

262

185 18

Indenture
Geo. A. Berry et al
Th. M. Howard et al
and Jas. B. Murray

This Indenture, made this the tenth
(10th) day of October, A. D. one thousand
and eight hundred and seventy
(1870) by and between George A. Berry
or and Sarah, his wife, Thomas

Mr. Howard and Mary Ann, his wife, and James B. Murray
all of the City of Pittsburgh, in the County of Alle-
gheny, in the State of Pennsylvania, Witnesses - that
Whereas the said parties are the owners in fee in severalty
of three several adjacent parcels of land situated in, for-
merly Reels Township, but now the twenty-second Ward of
said City, in said County, composed, chiefly, of a tract of
land conveyed to the said George A. Berry by the in-
cutors, &c of Joseph McFarland, by Deed, dated April
1st A. D. 1861, recorded in the Recorder's Office of said County
in Deed Book Vol. 152, page 72; parts of which tract
the said George A. Berry & wife, by Deed, dated April
10th A. D. 1861, recorded in the same Book, at pages 73
and 75, conveyed to the said Thomas M. Howard and
James B. Murray, in severalty; Whereas the said
parties have caused to be laid out and constructed, an
Avenue, fifty feet in width, with a carriage Way, sixteen
feet wide, along the middle of said Avenue, through and
over the lands of the said George and Thomas, from
the Southern line of Fifth Avenue of said City (form-
erly the Farmers & Mechanics' Turnpike, or Fifth Street,
Road) Southwardly to the land of the said James;
which Avenue so by them laid out and constructed, is
generally curvilinear in its course, and does not conform
to the line of division between the lands of the said
George and Thomas, as in the Deed from said George
to said Thomas heretofore recited, but sets off parts of
what was the land of said George to the Eastward of the
central line of said Avenue, adjoining the parcel afore-
said of the said Thomas; and parts of what was the
land of said Thomas are set off to the Westward of the
central line of said Avenue, adjoining the parcel of said
tract retained by said George. - Whereas it is the purpose
of said parties, George and Thomas, that the central line
of said Avenue, and Carriage Way, as laid out for the
parties, September 12th + 13th, A. D. 1867, by J. B. C. H.
Stiles, and as now constructed, shall hereafter be the line
of division between the said lands of the said George
and Thomas, and the parties hereto have agreed that
the said Avenue and Carriage Way, as aforesaid, shall
remain to all of said parties, their heirs and assigns,
and that while they continue to own the said lands, they
convey to them by the Deeds aforesaid, the said Ave-
nue and Carriage Way, and that they shall be kept up and maintained at all
times by the parties, and their heirs and assigns, in and to the

51) 186

262

whenever the same, or any thereof, abutting upon, or bounded by the line of said Avenue and Way, or in connection with which the same shall be used or enjoyed, shall come to owned by their or any of their assigns, or vendee, or the assigns or vendee of theirs or any of their heirs, then the same shall be kept up and maintained by all of the owners of said lands in the proportion of the assessed value of the parcels respectively, made by the proper City authorities, for purposes of taxation: - It being understood and agreed that any other lands than those embraced in the Deed aforesaid owned by said parties, their heirs or assigns, to which said Avenue and Way is appurtenant, or in connection with which the same is or shall come to be used or enjoyed, although derived to them by their title, shall, in such case, bear their just proportion of such keeping up and maintenance, to be determined in the same manner: - Now to the end that the purpose and agreement of the parties, as herein before set forth may have full effect, know all persons by these presents, that the said George, Thomas and Campbell for himself, his heirs, Executors and Administrators, and assigns, doth consent and agree to and with the others jointly and severally, their heirs and assigns, that said Avenue and Carringt Way, laid out and constructed as aforesaid, shall be and remain open and unobstructed for their common use, and for the common use of all persons owning or occupying any of the lands now owned by them to which said Avenue and Way is appurtenant, or in connection with which it is, or may come to be used or enjoyed, forever; and that the cost and expense of keeping up and maintaining the same, shall be borne by the parties, their heirs and assigns, in the manner and proportions herein before set forth: - Provided however, that if at any time or times hereafter a public street or streets shall come to be laid out, opened and constructed by the City, or otherwise, over or through said lands, which shall supersede the necessity of any longer keeping up and maintaining said Avenue and Way, in whole, or in part, then the same or so much thereof as shall be so superseded, shall as such Avenue and Way of the parties cease and be vacated, and the covenants and agreement aforesaid as to the keeping up and maintenance of the same, shall correspondingly cease and determine. - And for the purpose of better designating, as far as practicable, the locality and course of said Avenue and Way, it is hereby designated and agreed, that the following straight line, the first of which begins and the last terminates in the middle of the indicated its general course, from a point of intersection of said Avenue and Way, and extends in a straight line

