

acknowledged to me that she executed the same.

STEPHEN F. THAYER, Notary Public,
Westchester County, N. Y., Certificate filed in Bronx County Clerk's Office,
N. Y., No. 16, Bronx County Clerk's office No. 2734, Bronx County Register's Office
Commission expires March 30, 1927.

The foregoing instrument was endorsed for record as follows: The property
affected by the within instrument is situated in CITY OF YONKERS, Westchester County
N. Y.

A true copy of the original Deed and acknowledgment thereof recorded October 28,
1925, at 10:53 A. M. At request of WALSH,
BAIRD & SMITH.

James M. Mottis

Register

GEDNEY FARM COMPANY, INC.

TO

GEDNEY FARM GOLF CLUB, INC.

THIS INDENTURE

made this 20th day of October, 1925, BETWEEN GEDNEY FARM COMPANY, INC., a
corporation organized and existing under the laws of the State of New York, and having

its principal office and place of business at No. 30 Broad Street in the Borough of
Manhattan, City and State of New York, hereinafter called the grantor, and GEDNEY
FARM GOLF CLUB, INC., a like corporation having its principal office and place of busi-
ness at Gedney Farm in the City of White Plains County of Westchester and State of New
York, hereinafter ~~WHEREAS~~ ^{WHEREAS} the grantor by deed bearing date the 12th day of May
called the grantee, ~~WITNESSETH,~~ ^{WITNESSETH,}

1924, and recorded in the office of the Register of Westchester County, on the 31st
day of May, 1924, in Liber 2496 of Conveyances, page 443 (hereinafter sometimes

called the Crandall deed) did convey to the Edward H. Crandall Company, Inc., cer-
tain parcels of land situated at Gedney Farm in the City of White Plains, County

of Westchester and State of New York, which said deed was made with reference to a
certain map entitled, "Map No. 3, showing a portion of Gedney Farm City of White

Plains, Westchester County, N. Y.," made by J. George Hollerith, Surveyor, dated
December 6, 1921, and filed in the office of the said Register on the 20th day of
May, 1922, as Map No. 2404, and

WHEREAS, the said Gedney Farm

Company, Inc., has since purchased the property so conveyed by it to the said Edward
H. Crandall Company, Inc.,

NOW THEREFORE, in consideration of the
sum of ONE HUNDRED DOLLARS (\$100.00) to it duly paid by the grantee, the grantor
does hereby grant and release unto the grantee, its successors and assigns forever

ALL those certain lots, pieces or parcels of land situated at Gedney Farm, in the
CITY OF WHITE PLAINS, County of Westchester and State of New York, bounded and

described as follows: PARCEL NUMBER ONE (1). BEGINNING at a

point on the northerly side of Ridgeway Avenue, also known as Ridgeway Road, where
the same is intersected by the dividing line between the premises hereby described

