1971 leaving grantor herein as the sole surviving tenant by the entirety.

ALSO being the parcel shown and designated as parcel 2 on a certain survey map entitled Arthur Milligan Sr. and Viola Milligan N. Triphammer Road (Mil #95) Town of Lansing Tompkins County New York dated October 20, 1988 and drawn by Gary Bruce Davison a copy of said map being filed concurrently herewith.

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, their heirs, distributees and assigns forever.

AND SAID party of the first part covenant as follows:

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

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

IN PRESENCE OF

*Arthur F. Milligan* P.O. Clerk L.S.  
VIOLA MILLIGAN *milligan*

STATE OF NEW YORK )  
COUNTY OF TOMPKINS ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, Nineteen Hundred and EIGHTY EIGHT before me, the subscriber, personally appeared VIOLA MILLIGAN, to me personally known and known to me to be the same person described in and who executed the within Instrument, she acknowledged to me that she executed the same.

NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF TOMPKINS ) SS:

ON this 23rd day of November 23rd, 1988, before me, the subscriber, personally appeared, ARTHUR F. MILLIGAN SR., to me personally known to be the person described and appointed attorney-in-fact in and by a certain power of attorney executed by VIOLA MILLIGAN dated MAY 17, 1988, and recorded in the Tompkins County Clerk's Office concurrently herewith, and he acknowledged to me that he executed foregoing instrument as the act of the said VIOLA MILLIGAN and that said power of attorney is presently in full force and effect.

*Wesley E. McDermott*  
NOTARY PUBLIC

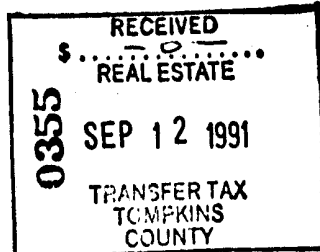
WESLEY E. McDERMOTT  
Notary Public, State of New York  
No. 55-7816135  
Qualified in Tompkins County  
Term Expires OCT 31, 1990

return: Jeff Coleman  
Rec 14.00  
Stamp 812

Tompkins County, ss: \_\_\_\_\_  
Recorded on the \_\_\_\_\_ Day of \_\_\_\_\_, 1988.  
A.S.S. Clerk, P.M., in Liber 642 of S.S.P.S.  
at page 186 and examined.  
*Wesley E. McDermott* Clerk  
WESLEY E. McDERMOTT  
ATTORNEY AT LAW  
405 N TIOGA ST.  
ITHACA, N.Y. 14850  
(607) 273-8410



9 Agreement to relinquish Life Estate  
Rec 09/12/91  
L 664 P 675



LIBER 664 PAGE 675

6913

AGREEMENT

THIS Agreement made this 10<sup>th</sup> day of September, 1991

by and between

VIOLA MILLIGAN and ARTHUR MILLIGAN, residing at 2665 N. Triphammer Road, Ithaca, New York party, of the first part and

LIANG CHUNG PO and CHING PO MAXIM, residing at 201 Elmwood Avenue, Ithaca, New York, parties of the second part.

WITNESSETH

WHEREAS, the party of the first part conveyed certain premises to the parties of the second part situate on N. Triphammer Road, in the Town of Lansing, County of Tompkins and State of New York by Deed dated the 23rd day of November, 1988 and recorded on the 29th day of November, 1988 in Liber 642 of Deeds at Page 186, and

WHEREAS, the aforesaid Deed reserved a life use by the party of the first part of the residence house and two (2) acres of land that contiguous to said dwelling house, and

WHEREAS, the aforesaid Deed required the party of the first part to continue to pay all utilities, insurance, water and maintenance on said dwelling house, and to maintain the premises subject to the life use in as good condition as of the date of purchase, and

WHEREAS, the parties wish to terminate the party of the first part's life use and the parties of the second part are willing to assume the responsibilities for payment of utilities, insurance, water and maintenance of the said dwelling house, now

WESLEY E. McDERMOTT  
ATTORNEY AT LAW  
405 N. TIOGA ST.  
ITHACA, N. Y. 14850  
607 273-8410

THEREFORE, the parties covenant and agree as follows:

1. The party of the first part, Viola Milligan hereby remises, releases and quit claims unto the parties of the second part, Liang Chung Po and Ching Po Maxim all of her right, title and interest as preserved as a life estate in a certain Deed from the party of the first part to the parties of the second part, which said Deed was dated the 23rd day of November, 1988 and recorded on the 29th day of November, 1988 in the Tompkins County Clerk's Office in Liber 624 of Deeds at Page 186, the said life estate being for the use of the dwelling house and two (2) acres of land contiguous to the dwelling house, all as shown on Parcel 2 of a certain survey map entitled "Lands of: Arthur Milligan Sr. and Viola Milligan located: N. Triphammer Road (Military Lot 95) in the Town of Lansing, County of Tompkins, State of New York" drawn by Gary Bruce Davidson and dated the 20th day of October, 1988 which said survey map was filed concurrently in the Tompkins County Clerk's Office with the above Deed.

