

Concessions asked by Shaker
for Right of way for Electric Power

1908 & 1911

TERMS OF AGREEMENT

In Consideration of the SOCIETY OF SHAKERS OF
NEW LEBANON, N.Y. Giving the RIGHT OF WAY for
for the Construction of an Electric Railroad through said
Society's Land, we ask the following CONCESSIONS:

1. All timber and wood in the line of the road to be cut and drawn to the land below the road, where it can be conveniently worked up.
any timber or wood used by the Company to be paid for at its market value
2. All water pipes in the line of the road to be kept intact, adjusted and protected, so as to be got at in case of repairs, without having to dig up the road bed.
3. To have suitable culverts and water courses to convey the surface water to the ravines, so as to prevent, as far as possible, any damage to the land below.
4. To have a good depot built on site selected by the Shakers.
The Shakers to give all additional land necessary
5. A side track long enough to admit of coal sheds being built, large enough to hold from two to three hundred tons.
The Shakers to build the sheds.
6. A graded road from the State Road to the depot.
7. A first class fence, on each side of the road, that will turn sheep as well as cattle and horses, the fence to be kept in repair by the company.
8. Good gates, twelve feet long, and grade crossings into each lot adjoining the road, so that loaded teams can pass over. Each family to select the site where the crossing shall be on their land.
The crossings to be grade or under crossings at the option of the Company
9. The road to be completed within ~~two~~ ^{three} years, or all right and title declared void, and the land revert to the Shaker Society.
10. If, for any cause, after commencing work on the road, operations should be suspended and the project abandoned, payment in full shall be made for all damages incurred.

TERMS OF AGREEMENT

In Consideration of the SOCIETY OF SHAKERS OF
NEW LEBANON, N.Y. Giving the RIGHT OF WAY for the
for the Construction of an Electric Railroad through said
Society's Land, we ask the following Concessions:

1. All timber and wood in the line of the road to be cut and drawn
X to the land below the road, where it can be conveniently worked up.
any timber or wood used by the Co. to be paid for at its market value.
2. All water pipes in the line of the road to be kept intact,
adjusted and protected, so as to be got at in case of repairs,
without having to dig up the road bed.
3. To have suitable culverts and water courses to convey the surface
water to the ravines, so as to prevent, as far as possible, any damage
to the land below.
4. To have a *station to shelter passengers* ~~good depot~~ built on site selected by the Shakers.
The Shakers to give all additional land necessary.
5. A side track long enough to admit of coal sheds being built, large
enough to hold from two to three hundred tons.
The Shakers to build the sheds.
6. A graded road from the State Road to the *Station* ~~depot~~.
7. A first class fence on each side of the road, that will turn
sheep as well as cattle and horses. *The fence to be kept in repair by the Company.*
8. Good gates twelve feet long, and grade crossings into each lot
adjoining the road, so that loaded teams can pass over. Each family
to select the site where the crossing shall be on their land.
The crossings to be grade or under crossings at the option of the Company.
9. The road to be completed within ~~two~~ *two* years, or all right and title
declared void, and the land revert to the Shaker Society.
10. If, for any cause, after commencing work on the road, operations
should be suspended and the project abandoned, payment in full shall be
made for all damages incurred.

Want
Station
by all
means

Additional concessions-

1. Want station by all means.
2. Will give right of way fifty feet, and will allow 50 feet additional- 25 feet on each side- for the dirt for the building or grading- fences to be within fifty feet and to be forever maintained.
3. They to clean up where they have trespassed, by going over the 100 feet. stones and earth/ and take away and put over on their own land. Leave the land in same conditions as ~~it~~ was.
4. Limit the time for completion to two years.
5. Give the Shakers a bond for \$5000. for its completion,- to indemnify them in case the R.R. company do not build and for any damages they may do

March 16th 1908

TERMS OF AGREEMENT

In Consideration of the SOCIETY OF SHAKERS OF
NEW LEBANON, N.Y. Giving the RIGHT OF WAY
for the Construction of an Electric Railroad through said
Society's Land, we ask the following Concessions:

