

This Indenture made the _____ day of _____ 1872
between Pierre L. Van Wyck of the City, County and State of New York, Trustee
of the estate of Philip L. Van Wyck deceased by his last will and testament, party
of the first part, and Andrew A. Bremner of the City of Brooklyn, County of
Kings and State of New York, Joseph Cunningham of the City, County
and State of New York, and Augustus Morand of said City of Brook-
lyn, composing the Copartnership of "The Morand Patent Rail-
and Brick Machine Company" party of the second part, wit-
neseth that party of the first part for and in consideration of these
premises and of the covenants and agreements hereinafter con-
tained has granted to said parties of the second part their executors
administrators and assigns for the following term, that is to say,
from the date hereof to the first day of January 1873 and for five
years from the said first day of January 1873 a license to enter
upon all that certain piece of land situate at Croton in the
Town of Cortlandt in the County of Westchester and State of New
York described as follows: Commencing at a point on the division
line of lots Nos. 44. and 45 as laid down on the Map of property
of Philip L. Van Wyck at Croton, Surveyed and drawn by
Thomas C. Cornell, Civil Engineer August 31st 1850-
fifty feet distant from the lands of John Cock's deceased, thence
running about North East about five hundred and
eighty five feet to the boundary line between lots Nos. 51.
and 52 as laid down on said Map in such a course as will strike
said boundary line one hundred and fifty feet from
said Cock's line, thence along said boundary line easterly
the said one hundred and fifty feet to land
of said John Cock's deceased, thence along the boundary

line between said Coeks and said Ben Wyck the various courses and distances thereof to the Southwesterly corner of lot No. 45 as laid down on said map. thence westerly along the southerly line of said lot No. 45 fifty feet to the place of beginning. To remove and use brick material thereon for brick making purposes by two certain machines and two improved kilns for making and burning brick &c. about to be erected on the premises of Harrison Coeks and George Barlow patented by Augustus Korand, the machines on the day of _____ and the kiln on the 16th day of April 1872 to such depth and distance thereon as may be necessary, and in no other place, nor manner than by said machines and kiln erected on said premises as aforesaid, and for no other purpose whatever only upon the terms, conditions, covenants and agreements hereinafter mentioned, and said parties of the second part in consideration thereof and of these premises agree to and with said party of the first part to make of said brick material therefrom brick of any kind parties of the second part may deem fit to make, not exceeding in size Collaburg front brick of the usual size and to pay party of the first part therefor at the rate of one dollar and twenty five cents for each and every thousand of said brick so made from said brick material so removed as aforesaid at the expiration of every three months after the commencement of the term of license hereby granted for all brick so made during said periods during the continuance of said term, and in case parties of the second part desire to make a larger sized brick than Collaburg front brick of the usual size as aforesaid then they shall pay ^{in the same manner and} as aforesaid for the increase in size proportionately more than one dollar and twenty five cents a thousand brick. and parties of

the second part further covenant and agree with party of the first part that they will at all reasonable times upon the demand of said party of the first part render to him a true and accurate account of the number and size of brick made or moulded since the commencement of said term, or of the last preceding account, and to permit party of the first part, or his agent to go upon the yard or premises where said brick shall or may be made and take an account of the number and size of said brick made or moulded and brick material used at all times during said term and to permit said party of the first part, or his agent to go upon any of the premises, parts, pieces, or parcels of land hereby licensed, or herein mentioned or referred to to look after his interest under this agreement. Parties of the second part further agree to make in each and every year during the term hereby created from said brick material at least one million of brick as aforesaid or pay the yearly sum of twelve hundred dollars a year as rent of said pieces of land or interests therein as are hereby licensed as aforesaid for each and every year during said term from the commencement thereof payable in quarter yearly payments, except for the balance of the unexpired year 1872 when they shall make three hundred and twenty five thousand brick as aforesaid or pay as aforesaid and in the same manner and form therefor the sum of four hundred dollars. Party of the first part reserves to himself the right to go on said pieces of land or any part thereof and

take and remove sand and moulding sand and
loam at any time during said term and
parties of the second part shall permit
the same to be done. Nothing herein contain-
ed shall prohibit the party of the first part
from using any of the lands herein mentioned
or referred to for agricultural or other purposes
so long as the same does not interfere with
the privileges herein granted to parties of the second
part. And parties of the second part hereby
agree to permit him to use the same as aforesaid.
Parties of the second part hereby agree that in taking
said brick material for the manufacture of said
brick as aforesaid that they shall use the same to the
depth of said material on an even face, commencing
nearest to the lands of John Cooks deceased and
always facing said lands, taking and using
said material in all cases always as near as
practicable from the bottom of the bed as they
proceed in order to exhaust said material and pre-
vent loss of said material. Party of the first part
hereby reserves to himself the privilege of
entering and passing through every
part of the lands hereby licensed, or
the right of way over the same for the
purpose of obtaining clay or other material
from the other lands of said party
of the first part or of the said estate

