



# This Indenture

01757

Made the 9th day of June

LIBER 500 PAGE 614

Nineteen Hundred and Seventy-two

Between GORDON THAYER of R.D. #2, Locke, New York

part y of the first part, and

VAUGHN H. SELBY and ARLENE F. SELBY,  
 husband and wife, both of R.D. #3,  
 Cold Springs Trailer Park, Trumansburg,  
 New York, as tenants by the entirety,

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

-----O N E-----Dollar (\$ 1.00 )  
 lawful money of the United States, and other valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, the survivor, his or her distributees and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, State of New York, located on Ludlow Road, more particularly bounded and described as follows: Commencing at a point in the center line of Ludlow Road, said point being approximately 1,914 feet southeasterly along Ludlow Road from its intersection with the center line of Algerine Road and said point of beginning being the southwesterly corner of a parcel conveyed to Gordon Thayer by deed of Philip J. Stanion and Louise Stanion hereinafter referred to; running thence north 68° 38' east along the southerly line of the aforesaid Thayer parcel a distance of 350 feet to an iron pipe; thence north 17° west 225.71 feet to an iron pipe; thence south 70° 58' west 349.20 feet to the center line of Ludlow Road, passing through an iron pipe 30 feet easterly of the center line of Ludlow Road; thence south 17° east 240 feet to the point or place of beginning.

Reference is made to a "Map of Survey Parcel of Land Owned by Gordon Thayer" dated June 1, 1972 intended to be filed concurrently herewith.

Subject to a right of way granted to the New York State Electric & Gas Corporation by instrument dated October 22, 1947 and recorded in the Tompkins County Clerk's Office in Liber 305 of Deeds at page 68, subject to an easement granted to the New York State Electric & Gas Corporation by instrument dated January 28, 1972, recorded in the Tompkins County Clerk's Office in Book 499 of Deeds at page 45 and subject to the rights of the public in and to that portion of the above described premises which lie within the boundaries of the public highway.

Being a portion of the premises conveyed to Gordon Thayer from Philip J. Stanion and Louise E. Stanion by deed dated September 7, 1971, recorded in said Clerk's Office in Liber 494 of Deeds at page 936.

Subject to the following covenants which shall run with the land for a period of 25 years from the date hereof:

1. The land shall be used for residential purposes only, and only one residence, not exceeding two families, shall be built on said lot.
2. Modern sanitary septic tank system, approved and installed pursuant to directions of the Tompkins County Department of Health shall be used.
3. No building shall be erected other than a private dwelling, and once a private dwelling is erected a garage for personal passenger cars and buildings incidental to a private dwelling. Any dwelling constructed on said lot shall have a market value of at least \$25,000 exclusive of land.

4. This parcel shall not be subdivided.
5. The premises shall not be used for commercial purposes of any kind or nature.
6. No livestock or poultry of any kind or nature shall be kept on the premises, except the usual household pets. Any pets kept on the premises shall be harboured in such manner as to avoid any inconvenience or annoyance to surrounding landowners.
7. The exterior of any house constructed on the premises (exclusive of landscaping) shall be completed within 2 years after foundation is finished.
8. No trailers or mobile homes shall be kept on the premises at any time except camping vehicles may be stored on the premises provided they are stored in a building or stored on the premises behind landscaping in such manner as to be out of sight from the public highways and adjoining landowners.
9. The premises shall not be used for storage of any materials, equipment or supplies of any kind or nature.
10. Any dwelling and buildings incidental thereto, constructed on said premises, shall be built at least 25 feet from any street or highway line and at least 12 feet from the lot lines.
11. No fence or wall, other than the wall of a building, may be built to a height of more than 6 feet, so that same will not interfere with a neighbor's light, air or view.
12. These restrictions may be modified in whole or in part by a written agreement of Gordon Thayer if he owns any of the property described in the above deed from Stanion lying within 300 feet of any part of the perimeter of the within described lot, or by agreement of all of the neighbors who own property whose title is derived from the above mentioned deed from Stanion to Thayer and which property lies within 300 feet of the perimeter of the within described lot.

Tax Map No. 15-1-18.2  
Town of Lansing  
Mailing Address: Ludlow Road

LIBR 506 716 225

DATE 07/10/00 010

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

We have and in hold the premises herein granted unto the parties of the second part, the survivor, his or her distributees 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

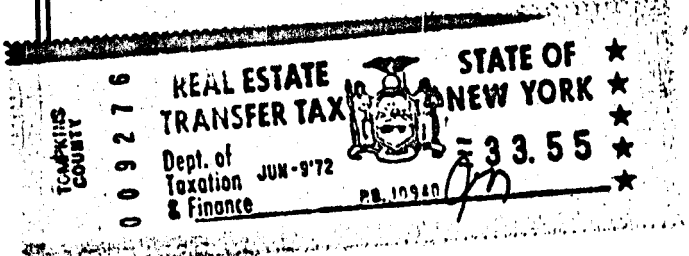
will forever warrant the title to said premises.

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 his hand and seal the day and year first above written.

In Presence of

*Gordon Thayer*  
GORDON THAYER



State of New York } On this 9th day of June  
County of TOMPKINS } ss. Nineteen Hundred and Seventy-two  
before me, the subscriber, personally appeared GORDON THAYER

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

*John C. Barney*  
Notary Public  
JOHN C. BARNEY  
Notary Public, State of New York  
No. 55-0169985  
Qualified in Tompkins County  
Term Expires March 30, 1973

A true copy of the original recorded on the 9th day of June 1972 at 3:38 o'clock P.M., and examined.

*Eric S. Boyd*  
Clerk