

NEW YORK, DANBURY & BOSTON  
RAILWAY COMPANY.

FRANCIS A. WHITE,  
President.

OFFICE OF THE PRESIDENT.

96 BROADWAY.

NEW YORK,.....Sept. 10, 1886.....188

Benjamin Gates, Esq.,

Mount Lebanon, N. Y.

Dear Sir:-

I received a copy of the contract between us in relation to right of way, and I observe that the date is left out. We can, by the consent of both parties, enter the date as of the day you executed the same. If you will kindly give me the date that you signed the contract and your consent to insert the same date in my copy, I will do so, and you can insert the same in your copy; and it will comply in all respects with the requirements of the law governing such contracts.

Very truly yours,



President.

W

ARTICLES OF AGREEMENT made and entered into this *Tenth*  
day of September 1886 by and between Benjamin Gates and  
Robert Valentine trustees of the United Society called Sha-  
kers of New Lebanon, Columbia County and State of New York,  
and the New York Rutland and Montreal Railway Company by  
Frances A. White, President.

W i t n e s s e t h :-

First. That Benjamin Gates and Robert Valentine trustees  
aforesaid for and in consideration of one dollar, the receipt  
of which is hereby acknowledged, and also in consideration  
of the Agreements and promises of the said New York, Rutland  
and Montreal Railway Company hereinafter set forth, hereby  
agrees with and promises to the New York, R and M. Railway  
Co. that they will and hereby does grant permission to the  
Railway Company to enter upon the premises herein described,  
and to construct its railway line thereon and that they will  
execute and deliver a deed of release and quit claim, to the  
said Railway Company within ninety days after the line of  
said Railway Company between State Line and Lebanon Springs  
shall have been built and opened for traffic, of the follow-  
ing described pieces and parcels of land-to wit:-

( a ). A parcel of land extending from the highway lead-  
ing from New Lebanon to Queechy Lake adjoining the lands  
of Nelson Sherman-to the lands of Michael Dermody, being a  
strip of land about 5510 feet in length and 100 feet in  
width, being fifty feet in width upon either side of the  
centre line of said Railway as indicated by stakes in the  
ground and shown upon a map--a copy of which is hereto ap-

pended and marked A. and made part of this Agreement together with such extra widths as are indicated upon said map and copy hereto appended, said tract containing about 14.510 acres.

( b ) A piece or parcel of land beginning at the lands of Michael Dermody on the south, and extending northerly to the highway leading from Mount Lebanon to the stone mill, being a strip of land about 5300 feet in length and 100 feet in width, being fifty feet in width upon either side of the centre line of said railway as indicated by stakes in the ground, and shown upon a map a copy of which is hereto appended and marked B, and made part of this Agreement together with such extra widths as are indicated upon said map and copy hereto appended, said tract containing about 12 Acres.

( c ) A piece or parcel of land beginning at the highway leading from Mount Lebanon to the stone Mill and extending to the highway leading from Mount Lebanon to Tilden's Chemical factory, being a strip of land about 3800 feet in length and 100 feet in width, being fifty feet upon either side of the centre line of said Railway as indicated by stakes in the ground, and shown upon a map a copy of which is hereto appended and marked B and made part of this agreement, together with such extra widths as are indicated upon said map, and copy hereto appended, said parcel containing about 8.758 Acres. And also a piece of land about 700 feet long by one hundred feet in width for a station ground and yard at such point near the highway leading from Mount Lebanon to the stone mill as may be agreed upon by the par-

ties hereto.

( d ) A piece or parcel of land beginning at the highway leading from Mt. Lebanon to Tilden's Chemical factory, and extending northerly to the lands of Henry D. Wright, deceased being a strip of land about 700 feet in length and 100 feet in width, being fifty feet in width upon either side of the centre line of said Railway, as indicated by stakes in the ground, and shown upon a map, a copy of which is hereto appended and marked B and made part of this agreement, and containing about 1.607 Acres.

( e ) A piece or parcel of land beginning at the northerly line of lands of Charles H. Spencer and extending to the highway leading from Mt. Lebanon to Lebanon Springs being a strip of land about 826 feet in length, and 100 feet in width, being fifty feet in width upon either side of the centre line of said Railway as indicated by stakes driven in the ground, and shown upon a map, a copy of which is hereto appended, and marked C, and made part of this agreement, and containing about 1.896 Acres.

( f ) A piece or parcel of land beginning at the highway leading from Mt. Lebanon to Lebanon Springs and extending northerly to the lands of Samuel G. Shumway, being a strip of land about 2000 feet in length, and one hundred feet in width, being fifty feet upon either side of the centre line of said Railway as indicated by stakes in the ground, and shown on a map, a copy of which is hereto appended marked C and containing about 4.488 Acres.

The above described parcels of land being for the right

of way, and station grounds of the said Railway and are to be conveyed and transferred for railroad purposes only.

Second:- That the New York, Rutland and Montreal Railway Company in consideration of the promises, and agreements above mentioned hereby agrees with, and promises to the said Benjamin Gates and Robert Valentine trustees and their successors etc, that the said Railway Company will within two years after the date first above noted, build and construct and put in operation a railroad leading from State Line to Lebanon Springs a portion of which shall occupy the tracts or parcels of land above mentioned and described. And also to erect upon a site, to be mutually agreed upon by the parties hereto, near the highway leading from Mt. Lebanon to the stone mill a railway station building and to maintain the same, where local passenger trains shall stop, where express trains shall only stop to leave passengers from other stations where express trains stop, or when flagged to take on passengers for other stations where express trains stop; and at such station the Railway Company will cause to be supplied the usual facilities for receiving and sending express matter to and from said station, also telegraphic communication with all points on the line of the Railway, also to provide room for a post office in the station building.

And the said Railway Company also agrees to erect suitable coal sheds, adequate for storing one thousand tons of coal, the railroad tracks to said sheds to be so arranged that the coal can be dumped into the sheds, so as to make and

render it unnecessary to shovel the coal over the sides of the cars in unloading dump cars:

And to the faithful, and full performance of each and every agreement, promise, and stipulation hereinbefore noted on the part of the said trustees and the said Railway Company each of them bind themselves and their successors in office forever.

IN WITNESS WHEREOF the parties have hereto set their hands and seals the day and year first above written.

Attest:  
 Wm. P. Watson  
 Secy

New York, Rutland &  
 Montreal Railway Co.  
 by J. A. Whitey  
 Pres.

Executed and delivered  
 in presence of

Geo W Bagg

Benjamin Gates  
 Robert Valentine

