



**John M. Urusky**  
Remedial Project Manager

Corporate Environmental Programs  
General Electric Company  
One Computer Drive South  
Albany, New York 12205  
Phone: (518) 458-6623; Fax: (518) 458-9247

**VIA FEDERAL EXPRESS**

July 14, 1999

Chief, Central New York Remediation Section  
Emergency and Remedial Response Division  
United States Environmental Protection Agency - Region II  
290 Broadway - 19th Floor  
New York, New York 10007

Attention: Alison Hess (RPM) (2 copies)  
Malta Rocket Fuel Area Site

Chief, New York/Caribbean Superfund Branch  
Office of Regional Counsel  
United States Environmental Protection Agency - Region II  
290 Broadway - 17th Floor  
New York, New York 10007

Attention: Malta Rocket Fuel Area Site Attorney (1 copy)

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

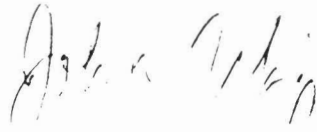
Re: DOJ # (90-11-3-1575) (1 copy)

**Subject: Luther Forest Corp. Property Easement  
Malta Rocket Fuel Area Site  
Malta, New York**

Dear Alison:

Enclosed, in accordance with the RD/RA Consent Decree are an original certified copy and two copies of the Environmental Restriction Easement and Declaration of Restrictive Covenants, date stamped June 28, 1999, by and between the Luther Forest Corporation and General Electric Company. Also enclosed are copies of the title search for the Luther Forest Corporation and an update of same to June 28, 1999, the date of recording. Please contact me if you have any questions.

Sincerely,



John M. Uruskyj, C.P.G.  
Remedial Project Manager

enclosure

cc: Director, Division of Hazardous Waste Remediation  
New York State Department of Environmental Conservation  
Room 222  
50 Wolf Road  
Albany, New York 12233-7010

Attention: Project Manager (3 copies)  
Malta Rocket Fuel Area Site

Chief, Environmental Defense Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 23986  
Washington, D.C. 20026-3986

Re: DJ # (90-11-6-57) (1 copy)

Hal Brodie, Esq., NYSERDA  
Raymond Kazyaka, Wright Malta  
James Maher, Esq., Curtiss-Wright  
Lorraine Miller, Olin Corporation  
Steven Balser, Power Technologies  
Cynthia Scheuer, Mechanical Technology

JMU/jmu  
99jumrfa030

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bcc: Bonnie Harrington, Esq., General Electric  
Richard Miller, Esq.

# TRINITY ABSTRACT, INC.

"THE SERVICE PEOPLE"

Corporate Offices

10 Washington Street

Rensselaer, New York 12144

TEL (518) 465-6776

FAX (518) 465-6792

July 13, 1999

Paul A. Feigenbaum, Esq.  
Couch White Brenner Howard & Feigenbaum, LLP  
540 Broadway, P.O. Box 22222  
Albany, New York 12201-2222

Re: The Luther Forest Corporation  
Environmental Restriction Easement  
Towns of Malta and Stillwater  
Title No. TRI-SAR-11334

RECEIVED  
VIA HAND  
DELIVERY  
7/13 mal

Dear Mr. Feigenbaum:

Pursuant to your request, Trinity Abstract, Inc. has continued the title to premises situate in the Towns of Malta and Stillwater, Saratoga County, New York, owned by "THE LUTHER FOREST CORPORATION" by examination of the records of the Saratoga County Clerk from May 13, 1999 through June 28, 1999 at 2:45 p.m. and finds the following instruments of record only:

Environmental Restriction Easement and Declaration of Restrictive Covenants between The Luther Forest Corporation ("Grantor") and General Electric Company ("Grantee") dated June 24, 1999 and recorded in the Saratoga County Clerk's Office June 28, 1999 in Liber 1522 of Deeds at Page 54.

A certified copy of the above referenced instrument is enclosed. Please call if you have any questions or require further information regarding this matter.

Sincerely,

TRINITY ABSTRACT, INC.

  
Shawn Patrick Abrams, President

SPA/11334.let  
enclosures:



SARATOGA COUNTY CLERK  
COUNTY CLERK'S RECORDING PAGE

RECEIPT NO.: 223647

INDEXED BY: 

SCANNED BY:

BOOK OF DEEDS

BOOK 01522 PAGE 00054

NO. PAGES 10

INSTRUMENT CODE: AGMWT

INSTRUMENT NO.: 990009520

RECORDING:

RECORDING PAPER FEES	38.00
EDUCATION FEE	5.00
DEEDS - EA-5217	0.00
FILING FEE	5.00

TOTAL: 48.00

\*\*\*\*\*NOTICE: THIS IS NOT A BILL\*\*\*\*\*

STATE OF NEW YORK  
SARATOGA COUNTY CLERK

RECORDED ON 06/28/99 AT 02:45 PM

IN BOOK DEEDS PAGE 00054 OF 01522

TRANSFER TAX

Transfer Tax 0.00

Transfer Tax# 990009520

Kathleen A. Marchione  
SARATOGA COUNTY CLERK

THIS PAGE IS PART OF THE INSTRUMENT

**ENVIRONMENTAL RESTRICTION EASEMENT  
and  
DECLARATION OF RESTRICTIVE COVENANTS**

This Environmental Restriction Easement and Declaration of Restrictive Covenants is made this 24 day of June, 1999, by and between THE LUTHER FOREST CORPORATION ("Grantor"), having an address of P.O. Box 2109, Malta, New York 12020 and the GENERAL ELECTRIC COMPANY ("Grantee"), having an address of One Computer Drive South, Albany, New York 12205.

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the County of Saratoga, in the State of New York, more particularly described and depicted in Exhibits A and B, respectively, attached hereto and made a part hereof (the "Property"); and

WHEREAS, a portion of the Property overlies the contamination and the remainder of the Property is adjacent to the contamination associated with the Malta Rocket Fuel Area Superfund Site (the "MRFA Site"), which the United States Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, which is set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on July 22, 1987; and

WHEREAS, in a Record of Decision dated July 18, 1996 (the "ROD"), the Regional Administrator of EPA, Region II, selected the remedy for the MRFA Site, which provides for response actions at the MRFA Site that include, in relevant part, the implementation and maintenance of institutional controls, including deed restrictions, to prevent ingestion of contaminated ground water, to restrict the withdrawal of ground water within the vicinity of the plume of volatile organic compounds that could adversely impact the ground water remedy and to restrict the Malta Test Station to commercial/industrial use, which is its current land use; and

WHEREAS, the remedy is being implemented at the MRFA Site pursuant to the Consent Decree for the MRFA Site (titled United States of America v. Curtiss-Wright Corporation, et al., bearing Docket Number 98-CV-0014 and entered in the United States District Court for the Northern District of New York on March 16, 1998 ("CD")); and

WHEREAS, Grantor has entered into the CD pursuant to which, inter alia, Grantor agreed to enter into this Environmental Restriction Easement and Declaration of Restrictive Covenants; and

SARATOGA COUNTY CLERK  
R990009520  
VOL 01522 PAGE 00054  
FILED 06/28/99 02:45 PM

WHEREAS, the parties hereto, accepting that it is appropriate and necessary to impose on the Property an environmental restriction easement and restrictive covenants that will run with the land for the purpose of protecting human health and the environment, hereby agree to impose on the Property use restrictions as an easement and covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, the parties intend the aforementioned environmental restriction easement to be a "negative easement", i.e. specifically to restrict the use of the ground water underlying the Property in accordance with the provisions set forth in this instrument and further intend that this instrument shall not be construed as creating an "affirmative easement"; and

WHEREAS, Grantor anticipates the possibility of dedicating a portion of the Property to a municipality for future use as a possible roadway, and, if such event were to occur, Grantor recognizes, in accordance with paragraph 8 of this instrument, below, its obligation specifically to recite the existence of this Environmental Restriction Easement and Declaration of Restrictive Covenants in any deed of conveyance of the real property comprising such roadway; and

