

WARRANTY DEED—FROM A CORPORATION

THE FRANKLIN PRESS, 618 WETTING BLOCK, SYRACUSE, N. Y.

# This Indenture,

Made the ninth day of March in the year One Thousand Nine Hundred and thirty one

**Between** East Genesee Extension Corporation, a domestic corporation, having its principal office and place of business in the City of Syracuse, N. Y., party of the first part, and Stewart E. Chappell and Lyla M. His wife

parties of the second part,

**Witnesseth,** That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), lawful money of the United States, paid by the said parties of the second part, does hereby grant and release unto the said parties of the second part, their heirs and assigns forever,

**All that Tract or Parcel of Land,** situate in the City of Syracuse, County of Onondaga, and State of New York, known and described as lot number TWENTY ONE----- ( ----21-----) in block number TWENTY FOUR--- ( ---24----- ) of Scottholm (so-called) according to a map thereof made by Frank J. Schnauber, C. E., and filed in Onondaga County Clerk's Office on April 23, 1926.

This conveyance is made subject to all assessments for sewers and for grading of street, which may now be a lien or liens on said lot. All of which the parties of the second hereby assume and agree to pay

The foregoing deed is hereby given by first party and accepted by second party subject to the following restrictions and provisions which shall be deemed covenants running with the land and which shall be binding upon the second party and the heirs and assigns of said second party.

Said parcel of land shall not be improved, used or occupied at any time during the period of 25 years, beginning with the year 1915, for any purpose other than that of residence and no flats, apartments or other residence buildings intended for the occupancy of more than one family shall be constructed or erected thereon, and only one dwelling may be erected upon said lot. Designs for residences shall be submitted for approval to the General Manager of the Company.

Said lot shall not during the aforesaid period be occupied by or conveyed to negroes as owners or tenants.

Vinous, spirituous or malt liquors shall at no time during the aforesaid period be manufactured, sold or offered for sale thereon.

No residence erected thereon shall cost less than \$7.500.00 Dollars.

The front building line of any residence erected upon the same during said period shall be not less than twenty five feet from and parallel with the front line of said premises, and no porch or piazza shall extend more than ten (10) feet over said building line.

All other buildings erected on said lot shall present an attractive appearance, be of good style and conform to the general architectural design of the residence to which they are appurtenant. If a corner lot the buiding line of any building other than the dwelling shall be not less than 25 feet from the side street.

A perpetual easement or right of way shall exist over a strip of land off the rear of said lot and three (3) feet in width for the placing of poles, wires, conduits, sewers, gas and water mains or for the purpose of installing other public utilities of the same or similar nature, the said strip to be perpetually reserved for the use and benefit of other property owners, for this purpose only, in the block or in the said tract known as "Scottholm", together with the right to set a pole on any side lot line where necessary to provide access to or exit from any block or furnish connection to any street light, upon the condition, however, that after the placing of any such utilities or improvements across said strip of land the person, firm, association or corporation so placing the same shall replace the said lot in substantially the same condition as it was prior to the undertaking of such improvement. And it is further understood and agreed that no permanent building or other structure which might interfere with such use of this strip of land shall be placed thereon. A division fence shall not be considered as an interference.

Said period of 25 years during which the aforesaid restrictions shall be enforced may be extended as to any or all of said restrictions for an additional period not exceeding 25 years, provided the owners of a majority of the lots in "Scottholm", so-called, who are actually bona fide residents thereof, shall prior to Jan. 1st, 1940, execute and acknowledge an agreement making the extension of said period of 25 years, and record the same in the Clerk's Office of Onondaga County, New York, or where conveyances of real estate are then required by law to be recorded, and said latter agreement may provide for a time not exceeding 25 years thereafter in and by which an agreement signed by said owners may be recorded extending the same for another period not exceeding 25 years after the recording thereof and so may each agreement recorded thus provide and be binding on the owners of lots in "Scottholm" (so-called) in accordance with the terms thereof.

First party reserves the right, prior to sale of same by said first party, to waive any of the foregoing restrictions, provisions or easements upon any particular lot in "Scottholm" provided the owners of the adjoining lot on either side of the same consent thereto and provided in the judgment of the officers and directors of the first party, it is for the best interest of the owners of lots in "Scottholm".

**Together** with the appurtenances; and all the estate and rights of the said party of the first part in and to said premises.

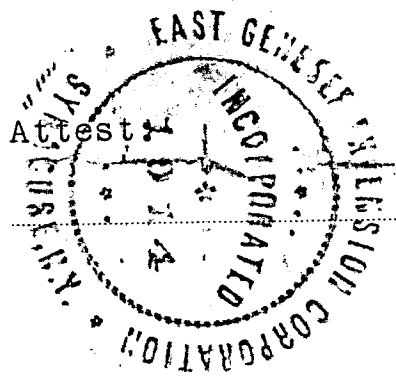
**To Have and to Hold** the above granted premises unto the said parties of the second part, their heirs and assigns forever.

**And** the said East Genesee Extension Corporation does covenant with the said parties of the second part as follows:

**That** the parties of the second part shall quietly enjoy the said premises.

That the said East Genesee Extension Corporation will forever warrant the title to said premises.

**In Witness Whereof,** The said party of the first part has caused this instrument to be executed and its corporate seal to be affixed hereto by Amon F. Sanderson, its President, on the day and year first above written.



EAST GENESEE EXTENSION CORPORATION

By

*Amon F. Sanderson*  
Its President

Secretary

State of New York, }  
County of Onondaga, } ss:  
City of Syracuse. }

On this ninth day of March in the year One Thousand Nine Hundred and thirty one before me personally came Amon F. Sanderson, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Syracuse, New York; that he is the President of the East Genesee Extension Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is 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.

*Edna M. Halmaley*

*Com. of Deeds*

Recorded this 3rd day of

*April* 1933 at 11:41 A.M. *Grant H. Goodella* Clerk