

This Indenture made this
day of August 1872 between Pierre C. Van
Wyck of the city, County and State of New
York, Trustee of the Estate of Philip C. Van
Wyck deceased, party of the first part and
Elihu & Son, S. Ferris Washburn of Ossining in the
County of Westchester and State of New York
and George Morton and John Morton of
The Town of Cortlandt in said ^{County} ~~State~~ of West-
chester and State of New York parties
of the second part witnesseth that where
as said Philip C. Van Wyck in his life time
granted to the said parties of the second part
their exors, admors and assigns
for the term of ten years from the first day
of January 1869 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 thereto being had
they will fully and at large appear, now in con-
sideration 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
Riipp at the expiration of said lease and take

conty 7

and use any remaining 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 G. Van
Wyck and all rights they have or may
have under said license to take clay
from lots Nos. 46. 47. 48. 49. 50. and 51 men-
tioned in said license and the said prem-
ises 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 their so taking
clay from said other parts as in said license spe-
cified - and it is the true intent and mean-
ing of these presents and it is so mutually
agreed, that so far as relates to the clay thereon
said premises hereby intended to be released
shall with the restrictions or provisions
heretofore expressed stand as if said license
had never been given or executed, with full
power to party of the first part his granters, lessors
or licensees 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
restriction or provisions aforesaid.

It is further agreed that said parties of 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 Hanson Cuts and George Dalton
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.

and party of the first part, and remove the
same to the ^{depth} of said cut as may
be necessary to prevent any flooding of
the clay pits being worked by parties
of the second part

and party of the first part, and remove the
same to the depth of said cut as may
be necessary to prevent any flooding of
the clay pits being worked by parties
of the second part

I do certify, 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, (the)
Mords and agree not to use clay)
therefrom having been interlined)
on 2^d page)