WHEREAS, Grantee will not object to any such dedication of the Property provided that such dedication and anticipated use do not result in any substantial increase in costs of the remedy and comply fully with the terms and conditions set forth in this instrument; and

WHEREAS, Grantor wishes and is prepared to cooperate fully with the Grantee in the implementation of the remedy at the MRFA Site to the extent provided in and consistent with this instrument;

#### NOW, THEREFORE:

1. Grant: Grantor, in consideration of \$1.00 and other good and valuable consideration, does hereby grant, covenant and declare that the Property shall be subject to the environmental restriction easement and restrictive covenants that impose the restrictions on use set forth below in paragraph 3, and does give, grant and convey to the Grantee the right to enforce said use restrictions on the Property, which restrictions shall be of the nature, character and for the purposes set forth below.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights that will run with the land: a) to restrict the use of the ground water underlying the Property consistent with the terms of the CD, including the ROD, thereby facilitating the remediation of environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants that exist at the MRFA Site, and b) to permit the enforcement of the restrictions set forth below.
3. Restrictions on Use: The restrictions on use specified in this paragraph apply to the use of the Property, which run with the land and are binding on the Grantor. Said restrictions

will terminate when EPA certifies completion of the Work pursuant to paragraph 50.b. of Section XIV of the CD, unless otherwise modified pursuant to an appropriate consent from EPA in accordance with the provisions of paragraph 4 of this instrument. Said restrictions shall apply to the use of the ground water underlying the Property as follows:

Unless approved by EPA in writing, Grantor shall not (and shall not authorize any third party to) extract, consume, expose and/or utilize in any other way the ground water underlying the Property, provided, however, that nothing in this paragraph shall be deemed to preclude the monitoring of the ground water at the MRFA Site in accordance with the CD.

4. Modification: The restrictions on use specified in paragraph 3 of this instrument may only be modified, in writing, by the Grantee, with the prior written consent of EPA, provided, however, that any modifications of said restrictions shall not adversely affect the remedy selected by EPA for the MRFA Site. For example, ground water underlying the Property may be extracted if it can be demonstrated by Grantor to EPA's satisfaction that such extraction shall not adversely affect the remedy selected by EPA for the MRFA Site. If requested by Grantor, such writing will be executed by Grantee in recordable form.
5. Reserved Rights of Grantor: Grantor hereby reserves all rights and privileges in and to the use of the Property except those restricted by paragraph 3 of this instrument.
6. EPA's Rights: Nothing in this instrument shall limit or otherwise affect, or shall be deemed to limit or otherwise affect, EPA's rights of entry and access, or EPA's authority to take response actions, under CERCLA, the NCP, or other applicable federal law or regulation.
7. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed or shall be deemed conveyed by this instrument.
8. Notice Requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice that is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS  
SUBJECT TO AN ENVIRONMENTAL RESTRICTION  
EASEMENT AND DECLARATION OF RESTRICTIVE  
COVENANTS, DATED June 24, 1999, RECORDED IN  
THE OFFICE OF THE CLERK OF SARATOGA COUNTY  
ON \_\_\_\_\_, 19\_\_\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_,  
IN FAVOR OF THE GENERAL ELECTRIC COMPANY  
RESTRICTING THE USE OF GROUND WATER AS  
PROVIDED THEREIN.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the Office of the Clerk of Saratoga County, its recording reference.

9. Enforcement: Grantee shall be entitled to enforce the terms and conditions of this instrument by specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms and conditions of this instrument shall be at Grantee's discretion. Any forbearance, delay or omission to exercise Grantee's rights in the event of a breach of any term or condition of this instrument shall not be deemed to be a waiver of such term or condition or of any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument. To the extent permitted by applicable law, the prevailing party shall be entitled to all reasonable costs and expenses, including attorneys' fees, incurred in any such enforcement action.

10. Damages: Grantee shall be entitled to recover damages for violations of the terms and conditions of this instrument, including any increase in the costs of the remedy for the MRFA Site that Grantee may incur as a result of such violations.

11. Waiver of Certain Defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

12. Covenants: Grantor hereby covenants to and with Grantee that Grantor is lawfully seized in fee simple of the Property, that Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, and that Grantor will warrant and defend the title thereto and the quiet possession thereof.

13. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

The Luther Forest Corp.  
c/o Alexander Mackay  
P.O. Box 2109  
Malta, New York 12020

To Grantee:

MRFA Counsel  
General Electric Company  
One Computer Drive South  
Albany, New York 12205

Grantor and Grantee may modify the foregoing addresses by written notice to the other.

14. General Provisions:

a) Controlling law: The interpretation and performance of this instrument and any disputes arising hereunder or relating hereto shall be governed by the laws of the United States or, if there are no applicable federal laws, by the laws of the State of New York.

b) Construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be construed in favor of the grant of the real property interests conveyed herein, and to effect the purpose hereof and the policies and purposes of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid, provided, however, that paragraph 3 of this instrument shall be construed to limit the restrictions on use imposed therein to the specific language contained therein, and provided further that an interpretation of limited construction (i.e. limiting the breadth and scope of the paragraph) of said paragraph shall be favored.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the benefits, rights and obligations created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Inclusion of Successors and Assigns: The terms and conditions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall mean the entity identified at the beginning of this instrument as "Grantor" and its successors (including successors in title and other interests) and assigns. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall mean the entity identified at the beginning of this instrument as "Grantee" and its successors and assigns. The rights of Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.

g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

h) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.



i) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument.


j) Termination Provisions: The environmental restriction easement and restrictive covenants created pursuant to paragraph 3 of this instrument shall terminate when EPA certifies completion of the Work pursuant to paragraph 50.b. of Section XIV of the CD. The restrictions on use specified in paragraph 3 of this instrument may also be terminated, in whole or in part, in writing, by the Grantee, with the prior written consent of EPA. If requested by Grantor, such writing will be executed by Grantee in recordable form. A party's benefits, rights and obligations under this instrument shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Executed this 24th day of June, 1999.

THE LUTHER FOREST CORPORATION

By:

  
ALEXANDER MACKAY

Title:

President


STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SARATOGA )

On the 24th day of June in the year 1999 before me personally came ALEXANDER MACKAY, to me known, who, being by me duly sworn, did depose and say that he resides in Stillwater, New York; that he is the President of the THE LUTHER FOREST CORPORATION, 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 authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

NOTARY PUBLIC

BOOK 1522

59

  
RICHARD C. MILLER, JR.  
Notary Public, State of New York  
Qualified in Saratoga County  
Commission Expires 2/28/2001

This Instrument is accepted this 28th day of June, 1999.

GENERAL ELECTRIC COMPANY

By:

Title:

Thomas G. Corneil  
Regional Manager - CEP

STATE OF NEW YORK )

) ss.:

COUNTY OF ALBANY )

On the 28th day of June in the year 1999 before me personally came Thomas G. Corneil, to me known, who, being by me duly sworn, did depose and say that (s)he resides in Albany County; that (s)he is the Regional Manager - CEP of General Electric Company, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that (s)he signed his/her name thereto by like authority.