- ✓ 1. All timber and wood in the line of the road to be cut and drawn to the land below the road, where it can be conveniently worked up. Any timber or wood used by the Co. to be paid for at its market value.
- ✓ 2. All water pipes in the line of the road to be kept intact, adjusted and protected, so as to be got at in case of repairs, without having to dig up the road-bed.
- ✓ 3. To have suitable culverts and water courses to convey the surface water to the ravines, so as to prevent, as far as possible, any damage to the land below.
- out 4. To have a good depot built on the site selected by the Shakers, the Shakers to donate all additional land necessary.
- out 5. A side track long enough to admit of coal sheds being built, large enough to hold from two to three hundred tons. The Shakers to build the sheds.
- out 6. A graded road from the State Road to the depot.
7. A first class fence on each side of the road, that will turn sheep as well as cattle and horses. The fence to be kept in repair, by the Co. ^{& repaired for the electric}
- Co 8. Good gates, twelve feet long, and grade crossings into each lot adjoining the road, so that loaded teams can pass over. Each family to select the site where the crossing shall be on their land. The crossings to be grade or under crossings at the option of the Company.
9. The road to be completed within three years, & all right and title declared void, and the land revert to the Shaker Society.
10. If, for any cause, after commencing work on the road, operations should be suspended and the project abandoned, payment in full shall be made for all damages incurred.

Judge Randall Le Boeuf

Terms of Agreement

In consideration of the Society of Shakers of
for New Lebanon, N.Y. giving the Right of Way
for the construction of an Electric Railroad through said
Society's Land, we ask the following Concessions:

1. All timber and wood in the line of the road to be cut and drawn to the land below the road, where it can be conveniently worked up. Any timber or wood used by the Company to be paid for at its market value.
2. All water pipes in the line of the road to be kept intact, adjusted and protected, so as to be got at in case of repairs, without having to dig up the road bed.
3. To have suitable culverts and water courses to convey the surface water to the ravines, so as to prevent, as far as possible, any damage to the land below.
4. To have a good depot built on site selected by the Shakers. The Shakers to give all additional land necessary.
5. A side track long enough to admit of coal sheds being built, large enough to hold from two to three hundred tons. The Shakers to build the sheds.
6. A graded road from the State Road to the depot.
7. A first class fence, on each side of the road, that will turn sheep as well as cattle and horses, the fence to be kept in repair by the company.
8. Good gates twelve feet long, and grade crossings into each lot adjoining the road, so that loaded teams can pass over. Each family to select the site where the crossing shall be on their land. The crossings to be grade or under crossings at the option of the Company.
9. The road to be completed within three years, or all right and title declared void, and the land revert to the Shaker Society.
10. If, for any cause, after commencing work on the road, operations should be suspended and the project abandoned, payment in full shall be made for all damages incurred.

March 16th 1908

[March 1911]

Concessions asked of the Trolley Company for right of way thro. the Shaker Society Land ^{1st Street Spokes.} will give right of way 50 feet, and will allow 50 feet additional - 25 feet on each side - for the dirt for the building, or grading, - fences to be within 50 ft. and forever maintained.

2nd The company to clean up where they have trespassed, by stones and dirt going over the 100 feet, and take away and put over on their own land.

3rd All water pipes in the line of the road to be kept intact, adjusted and protected, so as to be got at in case of repairs without having to dig up the road bed.

- 4th To have suitable culverts and water courses to convey the surface water to the ravines, so as to prevent as far as possible, any damage to the land below.
- 5th To have a side track and a station to shelter passengers and protect baggage and freight. Built on site selected by the Shakers. The Shakers to give all additional land necessary.
- 6th A first class fence on each side of the road, that will turn sheep as well as cattle & horses.
- 7th Good gates 12 ft long, and grade crossings into each lot adjoining the road, so that loaded teams can pass over. The crossings to be grade or under crossings, at the option of the Company.
- 8th The road to be built and operating, within 2 years from the date of signing the deed. Or all right and title declared void, and

the land revert to the Shaker Society.
9th The railroad company to give
the Shakers a bond for \$5,000.00
for its completion. To indemnify
them for any damage they may do.

March 1911

Concessions asked of the Trolley Company for right of way through the Shaker Society's Land.

1st. The Shaker's will give right of way 50feet, and will allow 50feet additional. 25feet on each side- for the dirt for the building or grading. Fences to be within 5feet. And forever maintained.