and Lot No. 255, as shown on a certain map entitled, "Map No. 7, showing a portion of Gedney Farm - - being a consolidation of Maps Nos. 3, 4, 5, 5(a), and certain amendments thereto, situate in the City of White Plains, Westchester County, N. Y." made by Ward Carpenter & Company, Inc., dated September 1, 1925, and filed in the office of the Register of Westchester County on October 9, 1925, as Map No. 2900, and running from said beginning point along the said side of Ridgeway Avenue, the following courses and distances: North 66° 12' 0" east, 614.98 feet, north 46° 44' 0" east, 243.91 feet, north 51° 0' 0" east, 90.05 feet to the easterly side of Lot No. 372, as the said lot is shown on a certain map entitled, "Map No. 2 of Gedney Farm", thence along the easterly line of said Lot No. 372, as shown on said map of Gedney Farm No. 2 above mentioned, north 39° 0' 0" west, a distance of 175.67 feet to the southerly line of Lots Nos. 367, 368 and 374, as shown on said Map No. 2 of Gedney Farm above mentioned, thence along the southerly line of said Lots Nos. 367, 368 and 374, the following courses and distances: North 16° 48' 35" east, 112.28 feet, north 58° 8' 50" east, 70.97 feet, north 74° 20' 10" east, 250.54 feet to the westerly side of Hathaway Lane, as shown on said map No. 7 thence along the said westerly side of Hathaway Lane, as shown on said map No. 7, north 35° 1' 40" west, a distance of 2.65 feet to a point of curve; thence continuing along said side of Hathaway Lane on a curve to the right, having a radius of 166.58 feet a distance of 80.74 feet, to a point of tangent, thence north 7° 15' 20" west, 505.87 feet to Well Parcel No. 1, as shown on said map, No. 7; thence along the said Well Parcel No. 1 as shown upon said Map No. 7, the following courses and distances: South 72° 13' 30" west, 107.07 feet to a corner; north 17° 46' 30" west, to the southerly side of Wellington Road on said map No. 7, 100 feet; thence along the said side of Wellington Road, on a curve to the right having a radius of 1771.10 feet a distance of 442.91 feet to a point of reverse curve; thence on a curve to the left having a radius of 3722.91 feet a distance of 147.06 feet to a point of tangent, thence south 84° 17' 30" west, a distance of 144.09 feet to the easterly line of Lot No. 426, as shown on said map No. 7; thence along the dividing line between the premises hereby described, and lots Nos. 426, 241 to 245 inclusive, and 247 to 253, inclusive, and 255 the following courses and distances: South 10° 58' 0" west, 193.69 - - - south 11° 40' 0" west, 255. feet, south 30° 37' 30" west, 379.13 feet, south 11° 41' 30" east, 320. feet, south 19° 44' 10" east, 169.76 feet, and south 24° 1' 0" east, 175 feet to the point or place of beginning.

BEING the same premises described in the said Grandall deed as Golf Course Parcel No. 1, excepting only: (a) Said well Parcel No. 1, and (b) That portion of said Golf Course Parcel No. 1, lying to the east of the westerly side of Hathaway Lane, as shown on said Map No. 7. PARCEL NUMBER TWO (2).
The premises described in the said Grandall deed as Parcel Number two (2).

PARCEL NUMBER TWO (2) A. ALL that certain lot, piece or parcel of land adjoining on the east the said Parcel No. 2, bounded and described as follows:

BEGINNING at the southwest corner of Lot No. 425, as shown on a map entitled, "Map No. 3, showing a portion of Gedney Farm, City of White Plains, Westchester County N. Y.", made by J. George Hollerith, Surveyor, dated December 6, 1921, and filed in the office of the Register of the said County of Westchester, on the 20th day of May, 1922, as Map No. 2404, which said beginning point is also in the northerly side of Wellington Road, as shown on said Map No. 3, and running from said beginning point, north $1^{\circ} 11' 50''$ east, and along the easterly side of the said Parcel No. 2, 471.28 feet; thence south $7^{\circ} 57' 30''$ east, 465.59 feet to the northerly side of Wellington Road, as shown on said map No. 3, thence westerly along the northerly side of said Wellington Road, 75 feet to the point or place of beginning. PARCEL

NUMBER THREE (3). The premises described in the said Crandall deed as Parcel Number three (3). PARCEL NUMBER FOUR (4). The premises described in the said Crandall deed as Parcel Number Four (4). PARCEL NUMBER FOUR (4) A. ALL that part of parcel No. 1 described in said Crandall deed

lying to the east of the easterly line of Hathaway Lane, as shown on said map No. 7. PARCEL NUMBER FOUR (4) B. ALL that portion of Hathaway Lane, as shown on

said Map No. 3, which lies to the east of the easterly side of Hathaway Lane, as shown on said map No. 7. SUBJECT however, to a right of way for all purposes so long as any one or more of the mortgages below described remains a lien upon any portion of the said Hathaway Lane, as shown on said Map No. 7.

