

This Indenture made this
day of August Eighteen hundred and Seventy
Two Between Pierre C. Van Wyck of the
City, County and State of New York Trustee
of the Estate of Philip S. Van Wyck deceased
Party of the first part and Isaac Secore
S. Fenis Washburn of Ossining in County of
Westchester and State of New York and
George Morton and John Morton of the
Town of Cortlandt in said County of West-
chester and State of New York parties of
the second part Witnesseth that whereas
said Philip S. Van Wyck in his life time
granted to the said parties of the second
part their Executors, 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 Cortlandt 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 there-
to being had, they will fully and at large
appear, now in consideration of these presents
and the release and agreement hereinafter
contained the said party of the first part
Trustee as aforesaid hereby releases parties

of the Second part from entering upon the premises leased to Reuben Kipp at the Expiration of said lease and take and use any remaining material as specified more particularly in said license, and in consideration thereof parties of the Second part release to parties of the first part and the land and Estate of said Philip G Van Wyck any and all rights they have or may have under said license to take clay from lots Nos. 46. 47. 48. 49. and 51. mentioned in said license and the said premises leased to Reuben Kipp as aforesaid and agree not to use clay therefrom 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 hereinbefore expressed stand as

if said license had never been given or executed, with full power to party of the first part his grantees, lessees, or licensees to Enter upon the same and remove and use said clay therefore without compensation therefore the same as if said license had never been given or executed save the restriction 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 formerly leased to Reuben Kipp in case of any obstruction to the drainage made by the cut made by Harrison Ecks and George J. 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 & delivered in
presence of



