



(1)

This Indenture made the first day of January 1869 between Philip S. Van Dyck of the town of Ossining in the County of Westchester and State of New York party of the first part.^{2d} Isaac Secor, S. Ferris Washburn of the same place.^{3d} George Morton^{4th} John Morton of the town of Cortlandt in said County^{5th} State parties of the second part. Witnesseth that the said party of the first part for^{6th} in consideration of these premises and of the covenants^{7th} and agreements hereinafter contained has granted to the said parties of the second part their executors, administrators^{8th} 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^{9th} and being at Croton in the town of Cortlandt in the County of Westchester^{10th} State of New York the first of which is composed of lots laid down^{11th} and numbered^{12th} and designated in the map of property of Philip S. Van Dyck Esq at Croton surveyed^{13th} and drawn by Thomas C. Cornell Civil Engineer August 31st 1850 as lots Nos 52. 53. 54. 55. 56. the second as lots Nos 46. 47. 48. 49. 50. 51. and the third as lots Nos 57. 58. 59. & 60. Excepting therefrom all

of the part or parts of said lots licensed
 or leased to Reuben Kipp for the pur-
 poses of taking brick materials, by
 lease dated May 16.th 1867. And assigned
 by him to Harrison Cocks and George
 Barlow which by reference to said
 lease will more fully and at large ap-
 pear. 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
 on a certain brick yard only this day leased by party of the first part to party of the second part
 brick making purposes to such depth
 and distance thereon as may be neces-
 sary, and for no other purpose whatever,
 only upon the terms, conditions, cov-
 enants and agreements hereinafter
 mentioned Exhausting in a manner
 as herein provided the clay or ma-
 terial in each parcel in the order
 as they appear in this lease, begin-
 ning with the first in order before en-
 tering upon the second in order and
 exhausting the first and second in
 order before 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 material there-

3
from brick of any kind. Said parties
of the second part may see fit to make
not Exceeding in Size Collaburgh
front brick of the usual Sizend to pay
Said party of the first part therefor
at the rate of One dollar for each
nd Every thousand of Said brick made
from Said material so removed as
aforesaid including tempering sand
as hereinafter mentioned at the Ex-
piration 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. nd Said
parties of the second part further cov-
enant nd agree with Said party of the
first part that they will at all times
upon the demand of the Said party
of the first part render to him a true
nd accurate account of the number
nd Size of brick made since the com-
mencement of Said term or the last
preceding account nd to permit Said
party of the first part or his agent to
go upon the yard where said brick
shall or may be made. nd take an
account of the number nd Size of Said
brick made nd material nd sand nd
moulding sand used at all times du-
ring Said term. nd to permit Said

4
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 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 boundary line between lots 43rd and 44th 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 beginning ^{and} take ^{and} use tempering sand therefrom for said purpose ^{and} not otherwise ^{and} in case said tempering sand should be ex-



hausted on said last named premises,
then said parties of the second part
may enter upon another fifty feet
northwesterly adjoining thereto in
said lot Tr^o 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 from the portion of said
premises hereinafter described as prem-
ises from which parties of the second
part are privileged to take moul-
ding 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 ^{the}
case such removal becomes necessary
for the purpose of preservation of the
same in any case to such places on
lots Tr^o 43 and 44 as said maps as
party of the first part may direct
at their own expense 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

loan

rent of such pieces of land or interests
 therein as are hereby licensed as afore-
 said for each nd Every year during
 said term from the Commencement
 thereof payable in quarter yearly
 payments. Said parties of the second
 part further agree to take of the
 party of the first part all the mould-
 ing 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 Southwest
 of a line commencing at the head
 of a certain gully in the middle
 of the front of said lot nd distant
 two hundred feet Southwesterly from
 the boundary line between lots No 43
nd 44. on said map nd running thence
 Southeasterly nd parallel with said
 boundary line between lots No 43
nd 44 on said maps to the line of
 the lands late of John Cocks, de-
 ceased, nd 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
nd fifty Cents per ton nd they further
 agree in taking said moulding
 sand always to keep on an crew

face towards the river and works back
and that they will only take said
moulding sand for the purpose of
using the same for sanding the
moulds. 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 re-
move 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 pur-
poses so long as it does not interfere
with the privileges 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 brick as aforesaid, that he shall use first on an even face nearest to the land ^{hereby} leased to Reuben Kipp ^{and} said John Cocks 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 Cocks deceased as aforesaid until said material is exhausted adjoining said land so leased to said Reuben Kipp ^{and} said Cocks as aforesaid but not be low 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} conveying the same over said lands hereby licensed 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 premises 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 privilege of taking an equal amount of the same from said adjoining or contiguous lands at the same place or places thereof where 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 ^{except} for moulding sand taken from any other place or places, or from the lands of any other person or persons in the manufacture of said brick than the same taken from the hereinbefore described premises either in conjunction 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 of lands hereby licensed or affected
 or intended so to be during the time
 of this license or agreement. Said
 parties of the second part hereby coven-
 ant 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 con-
 dition as reasonable use and wear
 thereof will permit, damages by the ele-
 ments 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 of the
 second part shall not use any of said
 materials 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 heretofore referred to,

as the expiration of said lease thereof
and take and use any remaining ma-
terial therefrom if any there 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 here-
by 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
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 with-
out the written consent of the party
of the first part or 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 second part from
responsibility to pay as herein provided
for all bricks 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 first part to the said parties of the second part. And it is further agreed that whenever 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 purpose 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
part of the first
part to parties
of the second part"
on fifteenth line of
second page having
been interlined
before signing

Ch. G. Van Dyke

Isaac Secon

S. H. Parkhurst

George Morton

John Astor

Pierre C Van Dyke

Lease delivered May 24th
1869 Pierre C Van Dyke



License to take
Brick Material
Given by
Philip G. Van Wyck
For
Isaac. Leck
J Ferris. Washburn
George Morton
John Morton
Dated Jan 11th 1869
Delivered May 24th
1869