2nd. The Company to clean up where they have trespassed, by stones and dirt going over the 100feet, and take away and put over on their land.

3rd. All water pipes in the line of the road to be kept intact adjusted and protected, so as to be got at in case of repairs without having to dig up the road bed.

4th. To have suitable culverts and water courses to convey the surface water to the ravines, so as to prevent as far as possible, any damage to the land below.

5th. To have a side tract and a station to shelter passengers and protect baggage and freight. Built on site selected by the Shakers. The Shaker's to give all additional land necessary.

6th. A first class fence on each side of the road, that will turn sheep as well as cattle and horses.

7th. Good gates 12feet long, and grade crossings into each lot adjoining the road, so that loaded teams can pass over.

The crossing to be grade or under crossings, at the option of the company.

8th. The road to be built and operating within Two years from the date of signing the deed. Or all right and title declared void, and the land revert to the Shaker Society.

9th. The railroad company to give the Shaker's a bond for \$5.000 five thousand dollars for its completion. To indemnify them for any damage they may do.

1911 March.

Concessions asked of the Trolley Company
for Right of Way upon the Shaker Society's Land.

1. The Shakers will give right of way 50 feet and will allow 50 feet additional - 25 on each side - for the dirt for building or grading, fences to be within 50 feet and forever maintained.
2. The Company to clean up where they have trespassed, by stones and dirt going over the 100 feet, and take away and put over on their own land.
3. All water pipes in the line of the road to be kept intact, adjusted and protected, so as to be got at in case of repairs without having to dig up the road bed.
4. To have suitable culverts and water courses to convey the surface water to the ravines; so as to prevent, as far as possible, any damage to the land below.
5. To have a side track and a station to shelter passengers and protect baggage and freight. Built on site selected by the Shakers. The Shakers to give all additional land necessary.
6. A first class fence on each side of the road, that will turn sheep as well as cattle and horses. *maintained forever*
7. Good gates 12 feet long, and grade crossings into each lot adjoining the road, so that loaded teams can pass over. The crossing to be grade, or under crossings, at the option of the company.
8. The road to be built and operating within two years from the date of signing the deed. Or all right and title declared void, and the land revert to the Shaker Society.
9. The railroad company to give the Shakers a bond for \$5000. for its completion. To indemnify them for any damage the company may do.

March 1911

Concession asked of the Trolley Company for right of way through the Shaker Society's Land.

- 1st. The Shakers will give right of way 50 feet, and will allow ^{Additional 25 feet} 50 feet on each side - for the dirt for the building or grading - fences to be within 50 feet. And forever maintained.
- 2nd. The company to clear up where they have trespassed, by stones and dirt going over the 100 feet, and take away and put over on their own land.
- 3rd. All water pipes in the line of the road to be kept intact, adjusted, protected, so as to be got at in case of repairs without having to dig up the road bed.
- 4th. To have suitable culverts and water courses to convey the surface water to the ravines, so as to prevent as far as possible, any damage to the land below.
- 5th. To have a side track and a station to shelter passengers and protect baggage and freight. Built on site selected by the Shakers. The Shakers to give all additional land necessary.
- 6th. A first class fence on each side of the road, that will turn sheep as well as cattle and horses.
- 7th. Good gates 12 feet long, and grade crossing into each lot adjoining the road, so that loaded teams can pass over. The crossing to be grade or under crossing, at the option of the company.
- 8th. The road to be built and operating within two years from the date of signing the deed. Or all right and title declared void, and the land revert to the Shaker Society.
- 9th. The railroad company to give the Shakers a bond for \$5,000 five thousand dollars for its completion. To indemnify them for any damage they may do.

Copy

THIS INDENTURE, made the 11th day of April in the year of our Lord, One thousand nine hundred and eleven between Emma J. Neale and Sarah Burger, as Trustees of the United Society of Shakers of Mount Lebanon, town of New Lebanon, Columbia County, New York, pursuant in all respect to the provisions of the Church Covenant of said Society and the Declaration of Trust by us heretofore made, and pursuant to the previous approbation of the Ministry and Elders thereof parties of the first part, and TROY, RENSSELAER & PITTSFIELD RAILROAD COMPANY, a domestic railroad company, party of the second part, having its residence, (principal office) at Troy Rensselaer County, N. Y.