PARCEL NUMBER FIVE (5). The premises described in said Crandall deed as parcel Number Five (5). PARCEL NUMBER SIX (6). The premises described in said Crandall Deed as Parcel Number seven (7). EXCEPTING AND RESERVING from the premises hereby conveyed:

1. An easement of access for all purposes twenty (20) feet wide along the 5th, 6th, and 7th courses of said Parcel No. 4, as described in said Crandall Deed, from the westerly end of the right of way described as an appurtenance to Parcel Number Six (6) in said Crandall Deed, and running from said beginning point to the northerly side of Lot No. 478, as shown on said map No. 7.
2. The right to lay and maintain across and under the premises hereby conveyed, sewers and water mains in the places shown on said Map No. 7, and on a certain map entitled "Map showing sanitary sewer and water supply extensions at Gedney Farm in the City of White Plains, Westchester County, N. Y., October 21, 1924", and filed in the office of the said Register on the 18th day of March, 1925, as Map No. 2619.
3. The right to construct, maintain and operate all present and future sewers, water mains, gas, electric light and telephone conduits under so much of Robin Hood Road, as is included in the said premises, and also the right to maintain and operate all existing sewers, mains

and cesspools on said premises: ALL main lines of pipe running from either or both of said Well Parcels Nos. 1 and 2, and as may hereafter be laid therefrom, and ALSO the right to lay and maintain from each of the said Well Parcels such lines of pipes as may now be laid therefrom, or as may hereafter be necessary for supplying water from the wells on said Well Parcels, or either of them, to the present or prospective purchasers of such water. Such additional line, however, so far as the same shall cross the premises hereby conveyed shall be laid along the rear lines of the so called school lot and lots Nos. 469 to 478, both inclusive, as shown on said Map No. 7.

SUBJECT to the following to the extent that the same may affect the several parcels hereby conveyed, or any of them, or any part thereof:

1. To the following mortgages, each of which as well as the bond or bonds secured thereby, the grantee assumes and agrees to pay.

(a) A mortgage made by the said Edward H. Crandall Company, Inc., to the Westchester Title & Trust Company to secure the principal sum of \$125,000.00.

(b) A mortgage made by the said Edward H. Crandall Company, Inc., to the said Gedney Farm Company, Inc., to secure the sum of \$128,000.00 which said mortgage has since been assigned to and is now held by Willets & Company, Inc., a Delaware Corporation, and upon the principal of which said mortgage there remains unpaid, the sum of \$100,000.00.

(c) A mortgage made by the grantor to the said Edward H. Crandall Company, Inc., to secure the principal sum of \$55,000.00.

2. To any and all easements in respect of any existing sewer or drain or cesspool upon any part of said premises.

3. To any and all rights of the said Edward H. Crandall Company, Inc., or its assigns, under a lease made by the grantor, to the grantee, bearing date the 24th day of May, 1922, and under an agreement between the grantor and the grantee dated the 19th day of October, 1922, modifying and supplementing the said lease.

4. To a certain agreement between the grantor, the said Edward H. Crandall Company, Inc., and Florence Ogden Anthony, dated November 13, 1923, and relating to division fences.

5. To any and all building restrictions and zoning regulations adopted by the City of White Plains.

6. To all agreements with public service corporations and to covenants and restrictions of record affecting the said parcels, or any of them.

7. To any easement of access which may exist over said Parcel No. 4 in favor of premises now or formerly owned by William A. Grover.

No title is hereby conveyed to the whole or any part of any street, road or avenue, shown on said map No. 7.

TOGETHER with the appurtenances and all the estate and rights of the grantor, in and to the said premises.

TO HAVE AND TO HOLD the above granted premises unto the grantee, its successors and assigns forever. AND the grantor covenants with the grantee, as follows: FIRST. That the

said grantor is seized of the said premises in fee simple, and has good right to convey the same. SECOND. That the grantee shall quietly enjoy the said

premises. THIRD. That the said premises are free from incumbrances, EXCEPT AS AFORESAID.

FOURTH. That the said grantor will execute or procure any further necessary assurance of the title to said premises.

FIFTH. That the said grantor will forever warrant the title to the said premises.

