

TRUSTEES OF GRAMERCY PARK

Original Gramercy Park Deed.

THIS INDENTURE, made the seventeenth day of December in the year of our Lord one thousand eight hundred and thirty-one, **Between** SAMUEL B. RUGGLES, of the City and State of New York, Counsellor at Law, and MARY R. RUGGLES, his wife, parties of the first part,—and CHARLES AUGUSTUS DAVIS, of the said City, Merchant, THOMAS L. WELLS, of the said City, Counsellor at Law, ROBERT D. WEEKS, of the said City, Gentleman, THOMAS R. MERCEIN, of the said City, Gentleman, and PHILO T. RUGGLES, of the said City, Counsellor at Law, parties of the second part: **Whereas** the said SAMUEL B. RUGGLES is seized in fee of forty-two certain lots of land lying in the (now) twelfth ward of the said City of New York, in the block between the Third and Fourth Avenues, Twentieth Street and Twenty-first Street, and together forming a parallelogram containing five hundred and twenty feet in length from southeast to northwest, and one hundred and eighty-four feet in breadth from Twentieth Street to Twenty-first Street, and hereinafter more particularly described: **And whereas** the said SAMUEL B. RUGGLES proposes to devote and appropriate the said forty-two lots of land to the formation and establishment of an ornamental private Square or Park, with carriageways and footwalks at the southeastern and northwestern ends thereof, for the use, benefit and enjoyment of the owners and occupants of sixty-six surrounding lots of land belonging to the said Samuel B. Ruggles, and with the view to enhance the value thereof; which proposed Square and surrounding lots are laid down on the Map hereto annexed, made by Edwin Smith, City Surveyor, dated December 1st, 1831, and entitled "*Map of the Park laid out by S. B. Ruggles in the City of New York, with sixty-six surrounding Lots,*" which Map is to be taken as part of these presents:—**And whereas** the said SAMUEL B. RUGGLES being about to sell and convey to various persons the lots so surrounding the said Square, desires to assure to those persons and their respective heirs and assigns owning such lots the use, privilege and enjoyment of the said Square, upon the terms and conditions, and subject to the duties, regulations and restrictions hereinafter referred to and contained: **NOW THEREFORE THIS INDENTURE WITNESSETH**, that the said SAMUEL B. RUGGLES and MARY R. RUGGLES his wife, parties hereto of the first part, to effectuate the objects above mentioned, and in consideration of the sum of Ten Dollars to them paid by the said parties hereto of the second part, the receipt whereof is hereby acknowledged, **Have** granted, bargained, sold and conveyed, and by these presents **DO** grant, bargain, sell and convey unto the said parties of the second part and to their heirs and assigns, in joint tenancy, **All** those certain forty-two lots of land lying and being in the now Twelfth Ward of the City of New York, being part of the Gramercy farm of the Honorable James Duane