2. The parties of the second part, Liang Chung Po and Ching Po Maxim agree that in consideration for the surrender of the life estate reserved unto the party of the first part during her lifetime, that from the date of this instrument and henceforth they shall assume all costs in relation to the premises hereby released, to include but not be limited to the costs for all utilities, insurance, water and the maintenance of the house. The parties of the second part further accept the said premises in "as is" condition.



STATE OF NEW YORK)  
COUNTY OF TOMPKINS) SS:

On this 10th day of September, 1991, before me, the subscriber personally appeared CHING PO MAXIM, to me known and known personally to me to be the same person described in and who executed the foregoing Instrument and she duly acknowledged to me that she executed the same.

Theresa M Rimbey  
NOTARY PUBLIC

THERESA M. RIMBEY  
Notary Public, State of New York  
No. 4800455  
Qualified in Tioga County  
My Commission Expires Feb. 28, 1992

STATE OF NEW YORK) COUNTY OF TOMPKINS) ss.

On this 11th day of September, 1991, before me came ARTHUR MILLIGAN, to me known, and known to me be the individual who executed the foregoing instrument, and known to me to be the individual described in and appointed attorney-in-fact by a certain Power of Attorney executed by VIOLA MILLIGAN, bearing date the 17th day of May, 1988, and was recorded in the Office of the Clerk of the County of Tompkins on November 29, 1988 in Liber 642 of Deeds at page 182, and ARTHUR MILLIGAN acknowledged that he executed the foregoing instrument as the act of said VIOLA MILLIGAN and as her attorney-in-fact, and the said ARTHUR MILLIGAN acknowledged to me that the said Power of Attorney has not been revoked by the death of the said VIOLA MILLIGAN or otherwise, and is in full force and effect.

Theresa M Rimbey  
Notary Public

THERESA M. RIMBEY  
Notary Public, State of New York  
No. 4800455  
Qualified in Tioga County  
My Commission Expires Feb. 28, 1992

WESLEY E. McDERMOTT  
ATTORNEY AT LAW  
405 N. TOGA ST.  
ITHACA, N. Y. 14850  
807) 273-8410

Tompkins County, ss:  
Recorded on the 12.....Day  
of September 21..... 1991  
o'clock 3 M., in Liber 664.....of  
Deeds  
at Page 675.....and examined.  
Aurora R. Valentich Clerk

10 Deed  
Rec 01/19/99  
L 839 P 1

FILED 839 PAGE 1

**WARRANTY DEED  
with Lien Covenant**

**THIS INDENTURE** made as of this 1st day of January, Nineteen Hundred and Ninety-Nine,

**BETWEEN** CHING PO and LIANG CHUN PO individually and as joint tenants, both of 201 Elmwood Avenue, Ithaca, NY 14850,  
parties of the first part, and

PO FAMILY LIMITED PARTNERSHIP, a limited partnership formed under the laws of the State of New York with principal offices at 201 Elmwood Avenue, Ithaca, NY 14850,

parties of the second part,

**WITNESSETH.** That the parties of the first part, in consideration of ONE AND NO/100 Dollars (\$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, distributees and assigns forever,

The transfer herein is not in the nature of a sale; a change in the form of ownership of the real estate is the sole purpose for this conveyance.

**SEE ATTACHED PARCELS (1-5) FOR LEGAL DESCRIPTIONS.**

**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 parties of the second part, its heirs, distributees and assigns forever

**AND** the parties of the first part 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 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

RECEIVED  
\$ 0  
JAN 19 1999  
SALVATORE  
TRANSFER TAX  
TOMPKINS COUNTY

See Misc. Bk. 72 Pg. 28

See Deed R/Rec Inst. # 435556-001

**PARCEL 1**  
**403 College Avenue, City of Ithaca, TP#64-2-29**

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

BEGINNING at a point in the east line of College Avenue, which point is 60 feet north of the north street line of Dryden Road, being the southwest corner of premises now or formerly of #407 College Avenue Assoc. described by deed recorded in the Tompkins County Clerk's Office in Liber 632 of Deeds at page 889;

thence south 89 degrees 42" East along the north face of the building on the premises herein described 70 feet;

thence south along the east face of the building on the within premises 36.75 feet to a point in the center of an underground telephone box;

thence north 89 degrees 42" West in part along the adjoining walls of the building on the within premises and the building on the south for 26.4 feet;

thence north along the adjoining walls of the two said buildings 1.75 feet;

thence north 89 degrees 42" West along the adjoining walls of the two buildings 43.6 feet to the east street line of College Avenue;

thence continuing along the same course an additional 30 feet to a point in the approximate centerline of College Avenue;

thence north along said centerline of College Avenue 35 feet (parallel to the west wall of the building on the within premises) to a point in said centerline;

thence south 89 degrees 42" East 30 feet to the point and place of beginning.

