

This Indenture made the thirteenth day of March in the year of our Lord One thousand seven Hundred & Eighty four, between Pierre Van Cortlandt of the Manor of Cortlandt in the County of West Chester Esquire & Samuel Verplanck of Fish Mills in the County of Dutchess Gentlemen, Executors of the last will & testament of Philip Verplanck late of Fish Mills in the County of Dutchess Esquire deceased by virtue of power to them for that purpose, in the said last will & testament contained of the one part & Sampson Dyckman of the same manor of Cortlandt in the said County of West Chester, Yeoman, of the other part. Witnesseth. That The said Pierre Van Cortlandt & Samuel Verplanck, Executors as aforesaid for in consideration of the rents, covenants & agreements herein after assumed & contained, on the part & behalf of the said Sampson Dyckman, his executors, administrators & assigns, to be paid, kept & performed, have demised granted & to farm letten, & by these presents do demise, grant & to farm let unto the said Sampson Dyckman all that farm, tract, or parcel of Land called & known by the name of the Monck or Verplanck's point, situate lying & being in the manor of Cortlandt in the County of West Chester aforesaid, late in the tenure or occupation of Philip Verplanck Esquire deceased, containing by estimation six hundred acres, more or less, together with all the buildings & improvements thereon, & all meadows, pastures commons, ways, passages, waters, water courses easements, profits, privileges & appurtenances whatsoever, to the same premises in anywise appertaining; To have & to hold the said farm tract or parcel of Land & all & singular the premises herein before mentioned, or intended to be hereby demised with their & every of their appurtenances, unto the said Sampson Dyckman his executors, administrators & assigns, from & after the last day of March instant, untill the full end & term of five years from thence next ensuing & fully to be completed & ended; Yielding & paying therefore yearly & every year, during the said term, unto the said Pierre Van Cortlandt & Samuel Verplanck or the survivor of them, & the executors & assigns of such survivor the yearly rent, or sum of fifty pounds, in Gold or Silver, at the Current rate at which they now pass, within the State of New York in half yearly payments, to wit on the last day of September & on the last day of March in each & every year of the term aforesaid. And the said Sampson Dyckman for himself, his heirs, executors administrators & assigns doth covenant, promise & agree to & with the said Pierre Van Cortlandt & Samuel Verplanck by these Presents, that he the said Sampson Dyckman his executors administrators & assigns shall & will from time to time, & at all times hereafter, well & truly pay & cause to be paid unto the said Pierre Van Cortlandt & Samuel Verplanck or the survivor of them, or the executors or assigns of such survivor the said yearly rent or sum of fifty pounds, in manner as aforesaid, & at the days & times herein before mentioned or appointed for payment thereof, by even & equal portions as aforesaid. And that the said Sampson Dyckman his heirs executors, administrators and assigns shall or will at ^{his or} their Costs & expence without any deduction or drawbacks, out of the aforesaid yearly rent pay all public taxes, assessments or impositions whatsoever, which shall or may be laid assessed, or imposed upon the said premises, from time to time & at all times, during the term aforesaid; And also that he the said Sampson Dyckman his heirs, executors, administrators & assigns or either of them will not plow more than fifty acres of the said demised premises in any one year during the said term; and will not sow the the said demised farm, tract or parcel of Land, or any part thereof with winter grain of any kind, more, or oftener than once in the space of three years. And also that he the said Sampson Dyckman his heirs executors administrators & assigns & every of them shall refrain from cutting or using any other than old timber trees, whether standing or lying for the purpose of fencing upon the said premises, & will abstain from committing any waste or destruction of young timber, trees, growing upon the said premises. And also that he the said

Sampson Dyckman, his heirs executors administrators & assigns, or either of them, will not remove or carry away nor suffer to be removed, or carried away, any wood for fuel or other purposes, from off the said premises. And the said Sampson Dyckman for himself, his heirs, executors administrators & assigns doth further covenant promise & grant to & with the said Pierre Van Cortlandt & Samuel Verplanck that they or the survivor of them & the executors of such survivors, shall be entitled to have, & shall have & enjoy pasture upon the said premises, for one horse & no more, in each & every summer season during the said term of five years; And also that the said Sampson Dyckman, his heirs, executors, administrators & assigns will plant out, within the two first years of the said term, upon the said premises two hundred apple trees, & the same number within the third year of the said term, upon the said premises, & will surround the said apple trees so planted out with sufficient fences, And the said Pierre Van Cortlandt & Samuel Verplanck, for them selves, their heirs executors, administrators & assigns do by these presents covenant promise & grant to & with the said Sampson Dyckman, his executors administrators & assigns shall be allowed & paid, at the expiration of the term aforesaid on the premises aforesaid, at the rate of two shillings current money of this state of New York, for each & every apple tree, so to be planted as aforesaid, which shall at the said expiration of the said term be found in a thriving & growing condition — Provided always & it is hereby declared to be the true intent & meaning of the said parties to these presents; that all buildings, fences & other improvements whatsoever, by the said Sampson Dyckman, his executors, administrators ^{or} assigns or any of them, at any time erected or made shall at the expiration of the aforesaid term revert & belong to the ~~the~~ owners or proprietor, ~~for~~ the said premises, without any ~~claim~~ claim of compensation or allowance whatsoever, for the same of by or to the said Sampson Dyckman his executors administrators or assigns, or any of them, except the allowance of two shillings for each apple tree as aforesaid. In Witness whereof the parties to these presents their hands & seals have interchangeably subscribed & set the day & Year above written —

Sealed & delivered in the presents of
the word & will surround & being
first written on a resure in the ~~fifth~~
fifth line It is also Covenanted that
this present Lease is not to be assigned
over to any other person without
Leave of the parties of the first part
so obtained In writing

J^r Thuyversant

Ann Van Cortlandt

By Samuel Verplanck

in the presents of — John Honson
Isaac Odell

Sampson Dyckman

Sam^l. Verplanck

Pierre Van Cortlandt