deceased; the said lots forming a parallelogram and (taken together) being bounded as follows:—**Beginning** at a point in the north-easterly line of Twentieth street distant two hundred feet south-easterly from the south-easterly line of the Fourth Avenue, thence running north-easterly parallel with the said Fourth Avenue one hundred and eighty-four feet to the south-westerly line of Twenty-first street, thence running along the same south-easterly five hundred and twenty feet to a point thereon distant two hundred feet north-westerly from the north-westerly line of the Third Avenue, thence running south-westerly parallel with the said Third Avenue one hundred and eighty-four feet to the said north-easterly line of Twentieth street, and thence running along the same north-westerly five hundred and twenty feet to the place of beginning: **Together** with all and every the rights, members, hereditaments and appurtenances thereto belonging: *And also* all the estate, right, title, interest, dower, right of dower, possession, property, claim and demand of the parties of the first part, in and to all and singular the above granted and described premises, with the appurtenances. **To have and to hold** the same, and every part thereof unto the said parties of the second part, their heirs, assigns to their proper use and behoof forever as joint-tenants and not as tenants in common. **Upon trust** nevertheless, for the uses, intents and purposes herein after expressed and declared of and concerning the same, that is to say: upon trust and to the end and intent that they the said parties of the second part do and shall by the first day of May in the year one thousand eight hundred and thirty-three, surround and enclose by means of an iron fence with stone coping and ornamental gates a portion of the said parallelogram of land, to be in length from south-east to north-west not less than four hundred nor more than four hundred and twenty feet, as an ornamental Park or Square, and that by the first day of January in the year one thousand eight hundred and thirty-four, they do and shall lay out within such Park or Square ornamental grounds and walks, and plant and place therein, trees, shrubbery and appropriate decorations, the first cost of all which including the said fence shall not exceed twelve thousand dollars,—and that they do and shall preserve, maintain and keep the said Park or Square and the said grounds, plantations and decorations in proper order and preservation, the annual cost of which in any one year after the first day of January, in the year one thousand eight hundred and thirty-four (including any new plantations and decorations), shall not exceed six hundred dollars: **And** upon this further trust that they the said parties of the second part do and shall from time to time pay, satisfy and discharge all such taxes, charges and assessments as may at any time hereafter be lawfully levied or imposed upon the said Park or Square and carriage ways and foot walks, or any part thereof:— and further, that they the said parties of the second part do and shall from time to time and at all times hereafter permit, suffer and allow the owner and owners of any and every of the said sixty-six lots surrounding the said Park (that is to say, the sixty lots of land severally numbered on the said Map progressively from 1 (one) to 60 (sixty) inclusive, and the six lots of land severally designated on the same Map, by the letters A, B, C, D, E and F), and to the families of such owners and also to the respective tenants under such owner or owners, and their families, to have free ingress and egress to and from such Park or Square, to frequent, use and enjoy the same as a place of common resort and recreation under and subject always to such rules and regulations as the owners of two-thirds in number of the said lots numbered from 1 (one) to 60 (sixty) shall from time to time make establish and prescribe,—provided that in making and prescribing such rules and regulations the said owners (whether one or more) shall respectively be entitled to one vote in respect to each lot, owned by them and no more, and provided also that in respect to each of the said lots not more than one family be permitted so to frequent, use and enjoy the said Park;—and upon this further trust that when and as often as three of the parties hereto of the second part shall have died, or removed from the City of New York, or shall have resigned the trusts hereby committed to them, the surviving acting Trustees shall by apt conveyances cause the title and estate of and in the said Park or Square to be vested in themselves and three other Trustees (to be nominated by the owners of the major part in number of the said sixty lots numbered from 1 to 60) to be thereafter had and holden by them and such new Trustees in joint-tenancy upon the like trusts as are herein expressed and contained, and that such new Trustees and their successors in the said trust shall from time to time and at all times forever hereafter whenever the number of acting Trustees living in the City of New York shall be reduced to two, proceed in like manner to vest the said title and estate in five Trustees in the manner above specified,—and in case of any neglect or failure on the part of the major part of the said owners so to nominate new Trustees, that the two surviving acting Trustees do forthwith apply to the Court of Chancery to complete and fill up their number by the appointment of suitable persons for that purpose.

And the said SAMUEL B. RUGGLES for himself and his heirs and assigns doth hereby declare, covenant and grant to and with the parties hereto of the second part, their heirs and assigns, that each of the said surrounding lots numbered progressively from 1. (one) to 60. (sixty) inclusive shall forever hereafter stand and remain bound and chargeable unto the said parties of the second part, and the survivors and survivor of them, and to such new Trustees as shall succeed them in the

execution of the said trusts, for the payment of one full sixtieth part or portion of all such sum and sums of money as the said Trustees shall or may lawfully pay or expend from time to time under and by virtue of the powers and trusts herein and hereby granted, delegated and declared, and that in default of such payment it shall and may be lawful for the said parties hereto of the second part and the survivors and survivor of them and for such new trustees for the time being to institute and prosecute any legal proceedings at law or in equity, against the owner or owners of the lots so making default, to compel such payment with costs of suit, and moreover that each and every of the said lots, in respect to which any such default may be made, shall at all times on occasion of any such default be liable to sale under the order and decree of the Court of Chancery, upon the application of the Trustees for the time being to be made for that purpose, to the end that out of the avails and proceeds thereof, the amount chargeable on such lot may be raised and paid with costs of suit.