SUBJECT TO the rights of the public in and to that portion of the premises lying within the bounds of College Avenue.

SUBJECT TO a restriction against retail bookstore operations on the premises as follows: "the said premises shall not be used in part or in whole for the operation of a place of business where books are the main item offered for sale so long as Nebraska Book Co., Inc., its successors owns or operates a retail book store in the Collegetown area of the City of Ithaca, New York, or until January 31, 2010, whichever event occurs first".

TOGETHER WITH the right to use a lane running from the southeast corner of the above described premises southerly to Dryden Road, all as set forth in an agreement dated April 17, 1990 between Robert G. and Mable F. Johnson and the Ithaca Station, Inc. and SUBJECT TO all the obligations, limitations and restrictions set forth therein. The said agreement is recorded in the Tompkins County Clerk's Office in Liber 653 of Deeds at page 1102.

TOGETHER WITH the right to enter onto the property next north, known as 407 College Avenue, as an emergency route for ingress and egress and for access to the building on the above-described premises for fire fighting and other emergency purposes, all as set forth in an agreement dated November 6, 1990 between Ching Po and Liang Chun Po and 407 College Avenue Associates and SUBJECT TO all the conditions, obligations, limitations and restrictions set forth therein. The said agreement was recorded on November 13, 1990 in said Clerk's Office in Liber 658 of Deeds at page 692.

TOGETHER WITH the right to maintain an encroachment of the building on the above-described premises onto the College Avenue right of way, as set forth in an agreement dated December 14, 1990 between Liang Chun Po and Ching Po and the City of Ithaca and SUBJECT TO all conditions, obligations, limitations and restrictions set forth therein. The said agreement was recorded on December 28, 1990 in said Clerk's Office in Liber 659 of Deeds at page 488.

Being the same premises conveyed to Ching Po and Liang Chun Po by two Warranty Deeds one dated June 4, 1990 and recorded June 4, 1990 in said Clerk's Office in Liber 654 of Deeds at page 1032 and the other one dated December 21, 1990 and recorded December 28, 1990 in said Clerk's Office in Liber 659 of Deeds at page 493.

**PARCEL 1.****403 College Avenue, City of Ithaca, TP#64.-2-29**

Being the same premises shown on a survey map entitled "SURVEY MAP NO 403 COLLEGE AVENUE, CITY OF ITHACA, TOMP CO., N.Y." by T.G. Miller, P.C., Engineers & surveyors, dated March 14, 1990 a copy of which was recorded in said Clerk's Office in Liber 654 of Deeds at page 1034

The parcel described above is conveyed subject to the following mortgage.

A mortgage by Ching Po and Liang Chun Po to Robert G. Johnson and Mable F. Johnson dated June 4, 1990 and recorded June 4, 1990 in said Clerk's Office in Liber 580 of Mortgages at page 738, to secure \$344,000.00 and interest. Said mortgage was modified and spread by Agreement between Liang Chun Po and Ching Po to Robert G. Johnson and Mabel F. Johnson dated December 21, 1990 and recorded December 28, 1990 in said Clerk's Office in Liber 591 of Mortgages at page 985. Said mortgage was assigned by Assignment by Robert G. & Mable F. Johnson to Tompkins County Trust Company by Assignment dated December 5, 1991 and recorded January 2, 1992 in 61 of Assignments and Releases at page 1. Said mortgage was further modified by an Agreement between Liang Chun Po and Ching Po to Tompkins County Trust Company by Consolidation and Extension Mortgage Agreement dated January 2, 1992 and recorded January 2, 1992 in said Clerk's Office in Liber 611 of Mortgages at page 44, to secure an additional indebtedness of \$384,995.36 for a total indebtedness of \$725,000.00 and interest. The principal balance outstanding as of January 1, 1999 is \$645,888.12.

**PARCEL 2**  
**206 College Avenue, City of Ithaca, TP#68-5-11**

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

COMMENCING at the northwest corner of premises reputedly of Howard (see Liber 642 of Deeds at page 407), formerly of Myers (462 Deeds, Page 944), at an existing iron pipe set in the west street line of College Avenue, which pipe is situate northerly along said west street line a distance of 99.80 feet from another pipe set in north line of Cook Street; thence North 69 degrees 33' 48" West a distance of 100.13 feet, along Howard's North line; thence North 20 degrees 55' 21" East a distance of 50 feet along the west line of premises reputedly of Ledger Properties, Inc. (537 Deeds, Page 166) and Beach Avramis (659 Deeds Page 825) to a pipe in a retaining wall; thence South 69 degrees 33' 01" East a distance of 100.00 feet along Beach Avramis premises aforementioned, and the south line of premises reputedly of Beverly Hull (453 Deeds, Page 801) to a pipe on the western line of College Avenue; thence South 20 degrees 46' 28" West along the west line of College Avenue a distance of 49 98 feet to the place of beginning.

