

This Indenture made the
 first day of January 1869 between
 Philip G. Van Wyck of the town
 of Ossining, in the county of
 Westchester and state of New York
 party of the first part, and Isaac
 Beeor, S. Ferris Washburn of the
 same place and George Morton
 and John Morton of the town
 of Cortlandt in said county and
 State, parties of the second part,
 Witnesseth, that the said party of
 the first part for and in con-
 sideration of these premises and
 of the covenants and agreements
 hereinafter contained has granted
 to the said parties of the second
 part, their executors, administra-
 tors and assigns for the term of
 ten years from the first day of
 January, 1869, a license to enter
 upon all those certain pieces
 or parcels of land lying and being
 at Croton, in the town of Cort-
 landt, in the county of Westches-
 ter and State of New York the
 first of which is composed of
 lots laid down and numbered
 and designated on the map of
 property of Philip G. Van Wyck Esq.
 at Croton
 surveyed and drawn by Thomas

Copy

C. Cornell, Civil Engineer, August 31st 1850, as lots No. 52. 53. 54. 55. 56, ^{The deaconess} ~~and~~ ^{the} lots ^{the} 46. 47. 48. 49. 50, 51 and the ^{the deaconess} ~~and~~ ^{the} lots ^{the} 57. 58. 59. & 60. excepting therefrom all of the part or parts of said lots licensed or leased to Reuben Kipp for the purposes of taking brick material, by lease dated May 16th 1867 and assigned by him to Harrison Cooks and George Barlow which by reference to said lease will more fully and at large appear, and excepting also therefrom the fifty-feet additional granted by said lease in case of the running out of clay on the premises thereby leased as by further reference to said lease will more fully appear, to remove and use the brick material thereon for brick making purposes ^{on a certain} to such depth and distance ^{on a certain} thereon as may be necessary, and for no other purpose whatever, only upon the terms, conditions, covenants and agreements hereinafter mentioned, exhausting in a manner as herein provided the clay or material in each parcel in the order as they appear in this

3

lease, beginning with the first in
 order before entering upon the
 second in order and exhausting
 the first and second in order be-
 fore entering upon the third in
 order, 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 mater-
 ial therefrom brick of any kind
 said parties of the second part
 may see fit to make, not exceeding
 in size Ballaburgh ~~front~~ brick
 of the usual size, and to pay
 said party of the first part
 therefor at the rate of one dollar
 for each and every thousand of
 said brick made from said
 material so removed as aforesaid
 including tempering sand as
 hereinafter mentioned 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 contin-
 uance of said term, And said par-
 ties of the second part further
 covenant and agree with said
 party of the first part, that they

3 months
 16 day
 4 10 - Day
 November

4

10 under
100 of brick
on the

They will at all times upon the demand of the said party of the first part render to him a true and accurate account of the number and size of brick made since the commencement of said term or of the last preceding account, and to permit said party of the first part or his agent to go upon the yard where said brick shall or may be made, and take an account of the number and size of said brick made and material and sand and moulding sand 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, Said party of the first part agrees that said parties of the second part may take from the premises hereby licensed sufficient tempering sand to use for the purpose of making said brick, or for want thereof on said premises hereby licensed said parties of the second part to go upon that portion of lot

5

Tempering
sand

No 43 on said map, commencing
at a point on the boundary line
of land of John Cocks deceased
about two hundred feet from
the old road along high water
mark as laid down on said map
thence northeasterly along said
Cocks' line to lot No 44 on said
map thence northwesterly on the bound-
ary line between lots 43 and 44,
fifty feet, thence southwesterly
on a line nearly parallel to
said Cocks' land to a point
about two hundred feet from
said old road along the
river thence southeasterly in a
straight line to the place of be-
ginning and take and use
tempering sand therefrom for
said purpose and not otherwise,
and in case said tempering
sand should be exhausted on
said last named premises, then
said parties of the second part
may enter upon another fifty
feet northwesterly adjoining
thereto in said lot No 43 for the
same purpose and not otherwise,
And it is further agreed that the
parties of the second part shall have
the right to take tempering sand—

Tempering
sand

6

from the portion of said premises herein-after described as premises from which parties of the second part are privileged to take moulding sand at the rate of two dollars per ton on condition that they shall not waste said moulding sand, and that in all cases they will not let the same run to waste and that they will remove said moulding sand in case such removal becomes necessary. for the purpose of preservation of the same in any case to such places on lots No. 43. and 44 on said maps as party of the first part may direct at their own expences and in such manner as will preserve the same, Said parties of the second part further agree to make in each and every year during the term hereby created from said material two millions of brick as aforesaid or pay the yearly sum of one thousand dollars a year as rent of such 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, said parties of the second part further

