the said Building shall not be erected within the said Term then the said Daniel for himself his Heirs Administrators and Assigns doth Covenant to pay to the said Jonathan Hudson his Heirs and Assigns the Annual Sum of five pounds Current Money exclusive of and in Addition to the Rent already Reserved which said Additional Sum of five pounds Current Money shall be regularly and duly paid every year until the said Buildings are erected and then to cease and not before And the said Daniel for himself his Executors Administrators and Assigns doth Covenant and Agree to and with the said Jonathan Hudson his Heirs and Assigns well and truly to pay the above Reserved yearly Rent or Sum of three pounds Sterling at the Time above limited for the Payment of the same And the said Daniel for himself his Heirs Executors and Administrators and Assigns doth Covenant with the said Jonathan Hudson his Executors Administrators and Assigns that he the said Daniel his Executors Administrators and Assigns shall not at any Time hereafter erect keep or permit a Public Ferry to be kept on the Lot of Ground aforesaid but that all Public Ferries at any Time hereafter necessary to be kept on the Town of Portland shall be kept and Solely and exclusively conducted by the said Jonathan Hudson his Heirs Executors Administrators and Assigns and that the said Daniel his Executors Administrators and Assigns shall never erect any Public Ferry on the said demised Premises hereafter without the Consent and Approbation of the said Jonathan Hudson his Heirs Executors Administrators or Assigns and the said Jonathan Hudson for Himself his Heirs and Assigns doth hereby Covenant and Agree to and with the said Daniel and his Assigns that he the said Daniel and his Assigns on the Payment of the Rent and Performance of the Covenants herein before Mentioned and Reserved on the Part of the said Daniel and his Assigns to be paid and performed shall and may peaceably and quietly

have hold use Occupy Possess and enjoy the above demised Land and Premises with their and every of their Appurtenances for and during the Rest and Residue of the aforesaid Term of Ninety nine years for which the same is above demised without the let Trouble or Interruption of him the said Jonathan Hudson his Heirs or Assigns or any other Person or Persons claiming any thing therein by from or under him them or any of them or by his or their Privity or Procurement And also that the said Jonathan Hudson his Executors Administrators and Assigns at any Time or Times hereafter during the Continuance of this present Demise on the Request and at the Cost and Charge of him the said Daniel and his Assigns and on his or their Payment or tendering in Payment the Sum of three pounds Sterling as a fine therefor to the said Jonathan Hudson his Heirs and Assigns make and execute or cause to be executed a New Lease of the above demised Land and Premises for Ninety Nine Years to Commence and take effect from and at the end of the Term for which the same is above demised Subject to the same Rents and under the like Covenants Clauses and Agreements as are herein before Mentioned so that this present Demise may be Renewable and Renewed forever In Witness whereof the Parties hereto have set their Hands and affixed their Seals the Day and year first above Written

Signed Sealed and Delivered in the Presence of
Jn.o Boyd, Miles Littlejohn

D. Carroll (Seal)
Jon.a Hudson (Seal)

County of Baltimore to wit On the fourth Day of October 1783 Came before us the Subscribers two Justices of the Peace for the County aforesaid the within named Jonathan Hudson and Daniel Carolle who Severally Acknowledged the within Instrument of Writing as their Respective Act and Deed According to the true Intent and Meaning thereof Acknowledged before
Ja.s Calhoun Thos. Russell

Received to be Recorded the 21st Day of February 1784 Same Day Recorded and Examined
per Wm. Gibson Clk.