AND the grantee for itself, its successors and assigns, covenants and agrees with the grantor as follows:

That neither the grantee nor its successors or assigns, shall at any time hereafter erect, make, carry on, suffer or permit any manner upon any portion of the premises hereby conveyed, any brewery, distillery, dram shop, saloon, bar room or other place for the manufacture or sale of intoxicating or spirituous liquors (except to the extent that the sale of liquors may at any time be lawful in connection with the operation of a golf club), or any hospital or sanitarium, or any institution, other than a club, or any asylum, or any charitable or public home or refuge or any noxious, offensive, undesirable or dangerous trade, manufactory or occupation or any nuisance whatsoever.

That until the full payment of any mortgage or mortgages now or hereafter held by the grantor, its successors or assigns, upon said premises, the said premises shall not be subdivided into lots or used for any purpose other than the maintenance thereon of a golf course, and club house, in connection therewith, unless the grantor shall consent to such other use or purpose in writing.

That prior to the first day of January, 1940, without the written consent of the Gedney Farm Company Inc., grantor, no subdivision of said premises into lots shall be made, except in substantial accordance with a certain map entitled, "Map No. 2, showing a portion of Gedney Farm, White Plains, N. Y., May 1913", made by John M. Farley, and filed on the 28th day of June, 1913, in the office of the Register of said County of Westchester, as Map No. 2032, and if any issue should arise as to whether any proposed subdivision is in such substantial accordance with said Map No. 2 of Gedney Farm then such issue shall be settled and determined by arbitration, in the usual or customary manner.

That the grantee, its successors and assigns, shall not at any time prior to the 1st day of January, 1940, use or suffer or permit to be used, any portion of the said premises, for any business purpose whatsoever, whether or not the same be noxious, offensive, undesirable or dangerous, and further, shall not prior to said date, erect or maintain or suffer or permit to be erected or maintained, upon any portion of said premises, any building whatsoever, except a golf club house, or caddy house, or other building needed in connection with the operation and maintenance of a golf course, and except also (in case of such subdivision), dwelling houses, each of which shall cost not less than \$12,000. and a garage in connection with each of said dwelling houses, such garage to cost not less than

\$500 nor more than one such dwelling house and garage to be erected on any one plot as shown on such subdivision and further, shall not at any time prior to said date erect, maintain or suffer or permit to be erected or maintained upon any portion of said premises, any building of the type or character commonly designated as apartment or a two or more family house, or a tenement house. That no such dwelling house or garage shall be erected or the construction thereof begun prior to January 1, 1930, unless the plans and specifications therefor, together with the exterior color scheme thereof, shall have been first submitted to, filed with and approved in writing, by the Gedney Farm Company, Inc., grantor, but such consent shall not unreasonably be refused. These restricting covenants and each of them is hereby declared and agreed to be and shall be taken and construed

to be a covenant attached to and running with the land. The foregoing covenants and restrictions and each thereof, may at any time be modified, amended or changed, if the Gedney Farm Company, Inc., shall consent in writing thereto, and the Gedney Farm Company, Inc., reserves to itself, as against all its grantees, the right and privilege to consent to such modifications, amendments or changes.

The grantor further covenants that should it make any excavations upon the premises hereby conveyed, in order to lay or maintain any of the pipes, mains or conduits above referred to, it will forthwith back fill the same and leave the surface of the ground in substantially the same condition as it was before such excavation. IN WITNESS WHEREOF, the grantor has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed the day and year first above written.

GEDNEY FARM COMPANY, INC.,

BY HOWARD WILLETS

PRES.

ATTEST (L.S.)

ERNEST P. HOES

TWO U. S. I. R. STAMPS for \$30. each attached and canceled.

SECRETARY.

STATE OF NEW YORK, COUNTY OF NEW YORK,

SS.:

On this 20th day

of October, 1925 before me came HOWARD WILLETS, to me known, who being by me duly sworn, did depose and say that he resides in the City of White Plains and State of New York, that he is the President of the GEDNEY FARM COMPANY, INC., the corporation described in and which executed the foregoing 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.

MARY F. CAULEY, Notary Public, Westchester Co., New York Co. Clerk No. 335, New York Reg. No. 7304.