NOTARY PUBLIC

ANGELICA L. TODD  
Notary Public, State of New York  
No. 01T05089212  
Elected in Schenectady County  
Commission Expires Dec. 8, 2001

Angelic L. Todd

Attachments:

Exhibit A - Description - Environmental  
Restriction Easement And Declaration of Restrictive  
Covenants On The Lands Of The Luther Forest  
Corporation  
Exhibit B - map: Environmental Restriction  
Easement And Declaration of Restrictive Covenants On the  
Lands Of The Luther Forest Corporation

J:\DATA\CLIENT\08130\Luther.final.3.3.99.doc

RECORD & RETURN TO:

PAUL A. FEIGENBAUM, ESQ.  
P.O. BOX 22222  
ALBANY, NY 12201-2222

BOOK 1522

60



## **Gilbert VanGuilder & Associates**

Professional Land Surveyors  
988 Rte. 146 Clifton Park, NY 12065  
(518) 383-0634  
FAX 371-8437

Associate  
Duane Rabideau, PLS

### **DESCRIPTION**

#### **ENVIRONMENTAL RESTRICTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ON THE LANDS OF THE LUTHER FOREST CORPORATION**

An environmental restriction easement and restrictive covenants to be exercised in, on and over the property herein described; such easement and covenants to be exercised in and to all that certain tract, piece or parcel of land situate in the Towns of Malta and Stillwater, County of Saratoga, State of New York, being further bounded and described as follows:

Beginning at the point of intersection of the common division line of Lands of Wright-Malta Corporation as conveyed in Book 1446 of Deeds at Page 593 to the Northeast, Lands of the Luther Forest Corporation as conveyed in Book 978 of Deeds at Pages 1053 and 1063 to the South, with the Southeasterly line of Lands of The People of The State of New York as appropriated in Book 836 of Deeds at Page 114, thence from said point of beginning, along the Southwesterly, Southeasterly, and Northeasterly lines of Lands of said Wright-Malta Corporation, the following nineteen (19) courses: 1.) South 50 deg. 23 min. 00 sec. East, 2567.00 feet to a point thence 2.) North 39 deg. 37 min. 00 sec. East, 218.61 feet to a point, thence 3.) South 76 deg. 54 min. 30 sec. East, 187.15 feet to a point, thence 4.) South 71 deg. 37 min. 30 sec. East, 130.96 feet to a point, thence 5.) North 69 deg. 53 min. 50 sec. East, 207.70 feet to a point, thence 6.) North 51 deg. 10 min. 20 sec. East, 164.13 feet to a point, thence 7.) North 69 deg. 41 min. 10 sec. East, 209.89 feet to a point, thence 8.) North 83 deg. 02 min. 30 sec. East, 131.52 feet to a point, thence 9.) North 77 deg. 54 min. 40 sec. East, 36.70 feet to a point, thence 10.) North 06 deg. 22 min. 20 sec. West, 185.17 feet to a point, thence 11.) North 02 deg. 36 min. 00 sec. East, 121.00 feet to a point, thence 12.) North 29 deg. 35 min. 30 sec. West, 108.27 feet to a point, thence 13.) North 09 deg. 55 min. 50 sec. West, 186.13 feet to a point, thence 14.) North 42 deg. 58 min. 30 sec. West, 161.57 feet to a point, thence 15.) North 11 deg. 09 min. 50 sec. East, 76.50 feet to a point, thence 16.) North 50 deg. 46 min. 50 sec. East, 73.74 feet to a point, thence 17.) North 26 deg. 09 min. 40 sec. East, 61.00 feet to a point, thence 18.) North 39 deg. 37 min. 00 sec. East, 1000.00 feet to a point, thence 19.) North 50 deg. 23 min. 00 sec. West, 2567.00 feet to a point, said point being the Northeasterly corner of Lands of said People of the State of New York, thence along the Northeasterly line of said People of the State of New York, North 50 deg. 23 min. 00 sec. West, 1780.65 feet to a point, thence through Lands of said Luther Forest

Corporation the following six (6) courses, 1.) North 83 deg. 14 min. 20 sec. East, 1702.72 feet to a point, thence 2.) South 50 deg. 23 min. 00 sec. East, 2,399.75 feet to a point, thence 3.) South 00 deg. 23 min. 00 sec. East, 2,447.59 feet to a point, thence 4.) South 39 deg. 37 min. 00 sec. West, 4,157.58 feet to a point, thence 5.) North 50 deg. 23 min. 00 sec. West, 2,991.18 feet to a point, thence 6.) North 14 deg. 18 min. 30 sec. West, 2,668.13 feet to a point in the Southwesterly line of Lands of said People of the State of New York, thence along the Southwesterly and Southeasterly lines of Lands of said People of the State of New York, the following two (2) courses: 1.) South 43 deg. 08 min. 30 sec. East, 1,794.98 feet to a point, thence 2.) North 39 deg. 37 min. 00 sec. East, 855.17 feet to the point of beginning.

*Duane J. Rabideau*

Duane J. Rabideau  
PLS No. 49,755

STATE OF NEW YORK

Saratoga County Clerk's Office

} ss:

I, KATHLEEN A. MARCHIONE, County Clerk of the said County, and also Clerk of the Supreme Courts of said State for said County, do hereby CERTIFY that I have compared the preceding copy with the original

*Declaration of Restrictive Cov. Recorded 6*  
in my office, and that the same is a correct transcript therefrom and of the whole of said original.

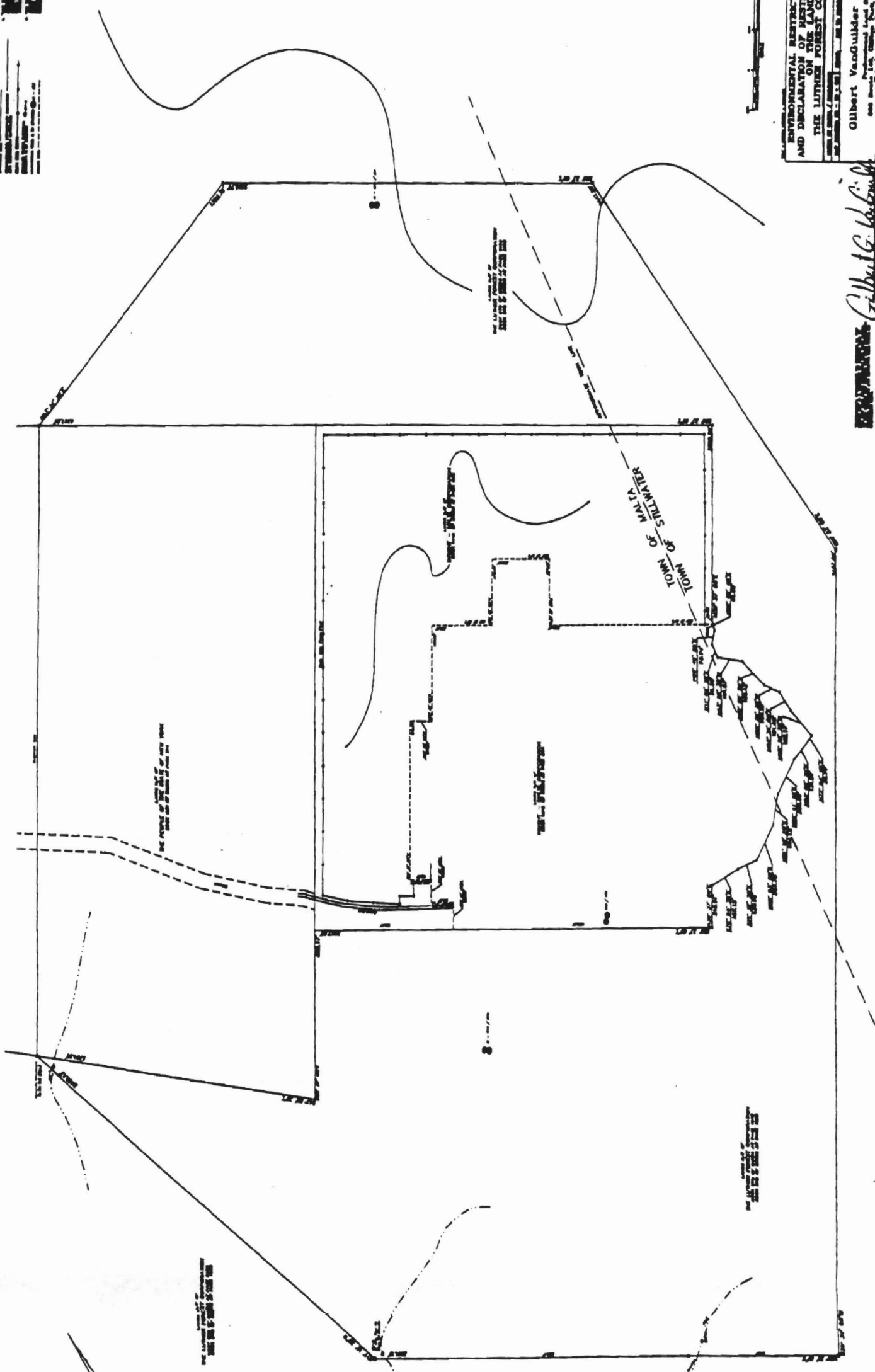
IN TESTIMONY WHEREOF, I have hereunto set my name, and affixed the Seal of said County, at Ballston Spa, this *13<sup>th</sup>* day of *July* in the year 19 *99*.

