

Lease  
E.D. Sizer  
To  
V. E. Crum and  
Lulu E. Crum  
assigned by  
C. P. Crum  
Lulu E. Crum  
M. L. Crum and  
V.E. Crum  
To  
H. W. Martindale

Agreement of Lease made this 28<sup>th</sup>  
day of April A. D. 1891 by and between E. D.  
Sizer of Portage, Cameron County, and State  
of Pennsylvania party of the first part, and V.  
E. Crum and Lulu E. Crum of same place  
parties of the second part. Witnesseth, that the  
party of the first part for and in consideration  
of the sum of one dollar in hand paid, the  
receipt of which is hereby acknowledged,  
agrees to lease to the parties of the second part  
for a period of twenty five years from the  
tenth day of March 1891, a certain piece,  
parcel or tract of land lying and being in  
Portage Township, County of Cameron and  
state of Pennsylvania, bounded and described

as follows, erg: Beginning at a post in public road being the northeast corner of lot occupied under lease by P. H. Shumway for bottling works, thence running westerly along line of said lease one hundred feet to northwest corner of said lease, thence westerly to bank of Portage Creek about two hundred and fifty feet, thence northerly along said stream to strike the north west corner of lot leased by parties of second part, from said party of the first part, being west of southwest corner of Bathhouse occupied by Ira T. Hall, about one hundred and seventy feet, thence by south line of aforesaid lease to place of beginning, said ground to be used by the parties of the second part for buildings and other uses as desired for their benefit.

As also one other piece or parcel of land as follows. Beginning at a post on the east line of the right of way of the W.N.Y. & P.R.R. north of crossing of said R.R. by public highway opposite the bridge signal post, running thence northerly along right of way of R.R. about one hundred and twenty feet to a post thence easterly at right angles to aforesaid line to public road about one hundred and ten feet. Thence southerly along line of public road about one hundred twenty nine feet to a post, thence westerly about sixty feet to the place of beginning.

The parties of the second part to have the privilege of removing from the premises any buildings and improvements they may put upon said leased premises and to have the free and uninterrupted use and possession of the same for and during the aforesaid term of twenty five years.

E. D Sizer (seal)

Signed and sealed in the presence of Lemuel Lucore

Personally appeared before me a Justice of the Peace in and for the County of Cameron, E D. Sizer and acknowledged for the uses and consideration therein named, and described, that the same be recorded as such.

Portage April 28<sup>th</sup>, 1891

Lemuel Lucore, Justice of the Peace --

#### Agreement

Memorandum of Agreement made and entered into this 10<sup>th</sup> day of March 1891. by and between Elijah D. Sizer of Portage Township in the County of Cameron and State of Pennsylvania party of the first part and V. E. Crum and Lulu E. Crum of the same place herein before mentioned, party of the second part. Witnesseth as follows erg: the party of the first part for and in consideration of the receipts and covenants herein after mentioned here by leases to the parties of the second part All that certain piece or parcel of land situate and being in the Township of Portage, County of Cameron and State of Pennsylvania aforesaid.

