



ONEIDA COUNTY - STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2020-018602
Receipt#: 20201012434
Clerk: ST
Rec Date: 12/31/2020 12:10:03 PM
Doc Grp: RP
Descrip: DEED
Num Pgs: 3

Party1: OMP PARK INC
Party2: STANTON MICHAEL B
Town: KIRKLAND

Recording:	
Cover Page	20.00
Number of Pages	15.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	0.00
RP5217 Residential/Agricu	116.00
RP5217 - County	4.50
RP5217 - County Clerk	4.50
Sub Total:	<u>185.00</u>
Transfer Tax	
Transfer Tax	1600.00
Sub Total:	<u>1600.00</u>
Total:	<u>1785.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 3037	
Transfer Tax	
Consideration: 400000.00	
Transfer Tax	1600.00
Total:	<u>1600.00</u>

Record and Return To:

FINER & FANLLI
2615 GENESEE STREET
UTICA NEW YORK 13501

WARNING***

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno
Oneida County Clerk

20201012434 Clerk ST

2020-018602
12/31/2020 12:10:03 PM
DEED
3 Pages
Sandra J DePerno, Oneida County Clerk

P 678-Warranty deed: Non clause, ind. of corp.

This Indenture made December 10, 2020

Between *O.M.P. PARK, INC. f/w/a OM PENNSAVER PARK, INC.*, a New York State Corporation, P.O. Box 203, Clinton, New York 13323, party of the first part, and

MICHAEL B. STANTON, 24 Toggletown Road, Clinton, New York 13323, party of the second part,

Witnesseth that the party of the first part, in consideration of One and no/100--

-----Dollars (\$1.00)
lawful money of the United States, and all other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

All that tract of land situated on Robinson Road in Great Lot Seven, Settlers or 2016 acre tract, Coxes Patent, Town of Kirkland, County of Oneida and State of New York bounded as follows:

Beginning at the intersection of the centerline of Robinson Road and the East line of the old Rome and Clinton Railroad Right of Way and running northerly on a curve to the left of one degree 58 minutes 37 seconds and along the fence marking the east Row line of the RR 900.12 feet to an iron pipe at a fence intersection marking the southwest corner of lands now or formerly owned by Stephen Lockwood; thence North 65 deg. 01 minutes East along the fence marking the south line of Lockwood's land 370.80 ft. to an iron rod at a fence corner; thence South 32 degrees 22 minutes East along the fence marking the southwest line of Lockwood's land 864.50 ft. to an iron pipe on the intersection of fences between lands now or formerly of Lockwood to the north, Schwaiger (now or formerly) to the west and HomeSpaulding (now or formerly) to the east; thence South 39 degrees 22 minutes West along the fence marking the west line of Spaulding 193.20 ft. to an iron pipe at Spaulding's southwest corner; thence South 64 degrees 28 minutes West along a fence marking the west line of a 60 foot wide strip of land owned now or formerly by Earle F. Schwaiger and over an iron rod at roadside 770.50 feet to the center of Robinson Road; thence North 32 degrees 22 minutes west along the centerline of the road 197.50 feet to the place of beginning, and containing 15 acres more or less.

And also the fee to the lands of the abandoned Rome and Clinton Railroad right of way northerly from Robinson Road to the extension southwesterly of the second course of the above described 15 acre tract and being a distance along the railroad of about 900 feet. That the fee to the lands of the abandoned Rome and Clinton Railroad right of way may also be described as being a part of a conveyance from Herman Caro to Earle F. Schwaiger by deed dated July 7, 1959 and recorded in Oneida County Clerk's Office on July 7, 1959 in Book of Deeds 1633 at page 204 and more particularly set forth on Map No. V10-1 of a series of five maps of Rome Branch of the New York, Ontario and Western Railway in Oneida County and on file in the Oneida County Clerk's Office in Map Roll 548.

All as shown on "A Survey Map of lands owned by Earle F. Schwaiger on Robinson Road, Town of Kirkland, Oneida County, New York dated 19 December, 1972" made by Walter Cookenham, Jr. L.S. filed in the Oneida County Clerk's Office in Map Roll 838.

That there is also included in this conveyance a 60 foot right of way adjacent to the southerly boundary line of the premises herein conveyed, which said Right of Way is more particularly shown on a Survey Map entitled "Part of Lands owned by Earle F. Schwaiger, Robinson Road in G.L. 7, 2016 acre Tract, Coxes Patent, Town of Kirkland, County of Oneida, New York" made by Walter S. Cookenham, Jr. L.S., 33114, dated June 29, 1970 and filed in the Oneida County Clerk's Office August 4, 1970. That said Right of Way herein conveyed is with the understanding that no other person, firm or corporation has any right to use said property.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

Subject to and together with any and all easements, rights-of-way, covenants and conditions of record, if any.

Being the same premises conveyed by John R. Tenney and Cynthia R. Tenney to the party of

Being the same premises conveyed by John R. Tenney and Cynthia R. Tenney to the party of the first part by Warranty Deed dated November ____, 1977 and recorded in the Oneida County Clerk's Office on November 10, 1977 in Book 2055 of Deeds at Page 833.

The conveyance made herein does constitute a transfer of all or substantially all of the assets of the party of the first part and is not in violation of Section 909 of the Business Corporation Law and said conveyance is being made in the regular course of the party of the first part's business.

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, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever Warrant the title to said premises.

Third, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

O.M.P. PARK, INC. f/k/a
OM PENNSAVER PARK, INC.

By: Claudia Tenney L.S.
Claudia Tenney, President *Executive*
Trustee

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

On December 10, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Claudia Tenney, in her capacity as President of O.M.P. PARK, INC. f/k/a OM Pennysaver Park, Inc. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kim Wilson
Notary Public

Rec'd Return to
Finera Saneli
510 Blackbar St.
Utica, NY 13501

2023