KATHLEEN A. MARCHIONE, Clerk

*Kathleen A. Marchione*

THE LUTHER FOREST CORPORATION  
 10000 1st Avenue, S.W.  
 Seattle, Washington 98148  
 Telephone: (206) 462-1111  
 Telex: 235441

ENVIRONMENTAL RESTRICTION EASEM  
 AND DECLARATION OF RESTRICTIVE CO  
 ON THE LANDS OF  
 THE LUTHER FOREST CORPORATION  
 10000 1st Avenue, S.W.  
 Seattle, Washington 98148  
 Telephone: (206) 462-1111  
 Telex: 235441  
 Gilbert VanGuilder & Associa  
 10000 1st Avenue, S.W.  
 Seattle, Washington 98148  
 Telephone: (206) 462-1111  
 Telex: 235441



BOOK 1522 63 FILED MAP L-600

# TRINITY ABSTRACT, INC.

"THE SERVICE PEOPLE"

Corporate Offices

10 Washington Street

Rensselaer, New York 12144

TEL (518) 465-6776

FAX (518) 465-6792

May 26, 1999

Paul A. Feigenbaum, Esq.  
Couch White Brenner Howard & Feigenbaum, LLP  
540 Broadway, P.O. Box 22222  
Albany, New York 12201-2222

Re: The Luther Forest Corporation  
Environmental Restriction Easement  
Towns of Malta and Stillwater  
Title No. TRI-SAR-11334

Dear Mr. Feigenbaum:

Pursuant to your request, Trinity Abstract, Inc. has examined the title to premises situate in the Towns of Malta and Stillwater, Saratoga County, New York, as shown on a map entitled: "Environmental Restriction Easement and Declaration of Restrictive Covenants on the Lands of The Luther Forest Corporation" made by Gilbert VanGuilder & Associates, dated February 19, 1999, revised February 22, 1999 and filed in the Saratoga County Clerk's Office April 26, 1999 as filed map number L-600. A copy of the filed map is attached.

Fee title to the easement parcel is vested of record in The Luther Forest Corporation, a domestic (New York) corporation, having acquired title to the subject parcel, and other lands, by the following two deeds:

1) Deed from Margaret C. Luther to The Luther Forest Corporation dated January 3, 1978 and recorded in the Saratoga County Clerk's Office January 16, 1978 in Liber 978 of Deeds at Page 1053. (copy attached)

2) Deed from William R. Mackay and Carol Mackay as Executors of the Estate of Thomas F. Luther by virtue of the Last Will and Testament of Thomas F. Luther to The Luther Forest Corporation dated January 3, 1978 and recorded in the Saratoga County Clerk's Office January 16, 1978 in Liber 978 of Deeds at Page 1063. (copy attached)

Upon examination of the records of the Saratoga County Clerk, we find no record of conveyances, outstanding mortgages, judgments, liens or lis pendens filed against The Luther Forest Corporation effecting the subject premises.

For your information The Luther Forest Corporation is a New York corporation, incorporated December 19, 1973 (Saratoga County) and is an active and subsisting corporation according to the records of the New York Department of State. We did not perform a New York corporation franchise tax search against the corporation.

8130  
Letter only -  
Copy of letter & encls.  
→ Misc.

The easement parcel is assessed as parts of two larger tax parcels in the Town of Malta (Tax Map No. 241 - 1 - 1.1) and the Town of Stillwater (Tax Map No. 242 - 1 - 1.1). Town and County taxes levied against both parcels in both towns are current and paid through December 31, 1999. The 1999 - 2000 School tax will not become a lien until July 1, 1999.

We do not have a legal description of the easement parcel, but could prepare one, if necessary, based upon the filed map. Please advise if you will require a legal description for conveyancing or recording purposes.

Our bill for services is enclosed. Please call if you require any further information or have questions concerning this matter.

Sincerely,

TRINITY ABSTRACT, INC.

A handwritten signature in black ink, appearing to read 'Shawn Patrick Abrams', is written over the company name 'TRINITY ABSTRACT, INC.'.

Shawn Patrick Abrams, President

SPA/11334.let  
enclosures:

# TRINITY ABSTRACT, INC.

"THE SERVICE PEOPLE"

Corporate Offices

10 Washington Street

Rensselaer, New York 12144

TEL (518) 465-6776

FAX (518) 465-6792

## CORPORATION SEARCH Office of the New York Secretary of State

SEARCH DATE: 5/27/99

TITLE NO. TRI- SNE-11334

RE: THE LUTHER FOREST CORPORATION

TRINITY ABSTRACT, INC. has searched the records of the New York Secretary of State / Department of State against the above referenced corporation, and finds as follows:

(STATE OF INCORPORATION): New York

(DATE OF INCORPORATION): 12/19/1973

(COUNTY OF INCORPORATION): SHERIDAN

(CERTIFICATES OF CHANGE):

(ADDITIONAL INFORMATION): ACTIVE

AND the above named corporation is an active and subsisting corporation according to the records of the New York Secretary of State.

TRINITY ABSTRACT, INC.



Shawn Patrick Abrams, President

"DOSCORP" spa 8/97

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RECORDED

THIS INDENTURE, made the 3<sup>rd</sup> day of January, Nineteen Hundred and Seventy Eight,

BETWEEN WILLIAM R. MACKAY and CAROL MACKAY as Executors of the Estate of THOMAS F. LUTHER by virtue of the Last Will and Testament of THOMAS F. LUTHER, late of the Town of Malta, County of Saratoga, deceased,

parties of the first part, and  
THE LUTHER FOREST CORPORATION, a domestic corporation with office and place of business at 1202 Troy-Schenectady Road, Latham, New York 12110,

party of the second part:  
WITNESSETH, that the parties of the first part, by virtue of the power and authority to us given and by paragraph 3 of the Last Will and Testament of THOMAS F. LUTHER which Will was admitted to probate in the office of the Surrogate's Court, County of Saratoga on June 25, 1971 in Book 83 of Wills at Page 420 and in consideration of ONE (\$1.00) DOLLAR lawful money of the United States to us in hand paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever

ALL THOSE pieces or parcels of land situate, lying and being in the Towns of Malta and Stillwater, County of Saratoga, New York as COMPARTMENT NOS:

THREE	(3)	THIRTY ONE	(31)
FOUR	(4)	THIRTY TWO	(32)
FIVE	(5)	THIRTY THREE	(33)
SIX	(6)	THIRTY FOUR	(34)
SEVEN	(7)	THIRTY FIVE	(35)
EIGHT	(8)	THIRTY SIX	(36)
NINE	(9)	THIRTY SEVEN	(37)
TEN	(10)	THIRTY EIGHT	(38)
ELEVEN	(11)	THIRTY NINE	(39)
TWELVE	(12)	FORTY	(40)
THIRTEEN	(13)	FORTY ONE	(41)
FOURTEEN	(14)	-----	-----
FIFTEEN	(15)	FORTY THREE	(43)
SIXTEEN	(16)	FORTY FOUR	(44)
SEVENTEEN	(17)	FORTY FIVE	(45)
EIGHTEEN	(18)	FORTY SIX	(46)
NINETEEN	(19)	FORTY SEVEN	(47)
TWENTY	(20)	FORTY EIGHT	(48)

