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Release of  
Forfeiture rights  
Sub B 705  
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THIS INDENTURE, made the seventh day of June in the year one thousand nine hundred twelve.  
BETWEEN William H. Witbeck and Selenia A. Witbeck his wife both residing at McKownville,  
Town of Guilderland, Albany County, N. Y. parties of the first part and Arthur F. Pitkin  
residing at Schenectady, N. Y. and Benjamin F. Witbeck residing at McKownville, Town of  
Guilderland, Albany County, N. Y. parties of the second part

WITNESSETH as follows: That the said parties of the first part in consideration of the sum  
of one dollar and other good and valuable consideration lawful money of the United States paid  
by the said parties of the second part do hereby grant and release unto the said parties of  
the second part

ALL that certain piece or parcel of land situate lying and being in the Town of Guilderland  
Albany County, N. Y. being the farm known as the McKown hotel farm bounded and described as  
follows, viz: Beginning at a point in the center of the Great Western Turnpike at the south -  
east corner of said farm and runs from thence as the magnetic needle points A. D. 1903 north  
forty eight degrees thirty minutes east six chains ninety eight links to the northwest corner  
of William Knowl's land thence north forty degrees fifty minutes west sixty nine chains twenty  
links to a stone the northwest corner of said farm thence south forty five degrees fifteen  
minutes west twelve chains twenty five links to a stone a corner of Hein's lot thence along  
the same south fifty six degrees fifteen minutes east three chains eighteen links thence  
south forty five degrees fifteen minutes west three chains thence north fifty six degrees  
fifteen minutes west three chains eighteen links to a stone thence south forty five degrees  
fifteen minutes west five chains fifty seven links to a stone a corner of the church lot  
thence along the same and Hein's lot south fifty five degrees east five chains seventy five  
links thence south thirty five degrees fifteen minutes west three chains eighteen links to  
the northerly bounds of the said turnpike thence along the same north fifty five degrees west  
six chains five links to a point in the west line of said farm thence south forty five degrees  
fifteen minutes west fifteen chains eighty four links to a stone in the center of the road  
thence south sixty seven degrees east nine chains eighty eight links to a point in the north -  
easterly bounds of the road thence south fifty six degrees thirty minutes east seven chains  
thirty seven links to a maple tree in the southwesterly bounds of said road thence south  
seventy five degrees thirty minutes east six chains eighty one links to a stone on the east  
bounds of a road thence along the same south fifteen degrees forty five minutes west five  
chains eighty two links thence south eight degrees west two chains ten links to a stone thence  
along the lands of Gus Zeilm south fifty four degrees east twenty chains seventy five links  
to a marked pine tree thence north fifty degrees east twelve chains twenty links thence south  
forty three degrees ten minutes east seven chains four links thence north fifty degrees east  
seven chains ninety one links to a point in the center of the Great Western Turnpike thence  
through the center of the same south fifty five degrees twenty minutes east twelve chains  
seventy nine links to the place of beginning, containing one hundred eighty four and thirty  
five hundredths (184 35/100) acres of land be the same more or less. Excepting and reserving  
out of the said above described premises the following several described lots pieces or plots

of land: FIRST: One acre of land owned by the School District and used for school purposes. SECOND:- The plot of land commencing at an iron monument in the southerly bounds of the Great Western Turnpike at the northeast corner of the school lot thence easterly along the southerly bounds of the said turnpike 210 feet thence southerly at right angles with the southerly line of said turnpike 257 feet and 8 inches thence westerly and in a southerly line with the school lot 160 feet 7 inches thence along the school house lot about 266 feet to the place of beginning as described in a deed from William H. Witbeck to Selenia A. Witbeck dated June 23, 1908 and recorded November 12, 1908 in Book of Deeds No. 567 at page 223. THIRD:- All that certain plot of land adjoining the last above described parcel on the east commencing at a point in the southerly line of the Great Western Turnpike at the northeast corner of the last described parcel thence southerly on a line at right angles to the southerly bounds of the said turnpike 257 feet 8 inches thence easterly on a line parallel with the southerly line of the Great Western Turnpike 50 feet thence northerly on a line at right angles to the southerly bounds of said turnpike 257 feet 8 inches to the southerly line of said turnpike thence westerly along the said south line of said turnpike 50 feet to the place of beginning as is described in a deed from William H. Witbeck and wife to Harmon E. Vedder, Jr. and Emma E. Vedder dated June 23, 1910 and recorded June 25, 1910 in Book of Deeds No. 567 at page 450. FOURTH:- All that certain plot of land situate lying and being in the southerly line of the said Great Western Turnpike commencing at a point in the southerly line of the said Great Western Turnpike at a locust tree which point is distant 435.8 feet from the north - east corner of the premises conveyed to Vedder above named running from said locust tree at a distance from the Vedder line of 435.8 feet on a line at right angles to the southerly line of the said Great Western Turnpike 900 feet thence easterly on a line parallel to the southerly line of the said turnpike 605 feet thence northerly on a line at right angles to the southerly line of the Great Western Turnpike 900 feet thence westerly along the southerly line of the said turnpike 605 feet to the place of beginning, being the plot upon which the hotel is located. FIFTH:- All that plot of land situated on the easterly side of what is known as the School House Road, commencing at a point in the easterly line of said road 127 feet southerly from the southerly line of the school house lot running thence easterly at right angles to said road 200 feet thence southerly on a line parallel to said road 50 feet thence westerly on a line at right angles to said road 200 feet thence northerly along the easterly line of said road 50 feet to the place of beginning. SIXTH:- All that plot of land on the easterly side of the School House Road commencing at a point in the easterly line of said road 247 feet southerly from the southerly line of the school house lot running thence at right angles to said road 200 feet thence southerly on a line parallel to said road 75 feet thence westerly on a line at right angles to said 200 feet to the easterly line thereof thence northerly along the easterly line of