Bounded and described as follows commencing at the W.N.Y.& P.R.R. track directly at the northeast corner of lot now leased by Edwin Riply and occupied by the P. H. Shumway Bottling Works, thence north by line of aforesaid W.N.Y.& P.R.R. to Cowley Run Bridge, thence west and south by waters of Cowley Run and Portage Creek to opposite the south west corner of lot now occupied by Ira T. Hall Bath House, thence easterly to place of beginning, said party of the first part also agrees to furnish to the partys of the second part al the mineral water necessary for medicinal and all other uses (excepting for scrubbing purposes) during the term of this lease, said mineral water now issuing from and out of mineral well or spring now owned by E. D. Sizer with the right to take or carry away from said well at any and all times the water issuing therefrom for the uses as above described. Also the privilege to attach a pipe and pump water from said mineral spring anywhere on said lease that the second party may desire, said water supposed to contain medical and healing qualities and bring the principal inducement to the parties of the second part to make this lease. Also the party of the first part agrees to let the partys of the second part have the use of a certain well of water now dug and used and being near the west or front side of W. R. Sizer Store, with ingress and egress to and from the same. Also to put a pipe into same to pump water there from, also the right to lay water pipes anywhere upon lands owned by party of the first part for the purpose of watering the premises of the grounds covered by this lease, party of the second part have the right to remove any and all buildings that they may erect upon said lease from and off the premises herein leased at the expiration of twenty five years. Partys of the second part agrees to lease the aforesaid described property subject to the conditions of this lease of the term of twenty five years from the date hereof and to commence work of improving said leased property within sixty days from the date of this lease and partys of the second part agrees to build and maintain a suitable hotel building for the accommodation of guests. Partys of the second part agrees to pay to the party of the first part the sum of one dollar for every twenty one meals sold to water boarders or excursionists drinking aforesaid mineral water, payment to be made weekly or monthly as the first party may desire. The partys of the second part agree to keep accurate accounts of all guests with dates of arrival and departure showing number of meals furnished to each, said books to be subject to inspection of party of the first part at all times, said party of the first part agrees to cooperate with said party of the second part in excluding all partys from the water of the aforesaid mineral spring that would in any way interfere with or be detrimental to the best interests of the second partys. It is also agreed by and between the partys to this lease that the agreements herein contained shall be binding upon their heirs, executors, administrators and assigns of the respective partys.

In Witness Whereof we have hereunto signed our names and affixed  
our seals the day and year first above written. E. D. Sizer (seal)  
Witness, Louisa Sizer V. E. Crum (seal)  
Witness, M. L. Crum Lula E. Crum (seal)  
Cameron County, S.S.

Personally appeared before me a Justice of the Peace in and for  
the County of Cameron, Elijah D. Sizer and V. E. Crum and Lulu E. Crum  
known to me to be the persons who made and executed the above lease and  
acknowledged this to be their signatures and seals and for the purposes therein  
mentioned and request it to be recorded as such.

Portage March 13th, 1891

Lemuel Lucore, Justice of the Peace --

And now to-wit January 16<sup>th</sup>, 1893 for a valuable consideration to us in hand paid by H. W. Martindale the receipt of which is hereby acknowledged we do hereby agree to sell and convey and by these presents do bargain, sell, assign, grant, transfer and convey unto the said H. W. Martindale his heirs and assigns all our right title and interest in and claim to the contracts hereto attached and to the water rights and land herein described he the said Martindale to have immediate possession of the said water rights land and buildings thereon, and to pay all future rents accruing and falling due under said contracts of lease to ED Sizer the leasor named therein or to his heirs or assigns for and during the term therein provided for and in all other respects subjecting himself to the terms and conditions of said leases and hereby agreeing to perform all the undertakings named therein for us to perform as fully as we might otherwise be required to do and perform the same, so as to save us in all respects harmless

In Witness whereof we have hereunto set our hands and seals the day and year first above written.

State of Pennsylvania | - SS.  
 County of Cameron |

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 C. P. Crum (seal)  
 Lulu Crum (seal)  
 M. L. Crum (seal)  
 V.E. Crum (seal)

On the 17<sup>th</sup> Day of January AD 1893 before me the subscriber a Justice of the Peace in and for said county came the above named Victor E. Crum and C. P Crum his wife and Martin L. Crum and Lulu E. Crum his wife and in due form of law acknowledged the above indenture to be therein act and deed and desired the same to be recorded as such and the said C. P. Crum and Lulu E. Crum being of full age and separate and apart from their said husband by me examined and the full contents of said indenture being by me made known to them, they declared upon such separate examination that they did voluntarily and of their own free will and accord seal and as their act and deed deliver the said indenture of assignment without any coercion or compulsion of their said husbands.

Witness my hand and seal      Robert McDowell (seal) Justice of the Peace.  
 Recorded April 26<sup>th</sup>, 1894.      L B Lleyd

Recorder