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FORTY NINE	(49)	SIXTY NINE	(69)
FIFTY	(50)	SEVENTY	(70)
FIFTY ONE	(51)	SEVENTY ONE	(71)
FIFTY TWO	(52)	SEVENTY TWO	(72)
FIFTY THREE	(53)	SEVENTY THREE	(73)
FIFTY FOUR	(54)	SEVENTY FOUR	(74)
FIFTY FIVE	(55)	SEVENTY FIVE	(75)
FIFTY SIX	(56)	SEVENTY SIX	(76)
FIFTY SEVEN	(57)	SEVENTY SEVEN	(77)
FIFTY EIGHT	(58)	-----	
FIFTY NINE	(59)	SEVENTY NINE	(79)
SIXTY	(60)	EIGHTY	(80)
SIXTY ONE	(61)	EIGHTY ONE	(81)
SIXTY TWO	(62)	EIGHTY TWO	(82)
SIXTY THREE	(63)		

which compartments are laid out and shown on two maps both filed in the Saratoga County Clerk's office, one being entitled "Luther Forest, Saratoga County, New York" dated January 1, 1952 as map DD 48, and the other being entitled "General Electric, Schenectady, New York" dated June 9, 1952 as map DD 49. The aforesaid conveyances are the same premises heretofore conveyed to the grantors' predecessors in interest by the below-mentioned Instruments of conveyance:

IN THE TOWN OF MALTA:

By deed to THOMAS C. LUTHER and recorded in the office of the Clerk of the County of Saratoga from:

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Daniel Benjamin and Ida Benjamin	Feb. 10, 1915	289	592
State of New York	Sept. 25, 1914	288	441
Anna M.B. Scott, Exec.	July 18, 1912	280	486
Susan Jane Mohan and others	March 31, 1915	290	310
James E. Lamb and Sarah G. Lamb	Jan. 12, 1911	275	272
Sarah Snell	April 6, 1915	290	353
Reuben J. Davey and Fannie Davey	Nov. 4, 1915	292	263
Joseph Davey and Aurilla	April 29, 1916	293	570
Anna Gilmore	Jan. 30, 1913	282	313
Reuben J. Davey	Nov. 4, 1915	292	264

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Louis F. Weeber and Mary E. Weeber	Jan. 23, 1914	286	206
Albert J. Cook and Lillie S. Cook	April 17, 1914	287	119
Charles J. Anderson and Anna Anderson	Oct. 11, 1916	295	284
Willard S. Munger	Nov. 4, 1915	292	262
Chester Denton et al	Dec. 16, 1912	282	189
Winsor B. French and Frances M.S. French	Feb. 28, 1908	263	497
Theron Coon and others	June 19, 1915	291	108
Edith M. Arnold	Dec. 8, 1915	292	448
William Smith	May 10, 1916	294	44
Mary Ann Butler	Oct. 4, 1916	295	215
Elmer E. Corp and Permilla Corp	April 10, 1917	297	119
John W. Rogers	July 30, 1918	301	254
Mary L. Dunwoody	Oct. 3, 1918	301	420
Mary L. Dunwoody	April 26, 1920	310	20
Walter B. Baker and Minnie Baker	Dec. 29, 1924	332	331
Fred G. Selch and Estella Selch	April 25, 1927	342	339
Reid W. Arnold and Edith Arnold	Dec. 13, 1926	343	382
Fred G. Selch and Estella Selch	June 14, 1928	349	395
John Palmer and others	June 14, 1928	349	396

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	Page 4. <u>PAGE</u>
Fred G. Selch and Estella Selch	June 14, 1928	349	394
Edith M. Arnold and Reid W. Arnold	March 17, 1928	348	460
Saratoga County	Nov. 23, 1933	378	142

By deed to THOMAS F. LUTHER and MARGARET C. LUTHER from:

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Thekla Scholl	June 30, 1938	396	102
Saratoga County	Oct. 25, 1939	402	166
Clarence S. Jones and Sebie H. Jones	Apr. 21, 1947	460	276
Elvira Bode	May 1, 1951	534	403

IN THE TOWN OF STILLWATER:

By deed to THOMAS F. LUTHER from:

Frederick W. Hodgman	May 22, 1911	276	414
Reid W. Arnold and Edith M. Arnold	July 8, 1911	277	104
Harvey Hewitt and Maggie Hewitt	April 19, 1912	280	126
Chester Denton and Nancy A. Denton	Jan. 11, 1909	267	225
Emma Baker Desmond	June 6, 1912	280	270
Elias B. Arnold and Lana Jane Arnold	Oct. 30, 1901	234	393
Benjamin F. Freeman and Alice E. Freeman	Jan. 2, 1909	268	410
George Ira Darrow and Eva L. Darrow	March 5, 1912	279	241
Louise C. Wood and others	Oct. 23, 1911	278	108
Fred W. Gardner Admr.	July 2, 1903	245	71
Fred W. Gardner Admr.	July 2, 1903	245	68

BOOK 978 PAGE 1066

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Fred W. Gardner Admr.	July 2, 1903	245	70
Dwight Gailor and Grace G. Gailor	May 2, 1904	248	432
Permelia Van Hyning	Feb. 14, 1913	283	139
Ethel P. Neilson	May 24, 1912	280	244
Loren Gailor and Victoria E. Gailor	Oct. 8, 1912	282	62
Isaac Groff and Elizabeth Groff	Jan. 12, 1911	275	271
Benjamin F. Freeman and Alice E. Freeman	July 19, 1911	277	162
John H. Burke and Minnie A. Burke	Dec. 15, 1914	289	307
Douglas Black	June 5, 1914	287	446
Benjamin F. Freeman and Alice E. Freeman	June 10, 1915	291	72
Sarah J. Eldridge	Nov. 17, 1902	240	345
Henry A. Near and Sarah L. Near	Dec. 7, 1910	274	464
State of New York	Aug. 7, 1914	288	192
May Haight and John C. Baker, Execs.	Oct. 6, 1911	277	591
Emma Waters	Jan. 10, 1923	323	196
Reid W. Arnold and Edith M. Arnold	Dec. 8, 1915	292	449
Elizabeth S. Sarle	Oct. 9, 1916	295	253
Dwight Gailor and Grace E.	July 28, 1916	294	440
William McDermitt and Bertha F. McDermitt	Feb. 9, 1916	293	127
James Nolan and Mary A. Nolan	March 2, 1917	296	461

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Oliver Sheffer	Jan. 11, 1928	347	562
Theron G. Coon and Cora E. Coon	Jan. 10, 1923	323	195
Mary Baran	Nov. 10, 1924	331	284
Grover C. Moore and Grace M. Moore	Nov. 24, 1924	332	203
Elisha Ritson	Oct. 20, 1925	337	23
Giovanni Bocchetti and Anna Bocchetti	Oct. 13, 1926	343	149
Manufacturer's Nat'l Bank of Mechanicsville, New York	Oct. 13, 1926	343	150
Martin H. Devoe and Robina M. Devoe	Oct. 13, 1926	343	151
Hattie C. Brightman	Oct. 13, 1926	343	148
Nate J. Whitlock and Helen Whitlock	Oct. 17, 1927	348	145
Margaret L. Farley and Lawrence F. Farley	Oct. 4, 1927	345	280
George Abel and Cora D. Abel	Dec. 19, 1927	345	485
George A. Thompson and Kathryn H. Thompson	Dec. 19, 1927	345	486
William McDermitt and Bertha McDermitt	Jan. 4, 1928	346	528
State of New York	Apr. 14, 1928	348	594
James H. Kilby and Grace C. Kilby	May 24, 1928	349	337
Patrick N. Farley and Mary F. Farley	May 5, 1928	350	162
Carrie Ferris	Apr. 10, 1928	350	75
Charles Sorenson	June 27, 1928	349	419
Maria A. Hynes and others	Feb. 6, 1929	353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	550