WITNESSETH That the parties of the first part, in consideration of the sum of One Dollar and other good and sufficient considerations, do hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT CERTAIN STRIP, A PIECE OR PARCEL OF LAND running through the lands of the parties of the first part in the town of New Lebanon, Columbia County, New York, as laid out and located as part of the route of the Troy, Rensselaer & Pittsfield Railroad Company upon a map of said strip annexed to and made a part of a deed of same premises made by the parties of the first part to the party of the second part subject to certain conditions therein mentioned, under date of March 16th, 1908, which deed was recorded in the office of the Clerk of Columbia County February 4th, 1909, in Book 136 of Deeds, at page 527, and which map is still on file in the office of the said Clerk of Columbia County, and more particularly described as follows:

A strip of land about ninety three hundred and thirty (93300 feet long and one hundred feet wide, the easterly line being fifty (50) feet easterly from and parallel to the center line of said location of said Troy, Rensselaer & Pittsfield Railroad Company, and the westerly line being fifty (50) feet westerly from and parallel to the said center line of location; bounded northerly on land described on said map as of George and Melvin Sudwick; easterly, southerly and westerly by land of grantors, and containing twenty one and four tenths acres more or less, as the said strip of land has since the location thereof on said map^{actually} been laid out and staked upon the lands of the parties of the first part. The southerly line of above described piece of land is the line between the State of New York and the State of Massachusetts.

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 said premises unto the party of the second part, its successors and assigns forever, subject to the following conditions forming the consideration of this grant.

(1) All timber and wood in the line of the road to be cut and drawn to the land below the road where it can be conveniently worked up-provided that any wood used by the second party shall be paid for at the market price of same at the time of such use.

(2) All water pipes in the line of the road to be kept intact, adjusted and protected, so as to get at for the purpose of making repairs thereon without having to dig up the roadbed.

(3) Suitable culverts and water courses to be constructed by second party to convey the surfacewater to the

ravines, so as to prevent so far as possible any damage to the land below.

(4) A good depot to be built on a site on said premises to be selected by the Shakers.

(5) A side track long enough to admit coal sheds being built large enough to hold from two to three hundred tons such side track to be built by second party on lands to be granted therefor by the Shakers. Such coal sheds to be built by the Shakers.

(6) A graded road to be built by second party from the State Road to said depot.

(7) A first class fence to be built by the second party its successors and assigns, on each side of the said railroad sufficient to turn sheep as well as cattle and horses, which fence shall be forever maintained by the second party, its successor or assigns.

(8) Good gates, twelve feet long and grade; under or over crossings to be provided into each lot, adjoining the road, so constructed that located teams can pass thereover, but the total number of which shall not exceed fifteen. Four of said crossings to be located upon the portion of the lands heretofore contracted to be sold by the first party to Edward Crowe. Such crossings shall be located and erected in such manner as shall be agreed upon between the engineer of the second party and the first parties; each family of Shakers to select the site where crossings shall be on their land. In the event that any disagreement shall arise between the railroad company, its successors or assigns and the first parties with reference to the permanent location and manner of construction of said crossings, the parties hereto agree that the same shall be referred for final settlement to the Public Service Commission of the State of New York, of the Second District.

(9) A railroad shall within three years from the date

of this instrument be completed and in operation over the said lands, either by the said second party, or its successors or assigns, provided that the period during which such construction or operation shall be prevented or delayed by the pendency of any legal proceedings whatever shall not be included in the computation of said period of three years.

(10) Upon the execution of this deed the second party its successor or assigns, shall have access from the highway to the premises conveyed over the lands of the first parties except so far as the same have been heretofore contracted to be sold to Edward Crowe of Lebanon Springs, for the purpose of making surveys and building, constructing and maintaining the said railroad, at the points only where the farm crossings shall be either temporarily or permanently located, provided, however, upon the termination of the said period of three years, should all operations be entirely suspended and the project of building and maintaining a railroad upon the lands herein described be entirely abandoned, payment in full shall be made to the first party by the second party, its successor or assigns, for all damages which shall be hereafter sustained by the first party by reason of such entry or construction of said railroad upon the lands herein described. Nothing in this instrument contained, however shall be deemed to prevent the transfer of the lands hereby conveyed to any person or corporation, subject however, to the full performance of all the terms and conditions herein contained on the part of the such successors or assigns of the second party hereto.