262

187



either side, so as to give to the whole a curvilinear or serpentine location, as intended to be shown by the Map in the margin herof, and also more fully and precisely shown by a Map Chiefly made by P. B. & C. H. Stiles, who sets this portion on the date hereof, have set their lands, viz: - beginning on the Southern line of Fifth Avenue, at the distance of five hundred feet, seven and three quarter inches (500' 7 3/4") Eastwardly from the intersection with said Fifth Avenue, of the Western line of said George A. Davis's said land, and at the intersection with said Fifth Avenue, of the central line of said Avenue and Washington South, thirty one degrees, fifty eight and a half minutes East (S. 31° 58 1/2' E.) two hundred and forty feet, seven inches (240' 7") - thence South, twenty one degrees, seventeen minutes East (S. 21° 17' E.) three hundred and three feet, (303') - thence South, two degrees, fifty nine minutes East (S. 12° 59' E) three hundred and twelve feet, seven inches, (312' 7") - thence through a bridge or Viaduct across a ravine and brook, South, Sixty seven degrees, fifty two and two thirds minutes East (S. 67° 52 2/3' E) One hundred and twenty two feet, seven and a half inches (122' 7 1/2") - thence South, four degrees, fifty nine and two thirds minutes East (S. 4° 59 2/3' E) two hundred and one feet, one and three quarter inches (201' 1 3/4") - thence South, twenty seven degrees, six and two thirds minutes East (S. 27° 16 2/3' E) two hundred and thirty six feet, three and a half inches, (236' 3 1/2") - thence South, four degrees, forty five and two thirds minutes East (S. 4° 45 2/3' E) two hundred and thirty nine feet, eleven inches, (239' 11") to the line of said land of said James W. Murray, at the intersection therewith of the original line of division between the lands of said George and Thomas, the line of division now hereby intended to be substituted this for being the central, equidistant line of said Avenue and Way from which the outward line of said Avenue shall be twenty five feet (25) on either side: - And the said George A. Davis and Sarah his wife, in consideration of the premises, and of our debt to them, do hereby certify that the same

262

Mr. Howe, do hereby grant bargain and sell, release and confirm unto the said Thomas M. Howe, his heirs and assigns, so much and such parts of the land conveyed to him, the said George as aforesaid, not included in the line of the Deed from said George and wife to said Thomas, herein before recited, as lies Eastward of the central line of said Avenue and Way; To have and to hold the same to him the said Thomas, his heirs and assigns, to the use of him the said Thomas, his heirs and assigns forever; subject however, to the said Avenue and Way, and to its keeping up and maintenance, as herein before set forth.

And the said Thomas M. Howe and Mary Ann his wife, in consideration of the premium and of One Dollar to them now paid by the said George A. Berry do grant, bargain and sell, release and confirm unto the said George A. Berry, his heirs and assigns, so much and such parts of the land conveyed to the said Thomas by the said George & wife, by the Deed herein before recited, as lies Westward of the central line of said Avenue & Way; To have and to hold the same to him the said George, his heirs and assigns to the use of him, the said George, his heirs and assigns forever; subject however, to the said Avenue and Way, and to its keeping up and maintenance as herein before set forth.

In witness whereof the said parties hereunto set their hands and seals the date first herein before written.

in presence of
William F. Robt

608
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Wm. F. Robt
Notary Public

Geo. A. Berry
Sarah Berry
Thos. M. Howe
M. A. Howe
Jas. B. Murray

Pennsylvania
County of Allegheny } ss. Be it remembered that on this tenth
City of Pittsburgh } (10th) day of October A. D. 1870
before the undersigned, William F. Robt, a Notary Public, came, in their proper persons, George A. Berry and Sarah his wife, Thomas M. Howe and Mary Ann his wife and James B. Murray, all of lawful age, and acknowledged the within and foregoing Indenture to be their act and deed; - they the said Sarah and Mary Ann, having each by me been examined separately and apart from her said husband, and the full contents of said Indenture by me made known to her, did each thereof declare that she did voluntarily, and of her own free will and full mind, and as her acknowledged, deliver the same, without any coercion or compulsion of her husband, Certified under my hand and seal at the aforesaid, the date aforesaid.

Recorded Oct 18 1870

William F. Robt
Notary Public