The dwelling on the above-described premises is known as No. 206 College Avenue, Ithaca, New York.

Together with all right, title and interest of the grantors lying between the last course above-described and the centerline of College Avenue.

Being the same premises conveyed to Ching Po and Liang Chun Po by Warranty Deed dated January 24, 1992 and recorded January 28, 1992 in the Tompkins County Clerk's Office in Liber 668 of Deeds at page 295.

Being the same premises described in a survey entitled "RESURVEY FOR JOHN; MARY CROWLEY" dated November, 1991 by George C. Schlecht. Said map was filed in the Tompkins County Clerk's Office on January 28, 1992 in Drawer S, Page 241.

The above described parcel is conveyed subject to the following mortgages:

1a. A mortgage given by John M. Crowley and Mary R. Crowley to Elmira Savings and Loan, FA dated August 5, 1987 and recorded August 7, 1987 in the Tompkins County Clerk's Office in Liber 523 of Mortgages at page 739, to secure \$105,000.00. Said mortgage was assumed by the grantors herein by Warranty Deed dated January 24, 1992 and recorded January 28, 1992 in said Clerk's Office in Liber 668 of Deeds at page 295.

1b. A mortgage given by Ching Po and Liang Chun Po to Elmira Savings and Loan, F.A. dated January 24, 1992 and recorded January 28, 1992 in said Clerk's Office in Liber 614 of Mortgages at page 344, to secure \$25,987.42 and interest.

The above stated two mortgages were consolidated into a single lien mortgage by an Consolidation Agreement between Elmira Savings & Loan, F.A. and Ching Po and Liang Chun Po by Agreement dated January 24, 1992 and recorded January 28, 1992 in said Clerk's Office in Liber 614 of Mortgages at page 341 to secure a total indebtedness of \$115,000.00 and interest. The principal balance outstanding as of January 1, 1999 is \$82,627.93.

2. A mortgage given by John Crowley and Mary Crowley to Samuel A. Gould by dated August 5, 1987 and recorded August 7, 1987 in said Clerk's Office in Liber 523 of Mortgages at page 746, to secure \$94,446.42 and interest. Said mortgage was assumed by Warranty Deed by the grantors herein dated January 24, 1992 and recorded January 28, 1992 in said Clerk's Office in Liber 668 of Deeds at page 295. Said mortgage was modified by Loan Modification Agreement between Samuel A. Gould and Liang Chun Po and Ching Po dated January 21, 1992 and recorded January 28, 1992 in said Clerk's Office in Liber 614 of Mortgages at page 340, and subsequently assigned to Shelley L. Gould by Assignment dated and recorded October 7, 1998 in said Clerk's Office in Liber 87 of Assignment and Releases at page 341. The principal balance outstanding as of January 1, 1999 is \$2,443.27.



**PARCEL 3**  
**202 College Avenue, City of Ithaca, TP#68.-5-13**

LIBER 839 PAGE 5

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

BEGINNING at the intersection of the west line of College Avenue and the north line of Cook Street, marked by a set pipe,

running thence south 89 degrees 50' west along the north line of Cook Street for a total distance of 100.0 feet to a point marked by a pipe, being the southeast corner of premises owned by Ledger Properties, Inc. (537.166),

running thence north along the east line of Ledger Properties, Inc. (R.O.) for a total distance of 50.0 feet to a point marked by a set pipe, and lying 1.1 feet, more or less, east of a stone wall,

running thence north 89 degrees 50 minutes east along the south line of premises reputedly owned by Howard (642.407) for a total distance of 100.0 feet to a point marked by an existing pipe in the west line of College Avenue,

running thence south 50.0 feet along the west line of College Avenue to the point or place of beginning

The above-described premises are more particularly shown on a survey map entitled "SURVEY MAP NO. 202 COLLEGE AVENUE, CITY OF ITHACA, TOMP. CO., N.Y." dated September 28, 1981 and amended January 3, 1992 by T. G. Miller P.C. Engineers and Surveyors a copy of which was recorded in the Tompkins County Clerk's Office on March 27, 1992 in Liber 672 of Deeds at page 28.

Being the same premises conveyed to Ching Po and Liang Chun Po by Warranty Deed dated March 26, 1992 and recorded March 27, 1992 in said Clerk's Office in Liber 672 of Deeds at page 27.

**The parcel described above is conveyed subject to the following mortgage:**

A mortgage given by Ching Po and Liang Chun Po to Tompkins County Trust Company dated March 26, 1992 and recorded March 27, 1992 in said Clerk's Office in Liber 631 of Mortgages at page 335, to secure \$275,000.00 and interest. Said mortgage was merged and consolidated by Agreement dated April 26, 1994 and recorded April 27, 1994 in said clerk's office in Liber 871 of Mortgages at page 185 to secure an additional indebtedness of \$107,601.63 for a total indebtedness of \$375,000.00 and interest. The principal balance outstanding as of January 1, 1999 is \$335,505.72.