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Martin W. Mehan and others	Mar. 3, 1930	360	204
Isabella Allen	Feb. 6, 1928	349	40
Elisha Ritson and others	Jan. 4, 1928	346	527
Alice T. Luther	Sept. 6, 1932	372	344 -
Alice T. Luther	June 28, 1945	430	20 -
Filomena Peters	Aug. 2, 1935	384	92
Mary C. Moore and Minnie C. Moore	Apr. 22, 1916	293	516
Charlotte M. Lawrence and others	Sept. 17, 1935	385	63
By deed to ALICE T. LUTHER and MARGARET C. LUTHER from:			
Saratoga Forest Co- operative Inc.	June 19, 1941	410	108
By deed to THOMAS F. LUTHER and MARGARET C. LUTHER from:			
Jackson Townsend Exec. Est. Charlotte L. Pratt	May 19, 1939	400	70
Russell W. Huestis and Helen M. Huestis	July 3, 1939	401	238
Whitehead Brothers Company	Dec. 16, 1946	455	240
Leroy C. Post	Oct. 27, 1959	681	527

The said THOMAS C. LUTHER died December 29, 1937 leaving a Last Will and Testament dated February 18, 1937 which Will was admitted to probate on January 3, 1938 in the Saratoga County Surrogate's Court and recorded in Book 393 of Deeds at Page 133 leaving as his only distributees ALICE T. LUTHER, MARGARET C. LUTHER and THOMAS F. LUTHER.

The said ALICE T. LUTHER died on August 14, 1961 leaving a Last Will and Testament which was admitted to probate on August 17, 1961 in the office of the Saratoga County Surrogate's Court, leaving as her only distributees THOMAS F. LUTHER and MARGARET C. LUTHER.



Page 8.

The said THOMAS F. LUTHER died on May 27, 1971 leaving a Last Will and Testament dated April 29, 1971 which Will was admitted to probate in the Saratoga County Surrogate's Court on June 25, 1971 and is recorded in Book 83 of Wills at Page 420.

EXCEPTING AND RESERVING from the above mentioned conveyances such rights, title and interests as are contained in the Instruments enumerated below by conveyance from THOMAS LUTHER et al and recorded in the office of the Clerk of the County of Saratoga:

<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>
Knapp	299	441
McManus	309	260
Brown	318	386
Campbell	316	75
New York Telephone Co.	part of 297	252
Arnold	336	481
Fuller	340	531
American Tel and Tel	348	593
Saratoga County Boy Scout Council		422
Hines	353	591
Dunwoody	357	437
N.Y.P. and L.	310	20
Joyce	362	295
Palmer	383	79
County of Saratoga	382	441
Town of Stillwater	385	538
Brown	387	472
Graves	389	440
N.Y.S. Electric and Gas	388	538
New York State Electric and Gas	407	69
Pozzuoli	432	146
Abandoned Road	444	110
DiDonato	444	113
Birkby	562	546
	589	389

FROM THOMAS LUTHER and/or ALICE LUTHER

Lobdell	230	595
Wiswall	238	136
Hill	243	289
Eldridge	262	167
Morse	269	159
Esmond	271	369
Scripter	279	196
Campbell	280	73
Veeder	280	443
Morton	282	27
Lemmle	290	577
Dunn	297	359
Champion	315	112

BOOK 978 nu1070

<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>
Brown	317	157
Isles	317	564
Herlihy	320	238
Dalala	321	263
People of the State of New York	325	480
Saratoga County	332	40
Saratoga County	332	42
County of Saratoga	334	269
Carpenter	334	539
Lobdell	339	508
Coon	343	161
City of Mechanicville	348	310
Van Arnum	350	314
Thomas C. Luther	353	180
Joyce	371	499
Thomas C. Luther	373	344
Stillwater	387	472
Sovich	400	133
Saratoga Forest Co-operative Inc.	404	300
Birkeley	419	7
Thomas F. Luther	430	20
Margaret C. Luther	429	590
County of Saratoga	457	223
Rocket Testing Station	580	360
Stillwater	589	389
McCormack	591	327
People of the State of New York	664	207
Thomas F. Luther	679	502
Van Rensselaer (2/3 interest)	712	127
Van Rensselaer (1/3 interest)	712	129
Margaret C. Luther	712	133
Thomas F. Luther	712	134
County of Saratoga	772	320
New York State Gas and Electric	773	72
Werner	780	47
State of New York	836	114
State of New York	836	368
Margaret C. Luther	893	274
Margaret C. Luther	889	587
Margaret C. Luther	889	589
Lescault	907	204

## FROM ESTATE OF LUTHER and/or MACKAY

Stillwater	969	23
Pensel	974	476
Clark	974	483
Stillwater	974	478

It being the intention of the grantors to convey all of their rights, title and interests in and to lands known as "The Luther Forest" in the Towns of Malta and Stillwater, County of Saratoga, New York.

BOOK 978 p. 1071



Page 10.

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 parties of the first part have 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 party of the second part, its successors and assigns forever.

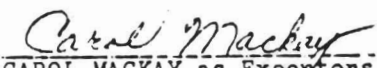
SUBJECT to the Trust Fund provisions of Section Thirteen of the Lien Law.

AND the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

  
WILLIAM R. MACKAY

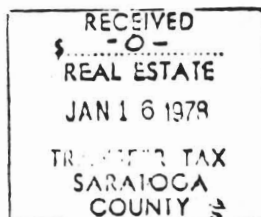
  
CAROL MACKAY as Executors under  
the Last Will and Testament of

THOMAS F. LUTHER, deceased

STATE OF NEW YORK: ss.: On this 3<sup>rd</sup> day of January  
COUNTY OF SARATOGA: Nineteen Hundred and Seventy Eight  
before me, the subscriber, personally appeared:

WILLIAM R. MACKAY and CAROL MACKAY, the Executors of the Last Will and Testament of THOMAS F. LUTHER to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same as such Executors as aforesaid for the purposes therein mentioned.

8018



  
Notary Public

Philip M. Juravel  
Notary Public, State of New York  
Residing in Saratoga County  
Commission expires March 30, 1978

BOOK 978 PAGE 1072

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ROL L.

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THIS INDENTURE, made the 3<sup>d</sup> day of January, Nineteen Hundred and Seventy Eight  
BETWEEN MARGARET C. LUTHER residing at 14 Elizabeth Lane,  
Saratoga, New York,

party of the first part, and  
THE LUTHER FOREST CORPORATION, a domestic corporation with office  
and place of business at 1202 Troy-Schenectady Road, Latham,  
New York 12110,

party of the second part:  
WITNESSETH that the party of the first part, on consideration  
of ONE (\$1.00) DOLLAR lawful money of the United States to her  
in hand paid by the party of the second part, does hereby remise,  
release and quitclaim unto the party of the second part, its  
successors and assigns forever,

ALL THOSE pieces or parcels of land situate, lying and being in  
the Towns of Malta and Stillwater, County of Saratoga, New York  
as COMPARTMENT NOS:

