

This Indenture, made the eighteenth day of March 1869, between Philip G. Van Wyck of the town of Ossining in the county of Westchester, and State of New York, party of the first part, and Isaac Secor, S. Ferris Washburn of the same place, and George Morton and John Morton of the town of Cortlandt, in the said county and State, parties of the second part, Witnesseth, That the said party of the first part hath letten and by these presents doth grant, demise, and to farm let unto the said parties of the second part, all that certain piece or parcel of land lying and being at Croton, in the county of Westchester, and State of New York, bounded and described as follows, commencing at the point in the boundary line between the lands late of John Cocks deceased and said Philip G. Van Wyck where the said line intersects the Hudson River Rail-Road, on the north-easterly side of said rail-road, thence running North-easterly along said boundary line and crossing the road three hundred and twenty-five feet into lot No. 43, as laid down and numbered on the map of the property of Philip G. Van Wyck, Surveyed and drawn by Thomas C. Cornell, Civil Engineer,

August 31st, 1850, thence northerly) and
at right angles to said boundary line
five hundred and twenty feet to Stake
and Stones in said lot No. 43, thence
westerly five hundred feet, crossing the
Hudson River Rail-road and at
right angles thereto and across lands
lying under water to a Stake and
Stones, thence southerly parallel to
said rail-road five hundred and
twenty feet or thereabouts to said Cocks'
line, thence northeasterly along said
Cocks' line to the place of beginning,
with the appurtenances, for the term
of ten years from the first day of
December, one thousand eight hund-
red and Sixty-eight, at the yearly
rent of two hundred dollars to be
paid in equal quarter yearly payments.
And it is agreed that if any rents
shall be due and unpaid, or if
default shall be made in any of
the covenants herein contained, then
it shall be lawful for the said par-
ty of the first part to re-enter the said
premises, and to remove all persons
therefrom. And the said parties
of the second part doth covenant to
pay to the said party of the first
part, the said yearly rent as herein
specified, and that they will use

\$200.
Rent

and occupy said premises for the purposes of a brick-yard only, and for no other purpose whatever, that they will not assign this lease nor underlet said premises without the written consent therefor from the party of the first part had and obtained, that they will not commit waste, particularly of moulding sand, which they agree to take care of and preserve, And it is further agreed by and between the said parties that the said parties of the second part within sixty days after the expiration of this lease or termination thereof by any cause, shall have the right to remove all buildings, fixtures, improvements and personal property put by them upon the said premises and belonging to them, from the said premises, and they may take sand or material from front part of lot No. 43 on said map, within one hundred and fifty feet of Cocks' line for the purpose of filling where they may dock out on said premises, And that at the expiration of the said term, the said parties of the second part will quit and surrender the premises hereby demised, in as good state and condition as reason-

able use and wear thereof will permit, damages by the elements excepted and property arranged and graded for use as a brick-yard, as they may have arranged and graded the same for their own use, except as above modified by the clause reserving to them the right to remove all buildings, fixtures, improvements and personal property put by them upon the said premises and belonging to them. And the said party of the first part doth covenant that the said parties of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, And it is further agreed by and between the said parties, that whatever dock or docks may be built in and upon the said premises by the said parties of the second part, are to remain upon the said premises and belong to the said party of the first part, at the expiration or termination of this lease for any cause, that parties of the second part shall have the right to burn brick and remove the same and use the kiln shed until the first day of May, 1869, when they shall remove said kiln shed, or within ten days

thereafter, And it is further agreed that wherever and whenever this lease and the license for taking brick material and clay, and sand for making brick, made or about to be made to parties of the second part, by party of the first part, interfere in any way with one another, or grant different rights and privileges on the same premises that might interfere, the same shall be taken together and construed as one instrument and both be made to have effect if possible. Parties of the second part, their executors, administrators or assigns, shall and will at their own proper costs and charges, bear, pay and discharge all such taxes, duties and assessments whatsoever, both ordinary and extraordinary as shall or may ~~be~~ during the term hereby granted be charged, assessed, or imposed upon the said described premises. And it is further agreed that parties of the second part shall not cut the filling on lot No. 43 except south of a point four hundred feet north of Coates' line on the north-easterly side of premises hereby leased.

