

Articles of Agreement made & concluded at Exeter on the Tenth day of September in the years of the Kinges of
Edward Lord Charles by the grace of god of England Scotland & Ireland Kinge & Defender of the faith etc
the Thre & Twentie, Between William Shoter of Colyton in the County of Devon Eschewman of Exeter,
And Bernard Dayll John & John Hulson of Colyton of the County of Coliton in
the said County Eschewman of Colyton, witnesseth as followeth.

In primis let said William Shoter for his Consideration of his summe of fiftie pounds of god Lawfull money of England
to him in hand paid whereof he hath nowe fullie satisfied by his receipt, And for his Yerly Rent of ten shillings
of god Lawfull money after the said Agreement made & concluded hereafter in his present maner Prescribed, doth yearly for himself
his exente & demaynes. After ourmeyng of him & payment of his exente to him to withe the said Bernard Dayll John
Hulson, John Hulson & Cate lab Bamfylde witness to him exente of his exente & payment of his exente
do mynes & signes. And to him by his receipt, That to the said William Shoter his exente or affigues, shall & will
be for the first day of November next ensuinge brought unto the Towne of Coliton unto the Towne
of Coliton aforesaid for a Countenall watercourse but & reasonable. Reasonable quantite of water as aforesaid
may be had & gotten therethen from the Lake Exempt or watercourse at a place called Hennocke aforesaid, in the sayd Towne of Coliton
afforeid. And from thence conveyed to the end of the street neare the northewest ende of the dwellinge house of
James Westcott in Coliton Towne aforesaid, whereby the said Reasonable watercourse may be from hence fith
conveyed to many places of the said town to be used for potwater other uses & vies And to contrarywise to the same stream
for potwater to the said Towne from the first day of November next to minys unto the full end of four yeares more
nocht ensuinge fullie to be remeant payed. Soe as the said Reasonable by his neglect Default of the said William Shoter
or his affigues shall not or may not be wantinge to the said Towne for potwater as aforesaid at noe tyme above the tyme
of one whole day next after notice & warninge therof to be given, unto a sufficiente habitant dweller in the County of
Devon or of the said Towne, during the said termes, After the performance of vsd said work And for the better
conveyance of the potwater to the said Towne in convenient & convenient time during the said termes
because wherein the same potwater is to be carried & conveyed during the said termes. **T**HE said Bernard Dayll
John & John Hulson & Cate lab Bamfylde doo herby for themselves & others of them, & their
successors & admyne & swallies respectivellie. Conenant promyde & gaunte to withe the said William
Shoter his exente & demaynes. Agynnes & exente of him by his receipt to paye or cause to be paid unto the said
William Shoter his exente or affigues the full summe of yerly Rent of ten shillings of god Lawfull money of England
in Exeter the first day of May at or in the County town of Coliton aforesaid in date comynge nexte during the said termes
of four yeares aforesaid. And that it shall & may be lawfull to the said William Shoter his affigues from tyme to
tyme at all tymes hereafter untill the full end of the said termes of four yeares aforesaid to have free & reueable iurys
conveyned theretherto Exeter or Colyton Towne reates or lands or landes or landes or landes or landes or landes
meadowes or pasture groundes or any the saides dites of landes or other landes or groundes what soeuer, fitteth by the
said Colyton aforesaid to come to the saids place or lake at Colyton aforesaid to the best tyme of the year
and whiche in Coliton aforesaid for the diggynge, rynting, or boughing or makinge of any work or furme for axen in the
same with every plow or otherwise the moste fitteth conveniente way, wch to the said William Shoter his
affigues shall come most fit. And that the said William Shoter his exente & demaynes & agynnes & exente of him shall
from tyme to tyme at all tymes hereafter paye & ffele, free arquited & discharged of & from all the
manners of arrouns fitteth troubldes damageis incumbrances & demandes wch at any tyme or tymes thereafter shall or may be brought
presented or demanded of or against the said William Shoter his exente & demaynes or affigues or any or other of them for any
matter or thinge to be done in Exeter the said landes or groundes or any of them for the better carryinge & conveyance of the said
potwater to the said Towne at the place aforesaid. And that if the said watercourse shall be cutte or the said potwater diverted
& turned out of the course or course wherein the same is to be carryed & conveyed as aforesaid by forcefull or voluntarie act or
act of any person within the said Towne, the said William Shoter his exente & affigues shall be bounde
of & from all arrouns of demandes wch may be made thereon & for the better carryinge & conveyinge of the said potwater to the
same to the said Towne or any tyme & tyme thereabout, and to the contrary therof in any wch way standinge
whereof the parties above named to this & but onelie intercambiale their landes & bales lyes for the day of yere
first above written: 1647.

S called & signed & deliued
in the yere of 1647
Bernard Dayll
John Hulson

J. H. Dayll & Co. Merchant
M. Young

William Shoter