said road 75 feet to the place of beginning. SEVENTH:- All that plot of land situate on the easterly side of said School House Road commencing at a point in said easterly line about 443 feet southerly from the southerly line of the school house lot then describing one square acre of land and fronting on the easterly side of the said road as the same is described in a deed from William H. Witbeck and wife to James E. Allanson, Sr. dated the 28th day of February, 1910 recorded March 1, 1910 in Book of Deeds No. 567 at page 406. EIGHTH:- All that plot of land situate in the northerly side of the Great Western Turnpike and commencing at a point in the easterly line of the description of the whole farm hereinbefore set forth which point is also the southwest corner of the premises of one Knowles and running from said point of intersection westerly along the north line of the said Great Western Turnpike 100.3 feet thence northerly on a line at right angles to the north line of the said turnpike to premises now or formerly owned by one LaGrange and also known as the corporation line thence easterly to the premises of said Knowles thence southerly along the premises of said Knowles on a diagonal line to the north line of the Great Western Turnpike the place of beginning. NINTH:- Also that plot of land situate in the north line of the Great Western Turnpike and commencing in the northerly line of said Great Western Turnpike at the point of intersection of the west line of the said premises lastly described running thence along the westerly line of the lastly described premises 200 feet at right angles to the said Great Western Turnpike thence on a line parallel to the Great Western Turnpike westerly 65 feet thence southerly on a line at right angles to the Great Western Turnpike 200 feet thence easterly along the northerly line of Great Western Turnpike 65 feet to the place of beginning. TENTH:- All that plot of land adjoining the last described premises on the west and commencing at a point intersection of the west line of said premises with the northerly line of the Great Western Turnpike and running thence northerly along the said westerly line of said last described premises and at right angles to the Great Western Turnpike 200 feet thence westerly on a line parallel to the northerly line of the said Great Western Turnpike 75 feet thence southerly at right angles to the northerly line of said Great Western Turnpike 200 feet thence easterly along the northerly line of said Great Western Turnpike 75 feet to the place of beginning. Part of the westerly twenty five feet of the said premises is also known as Lot No. 1 on a map hereinafter referred to. ELEVENTH:- All those several lots of land as described and set forth on a map entitled "Map of the Country Club Highlands, Guilderland, N. Y." made by Leslie Allen, Civil Engineer in 1909 and filed in the Albany County Clerk's Office, September 2, 1910 as Lots Nos. 18, 19, 20, 75, 76, 77, 78, 24, 25, 30, 31 and 32.

The several lots and parcels of land designated above by paragraphs first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh are excepted and reserved and not intended to be conveyed.

That part of the premises hereby conveyed which are situated on the north side of the Great Western Turnpike from the Fuller Road to the east bounds of said premises are restricted as follows: No building to be erected thereon other than a dwelling house and appurtenances and on Great Western Turnpike no building to be erected within forty five feet from the north

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line of said turnpike except a porch or stoop to said building and said building to cost at least and not less than three thousand dollars on any other streets included in the above mentioned premises on the north side of Great Western Turnpike no building to be erected at a cost of less than eighteen hundred dollars and to be erected not less than twenty feet from the line of the street on which said lots front except a porch or stoop and no intoxicating liquors to be sold and no business or manufacturing business to be carried on on the said premises north of said Great Western Turnpike and east of the said Fuller Road.

The above covenants as to restrictions are to run with the land and this grant to be forfeited if restrictions are violated.

The parties of the second part further covenant that they will furnish and supply water from the present water system on the said premises to the premises excepted by this deed and described in paragraph eighth herein and also to the premises described in paragraph second herein said water to be furnished by the parties of the second part as long as there is sufficient supply from said water system and as long as the party of the first part and his wife own said several pieces of property herein named and as long as the present water system is available for that purpose.

TOGETHER with the appurtenances and all the estate and rights of the said parties 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 William H. Witbeck 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 William H. Witbeck will forever warrant the title to said premises.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of William Loucks.

William H. Witbeck L.S.  
Selenia A. Witbeck. L.S.

State of New York, Albany City & County. ss:

On this 7th day of June in the year one thousand nine hundred twelve before me the subscriber personally appeared William H. Witbeck and Selenia A. Witbeck 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.

William Loucks, Notary Public, Albany Co., N. Y.

Rec. June 7, 1912., 3.30 P. M.

*Wm. Glattau*  
*Clerk*