

appeared Edward B. Fenner, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as Attorney and guardian ad litem.

J. M. Skinner

Of true copy of the Original Recd. }  
 Oct. 16. 1891. at 9<sup>o</sup> of A. M. and Exd. }  
 Wm. Oliver

Clerk

The City of Rochester

To

Rochester and Monroe Valley R.R. Co.,

Warranty Deed.

This Indenture made the 20<sup>th</sup> day of October in the year eighteen hundred and ninety-one. Between The City of Rochester a Municipal corporation located within the County of Chautauq N. Y. of the first part and Rochester and Monroe Valley Railroad Company a Railroad corporation having its Office at the City of Rochester N. Y. of the second part, Witnesseth, that the said part of the first part for and in consideration of the sum of six thousand Dollars lawful money of the United States paid by the said party of the second part do hereby grant and release unto the said party of the second part its executors and assigns forever.

All that Tract or Parcel of Land situated in the City of Rochester County of Chautauq and State of New York bounded and described as follows: Beginning at a point where the center line of the highway or street known as and called Wolcott Street, intersect the East right of way or boundary line of Lands owned and occupied by the New York, Lake Erie and Western Railroad Company; running thence along the center of said Wolcott Street North 87 degrees East, 30 feet to a point, thence still along the center of said Wolcott Street North 82 degrees and 9 minutes East, 423 feet to a point; thence still along the center of said Wolcott Street, and on a line curved to the left and with a radius of 1910 feet, 303 feet to a point 50 feet Easterly at right angles from the center line of the Rochester and Monroe Valley Railroad as the same is surveyed, located and staked out on the ground; thence South 33 degrees and 35 minutes West, and along a line parallel with and 50 feet Easterly at right angles from said railroad center line 1249 feet to a point; thence Easterly at right angles to said last mentioned line 30 feet to a point; thence Southerly along a line curved to the left and having a radius of 1830 feet, and parallel with and 80 feet Easterly from said railroad center line 282.5 feet to a point; thence South 35 degrees and 37 minutes West, and along a line still parallel with and 80 feet Easterly from

said railroad center line 381 feet to a point in the division line between Mt. Hope Cemetery and Lands of Julia Frances Cochrane; thence North 85 degrees West, and along said last mentioned division line, 35.3 to a point where said last mentioned division line intersect the East right of way or boundary line of lands owned and occupied by the New York Lake Erie and Western Railroad Company; thence North 35 degrees and 37 minutes East; and along said East right of way or boundary line of the lands of the New York, Lake Erie and Western Railroad Company (the same being the West boundary line of Mt. Hope Cemetery), 914 feet to a point; thence North 32 degrees and 47 minutes East, and still along said East right of way or boundary line of the lands of the New York Lake Erie and Western Railroad Company 843 feet to the place of beginning containing six acres of Land be the same more or less.

Together with the appurtenances and all the estate and rights of the said part of the first part in and to said premises. To have and to hold the above granted premises unto the said party of the second part its successors and assigns forever.

And the said City of Rochester does covenant with the said party of the second part as follows:-

First:- That said City of Rochester party of the first part is seized of said premises in fee simple and has good right to convey the same.

Second:- That the party of the second part shall quietly enjoy the said premises.

Third:- That the said premises are free from encumbrances.

Fourth:- That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth:- That the said City of Rochester will forever warrant the title to said premises.

In Witness Whereof, the said party of the first part has hereunto affixed its corporate seal the day and year first above written and caused the same to be signed by its Mayor.

(Seal)

Wm Carroll

Mayor.

County of Monroe } s.s.  
City of Rochester }

On this 20<sup>th</sup> day of October 1891, before me appeared William Carroll, to me personally

known who being by duly sworn, did depose and say; that he is the mayor of the City of Rochester; that the seal affixed to the foregoing instrument is the common and corporate seal of said City of Rochester and that said instrument was signed and sealed in behalf of said City of Rochester by authority and order of the common

council of said city, and that said William Carroll acknowledged said instrument to be the free act and deed of said city of Rochester.

J. W. Taylor  
Notary Public

A true copy of the Original Recd.  
Oct. 20. 1891. at 12<sup>30</sup> P. M. and Exd.

William Oliver  
Clerk

Rudolph Kreis  
to  
Rochester & Monroe Valley  
Rail Road Company

Release

To all to whom these presents shall come or may concern and greeting. Know ye, that I, Rudolph Kreis, of the City of Rochester New York, for and in consideration of the sum of One Thousand and Five Hundred and Seventy-five Dollars (\$1,575.<sup>00</sup>) lawful money of the United States, to me in hand paid by the Rochester & Monroe Valley Railroad Company, the receipt whereof is hereby confessed and acknowledged, have remised, released and forever discharged, and by these presents do for myself, my heirs, executors and administrators, release and forever discharge the said Rochester & Monroe Valley Railroad Company, its successors and assigns, of and from all claims and demands of every nature whatsoever, and particularly of and from all damages and claims for damages done, caused, or to be done or caused by the said Railroad Company to any and all real estate owned by me situated in the City of Rochester, N.Y., lying north of Clarissa Street and between Mt. Hope Avenue, on the east and the Genesee River on the west, in the construction by said Railroad Company of its railroad upon and along the strip of land lying between the Genesee River and Erie Canal Tiedel, and by raising Clarissa Street Bridge and raising and changing the grade of Clarissa Street from the east end of said bridge easterly towards Mt. Hope Avenue in order to allow the construction of said railroad under said Clarissa Street, permission to elevate which bridge and to change the grade of which street was granted to said Railroad Company by the Common Council of the City of Rochester, by resolution passed at a meeting thereof, held on the 14th day of July, 1891, a copy of which resolution is hereto annexed marked "A"; and I do hereby grant to the said Railroad Company the right and privilege to raise said Clarissa Street Bridge and to raise and change the grade of said Clarissa Street, in conformity with the terms and conditions provisions of said resolution, together with the terms and provisions of said resolution together with the right to enter thereupon for the purpose of doing and making all work necessary to be done in and about the same.