

16. East Omaha Land Company  
To

Omaha Bridge and Terminal  
Railway Company

This indenture, made this 21st day of November a.d. 1909, between the East Omaha Land Company hereinafter called the Land Company, party of the first part, and the Omaha Bridge and Terminal Railway Company, hereinafter called the Terminal Company, party of the second part, corporations organized and existing under the laws of the state of Nebraska, Witnesseth:

Whereas, the Land Company owns a tract of Land comprising Seventeen Hundred (1700) Acres, more or less, located along the Missouri River between one and three miles northwesterly from the Post Office in the city of Omaha in the state aforesaid, which is more particularly shown upon the map hereto attached and made a part thereof; and,

whereas, the Land Company has expended several hundred thousand dollars in improving said lands by clearing the same, and laying out, grading and paving certain streets, and locating certain manufacturing establishments thereon, and preparing generally for the location of future industrial establishments; and,

whereas, the success of the plans of the Land Company depend largely upon adequate trackage facilities and connections for present and future industries and enterprises, which may be established upon its lands aforesaid; and,

whereas, to secure a proper system of trackage, the Land Company on the 1st of April 1889, entered into a contract, with the Union Pacific Railway Company for the construction and operation of a system of trackage upon said lands, under which that Company did construct several miles of track thereon; and,

whereas, on the 23rd day of July, 1893, a contract was executed between the Interstate Bridge and Street Railway Company, predecessor of the Terminal Company, of the first part, the Land Company, of the second part, and Drexel & Company and John Lumber Welsh, Bankers of the third part, by the terms of which the Bridge Company agreed to construct and maintain a bridge across the Missouri River, and Terminal

Tracks, in accordance with the schedule attached to said contract, which contract contained certain provisions requiring the Terminal Company; to purchase of the Union Pacific Company all the tracks, franchises and rights of way; built on the Land of the East Omaha Land Company, or duplicate them;" and which contract also contained certain provisions by which the Land Company agreed to make to the Bridge Company, a conveyance of certain railway rights of way on and over the Land of said Land Company, which said rights of way are to be the same as those theretofore contracted to be conveyed by the said Land Company to the Union Pacific Railway Company; and,

whereas, in carrying out said contract the Terminal Company has constructed a Bridge across the Missouri River, and also established certain extensive tracks and terminal facilities in connection therewith on both sides of the Missouri River and in the cities of Council Bluffs, Iowa, and Omaha, Nebraska, and has also purchased from the Union Pacific Railway Company the tracks built by that Company upon the lands of the Land Company;

and,  
 Whereas, it is deemed best that the system of trackage for the lands of the Land Company shall consist of a belt line surrounding said lands, from which spur or side tracks shall extend north and south to and along the intersecting alley, the same to be located along what is known as Avenue G, East Omaha, from the Nebraska meander line of the Missouri River, surveyed in 1856, to near the west approach of the Terminal Company's Missouri River Bridge, thence northerly by suitable curves to what is known as Avenue M, East Omaha, thence west along Avenue M. to the western limits of the lands of the Land Company, that from said belt line side tracks shall turn out north and south on suitable curves to the alleys which the Land Company may hereafter establish on its lands, in accordance with its general plans,

Now, Therefore, in consideration of the premises and the building by the Terminal Company of the Bridge over the Missouri River, as aforesaid, and the purchase of said tracks from the Union

Pacific Railway Company, and the construction of other tracks, the said East Omaha Land Company does hereby grant, bargain, sell, and convey, unto the said Omaha Bridge and Terminal Railway Company, its successors and assigns, for terminal and railway purposes and uses, the following described real estate, situate in the County of Pottawattomie, Iowa, and in the County of Douglas, Nebraska, to-wit:

Paragraph A.

