

State of New York
City and County of New York } ss.
Borough of Manhattan

Be it Known, That on the 10th day of July, one thousand nine hundred and three, before me personally appeared Ella Damberger, above named, who is to me personally known and known to me to be the same person described in and who executed the foregoing Power of Attorney, and she acknowledged the same to be her free act and deed.

In Testimony Whereof, I have herunto subscribed my name, the day and year last above written.
John Goode, Notary Public (Seal)
New York County, N. Y.

State of New York }
County of New York } ss.

I, Thomas L. Hamilton, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do Hereby Certify, that John Goode, before whom the annexed deposition was taken, was, at the time of taking the same a Notary Public of New York, dwelling in said County duly appointed and sworn, and authorized to administer oaths to be used in any Court in said State and for general purposes: that I am well acquainted with the handwriting of said Notary and that his signature thereto is genuine as I verily believe.

In Testimony Whereof, I have herunto set my hand and affixed the seal of the said Court and County the 11th day of May 1904.

Thomas L. Hamilton, Clerk
A true copy of the original rec'd
May 12, 1904 at 9:57 A. M. & aff'd James H. Atchison Clerk

John Warrant Castleman }
and others } Warranty Deed
To
Rochester Railway Co.

This Indenture made this 10th day of May, in the year One thousand nine hundred and four.

Between, John Warrant Castleman and Augusta W. Castleman his wife, and Clarissa W. Warrant all of Rochester, Monroe County, New York, of the first part, and the Rochester Railway Company, a domestic corporation, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, paid by the

said party of the second part, do hereby grant and release unto said party of the second part, its successors and assigns forever; the right to construct, maintain, operate and use a surface railroad with any motive power, except steam, through, on and over the property herein described, said railroad to consist of all tracks, poles, wires and other appliances which may be necessary for the convenient operation and use of said railroad; said tracks to be laid at a grade conforming with the general grade of the property abutting that over which said right of way is granted, and said railroad is to be completed on or before the first day of December 1904.

All that Tract or Parcel of Land situate in the Town of Tarrytown, County of Monroe and State of New York, being a part of Lot No. twenty-seven (27), in Township thirteen (13), in the seventh range of Townships on the Genesee River, in the Third division of lands in said Township, bounded and described as follows: Beginning at the North-west corner of Crittenden Park, so called, (formerly known as the Western New York Agricultural Society Fair Grounds); thence Westerly parallel with the South line of said Lot twenty-seven (27), about one thousand seven hundred and ninety-four (1794) feet to the Easterly line of the Lehigh Valley Railroad property; thence Southerly along said Easterly line of the Lehigh Valley Railroad, about thirty-six (36) feet to a point; thence Easterly parallel to the South line of said Lot twenty-seven (27), about one thousand seven hundred and ninety-eight (1798) feet to the Westerly line of Crittenden Park, so called; thence Northerly along said Westerly line of Crittenden Park, about thirty-three (33) feet to the place of beginning. And containing one ^{and} twenty-four one-hundredths ($1\frac{24}{100}$) acres, more or less: being a strip of land thirty (30) feet in width extending from Crittenden Park to the Lehigh Valley Railroad.

And the said parties of the first part do also hereby grant and release unto said party of the second part, its successors and assigns forever, To Have and To Hold, All that Tract or Parcel of Land situate in the Town of Tarrytown, County of Monroe and State of New York, being a part of Lot No. twenty-seven (27), in Township thirteen (13) in the Seventh Range of Townships on the Genesee River, in the Third Division of Lands in said Township, bounded and described as follows: Beginning at the South-west corner of the first described parcel on the Easterly line of the Lehigh Valley Railroad: thence Southerly

along the said Easterly line of the Lehigh Valley Railroad about two hundred and thirty-six (236) feet to the South line of Lot No. Twenty-seven (27); thence Easterly along said South line of Lot Twenty-seven (27), three hundred and twenty (320) feet to a point: thence Northerly parallel to the Easterly line of the Lehigh Valley Railroad, about two hundred and thirty-six (236) feet to the South line of first described parcel: thence Westerly along said South line of first described parcel three hundred and twenty (320) feet to the place of beginning: ^{and} containing one and forty-six one-hundredths ($1\frac{46}{100}$) Acres, more or less.

And the said party of the second part agrees to use the premises last above described for railway pur purposes only, and does hereby covenant and agree that no building shall be erected thereon, except such as may be necessary for railway purposes, and that no power house, nor car barn, nor factory for the storage, manufacture or repairing of cars, or other articles, shall be erected on said premises.

And the said party of the second part does further covenant and agree that no hotel, saloon, store nor factory shall be erected on said premises, ^{and} that no article shall be sold, or be offered for sale, on said premises, except such as are usually sold in railway depots and waiting rooms, provided however, that such articles are so sold or offered for sale in such depot or waiting room.

The said party of the second part also covenants and agrees that it will immediately, ^{and} before the construction of said railroad is commenced, erect and thereafter maintain a wire fence at least four feet high, enclosing all of the land herein described, except where said railroad enters said premises, and where it may be hereafter ^{and} extended therefrom, ^{and} that it will construct and maintain two farm crossings, protected by wing fences, gates and cattle guards, at the location of the present farm roads, the first to be about four hundred and seventy-five (475) feet West of the West line of Crittenden Park, ^{and} the second to be about one thousand three hundred ^{and} fifty (1350) feet West of the West line of said Crittenden Park.

And the said party of the second part further covenants and agrees that it will at any time, upon sixty days prior notice in writing, given to it by said parties of the first part, their heirs, personal representatives or assigns, remove the fence or any portion thereof, from either side of the first described parcel, whenever said parties of the first part shall have completed a roadway

upon the land adjoining that side of said parcel, and that it will, upon like notice in writing, remove the fence, or any portion thereof, from the other side of said first described parcel, when said parties of the first part shall have completed a roadway upon the land adjoining such other side of said parcel.

It is further Covenanted and Agreed that said right of way and said premises hereby conveyed shall revert to said John Warrant Castleman, his heirs, legal representatives or assigns, if at any time said party of the second part, its successors or assigns, shall fail to operate over said right of way said railroad for a period of one year.

And it is further Covenanted and Agreed that the agreements and covenants herein contained are to apply to and bind the successors, heirs, executors, administrators and assigns of the respective parties.

And the said parties of the first part do covenant with the said party of the second part, as follows:

That the said party of the second part shall quietly enjoy the said premises last above described.

That the said John Warrant Castleman and Clarissa W. Warrant will forever warrant the title to said premises last above described.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Clarissa W. Warrant (L.S.)
John Warrant Castleman (L.S.)
Augusta W. Castleman (L.S.)

State of New York }
County of Monroe } S.S.
City of Rochester }

On this 11th day of May in the year One thousand nine hundred and four, before me the subscriber, personally appeared John Warrant Castleman, Augusta W. Castleman and Clarissa W. Warrant, to me personally known to be the same persons described in and who executed the foregoing instrument, and they severally acknowledged to me that they executed the same.

Robert L. Horniston

A true copy of the original rec'd }
May 12, 1904, at 3:26 P. M. & ex'd }
Corn of Deeds } James H. Hitchcock Clerk

Magdalena Kaiser } Land Contract
To }
Fred Kress }

Articles of Agreement made this 30th day of April 1904, between Magdalena Kaiser, widow of William