**PARCEL 4****2665 N. Triphammer Road, Town of Lansing, TP#44-1-3.2****Parcel A** ←

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins and State of New York and being a part of Military Lot #95 in said Town more particularly bounded and described as follows: Commencing at a point in the centerline of N. Triphammer Road said point being located Northerly a distance of 2,306 feet along said centerline from it's intersection with the centerline of Cherry Road in said town; thence running south 81 degrees 36' East and passing through a 5/8" rebar with survey cap at 25 feet and running a total distance of 440 feet to a point marked by a 5/8" rebar with survey cap; thence running South 08 degrees 54' West a distance of 246 feet to a point marked by a 5/8" rebar with survey cap; thence running South 81 degrees 36' East 3,227.21 feet to a point marked by a 5/8" rebar with survey cap; thence running North 08 degrees 20' East a distance 432.54 feet to a point marked by an existing iron pipe; thence running North 07 degrees 42' East a distance of 130.26 feet to a point marked by an existing iron pipe, thence running North 81 degrees 27' West a distance of 2,973.66 feet to a point marked by a 5/8" rebar with a survey cap, thence running South 11 degrees 06' West a distance of 16.5 feet to a point marked by a 5/8" rebar with a survey cap; thence running North 82 degrees 35' West a distance of 461.06 feet to a point marked by a 5/8" rebar with survey cap; thence running South 08 degrees 54' West a distance of 186 feet to a point marked by a 5/8" rebar with survey cap, thence running North 82 degrees 35' West and passing through a 5/8" rebar with survey cap at 200 feet and running a total distance of 225 feet to a point in the centerline of N. Triphammer Road; thence South 08 degrees 54' West a distance of 110.34 feet along the centerline of N. Triphammer Road to a point and the place of beginning containing 43.933 acres of land more or less.

SUBJECT TO the following:

1. The rights of the public in and to that portion of the above described premises lying within the bounds of the public highway.
2. A right of way given by Viola Milligan to New York Telephone Company, dated June 5, 1976 and recorded June 8, 1976 in the Tompkins County Clerk's Office in Liber 551 of Deeds at page 852.
3. An easement given by Lester J. Milligan Sr. and Viola Milligan to New York State Electric and Gas Corporation dated May 7, 1968 and recorded in said Clerk's Office in Liber 476 of Deeds at page 861.
4. A right of way given by Nina McGraw and Fred McGraw and Delta H. Knettles and Charles H. Blood to New York State Electric and Gas Corporation dated October 5, 1935 and recorded in said Clerk's Office on March 4, 1936 in Liber 239 of Deeds at page 106.
5. A right of way given by J.P. Knettles to Ovid Electric Company dated August 20, 1919 and recorded May 6, 1919 in said Clerk's Office in Liber 5 of Miscellaneous records at page 83.

Further subject to life use of the residence house and two acres of land contiguous to said dwelling house by Viola Milligan only, provided however that the said use shall be as a residence only and not as rental property or for any other use. The said Viola Milligan shall pay all utilities, insurance, water and maintenance cost, keeping said premises in as good condition as of the date of November 23, 1988.

Being the same premises conveyed to Liang Chun Po and Ching Po Maxim by Warranty Deed dated November 23, 1988 and recorded November 29, 1988 in said Clerk's Office in Liber 642 of Deeds at page 186.

Also being the parcel shown and designated as parcel 2 on a certain survey map entitled Arthur Milligan Sr. and Viola Milligan N. Triphammer (Mil #95) Town of Lansing Tompkins County New York dated October 20, 1988 and drawn by Gary Bruce Davison a copy of which was filed in the Tompkins County Clerk's Office on November 29, 1988 in Drawer L, Page 71.

**Parcel B** 2669 N. TRIPHAMMER RD, TW OF LANSING TP# 44-1-2

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins and State of New York being a part of Military Lot #95 in said Town and more particularly bounded and described as follows: Commencing at a point in the centerline of North

**PARCEL 4**

( PARCEL B 2669X, Triphammer Road, Town of Lansing, TPA44-1-2, (LANSING) )

Triphammer Road in said Town said point being located Northerly a distance of 2,416.34 feet along said centerline from it's intersection with the centerline of Cherry Road in said Town; thence running North 08 degrees 54' East along the centerline of said North Triphammer Road a distance of 186.00 feet to a point, thence running South 82 degrees 35' East and passing through a point marked by a 5/8" rebar with survey cap at 25 feet and running a total distance of 225 feet to a point marked by a 5/8" rebar with survey cap, thence running south 08 degrees 54' West a distance of 186 feet to a point marked by a 5/8" rebar with survey cap, thence running North 82 degrees 35' West and passing through a point marked by a 5/8" rebar with survey cap at 200 feet and running a total distance of 225 feet to a point in the centerline of North Triphammer Road and the point or place of beginning. The above described parcel contains .96 acres of land more or less.

