

is exercised, if at all.

In Witness Whereof, the party of the first part has hereunto set his hand and seal, and the party of the second part has set its corporate seal and caused these presents to be attested by its President and Secretary duly authorized thereto.

(Seal) James E. Wolcott.
Oak Hill Country Club.
By Rolla G. Grant, President.
Edmund R. Knuddeston, Secretary.

State of New York }
County of Monroe } ss. On this 9th day of October, 1901,
City of Rochester } before me, the subscriber, personally
appeared James E. Wolcott, to me personally known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Hiram R. Wood.
Notary Public.

State of New York }
County of Monroe } ss. On the 12th day of October, 1901,
City of Rochester } before me personally came Rolla G. Grant, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, aforesaid: that he is the President of the Oak Hill Country Club, the corporation described in and which executed the above instrument; and he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal: that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Hiram R. Wood.
Notary Public.

A true copy of the original recorded
Oct 14th 1901 at 11:20 A.M. and. Exp. (Chas Hunt clerk)

Joseph F. Adlington. }
with } Lease.
Oak Hill Country Club. } A Lease,
Made and executed between Joseph F. Adlington of the City of Rochester, County of Monroe, and State of New York, of the first part, and Oak Hill Country Club,

a domestic corporation of the same place, by Rolla C. Grant, President, and Edmund R. Widdleston, Secretary, of the second part, this 9th day of October, 1901.

In consideration of the rents and covenants hereinafter expressed, the party of the first part has demised and leased, and does hereby demise and lease to the said party of the second part, the following premises, namely: All that Tract or Parcel of Land, situated in the City of Rochester, aforesaid, consisting of about fifty-five (55) acres of land more or less, bounded as follows: On the West by Wolcott Street; on the south by Park lands and by Elmwood Avenue; on the East by lands leased to Mr. Hope commissioners by the party of the first part and wife; on the North by the lands of Mr. Hope Cemetery and of James E. Wolcott, with the privileges and appurtenances for and during the term of five years from the first day of April, 1902, which term will end March 31st, 1907, to be used for the purposes of a Country Club.

The party of the second part covenants that it will pay to the party of the first part for the use of said premises the yearly rent of six hundred (\$600.00) dollars, to be paid in installments of fifty (\$50.00) dollars each on the first day of each and every month during the term of said lease beginning April 1st, 1902.

The party of the second part by giving written notice of its election so to do at least three months before April 1st, 1907, shall have the privilege of renewing this lease for an additional term of five years at the same rent and the payment in addition thereto, and as a part of the rent of said property of five per cent., per annum of the total amount of any assessment levied on said property for any street improvement which shall be made ^{upon} either of the streets adjoining said property; which payment of such percentage shall be made each year on or before the date thereof upon which the annual payments on such assessment shall become due.

And provided said party of the second part shall fail to pay said rent or percentage of assessment, or any part of either, when it becomes due, it is agreed that said party of the first part, his heirs, executors or assigns, may sue for the same or re-enter said premises, or resort to any legal remedy.

The party of the second part covenants to use said premises for the purposes of a Country Club only and not to sub-let or re-let said premises, or any part

thereof, without the written consent of the party of the first part, except that it may sub-let that part of the premises east of the Rail-road tracks, or any part thereof, leases to sub-tenants however to be for farming purposes only and to be first approved by the party of the first part in respect to the quantity and quality of the fertilization of the land, and in case the party of the second part violates this covenant it is hereby expressly agreed that the party of the second part shall at the option of the party of the first part thereupon become a tenant of said premises holding over after the expiration of its said term without permission of its land-lord, subject to removal under the statute. It is further expressly covenanted and agreed that a bona fide sale of said property, or of the portion thereof lying west of the rail-road tracks by the party of the first part, his executors, heirs or assigns, prior to April 1st, 1907, shall terminate the right of the party of the second part to renew this lease for said additional term of five years, and it is further covenanted and agreed that in case this lease shall be renewed as heretofore provided a like sale after said April 1st, 1907, shall terminate this lease and any renewal thereof at once, and that said party of the second part in that event will vacate said premises and surrender possession thereof within sixty days after receiving written notice of such sale. And it is further covenanted and agreed that a sale at any time of that part of said premises lying east of said Rail-road tracks shall terminate this lease and the right of renewal as to said east part of said property on the 31st of December next following such sale, provided said party of the second part shall have received thirty days notice in writing thereof. Such sale shall effect a reduction in the annual rent reserved by this lease to the amount of One hundred (\$100.00) dollars, viz: from \$600.00 to \$500.00, and also the proportionate percentage of any street improvement assessed upon the portion so sold therein before mentioned.