A strip of Land One hundred (100) feet in width, being fifty (50) feet on each side of the following described line:

Beginning at a point where the East and west middle line of the south half of section 21, Township 75, north of range 114, west of the fifth principal meridian, as the same was originally surveyed, extended west. Intersects the Nebraska meander line of the Missouri River, as surveyed in 1856 thence East along said line to a point one hundred (100) feet west of the East line of said section 21, thence on a six (6) degree curve to the left three hundred twelve and five-tenths (312.5) feet, thence north seventy-one (71) degrees and fifteen (15) minutes East to a point two hundred (200) feet East of the north and south middle line of the Southwest quarter of section 22, Township 75 north of range 114 west of the fifth principal meridian as the same was originally surveyed thence on a curve of six (6) degrees to the left six hundred four and two-tenths (604.2) feet thence north thirty-five (35) degrees East two thousand one hundred sixty-two and three-tenths (2,162.3) feet, thence on a curve of six (6) degrees and forty-five (45) minutes to the left, one thousand eight hundred fifty-one and eight-tenths (1,851.8) feet to the quarter section corner on the north line of said section twenty-two (22), excepting the south fifty (50) feet of the strip aforesaid, lying between the Nebraska meander line of the Missouri River aforesaid and the center of the southwest quarter of section twenty-one (21) aforesaid.

Paragraph B.

Also a strip of Land One hundred (100) feet in width, being fifty (50) feet on each side of the following described line:

Commencing at a point where the north line of the west half of the north east quarter of section 22.

Township 75. North of range 44, west of the fifth principal meridian, as originally surveyed,\* Extended west intersects the Nebraska meander line of the Missouri River in section 10, Township 15, north of Range 13 East of the sixth principal meridian as surveyed in 1856, thence East along said line, Extended East to the present channel of the Missouri River, Excepting that portion of said strip lying between the west line of section 22 aforesaid, Extended north and a line drawn from a point two thousand One hundred thirty-four and forty-four One hundredths (2,134.44) feet north of the quarter section corner on the west line of said section twenty-two (22) to the quarter section corner on the north line of said section twenty-two (22), and also Excepting the north fifty (50) feet of the strip aforesaid from the north and south middle line of section 22, aforesaid, East of the Missouri River.

### Paragraph C.

Also the following described real Estate situate in Douglas County, Nebraska, to wit:

Beginning at a point on the southerly line of the belt line right of way, as herein described, which point is two hundred thirty (230) feet East of the East line of said section 21, thence north seventy-One (71) degrees fifteen (15) minutes East along the southerly line of the right of way of the belt line One thousand Three hundred (1,300) feet, more or less, to a point One hundred (100) feet North easterly from the center line of the permanent structure of the Missouri River Bridge of said Terminal Company, as the same is located, thence South easterly parallel to and One hundred (100) feet North easterly from the said center line of said permanent structure to the Missouri River, thence South westerly along said Missouri River three hundred (300) feet, more or less, to a point fifty (50) feet South westerly from the center line of the present temporary structure of the Missouri River Bridge of said Terminal Company, thence North westerly parallel to and fifty (50) feet South westerly from the center line of said temporary structure to a point One thousand four hundred twenty (1,420) feet west and one thousand three hundred twenty (1,320) feet, south of the center of said section 22, thence westerly to place of beginning

## Paragraph D.

and the following described Land situated in Pottawattomie County, Iowa, to-wit:

Beginning at the South East corner of the Southwest quarter of said section 22, thence north along the north and south middle line of said section 22, to the Missouri River, thence Southwesterly along <sup>and</sup> Missouri River to the South line of said section 22, thence East along said South line of said section 22, to place of beginning.

It is, however, Expressly agreed between the parties hereto that all accretions to the Land described in Paragraph C and D. shall be and are hereby reserved to the Land Company. Except such accretions as may be formed from time to time within the two parallel lines connecting said fences and located each one hundred (100) feet from the center line of the permanent bridge of the Terminal Company across the Missouri River.

It is further agreed that the Terminal Company may locate, construct and operate three tracks upon and along the alley between 10th and 11th streets in East Omaha, Iowa, across Locust street, upon the same terms and conditions herein provided with respect to the occupation and use of other streets.

It is further understood and agreed between the parties hereto that the Land Company does not warrant or defend the title of the lands herein granted to the Terminal Company, except as against its own facts.

