

This Indenture made this
day of August Eighteen hundred and Seventy
two Between Peter C. Van Wyck of the City,
County and State of New York Trustee of the
Estate of Philip G. Van Wyck deceased party
of the first part and Isaac Secor. S. Ferris
Washburn of Ossining in the County of West
chester and State of New York and George
Morton and John Morton of the Town of
Corlandt in said County of Westchester and
State of New York parties of the second part
Witnesseth that whereas said Philip G.
Van Wyck in his life time granted to the
said parties of the second part their Ex-
ecutors, administrators and assigns for
the term of ten years from the first day
of January Eighteen hundred and sixty nine
a license to enter upon certain pieces or
parcels of land at Croton in the Town
of Corlandt in the County of Westchester and
State of New York to remove and use the brick
material dated January 1st 1869 for the
full contents of which reference thereto being
had, they will fully and at large appear,
now in consideration of these presents and
the release and agreement hereinafter con-
tained the said party of the first part
Trustee as aforesaid hereby releases parties

of the second part from Entering upon the
premises leased to Ruben Kipp at the Expiration
of said lease and take and use any remain-
ing Material as specified more particularly
in said license. and in Consideration
thereof parties of the second part release
to party of the first part and the land and
Estate of said Philip B. Van Wyck any and
all rights they have or may have under said
license to take clay from lots No. 46. 47,
48. 49. and 51. mentioned in said license
and the said premises leased to Ruben Kipp
as aforesaid and agree not to use clay there-
from in order that he may use, sell, or
license or lease out. to take said clay
therefrom. provided however this release shall
not interfere with the roads of said parties
of the second part. nor hinder them from
taking clay from the other parts of the lands
so licensed to them as aforesaid, or interfere
with them so taking clay from said other
parts as in said license specified. and it
is the true intent and meaning of these
presents and it is so mutually agreed. that
so far as relates to the clay thereon said
pieces hereby intended to be released shall
with the restrictions or provisions hereintofore
Expressed stand as if said license had
never

been given or Executed, with full power to party of the first part his grantee, lessee or licensee to Enter upon the same and remove and use said Clay therefrom without Compensation therefore the same as if said license had never been given or Executed save the restrictions or provisions aforesaid

It is further agreed that said parties of the second part shall have the right to Enter upon the premises above referred to as formally leased to Ruben Kipp in case of any obstruction to the drainage made by the cut made by Harrison Cocks and George S Barlow and party of the first part and remove the same to the drainage depth of said cut as may be necessary to prevent any flooding of the Clay pits being worked by parties of the second part

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
presence of