SUBJECT TO the following to the extent that they affect the above described premises.

1 The rights of the public in and to that portion of the above described premises lying within the bounds of the public highway

2 A right of way given by Arthur Milligan Jr. and Susan Milligan to New York Telephone Company dated May 1, 1976 and recorded in the Tompkins County Clerk's Office on May 21, 1976 in Liber 551 of Deeds at page 372

3 An easement given by Arthur Milligan Jr. and Susan Milligan to New York State Electric and Gas Corporation dated May 9, 1968 and recorded on July 30, 1968 in said Clerk's Office in Liber 476 of Deeds at page 859

4 A right of way given by Nina McGraw, Fred McGraw, Delta H. Knettles and Charles H. Blood to New York State Electric and Gas Corporation dated October 5, 1935 and recorded March 4, 1936 in said Clerk's Office in Liber 239 of Deeds at page 106.

5 A right of way given by J.P. Knettles, to the Oxid Electric Company dated August 20, 1919 and recorded on May 6, 1919 in said Clerk's Office in Liber 5 of Miscellaneous Records at page 83

Being the same premises conveyed to Liang Chun Po and Ching Po Maxim by Warranty Deed dated November 23, 1988 and recorded November 29, 1988 in said Clerk's Office in Liber 642 of Deeds at page 189

Also being the same premises shown and designated as Parcel 1 on a certain survey map entitled Lands of Arthur Milligan Sr. and Viola Milligan located, North Triphammer Road (Mil. Lot #95) Town of Lansing Tompkins County New York dated October 20, 1988 and drawn by Gary Bruce Davison a copy of said map was filed in the Tompkins County Clerk's Office on November 29, 1988 in Drawer L, Page 71.

The above described parcels are conveyed together with all rights of grantors contained in an Option to Purchase between Arthur Milligan, Sr. and Liang Chun Po and Ching Po Maxim dated November 23, 1988 and recorded December 14, 1988 in said Clerk's Office in Liber 33 of Misc. Records at page 171.

Also the above described parcels are conveyed together with and subject to an agreement between Viola Milligan and Arthur Milligan and Liang Chun Po and Ching Po Maxim dated September 10, 1991 and recorded September 12, 1991 in said Clerk's Office in Liber 664 of Deeds at page 675.

**PARCELS**  
**Stormy View Drive, Town of Lansing, TP#41-1-29.2**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins and State of New York, being Lots Nos. 71, 72, 73, 75 and 76, together with the portion of Sky Acres Drive lying between the westerly line of Stormy View Road and the easterly line of North Triphammer Road, all as shown on a subdivision map entitled "Sky Acres Developer and Builder Alex Cima" map and measurements by Kenneth L. Jones, approved by Howard L. Schlieder, L.S., a copy of which was filed in the Tompkins County Clerk's Office on October 21, 1970 in Town of Lansing 1970 Map Book at Page 11-14.

Subject to easements of record.

The lots set forth above are subject to the following covenants and restrictions which shall run with the land for a period of 20 years from the date hereof.

1. Each of the numbered lots specified above shall be used for residential purposes only and may be improved only with a dwelling containing units for not more than two families, private dwelling garages for personal passenger automobiles and structures incident to private dwellings. Any dwellings constructed on said premises shall have a market value at 1986 of at least \$140,000.00, exclusive of land value. The road shall be used only for road purposes unless and until an approved revision of the above mentioned subdivision map has been obtained and the consent of the owner of lots 74 and 77 as shown on said map has been obtained for relocation or other use of said land as shown as the roadway on said map.
2. No chickens or livestock of any nature or description shall be kept on any of the premises except the usual household pets.
3. The exterior of any dwelling constructed on any of the premises shall be completed within two years of commencement of the improvement.
4. No dwelling shall be moved to or reconstructed on any of the premises.
5. No trailers or mobile homes shall be kept on any of the premises at any time.
6. None of the premises shall be used for storage of any materials, machinery or equipment or supplies of any kind or nature except during the course of construction of any improvement on the land.
7. No building shall be constructed less than 25 feet from the highway right of way line nor closer than 12 feet from the side and rear lot lines.
8. No improvement shall be erected so as to exceed 30 feet in height measured from the average elevation of the ground at the base of the building. This limitation does not apply to chimneys, ventilators or other usual projections.
9. No fence or wall other than the wall of a building shall exceed six feet in height above ground.
10. Modern sanitary septic tank system, approved and installed pursuant to directions of the Tompkins County Department of Health, shall be used.
11. None of the above described lots shall be subdivided.
12. None of the premises shall be used for commercial purposes of any kind or nature. For the purpose of this covenant the giving of instrumental or voice lessons for hire to individuals or small groups shall not be deemed a "commercial purposes."