The Land Company agrees that it will, whenever it shall deem it Expedient and necessary, lay out its property with streets and alleys running north and south and streets East and West, and hereby agrees to and with the Terminal Company that it shall have the Exclusive right to locate, construct and operate spur tracks from the East and West portions of the belt line aforesaid, across all East and West streets except Locust street, which will in no case, be crossed by a track, except as herein specially provided, and along and across all alleys extending north and south on said Land Company's Lands, including the right of way along suitable and convenient curbs, connecting each alley with the belt line, thereby making it practicable to connect the belt line tracks with the tracks extending along said alley, as shown in green on the map hereto attached:

The right of way and alley aforesaid to be 38 feet in width, having three tracks in each alley, the main track to be located along the middle line of the alley, with turnout and side tracks wherever needed to accommodate the abutting property owners, the middle line of the side tracks to be located six feet four inches from the line of the abutting lots.

The Land Company further agrees that it will not, without the consent of the Terminal Company, convey to any other railroad company, free right of way over or upon its lands, or convey free right of way to any other railroad company or depot company or companies, furnishing or to furnish Terminal facilities, but leave them to acquire any rights therein by condemnation proceedings under the statutes of the state of Nebraska and of Iowa in that behalf provided.

Provided, however, that the Terminal Company shall fulfil all the covenants and agreements hereinafter made with the Land Company, otherwise the Land Company shall have the right to donate, sell or convey to other railroad companies, right of way.

The Land Company agrees that in any plats, dedications, or subdivisions, it will so far as it can legally do so, reserve as against the public and as against its grantee the right to and in favor of the Terminal Company, by express grant and reservation to build all lines described herein, with distinct waiver of any claim for damage to abutting property.

It is also agreed that until they are actually laid out and occupied by the tracks of the Terminal Company, the Land Company reserves the right to modify and change the plan of streets and alleys on its lands in such manner as shall best serve its interest, and that no alleys shown in green on the map hereto attached, except as herein provided shall be occupied by tracks until the Terminal Company shall be notified by the Land Company that said alley has been laid out, and tracks are desired therein for the use and benefit of industries located or to be located along said alley.

The Land Company also agrees that tracks located in and along any or all of said alleys may be used by the Terminal Company for the storage of cars, or any other business of the Terminal Company, provided such use shall not interfere with the use thereof in connection with the industries and establishments located on such alley.

In consideration whereof the Terminal Company hereby agrees that it will from time to time, as business interest of the Land Company, or of any person to whom the Land Company has sold or may hereafter sell, any portion of its Lands or of the Terminal Company, make necessary the construction thereof, build, maintain and operate, switches, spurs, and tracks, Extending northward or southward from the belt line tracks herein decided, to and along the alleys Extending north and south through said Lands, provided always, that free right of way for said tracks be furnished the Terminal Company and that it be secured by release or otherwise from damages to abutting and adjacent proprietors.

The Terminal Company in constructing tracks north and south along said alley, agrees that it will not, under any condition whatever, locate its tracks across Locust street, or any part of it, Except as provided herein.

The Terminal Company also agrees to maintain good crossings on all streets crossed by its tracks, also Flagmen whenever they may be necessary.

The Terminal Company further agrees with the Land Company that it will, upon the reasonable request of the latter, build and operate tracks as quickly and rapidly as possible, to any point on said Lands that may be sold by said Land Company, where the business of manufacturing interest established, or about to be established, may require the use and advantage of Railway or Terminal facilities, provided free right of way therefor shall be furnished if the reasonableness of the request aforesaid is denied by the Terminal Company, and a controversy respecting it arises between the parties hereto, the matter shall be submitted to arbitration as herein after provided.

It is further agreed that whenever the Land Company shall request the Terminal Company to construct a track from the belt line to and along any of the alleys herein provided for, the parties hereto shall agree upon a suitable and convenient curve to connect the same with the belt line, and if they cannot agree it shall be submitted to arbitration as herein provided.