THREE	(3)	FORTY NINE	(49)
FOUR	(4)	FIFTY	(50)
FIVE	(5)	FIFTY ONE	(51)
SIX	(6)	FIFTY TWO	(52)
SEVEN	(7)	FIFTY THREE	(53)
EIGHT	(8)	FIFTY FOUR	(54)
NINE	(9)	FIFTY FIVE	(55)
TEN	(10)	FIFTY SIX	(56)
ELEVEN	(11)	FIFTY SEVEN	(57)
TWELVE	(12)	FIFTY EIGHT	(58)
THIRTEEN	(13)	FIFTY NINE	(59)
FOURTEEN	(14)	SIXTY	(60)
FIFTEEN	(15)	SIXTY ONE	(61)
SIXTEEN	(16)	SIXTY TWO	(62)
SEVENTEEN	(17)	SIXTY THREE	(63)
EIGHTEEN	(18)	-----	
NINETEEN	(19)	SIXTY NINE	(69)
TWENTY	(20)	SEVENTY	(70)
-----		SEVENTY ONE	(71)
THIRTY ONE	(31)	SEVENTY TWO	(72)
THIRTY TWO	(32)	SEVENTY THREE	(73)
THIRTY THREE	(33)	SEVENTY FOUR	(74)
THIRTY FOUR	(34)	SEVENTY FIVE	(75)
THIRTY FIVE	(35)	SEVENTY SIX	(76)
THIRTY SIX	(36)	SEVENTY SEVEN	(77)
THIRTY SEVEN	(37)	SEVENTY EIGHT	(78)
THIRTY EIGHT	(38)	SEVENTY NINE	(79)
THIRTY NINE	(39)	EIGHTY	(80)
FORTY	(40)	EIGHTY ONE	(81)
FORTY ONE	(41)	EIGHTY TWO	(82)
-----			
FORTY THREE	(43)		
FORTY FOUR	(44)		
FORTY FIVE	(45)		
FORTY SIX	(46)		
FORTY SEVEN	(47)		
FORTY EIGHT	(48)		

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Page 2.

which compartments are laid out and shown on two maps both filed in the Saratoga County Clerk's office, one being entitled "Luther Forest, Saratoga County, New York" dated January 1, 1952 as map DD 48, and the other being entitled "General Electric, Schenectady, New York" dated June 9, 1952 as map DD 49. The aforesaid conveyances are the same premises heretofore conveyed to the grantor's predecessors in interest by the below-mentioned Instruments of conveyance:

IN THE TOWN OF MALTA:

By deed to THOMAS C. LUTHER and recorded in the office of the Clerk of the County of Saratoga from:

GRANTOR	DATE	BOOK	PAGE
Daniel Benjamin and Ida Benjamin	Feb. 10, 1915	289	592
State of New York	Sept. 25, 1914	288	441
Anna M.B. Scott, Exec.	July 18, 1912	280	486
Susan Jane Mohan and Others	March 31, 1915	290	310
James E. Lamb and Sarah G. Lamb	Jan. 12, 1911	275	272
Sarah Snell	April 6, 1915	290	353
Reuben J. Davey and Fannie Davey	Nov. 4, 1915	292	263
Joseph Davey and Aurilla	April 29, 1916	293	570
Anna Gilmore	Jan. 30, 1913	282	313
Reuben J. Davey	Nov. 4, 1915	292	264
Louis F. Weeber and Mary E. Weeber	Jan. 23, 1914	286	206
Albert J. Cook and Lillie S. Cook	April 17, 1914	287	119
Charles J. Anderson and Anna Anderson	Oct. 11, 1916	295	284
Willard S. Munger	Nov. 4, 1915	292	262
Chester Denton et al	Dec. 16, 1912	282	189
Winsor B. French and Frances M.S. French	Feb. 28, 1908	263	497

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<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Theron Coon and others	June 19, 1915	291	108
Edith M. Arnold	Dec. 8, 1915	292	448
William Smith	May 10, 1916	294	44
Mary Ann Butler	Oct. 4, 1916	295	215
Elmer E. Corp and Permillia Corp	April 10, 1917	297	119
John W. Rogers	July 30, 1918	301	254
Mary L. Dunwoody	Oct. 3, 1918	301	420
Mary L. Dunwoody	April 26, 1920	310	20
Walter B. Baker and Minnie Baker	Dec. 29, 1924	332	331
Fred G. Selch and Estella Selch	April 25, 1927	342	339
Reid W. Arnold and Edith Arnold	Dec. 13, 1926	343	383
Fred G. Selch and Estella Selch	June 14, 1928	349	395
John Palmer and others	June 14, 1928	349	396
Fred G. Selch and Estella Selch	June 14, 1928	349	394
Edith M. Arnold and Reid W. Arnold	March 17, 1928	348	460
Saratoga County	Nov. 23, 1933	378	142
By deed to THOMAS F. LUTHER and MARGARET C. LUTHER from:			
Thekla Scholl	June 30, 1938	396	102
Saratoga County	Oct. 25, 1939	402	166
Clarence S. Jones and Sebie H. Jones	Apr. 21, 1947	460	276
Elvira Bode	May 1, 1951	534	403
By deed to MARGARET C. LUTHER from:			
THOMAS LUTHER		893	274

378 1056

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>Page 4. PAGE</u>
By deed to THOMAS F. LUTHER from:			
Frederick W. Hodgman	May 22, 1911	276	414
Reid W. Arnold and Edith M. Arnold	July 8, 1911	277	104
Harvey Hewitt and Maggie Hewitt	April 19, 1912	280	126
Chester Denton and Nancy A. Denton	Jan. 11, 1909	267	225
Emma Baker Desmond	June 6, 1912	280	270
Elias B. Arnold and Lana Jane Arnold	Oct. 30, 1901	234	393
Benjamin F. Freeman and Alice E. Freeman	Jan. 2, 1909	268	410
George Ira Darrow and Eva L. Darrow	March 5, 1912	279	241
Louise C. Wood and others	Oct. 23, 1911	278	108
Fred W. Gardner Admr.	July 2, 1903	245	71
Fred W. Gardner Admr.	July 2, 1903	245	68
Fred W. Gardner Admr.	July 2, 1903	245	70
Dwight Gailor and Grace G. Gailor	May 2, 1904	248	432
Permelia Van Hying	Feb. 14, 1913	283	139
Ethel P. Neilson	May 24, 1912	280	244
Loren Gailor and Victoria E. Gailor	Oct. 8, 1912	282	62
Isaac Groff and Elizabeth Groff	Jan. 12, 1911	275	271
Benjamin F. Freeman and Alice E. Freeman	July 19, 1911	277	162
John H. Burke and Minnie A. Burke	Dec. 15, 1914	289	307
Douglas Black	June 5, 1914	287	446

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	Page 5. <u>PAGE</u>
Benjamin F. Freeman and Alice E. Freeman	June 10, 1915	291	72
Sarah J. Eldridge	Nov. 17, 1902	240	345
Henry A. Near and Sarah L. Near	Dec. 7, 1910	274	464
State of New York	Aug. 7, 1914	288	192
May Haight and John C. Baker, Execs.	Oct. 6, 1911	277	591
Emma Waters	Jan. 10, 1923	323	196
Reid W. Arnold and Edith M. Arnold	Dec. 8, 1915	292	449
Elizabeth S. Sarle	Oct. 9, 1916	295	253
Dwight Gailor and Grace E.	July 28, 1916	294	440
William McDermitt and Bertha F. McDermitt	Feb 9 1916	293	177

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>Page 5. PAGE</u>
Benjamin F. Freeman and Alice E. Freeman	June 10, 1915	291	72
Sarah J. Eldridge	Nov. 17, 1902	240	345
Henry A. Near and Sarah L. Near	Dec. 7, 1910	274	464
State of New York	Aug. 7, 1914	288	192
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Reid W. Arnold and Edith M. Arnold	Dec. 8, 1915	292	449
Elizabeth S. Sarle	Oct. 9, 1916	295	253
Dwight Gailor and Grace E.	July 28, 1916	294	440
William McDermitt and Bertha F. McDermitt	Feb. 9, 1916	293	127
James Nolan and Mary A. Nolan	March 2, 1917	296	461
Oliver Sheffer	Jan. 11, 1928	347	562
Theron G. Coon and Cora E. Coon	Jan. 10, 1923	323	195
Mary Baran	Nov. 10, 1924	331	284
Grover C. Moore and Grace M. Moore	Nov. 24, 1924	332	203
Elish Ritson	Oct. 20, 1925	337	23
Giovanni Bocchetti and Anna Bocchetti	Oct. 13, 1926	343	149
Manufacturer's Nat'l Bank of Mechanicville, New York	Oct. 13, 1926	343	150
Martin H. Devoe and Robina M. Devoe	Oct. 13, 1936	343	151
Hattie C. Brightman	Oct. 13, 1926	343	148
Nate J. Whitlock and Helen Whitlock	Oct. 17, 1927	348	145