And the said SAMUEL B. RUGGLES, for himself his heirs and assigns, doth hereby further declare, covenant, grant and agree to and with the said parties hereto of the second part, and the survivors and survivor of them, and with such new Trustees as may be substituted as aforesaid, that neither he, nor his heirs or assigns, shall or will at any time hereafter, erect within forty feet of the front of any or either of the said lots numbered and designated progressively from 1. (one) to 60. (sixty) and from A. to F. inclusive, any other buildings save brick or stone dwelling houses of at least three stories in height—and further that neither he nor his heirs or assigns shall or will at any time hereafter, erect or permit upon any part of any or either of the said sixty-six lots any livery stable, slaughter house, smith shop, forge furnace, steam engine, brass foundry, nail or other iron factory, or any manufactory of gunpowder, glue, varnish, vitriol, ink or turpentine, or for the tanning, dressing or preparing skins, hides or leather, or any brewery, distillery, public museum, theatre, circus, place for the exhibition of animals, or any other trade or business dangerous or offensive to the neighboring inhabitants:—and this covenant the said SAMUEL B. RUGGLES for himself his heirs and assigns doth hereby impose upon and attach to each and every of the said sixty-six lots of land, as a specific lien and incumbrance thereon, and doth furthermore covenant, grant, and agree that whenever he, his heirs or assigns owning any of said lots shall infringe or attempt to infringe this covenant, it shall and may be lawful not only for any other person or persons who may at that time own any other or others of the said sixty-six lots of land, but also for the parties hereto of the second part, and the survivors and survivor of them and their successors in the trust for the time being, as Trustees in behalf and for the benefit of all the other owners of the said other lots, to institute and prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate this covenant to prevent him or them from so doing, it being understood that the said covenant is to be taken as attached to and running with the said lots of land respectively, and that the same is not to be enforced personally against the said Samuel B. Ruggles or his heirs or assigns, unless he or they being the owner or owners of such lots, shall personally violate such covenant. **And** for the purpose of attaching all the covenants herein contained to the said sixty-six lots of land respectively, it is hereby declared that all conveyances which the said SAMUEL B. RUGGLES or his heirs shall hereafter make of any or either of the said sixty-six lots shall be taken to be expressly subject to all and singular the covenants, charges, duties, regulations and restrictions in respect to the said sixty-six lots respectively which are created, declared, granted or contained in and by these presents.

And in order that the limits of the said sixty-six lots of land may be the more distinctly defined and understood, it is hereby declared that they are bounded and contain as follows, to wit:—The seven lots numbered 1. 2. 3. 4. 5. 6. and 7. are situate on the north-westerly side of the said Square, and taken together contain one hundred and eighty-four feet front thereupon, each of said seven lots having one equal seventh part thereof, and extending back north-westerly one hundred and ten feet to a line parallel with the Fourth Avenue and distant ninety feet southeasterly therefrom:—The fifteen lots numbered and designated 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. D. E. and F. are situated on the south-westerly side of Twentieth street, each containing twenty-six feet and eight inches in breadth front and rear, and extending back south-westerly half the distance from Twentieth to Nineteenth street, the north-westerly line of lot numbered 8. being parallel with the Fourth Avenue, and distant one hundred feet south-easterly from the southeasterly side thereof, and the southeasterly line of lot designated F being distant five hundred feet southeasterly from the said southeasterly side of the Fourth Avenue:—The twelve lots numbered 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, are also situated on the said south-westerly side of Twentieth street; each of said lots 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, containing twenty-seven feet in breadth, front and rear, and said lots 30 and 31, each containing twenty-five feet in breadth in front and rear, and all extending back southwesterly, half the distance from Twentieth to Nineteenth street, the northwesterly line of lot numbered 20, being parallel with the Third Avenue, and distant four hundred and twenty feet, and the southeasterly