Being the same premises conveyed to Ching Po and Liang Chun Po by Warranty Deed dated July 12, 1989 and recorded July 19, 1989 in the Tompkins County Clerk's Office in Liber 647 of Deeds at page 938.

Subject to a right of way for ingress and egress over the road denominated "Sky Acres" to and from the portion of Sky Acres Drive that has already been conveyed to the Town of Lansing to and from North Triphammer Road, all as shown on the above mentioned map, for the benefit of the owner or owners of lot 74 and lot 77 as shown on said map unless and until access to said lots is

***PARCEL 5***  
***Stormy View Drive, Town of Lansing, TP#41-1-29.2***

provided in some other manner acceptable to the owners of said lots 74 and 77 and said lot owners have released or otherwise terminated the right of way granted by this paragraph.

TOGETHER WITH that strip or gore of land lying immediately adjacent and to the north of lots 71 and 75 and south of the southerly boundary of premises reputedly of Pinney (see Liber 675 of Deeds at page 150) as more particularly shown on a map, incorporated herein by reference entitled "SURVEY MAP SHOWING LANDS OF CHING AND LANG CHUN PO, NORTH TRIPHAMMER ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK" dated April 5, 1993 by T.G. Miller P.C. Engineers and Surveyors to be filed concurrently herewith.

seals the day and year first above written.

IN PRESENCE OF

LIANG CHUN PO  
LIANG CHUN PO

Ching Po  
CHING PO

)  
) ss:

On the \_\_\_\_ day of January in the year nineteen hundred ninety nine before me, the undersigned, a Notary Public in and for said \_\_\_\_\_, personally appeared LIANG CHUN PO, 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

)  
) ss:

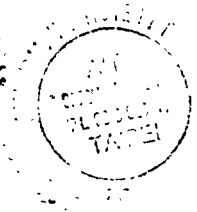
On the \_\_\_\_ day of January in the year nineteen hundred ninety nine before me, the undersigned, a notary public in and for said \_\_\_\_\_, personally appeared CHING PO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the 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.

Taiwan }  
City of Taipei }  
American Institute in } ss:  
Taiwan, Taipei Office }

\_\_\_\_\_  
NOTARY PUBLIC

On January 11, 1999, before me, the undersigned, personally appeared Liang Chun Po and Ching Po proved to me on the basis of satisfactory evidence to be the person whose name(s) ~~is~~ are subscribed to this instrument, and acknowledged that ~~he~~ ~~she~~ / they executed it.

Thomas J. Meredith  
Thomas J. Meredith  
Special Notary (PL96-8)  
at and duly qualified  
My commission expires August 4, 1999



Functionary County, ss: 18  
Registered on the \_\_\_\_\_  
\_\_\_\_\_ o'clock P.M., in the  
\_\_\_\_\_ and was  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
Return to  
GAMER

11 Deed  
Rec 03/30/01  
L 900 P 17  
Tax Lot 44.-1-3.3

LIBER 900 PAGE 17

**WARRANTY DEED  
with Lien Covenant**

**THIS INDENTURE** made this 30th day of March, in the year Two Thousand One

**BETWEEN** Po Family Limited Partnership, a limited partnership formed under the laws of the State of New York, with principal offices at 201 Elmwood Avenue, Ithaca, New York 14850,  
party of the first part, and

John F. Young and Susan M. Barnett, husband and wife, residing at 410 Triphammer Road, Ithaca, New York 14850, as tenants by the entirety as to an undivided one-half interest, and James R. Young and Julie R. Young, husband and wife, residing at RD3, Box 149, Port Allegany, PA 16743, as tenants by the entirety as to the remaining undivided one-half interest,  
party of the second part,

**WITNESSETH**, That the party of the first part, in consideration of ONE AND NO/100 Dollars (\$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, the survivor(s), his or her distributees and assigns forever.

The premises are more fully described on the attached Schedule A.

**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, distributees and assigns forever.

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

**IN WITNESS WHEREOF**, the party of the first part have hereunto set its hand and seal the day and year first above written.

**IN PRESENCE OF** PO FAMILY LIMITED PARTNERSHIP

By: *Ching Po*  
Ching Po, General Partner

RECEIVED/FILED  
TOMPKINS COUNTY CLERK  
2001 MAR 30 AM 10:11

STATE OF NEW YORK )  
COUNTY OF TOMPKINS ) ss:

On the 30th day of March in the year 2001, before me, the undersigned, a Notary Public and for said State, personally appeared Ching Po, personally known to me or proved 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.