<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Margaret L. Farley and Lawrence F. Farley	Oct. 4, 1927	345	280
George Abel and Cora D. Abel	Dec. 19, 1927	345	485
George A. Thompson and Kathryn H. Thompson	Dec. 19, 1927	345	486
William McDermitt and Bertha McDermitt	Jan. 4, 1928	346	528
State of New York	Apr. 14, 1928	348	594
James H. Kilby and Grace C. Kilby	May 24, 1928	349	337
Patrick N. Farley and Mary F. Farley	May 5, 1928	350	162
Carrie Ferris	Apr. 10, 1928	350	75
Charles Sorenson	June 27, 1928	349	419
Maria A. Hynes and others	Feb. 6, 1929	353	550
Martin W. Mehan and others	Mar. 3, 1930	360	204
Isabella Allen	Feb. 6, 1928	349	40
Elisha Ritson and others	Jan. 4, 1928	346	527
Alice T. Luther	Sept. 6, 1932	372	344
Alice T. Luther	June 28, 1945	430	20
Filomena Peters	Aug. 2, 1935	384	92
Mary C. Moore and Minnie C. Moore	Apr. 22, 1916	293	516
Charlotte M. Lawrence and others	Sept. 17, 1935	385	63
by Deed to ALICE T. LUTHER and MARGARET C. LUTHER from:			
Saratoga Forest Co- operative Inc.	June 19, 1941	410	108



<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
By deed to THOMAS F. LUTHER and MARGARET C. LUTHER from:			
Jackson Townsend Exec. Est. Charlotte L. Pratt	May 19, 1939	400	70
Russell W. Huestis and Helen M. Huestis	July 3, 1939	401	238
Whitehead Brothers Company	Dec. 16, 1946	455	240
Leroy C. Post	Oct. 27, 1959	681	527

The said THOMAS C. LUTHER died December 29, 1937 leaving a Last Will and Testament dated February 18, 1937 which Will was admitted to probate on January 3, 1938 in the Saratoga County Surrogate's Court and recorded in Book 393 of Deeds at Page 133 leaving as his only distributees ALICE T. LUTHER, MARGARET C. LUTHER and THOMAS F. LUTHER.

The said ALICE T. LUTHER died on August 14, 1961 leaving a Last Will and Testament which was admitted to probate in 1961.

<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
By deed to THOMAS F. LUTHER and MARGARET C. LUTHER from:			
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The said ALICE T. LUTHER died on August 14, 1961 leaving a Last Will and Testament which was admitted to probate on August 17, 1961 in the office of the Saratoga County Surrogate's Court, leaving as her only distributees THOMAS F. LUTHER and MARGARET C. LUTHER.

The said THOMAS F. LUTHER died on May 27, 1971 leaving a Last Will and Testament dated April 29, 1971 which Will was admitted to probate in the Saratoga County Surrogate's Court on June 25, 1971 and is recorded in Book 83 of Wills at Page 420.

EXCEPTING AND RESERVING from the above mentioned conveyances such rights, title and interests as are contained in the Instruments enumerated below by conveyance from THOMAS LUTHER et al and recorded in the office of the Clerk of the County of Saratoga:

<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>
Knapp	299	441
McManus	309	260
Brown	318	386
Campbell	316	75
	part of 297	252
New York Telephone Co.	336	481
Arnold	340	531
Fuller	348	593
American Tel and Tel		422
Saratoga County Boy Scout Council	353	591
Hines	357	437
Dunwoody	310	20
N.Y.P. and L.	362	295
Joyce	383	79
Palmer	382	441
County of Saratoga	385	538

<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>
Town of Stillwater	387	472
Brown	389	440
Graves	388	538
N.Y.S. Electric and Gas	407	69
New York State Electric and Gas	432	146
Pozzuoli	444	110
Abandones Road	444	113
DiDonato	562	546
Birkby	589	389
FROM THOMAS LUTHER and/or ALICE LUTHER		
Lobdell	230	595
Wiswall	238	136
Hill	243	289
Eldridge	262	167
Morse	269	159
Esmond	271	369
Scripter	279	196
Campbell	280	73
Veeder	280	443
Morton	282	27
Lemmler	290	577
Dunn	297	359
Champion	315	112
Brown	317	157
Isles	317	564
Herlihy	320	238
Dalala	321	263
People of the State of New York	325	480
Saratoga County	332	40
Saratoga County	332	42
County of Saratoga	334	269
Carpenter	334	539
Lobdell	339	508
Coon	343	161
City of Mechanicville	348	310
Van Arnum	350	314
Thomas C. Luther	353	180
Joyce	371	499
Thomas C. Luther	373	344
Stillwater	387	472
Sovich	400	133
Saratoga Forest Co-operative Inc.	404	300
Birkeley	419	7
Thomas F. Luther	430	20
Margaret C. Luther	429	590
County of Saratoga	457	223
Rocket Testing Station	580	360

578 1060

		Page 9.
GRANTEE	BOOK	PAGE
Stillwater	589	389
McCormack	591	327
People of the State of New York	664	207
Thomas F. Luther		
Van Rensselaer (2/3 interest)	712	127
Van Rensselaer (1/3 interest)	712	129
Margaret C. Luther	712	133
Thomas F. Luther	712	134
County of Saratoga	772	320
New York State Gas and Electric	773	72
Werner	780	47
State of New York	836	114
State of New York	836	368
Margaret C. Luther	893	274
Margaret C. Luther	889	587
Margaret C. Luther	889	589
Lescault	907	204

FROM ESTATE OF LUTHER and/or MACKAY

Stillwater	969	23
Pensel	974	476
Clark	974	483
Stillwater	974	478

It being the intention of the grantor to convey all of her rights, title and interests in and to lands known as "The Luther Forest" in the Towns of Malta and Stillwater, County of Saratoga, New York.

The monetary consideration for this conveyance is less than ONE HUNDRED (\$100.00) DOLLARS and is contained in an agreement between grantor and THOMAS F. LUTHER dated April 27, 1971.

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 successors and assigns forever.

That, in Compliance with Section 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

Margaret C. Luther  
MARGARET C. LUTHER

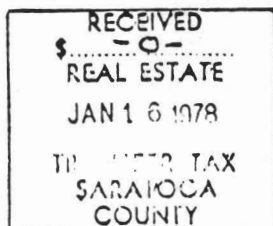
STATE OF NEW YORK :

ss.: On this 3<sup>d</sup> day of January, 1978  
COUNTY OF SARATOGA: Nineteen Hundred and Seventy Eight  
before me, the subscriber, personally appeared  
MARGARET C. LUTHER

to me personally 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.

Philip M. Juravel  
NOTARY PUBLIC

Philip M. Juravel  
Notary Public, State of New York  
Residing in Saratoga County 78  
My commission expires March 30, 1978



8017

STATE OF NEW YORK  
SARATOGA COUNTY CLERK'S OFFICE

RECORDED ON THE 16 DAY  
OF Jan 1978 AT 9:15  
O'CLOCK P. M. IN ROOM 778  
OF Deeds  
AT 1053

Robert J. Zimmerman  
Clerk

BOOK 978 PAGE 1062

JAN 15 9 15 AM '78  
SARATOGA COUNTY  
CLERK'S OFFICE  
RECORDS SECTION