The party of the first part agrees to pay all taxes to be assessed on said premises during said term except the assessments heretofore mentioned for street improvements, of which the party of the second part shall pay five per cent, per annum during its occupancy of the premises as heretofore stipulated, and excepting also the water rates in case the City water shall be brought upon said premises, in which case the said party of the second part shall pay for all water used by it when the

some shall become due.

The party of the second part covenants that at the expiration of said term it will surrender up said premises to the party of the first part, his executors, heirs or assigns, in as good condition as now, necessary wear and damage by the elements excepted, and that in case it shall erect any bunkers or other mounds on said premises, or make any excavations thereon to smooth down or fill up the same as the case may be at the end of its term, it is understood and agreed however that any additions or improvements to the buildings now upon the premises, made by the party of the second part in adapting the premises to its purposes, shall remain at the expiration of this lease and be the property of the party of the first part, his executors, heirs or assigns, but that if any new buildings or structures are erected, detached from the present buildings, they shall be the property of the party of the second part and may be removed at the expiration of this lease.

The party of the first part agrees to keep the fences and the outside of the buildings on said premises in repair during the term of this lease, unless the same shall be damaged through the gross carelessness or by the willful act of the party of the second part, its members or guests, in which case the party of the second part shall make such repairs at its own cost and expense.

In Witness Whereof, the party of the first part has hereunto set his hand and seal, and the party of the second part has set its corporate seal and caused these presents to be attested by its President and Secretary duly authorized thereto.

(Seal)

J. A. Hollington
Oak Hill Country Club.
By Rolla C. Grant, President.
Edmund C. Buddleton, Secretary.

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

On this 11th day of October, 1901,
before me, the subscriber, personally
appeared J. A. Hollington, to me personally known to be
the same person described in and who executed the fore-
going instrument, and he duly acknowledged to me
that he executed the same.

Virany R. Wood.
Notary Public.

State of New York
County of Monroe
City of Rochester

vs. On the 12th day of October, 1901,
before me personally Conrad Polla Esq.

Grant, to me known, who, being by me
duly sworn, did depose and say, that he resides in Rochester,
aforesaid; that he is the President of the Oak Hill Country
Club, the corporation described in and which executed
the above instrument; that he knew the seal of said
corporation; that the seal affixed to said instrument
was such corporate seal; that it was so affixed by
order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

Wiram R. Wood.
Notary Public.

A true copy of the original recorded
Oct. 14th 1901, at 11:20 A.M. and exp'd Chas Hunt clerk

William James Hicks (Assignment ^{and}
to
Herbert J. Hicks (conveyance

Know all men by these Presents:

That I, William James Hicks, a citizen of the United
States, temporarily absent therefrom, ^{and} residing at
Opier, Devonshire, England and also a devisee and
legatee under the will of Philip Hicks, sometimes
called Philip S. Hicks, deceased, late of Rochester,
Monroe County, New York, in consideration of the
sum of One dollar and upwards, good and lawful
money of the United States, to me in hand duly
paid, the receipt whereof is hereby acknowledged,
have sold, assigned, transferred, conveyed and set
over unto Herbert J. Hicks of Rochester, N. Y. ^{and} do
hereby sell, assign, transfer, set over, convey and
devise unto the said Herbert J. Hicks, of Roches-
ter, New York, all of my right, title and interest
as an heir-at-law of the said Philip Hicks, and
as a devisee and legatee under the will of the said
Philip Hicks, and all rights, claims ^{and} demands
which I may have in and to his said estate, or
any part or portion thereof.

And I do further hereby constitute and appoint
the said Herbert J. Hicks my true and lawful
attorney in my name or otherwise, to receive,
collect and receipt for my interest in said estate