DAVID A. TYLER  
Notary Public, State of New York  
No. 4633353  
Qualified in Tompkins County  
Commission Expires Sept 30, 2002

*David A. Tyler*  
NOTARY PUBLIC

## SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins and State of New York, and being a part of Military Lot #95 in said Town, and more particularly bounded and described as follows:

BEGINNING at a point marked by a pin, which point is located the following four courses and distances from the intersection of the center line of North Triphammer Road with the center line of Triphammer Terrace:

1. southerly along North Triphammer Road a chord distance of 2,398 feet, more or less, to a point in the center line of North Triphammer Road;
2. south 02 degrees 11' 35" east 299.59 feet to a point in the center line of North Triphammer Road;
3. south 02 degrees 07' 20" east 342.32 feet to a point in the center line of North Triphammer Road;
4. *map* north 86 degrees 18' 07" east, passing through a pin set in the easterly line of North Triphammer Road at 25 feet, and continuing along this course a total distance of 440.13 feet to the point or place of beginning (which point marks the northwesterly corner of Parcel B and the northeasterly corner of Parcel E as shown on the survey map hereinafter referenced);

Running thence south 02 degrees 12' 53" east, passing through pins at 186 feet, at a further distance of 118.07 feet, for a total distance on this course of 550.07 feet to an existing pin at the southeasterly corner of premises reputedly of Milligan (643 Deeds at page 417);

Running thence north 87 degrees 17' 07" east along the north line of premises now or formerly of Cornell University (439/452), passing through pins at 300 feet, 600 feet, 900 feet, 1,250 feet, and 1,500 feet, and continuing on this course a total distance of 3,227.40 feet to a pipe;

Running thence north 02 degrees 49' 26" west along the west line of premises reputedly of Hillcrest Associates (643 Deeds at page 1069) a distance of 432.09 feet to a pipe;

Running thence north 03 degrees 33' 46" west along the west line of premises reputedly of Krizek (835 Deeds at page 25) a distance of 130.14 feet to a pipe;

Running thence south 87 degrees 26' 46" west along said premises reputedly of Krizek (835 Deeds at page 25) a distance of 1,812.15 feet to a pipe;

Running thence south 87 degrees 27' 22" west a distance of 1,160.95 feet to a pin (this and the next two courses being along the southerly boundary of other premises of the grantees);

Running thence south 00 degrees 00' 22" east a distance of 16.50 feet to a pin;

Running thence south 86 degrees 18' 07" west a distance of 246.02 feet to the point or place of beginning.

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

1. Right of way given to Ovid Electric Company dated August 20, 1919 and recorded May 6, 1919 in said Clerk's Office in Liber 5 of Miscellaneous Records at page 83.
2. Right of way given to New York State Electric and Gas Corporation dated October 5, 1935 and recorded March 4, 1936 in said Clerk's Office in Liber 239 of Deeds at page 106.
3. Easement to New York State Electric and Gas Corporation dated May 7, 1968 and recorded in said Clerk's Office in Liber 476 of Deeds at page 861.
4. Right of way given to New York Telephone Company dated June 5, 1976 and recorded June 8, 1976 in the Tompkins County Clerk's Office in Liber 551 of Deeds at page 852.



The above-described premises are shown as Parcel B on a survey map entitled "Survey Map showing lands of Po Limited Partnership and Young et al., No. 2665 - No. 2677 North Triphammer Road, Town of Lansing, Tompkins County, New York", prepared by T.G. Miller, P.C., Engineers and Surveyors, dated February 13, 2001, a copy of which is intended to be filed concurrently herewith.

The above-described parcel is being expressly conveyed without access (ingress or egress) to North Triphammer Road and there shall be no implied easement of access or easement of necessity over the portion of the premises being retained by the grantor for the benefit of the premises hereby conveyed (the premises being retained being shown on the T.G. Miller survey being filed concurrently herewith as Parcels C and D/E thereon).

BEING A PORTION OF PARCEL 4(A) described and conveyed in the deed from Ching Po and Liang Chun Po to Po Family Limited Partnership dated January 1, 1999 and recorded January 19, 1999 in the Tompkins County Clerk's Office in Liber 839 of Deeds at page 1.

Also being a portion of the parcel shown and designated as Parcel 2 on a certain survey map entitled "Arthur Milligan, Sr., and Viola Milligan, N. Triphammer (Mil #95), Town of Lansing, Tompkins County, New York", dated October 20, 1988, and drawn by Gary Bruce Davison, a copy of which was filed in said Clerk's Office on November 29, 1988 in Drawer L, page 71, said Parcel 2 having been conveyed to Liang Chun Po and Ching Po (formerly) Maxim by deed dated November 23, 1988 and recorded November 29, 1988 in said Clerk's Office in Liber 642 of Deeds at page 186.

RECEIVED  
\$ 604.00  
MAR 3 0 2001 1811  
REAL ESTATE  
TRANSFER TAX  
TOMPKINS COUNTY

Tompkins County, NY  
Recorded on the 30<sup>th</sup> Day  
of March 2001 at 10:14  
o'clock A M., in Liber 900  
of Deeds at page 17  
and examined.  
*Geneva R. Valenti*