line of lot number 31, being distant one hundred feet northwesterly from the northwesterly line of the Third Avenue:—The seven lots numbered 32, 33, 34, 35, 36, 37 and 38, are situated on the southeasterly side of the said Square and taken together contain one hundred and eighty-four feet front thereupon, each of said seven lots have one equal seventh part thereof and extending back southeasterly to a line parallel with the Third Avenue, and distant seventy-five feet northwesterly from the northwesterly line thereof:—The twelve lots numbered 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50, are situated on the northeasterly side of Twenty-first street, the said lots numbered 39 and 40 each containing twenty-five feet in breadth, front and rear, and the said lots numbered 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50, each containing twenty-seven feet in breadth, front and rear, and all extending back northeasterly half the distance from Twenty-first to Twenty-second street, the south-easterly line of lot number 39, being distant one hundred feet, and the northwesterly line of lot number 50 being distant four hundred and twenty feet northwesterly from the northwesterly line of the Third Avenue:—The ten lots numbered 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60, are also situated on the northeasterly side of Twenty-first Street, each containing twenty-seven feet and six inches in breadth, front and rear, and extending back half the distance from Twenty-first to Twenty-second Street; the southeasterly line of lot numbered 51, being distant four hundred and twenty-five feet, and the northwesterly line of lot number 60, one hundred and fifty feet southeasterly from the southeasterly line of the Fourth Avenue:—The three lots designated A, B and C are also situated on the said northeasterly side of Twenty-first Street, each containing twenty-five feet in breadth, front and rear, extending back half the distance from Twenty-first to Twenty-second Street, and lying between the northwesterly line of lot number 50, and the southeasterly line of lot number 51.

And it is hereby understood and agreed that it shall and may be lawful for the said SAMUEL B. RUGGLES, his heirs or assigns, at any time hereafter in their discretion to lay out open streets in, through and over the said lots designated A, B and C, and in, through and over the said lots designated D, E and F, or to cede the same or any part thereof to the Corporation of the City of New York to be used as public streets.

And the said CHARLES AUGUSTUS DAVIS, THOMAS L. WELLS, ROBERT D. WEEKS, THOMAS R. MERCEIN and PHILO T. RUGGLES, do hereby become parties to these presents of the second part and accept the powers and trusts hereby granted and declared—on the condition nevertheless, that it shall and may be lawful for them or any or either of them, at any time hereafter to resign such powers and trust by executing and delivering to their co-trustees for the time being apt and proper conveyances of all their estates, powers and interests in and over the lands and tenements hereby granted and conveyed to them as trustees as aforesaid.

In Witness Whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year herein first above written.

SAM. B. RUGGLES.	[SEAL.]
MARY R. RUGGLES.	[SEAL.]
CH. AUGT. DAVIS.	[SEAL.]
ROB. D. WEEKS.	[SEAL.]
THO. R. MERCEIN.	[SEAL.]
PHILO T. RUGGLES.	[SEAL.]
THOMAS S. WELLS.	[SEAL.]

Sealed and delivered in }
the presence of }

G. G. VAN WAGENEN.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

I certify that on the seventeenth day of December, in the Year of our Lord one thousand eight hundred and thirty-one, before me personally came Samuel B. Ruggles and Mary R. Ruggles, his wife, Charles Augustus Davis, Thomas L. Wells, Robert D. Weeks, Thomas R. Mercein and Philo T. Ruggles, all of whom were to me severally known to be the same individuals described in and who executed the foregoing conveyance, and they each severally duly acknowledged that they had executed the same. And the said Mary R. Ruggles, on a private examination, by me, separate and apart from her said husband, the said Samuel B. Ruggles, acknowledged that she had executed the same freely, without any fear or compulsion of or from her said husband. I allow the said conveyance to be recorded.

G. G. VAN WAGENEN,
Commissioner of Deeds.