and conveying the same over the lands hereby
licensed, or for any purpose, but in so doing
not to interfere with the working of parties of the
second part, and parties of the second part hereby
agree to his having such privilege as aforesaid.
It is further agreed that in case it becomes ne-
cessary for party of the first part to remove and
use brick material from the premises hereby licensed
in order to get access to his, or said estate's adjoining
or contiguous lands as aforesaid to get clay or
other material as aforesaid then party of the first
part may take and use the same as aforesaid
and parties of the second part shall have the
privilege of taking an equal amount of the
clay ^{or brick material} as the clay ^{or brick material} so taken by party of the first part
as aforesaid from said adjoining, or contiguous
lands at the same place or places thereon where
party of the first part is taking and using, in
return therefor, on the same terms as they take
the same from the premises hereby licensed
which shall be the only return or compensation
to be made to parties of the second part therefor. Par-
ties of the second part shall not use any clay
taken from any other place or places, or from the
lands of any other person or persons in the man-
ufacture of said brick than the same taken from
the hereinbefore described premises either in con-
junction with the same or otherwise, but shall

use the same from them exclusively. and in taking
the account of brick as aforesaid no allowance
shall be made for clay taken from other places
or lands as aforesaid, but the same shall be
treated in the settlement as aforesaid as the
clay of party of the first part, excepting at such
times as previous to the arrival from England
of the Moorand Machine, or during the stoppage
for repairs, or fixing of machinery, when par-
ties of the second part may temporarily burn
bricks ^{in said kiln} furnished by other parties, without in-
curring the liability of non-allowance therefor
as aforesaid, or in case of the clay running out on
said premises hereby licensed then parties of the
second part may burn bricks ^{in said kiln} furnished by other
parties without such liability as aforesaid, pro-
vided parties of the second part give to party
of the first part written notice at the time thereof
of their stopping to use his said clay, and at the time
thereof of their commencing to use the same, and
to use the same again, Parties of the second part
hereby covenant and agree to pay all taxes and
assessments ordinary and extraordinary
that may be assessed or levied on the premises
or pieces of land hereby licensed or affected,
or intended so to be during the term of this
license or agreement. Said parties of the
second part hereby covenant and agree to make

the payments and observe and perform all the terms, conditions, agreements and covenants herein mentioned, and to quit and surrender the said pieces of land and premises peaceably and quietly at the expiration of the term in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and also not to commit any waste nor suffer any to be committed especially of clay during the term of this license and that during said term they will do use said premises for the purposes aforesaid in such manner and take such precautions, that no waste, loss, damage, or injury shall occur or happen to the land, clay, sand, or moulding sand, or in any other respect thereon, or on the adjoining or contiguous lands of party of the first part, or of the said estate, from wash or otherwise. Parties of the second part shall not use any of said clay ^{or brick material} to sell to others for any purpose whatever, nor shall they use the same for any other purpose whatever than in their own manufacture of brick in the manner and place aforesaid and as aforesaid. The covenants, terms, agreements and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties to these presents

use the same from them exclusively. and in taking
the account of brick as aforesaid, no allowance

Parties of the second part shall not assign
this license, or agreement without the written
consent of the party of the first part and any
other party acting under said license or agree-
ment without such consent shall be deemed
a trespasser, such written consent, if given
shall not be deemed to release parties of the
second part from responsibility to pay as here-
in provided for all brick made under this
license or agreement, whether the same be
made by themselves or such assigns, nor
from any of the obligations herein contained
unless so expressed in such written consent
Parties of the second part have the privilege of dis-
continuing this license or agreement at the
end of any year after the first day of April
1873 on performing all the covenants, agreements
and conditions by them, or on their part, to be per-
formed, and giving party of the first part
six months previous notice thereof in writing
Parties of the second part have the privilege
of using any other brick machine, than said
Morand brick machine, that they may
adopt, in conjunction with said kiln, on
the same terms and conditions, in case said
Morand machine shall prove a failure. Parties
of the second part further agree to and with party
of the first part that no greater proportion of clay

or brick material shall be used in the manufacture of said brick than is now used in the manufacture of Collaburg front brick of the usual size - This license or lease or agreement is made and accepted on this express condition that in case parties of the second part shall fail to make any of the payments at the times and in the manner herein specified or to perform any of the covenants herein on their part to be performed, or shall violate any of the covenants, or conditions herein the party of the first part, his heirs, successors and assigns in his option shall have the power, and the right of terminating and ending this license or lease and agreement, and to take summary proceedings against the parties of the second part, or any person, or persons in possession as tenant, or using the same as for holding over their term, or to take or recover possession of the premises in such other manner as he may be advised, with full right however to all money accrued up to the time of the recovery of the possession of said premises as aforesaid, whether by the terms hereof the same be then due or not. It is covenanted and agreed that parties of the second part shall do use said premises as not to check impede affect, or interfere with the natural flow or running of waters, whether arising from rain or otherwise on adjoining or contiguous land or lands.

