

This Indenture made the 24th day of August 1864 Between Philip G Van Wyck of Sing Sing in the County of West Chester in the state of New York Party of the first part and William Knight of Haverstraw in the County of Rockland in said state of New York Party of the second part witnesseth that said party of the first part for and in consideration of the covenants and agreements hereinafter contained on the part of said party of the second part and of the sum of one dollar in hand paid to said party of the first part the receipt where of is hereby acknowledged hath granted and conveyed and by these presents doth grant and convey unto said party of the second part and to his heirs Executors administrators and assigns for the term of ten years from the date here of the exclusive privilege of mining for iron ore on any ten acres of a certain piece of land on the Odell Farm in the Vicinity of Village of Croton in the State of New York known as the west Woods before the wood was cut therefrom that party of the second part shall select

immediately upon his inspection and examination on said piece of land as hereinafter provided and carrying away said iron ore and ingress and egress for the purpose thereof during said term upon the terms agreement and conditions hereinafter contained,

In consideration whereof said party of the second part agrees to pay said party of the first part at the rate of one hundred dollars per annum payable semiannually after the same shall have commenced to accrue during all such time thereafter during said term that said party of the second part shall not take out any iron ore whether he mines for the same or not that when he takes out iron ore the accruing of the said one hundred dollars per annum shall cease from that time and in place thereof from that time said party of the second part shall pay to said party of the first part for said iron ore fifty cents per ton for all said iron ore not yielding more than fifty per cent of iron and for all iron ore yielding more than fifty per cent of iron, he shall

pay to said party of the first part
one cent upon each of every percentage
of iron. It is further agreed that in
case said iron ore shall be of a quality
that will be able to command a price
of over five dollars per ton when delivered
at the dock at Croton then in that case
said party of the second part shall pay
to said party of the first part twenty
five cents per ton in addition to the
fifty cents per ton herein before first agreed
upon, and in case said iron ore shall be
of a quality that will be able to command
a price of five dollars and fifty cents per
ton when delivered at the dock at
Croton then in that case said party
of the second part shall pay to said party
of the first part thirty seven and a half
cents per ton in addition to said fifty
cents per ton herein before first agreed upon
and in ^{case} said iron ore shall be of a
quality that will be able to command
a price of six dollars per ton when
delivered at the dock at Croton then
in that case said party of the second
part shall pay to said party of the
first part fifty cents per ton in addition
x to the said fifty cents per ton herein before

first agreed upon that said payment resulting from such values of said iron ore as aforesaid shall be in lieu of the payments to be made on the iron ore yielding more than fifty per cent of iron hereinbefore agreed upon but said payment shall be made upon such percentages until said ore reach such values. Said party of the second part shall keep account of said iron ore and said yield and said values there of and in six months from the date here of shall account and pay to said party of the first part there for as aforesaid and shall account and pay as aforesaid regularly every half year thereafter said Knight shall have the privilege of rescinding this lease by giving one months notice in writing and accounting and paying all such rent and amounts to be paid on said iron ore as aforesaid as may have accrued up to the time of rescinding said lease whether the same shall have become due by the terms of said lease or not said Knight shall have four Months to examine and inspect the iron ore on said piece of land and to remove said iron ore not exceeding

ten tons for that purpose free of charge from the expiration of which time if said Knight does not give notice as aforesaid to rescind said lease said rent or said amounts to be paid for said iron ore as aforesaid as the case may be shall commence to accrue but if he then gives notice of rescission as aforesaid and ceases from that time to act any further under this lease then no rent shall accrue Said Knight shall keep the place or places of ingress and egress as aforesaid well protected against cattle, horses, sheep swine or other trespasses from the public of such nature and from the public roads and he shall not trespass or allow his horses oxen teams, servants or anything else of his to trespass on lands of said Van Wyck not used for said mining purposes as aforesaid Said Knight may erect such buildings on said ten acres of land so selected as aforesaid as may be required for his said mining purposes. the privileges hereby granted, extend only to the mining of iron ore Said Knight shall not use

said ten acres of land for any other purpose than as aforesaid and he shall not use the same otherwise or more than shall be required for said purpose as aforesaid. It is further agreed that said Van Wyck. his heirs assigns and lessees shall have the full use of said piece of land and of the said ten acres selected as aforesaid and there to the same as if this lease had not been made except where it may interfere with said Knights operations in said mining

In witness whereof the parties to these presents have hereunto set their hands and seals the day and Year first above written Sealed and delivered in the presence of