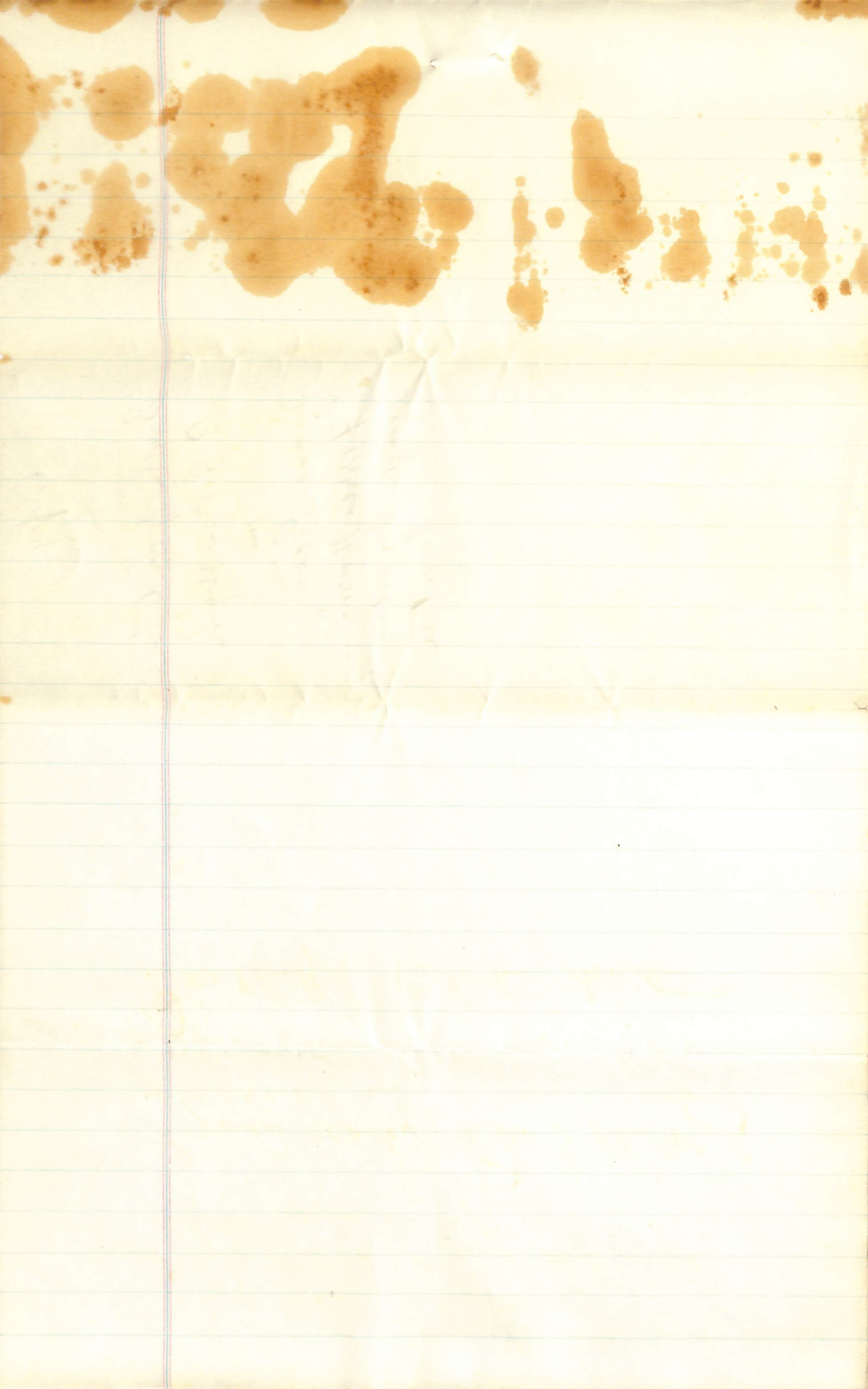
In witness whereof the parties to these presents have hereunto set their

hands and seals the day and year
first above written.

Signed, sealed and delivered
in the presence of.

Signed sealed & delivered in presence of	{	Thos G Van Wyck	(Seal)
		Isaac Secor	(Seal)
		George Morton	(Seal)
		S. Ferris Washburn	(Seal)
Leire Clough	{	John Matur	(Seal)

Copy }



2nd Copy
of

Brick yard Lease

P S Van Wyck

Jon

Isaac Peck

Ferris Washburn

George Morton &

John Morton