It is further agreed that if any dispute shall arise between the parties hereto regarding the proper construction of any of the provisions of this agreement, or with respect to the rights and obligations of either of them, the controversy shall be submitted to a board of arbitrators consisting of three

competent and disinterested persons.

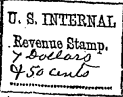
The party desiring the arbitration shall serve the other with a written notice to that effect therein setting forth definitely the matters in dispute, and shall also name a person to act as arbitrator, and the party upon whom such notice shall be served shall also, within ten days of such service, name a second competent and disinterested person to act as arbitrator, and the two persons so as aforesaid named shall select a third of like qualifications and these three shall constitute the board of arbitrators.

If, however, the party upon whom notice shall be served, as aforesaid, shall fail to appoint such second person as arbitrator for the period named, then the party giving such notice shall have the right to name a second - competent and disinterested person to act as arbitrator, and the two thus chosen shall name the third person, and the three thus chosen shall constitute the board of arbitrators.

The board of arbitrators when chosen, shall have full power and authority to investigate all questions involved in the controversy, and to determine the same.

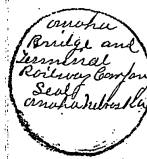
A majority of the board shall have full power to proceed with investigations and determine all questions arising in such proceedings and to render final judgment, and the judgment of the board thus established, shall be final and conclusive between the parties hereto and binding upon them.

In Witness Whereof, the parties hereto have caused their separate corporate seals to be hereunto affixed and the same to be attested by the signature of their respective Presidents and secretaries in presence of the resolution in that behalf of their boards of directors respectively, the day and year first above written



{Copy cancelled}

East Omaha Land Company  
By H. C. Palmer, Vice President  
Attest Alfred B. DeLong  
Secretary.



Omaha Bridge & Terminal Railway Company  
By John R. Webster  
Vice President  
attest John A. Daniels, Secretary



State of Nebraska }  
 County of Douglas }  
 On this 21<sup>st</sup> day of November, A.D. 1899,  
 before me, a Notary Public in and for said  
 County and state, personally came H. E. Palmer  
 vice-President and presiding officer of the board of directors of  
 the East Omaha Land Company, and Alfred B. DeHlong secretary  
 of said Company, to me known to be the identical persons who  
 caused the name and corporate seal of said East Omaha Land  
 Company to be attached to the above and foregoing instrument,  
 and as such presiding officer of the board of directors and secretary  
 as aforesaid, acknowledged the execution of this instrument to  
 be their voluntary act and deed and the voluntary act and  
 deed of the said East Omaha Land Company.

Witness my hand and Notarial seal at my office in  
 the City of Omaha the day and date aforesaid.

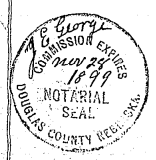
Geo. H. Palmer  
 Notary Public



State of Nebraska }  
 County of Douglas }  
 On this 22<sup>nd</sup> day of November, A.D. 1899,  
 before me, a Notary Public in and for said  
 County and state, personally came John  
 R. Webster vice-President and Presiding officer of the board  
 of directors of the Omaha Bridge & Terminal Railway Company,  
 and John W. Daniels Secretary of said Omaha, <sup>Bridge</sup> & Terminal Railway  
 Company, to me known to be the identical persons who caused  
 the name and corporate seal of said last named Company  
 to be attached to the above and foregoing instrument, and  
 as such presiding officer of the board of directors and secretary  
 as aforesaid, acknowledged the execution of said instrument to  
 be their voluntary act and deed and the voluntary act and  
 deed of the said Omaha Bridge & Terminal Railway Company.

Witness my hand and Notarial seal at my office in  
 the City of Omaha the day and date aforesaid.

J. E. George  
 Notary Public



The State of Nebraska, } ss.  
 Douglas County, }  
 Entered on Numerical Index and filed  
 for record in the Register of Deeds Office  
 of said County, the 21<sup>st</sup> day of November  
 1899 at 4:30 o'clock P.M.  
 THOMAS S. CROCKER, H & W  
 Register of Deeds.

COMPALED