YH payments

Moulding Ca.
\$20 per Ton

agree to take of the party of the
first part all the moulding sand
used in the manufacture of said
brick during the continuance of
said term at the rate of two dollars
per ton from that portion of lot
No. 43 on said map lying south-
west of a line commencing at the
head of a certain gully in the
middle of the front of said lot
and distant two hundred feet south-
west easterly from the boundary line be-
tween lots No's 43 and 44 on said
Map, and running thence south-
easterly and parallel with said
boundary line between lots No's 43
and 44 on said maps to the line
of the lands late of John Cocks, de-
ceased, and after the same shall be
there exhausted then they agree
to take moulding sand as aforesaid
from that portion of lot No. 43 ad-
joining at the rate of two dollars
and fifty cents per ton, and they
further agree in taking said moul-
ding sand, always to keep on an
even face towards the river and
work back, and that they will
only take said moulding sand
for the purpose of using the same
for sanding the moulds -

8

in Manufacturing said brick and for no other purpose, and that they will not allow any moulding sand to be wasted in taking or using material as aforesaid, and that they will pay for the same at the same times and the same shall be subject to the same rendering of accounts and examinations as in the case of said brick material hereinbefore set forth,

and the said 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 moulding sand at any time during said term, and said parties of the second part shall permit the same to be done nothing herein contained 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 it does not interfere with the privileges, —

Privilege
to use for other
purpose

herein granted to the parties of the
 second part. And the said parties of
 the second part hereby agree to permit
 him to use the same as aforesaid
 Said parties of the second part hereby
 agree that in taking said material
 on firstly herein described premises
 for the manufacture of said bricks
 as aforesaid, that he shall use first
 on an even face nearest to the
 land leased to Reuben Kipp and
 said John Coeks deceased as aforesaid
 and continue said face to the
 depth of said clay along said land
 so leased to said Reuben Kipp and
 the land of John Coeks deceased as
 aforesaid until said material is ex-
 hausted adjoining said land so
 leased to said Reuben Kipp and
 said Coeks as aforesaid but not
 below the water-level, before using
 the same on the other parts of said
 premises hereby licensed, Said party
 of the first part hereby reserves the
 privilege to said party of the first
 part 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 and

said lands hereby licensed
conveying the same over, but in so
doing not to interfere with working
of the parties of the second part.
And the parties of the second part hereby
agree to his having such privilege as
aforesaid. And it is further agreed
that in case it becomes necessary for
party of the first part to remove and
use brick material from the prem-
ises hereby licensed in order to get
access to his 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 privil-
ege of taking an equal amount of
the same from said adjoining or
contiguous lands at the same place
or places whereon party of the
first part is taking and using in
return therefor on the same terms as
he takes 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. Parties of the second part
shall not use any material or mould-
ing sand taken from any other place
or places, or from the lands of any
other person or persons in the

11
X
manufacture of said brick than
the same taken from the herebefore
described premises either in conjunc-
tion with the same or otherwise.
but shall use the same from them
exclusively,
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} lands hereby licensed ^{or affected} or in-
tended so to be during the time
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 expi-
ration 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
during the term of this license, And
it is further agreed by the parties
to these presents that said parties

12
To me Kipp part if they part
desires

of the second part shall not use any of said material or sand or moulding sand as aforesaid to sell to others for any purpose whatever, nor shall he use the same for any other purpose whatever than in his own manufacture of bricks as aforesaid. And it is further agreed that at the option of party of the first part, parties of the second part shall, if party of the first part so desires it, enter upon said premises leased to said Kipp hereinbefore referred to, at the expiration of said lease thereof and take and use any remaining material therefrom if any shall be left thereon, upon the same terms herein agreed upon in respect to the premises hereby licensed as aforesaid before they shall proceed further to take and use said material from the premises hereby licensed as aforesaid.

Parties of the second part agree to take and use said material in all cases from the bottom of the bed in order to exhaust the clay as they proceed but not below the water-level. The covenants, terms, agreements, and conditions herein

13 contained shall apply to and bind the heirs, executors, ^{administrators} and assigns of the parties to these presents.

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 agreement without such consent, shall be deemed a trespasser, such written consent, if given, shall not be deemed to release parties of second part from responsibility to pay as herein 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. And it is further agreed by and between the said parties that the said parties of the second part are to have direct and suitable roadways across the lands of party of the first part from the premises hereby leased to them by the said party of the first part to their brick-yard, also this day leased by the said party of the

~~lessee~~

14

first part to the said parties of the second part. And it is further agreed that wherever or whenever this agreement and the lease made or about to be made by party of the first part to parties of the second part of certain premises for the purposes of a brick-yard, interfere in any way with one another, or grant different rights and privileges on the same premises that might interfere in any way with one another the same shall be taken together and construed as one instrument and both be made to have effect, if possible.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered in presence of - The words "on a certain brick yard only" this day leased by parties of the first part to parties of the second part on ~~twenty second~~ line of second page having been interlined before signing

J. H. G. Van Hook
Isaac Seix
J. Peris Washburn
George Norton
John Norton



Copy

Philip J. Van Wyck

Agreement with

Isaac Pecor

Isaac Washburn

George Matton

John ^x Matton

1st January 1869

as to taking back

Material for

term of 10 years