

Sease
July 1. 1878

This Indenture, made the eighteenth
day of March, 1869, between Philip
G Van Myck, ^{deceased, late} of the town of Ossining
in the County of Westchester and State
of New York, party of the first-part; And
Isaac Secor, & Jervis Washburne of the
same place, and George Morton and John
Morton of the town of Cortlandt, in the
said County and State, parties of the
second part. Witnesseth, that the
said party of the first-part, hath letter
and by these presents doth grant,
devise and to farm let unto the
said parties of the second part;
All that certain piece or parcel of land
lying and being at Corton, in the County
of Westchester, and State of New York
Bounded and described as follows,
Commencing at the point in the boundary
line between the lands late of John Cox
deceased and said Philip G Van Myck
where the said line intersects the
Hudson River Rail Road, on the
northeasterly side of said Rail Road,
thence running northeasterly along
said boundary line and crossing the
road three hundred & twenty five feet
into lot No 43 as laid down and numbered
on the Map of the property of Philip G
Van Myck, surveyed and drawn by
Thomas C Cornell, Civil Engineer

August 31st 1850, thence northerly
and at right-angles to said boundary
line Five Hundred and twenty feet
to stake and stones in said lot-No 43,
thence ^{westward} westerly Five Hundred feet,
crossing the Hudson River Rail Road
and at right-angles thereto and across
lands lying under water to a stake
and stones, thence southerly parallel
to said Rail Road Five Hundred and
twenty feet or thereabouts to said Cox's
line, thence northeasterly along said
Cox's line to the place of beginning,
with the appurtenances, for the term
of ^{five} ~~ten~~ years from the first-day of
^{April} ~~December~~, One thousand, Eight-Hundred
and ^{seventy nine} ~~sixty eight~~, at the yearly rent or
sum of Two Hundred Dollars to be
paid in equal quarterly payments

And it is agreed that if any rents
shall be due and unpaid, or if de-
fault shall be made in any of the
covenants herein contained, then it
shall be lawful for the said party
of the first-part to re-enter the said
premises, and to remove all persons
therefrom. And the said parties of
the second part doth covenant to pay
to the said party of the first-part,
the said yearly rent as herein specified

And that they will use and occupy said premises for the purposes of a brick yard only, and for no other purpose whatever, that they will not assign this lease, nor underlet said premises without the written consent therefor from the party of the first part had and obtained, that they will not commit waste, particularly of moulding sand, which they agree to take care of and preserve, And it is further agreed by and between the said parties, that the said parties of the second part within sixty days after the expiration of this lease or termination thereof by any cause, shall have the right to remove all buildings, fixtures, improvements and personal property put by them upon the said premises and belonging to them, from the said premises, and they may take sand or material from front part of lot No 43 on said Map. within one hundred and fifty feet of Cox's line for the purpose of filling where they may dock out on said premises, And that at the expiration of the said term, the said parties of the second part will quit and surrender the premises hereby demised, in as good state and condition as reason-

-able use and wear thereof will permit; damages by the elements excepted and properly arranged and graded for use as a brick yard, as they may have arranged and graded the same for their own use, except as above modified by the clause reserving to them the right to remove all buildings, fixtures improvements and personal property put by them upon the said premises and belonging to them, And the said party of the first-part doth covenant that the said parties of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have hold and enjoy the said demised premises for the term aforesaid, And it is further agreed by and between the said parties, that whatever dock or docks may be built in and upon the said premises by the said parties of the second part, are to remain upon the said premises and belong to the said party of the first-part, at the expiration or termination of this lease for any cause, that parties of the second part shall have the right to burn brick and remove the same and use the kiln shed until the first of May 1879, When they shall

remove said kilnshed, or within ten days thereafter. And it is further agreed that wherever and whenever this lease and the license for taking brick material and clay and sand for making brick, made or about to be made to parties of the second part. by party of the first part. interfere in any way with one another, or grant different rights and privileges on the same premises that might interfere, the same shall be taken together and construed as one instrument and both be made to have effect if possible. Parties of the second part their executors administrators or assigns, shall and will at their own proper costs and charges, bear, pay, and discharge all such taxes duties and assessments whatsoever both ordinary and extraordinary as shall or may during the term hereby granted be charged, assessed, or imposed upon the said described premises. And it is further agreed that parties of the second part shall not cut the banks for filling on lot 43 except south of a point four hundred feet north of Cox's line, on the northeasterly side of premises hereby leased

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 Th. G. Van Wyck

Duin C. Van Wyck

Isaac Secon

Deare delivered

May 24th 1869

Duin C. Van Wyck

George Morton

S. Ferris Washburn

John Morton



21/11/00

Brick Yard Lease

P G Van Wyk

9th
Graas River

9 7th 1869, Washburn

John Moton

George Moton

18th March 1869

10 years

Delivered May 24th

1869

From P. G. Van Wyk