The parties of the first part for themselves, the United Society of Shakers of Mount Lebanon, further covenant and agree that this conveyance is made pursuant to the authority and approbation of the Ministers and Elders of said Society; that they and the said Society are seized of said premises in fee simple and have a good right to convey the same, and that

neither they nor the said Society have done or suffered any thing whereby the said premises have been encumbered.

IN WITNESS WHEREOF, the parties of the first part pursuant to said authority of the Ministry and Elders of the said United Society of Shakers of Mount Lebanon, Town of New Lebanon Columbia County, N. Y. have as such Trustees hereunto placed their hands and seals the day and year first above written.

UNITED SOCIETY OF SHAKERS OF MOUNT LEBANON

Emma J. Neale L.S.
Sarah Burger L.S.

Trustees of the United Society of Shakers
Mount Lebanon, N. Y.

State of New York,
County of Columbia, SS.

On this 11th day of April, 1911, before me personally appeared Emma J. Neale and Sarah Burger, to me known and known to me to be the persons named in and who executed the foregoing instrument, and they duly, severally acknowledged to me that they executed the same for the uses and purposes therein stated.

Geo. McClellan
Surrogate of Columbia County.

We, Joseph Holden, Harriet Bullard, and M. Catherine Allen, composing the Ministry of the United Society of Shakers of Mount Lebanon and we Alonzo G. Hollister, Amelia J. Culver, Sarah Burger and Leila S. Taylor, composing the Elders of the United Society of Shakers of Mount Lebanon, DO HEREBY CERTIFY, AND DECLARE that we do in all respects pursuant to the terms and conditions of the Church Covenant of said Society, give our approbation and authority and consent as such Ministry and Elders of the Church of said Society to the transfer of the property and the execution and delivery of a deed of the same to the Troy, Rensselaer & Pittsfield Railroad Company its successors and assigns, which deed bears date this day and is hereunto annexed and made a part thereof. And we do hereby ratify, confirm, give our approbation and consent to the conveyance of the said premises to said Troy, Rensselaer & Pittsfield Railroad Company, its successors and assigns, and we do hereby as such Ministry and Elders and individually transfer and convey to said Troy, Rensselaer & Pittsfield Railroad Company, its successors and assigns, all our right, title and interest in and to the premises mentioned in the said deed, but in all respects subject to the terms and conditions in the said deed contained.

In Witness Whereof, We have hereunto placed our hands and seals this 11th day of April, 1911.

Joseph Holden L.S.
Harriet Bullard L. S.
M. Catherine Allen L.S.
Alonzo G. Hollister L. S.
Amelia J. Culver E. S.
Sarah Burger L. S.
Leila S. Taylor L. S.

State of New York,
County of Columbia, SS.

On this 11th day of April, 1911, before me personally appeared Harriet Bullard, M. Catherine Allen, Alonzo C. Hollister, Amelia J. Culver, Sarah Burger and Leila S. Taylor to me known and known to me to be their persons described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

Geo. McClellan
Surrogate of Col. Co. N. Y.

State of New York,
County of Columbia, SS.

On this 11th day of April, 1911, before me came George McClellan, personally known to me and to me known to be the subscribing witness within named, who being by me sworn did depose and say that he resides in the town of Kinderhook, County of Columbia, that he knows Joseph Holden, within named, knows him to be one of the persons who is described in and who executed the within instrument; that he was present and saw the said Joseph Holden execute the same, and that he acknowledged to him, the said George McClellan, that he, the said Joseph Holden, executed the same, and that he, the said George McClellan thereupon subscribed his name as a witness thereto.

Nora H. Mallory
Notary Public.

10,256-R.6

*Mr Miss
Sarah*

EMMA J. NEALE and SARAH BURGER
as Trustees of the United
Society of Shakers of Mount
Lebanon

to

TROY, RENSSELAER & PITTS-
FIELD RAILROAD COMPANY

Copy Deed.

