

State of Nebraska } ss: On this 31<sup>st</sup> day  
 County of Douglas } of July A.D. 1899,  
 before me, W. A. Spencer, a Notary Public, duly commissioned and qualified for and residing in said County, and State personally came the above named Joseph Schmitt and M. T. Schmitt who are personally known to me to be the identical persons described in, and whose names are affixed to the foregoing deed as Grantors and they severally acknowledged the foregoing instrument to be their voluntary act and deed for the purposes therein stated.

Witness my hand and Official seal at Omaha in said County on the date last above mentioned.

W. A. Spencer  
 Notary Public  
 in & for  
 Douglas County Nebraska



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 4<sup>th</sup> day of Sept 1902 at 2:30 o'clock P.M.  
 THOMAS S. CROCKER,  
 Register of Deeds.

COMPARED  
 20 & R

10. East Om. Land Co.  
 To  
 Omaha Bridge and Terminal Railway Co.

This Indenture made this 21<sup>st</sup> day of November A.D. 1899, between

the East Omaha Land Company herein after called the Land Company, Party of the first and the Omaha Bridge and Terminal Railway Company, party of the second part Corporation organized and existing under the laws of the State of Nebraska. Witnesseth,

whereas the Land Company owns a tract of land comprising seventeen

SEE  
 PLAT  
 BOOK 230  
 PAGE 502

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 hereof 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 depends 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 1<sup>st</sup> of June, 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 23<sup>rd</sup> day of July 1892 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 Lawber Walsh 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 <sup>requiring the Terminal Company</sup> provisions, "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 Company which said rights of way are to be the same as those heretofore 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 on 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 alleys 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 185-6, 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, and from thence by suitable curves to Avenue G.

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 <sup>Land</sup> 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 Polk Iowa, and in the County of Douglas Nebraska to-wit: Paragraph 1 - 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 44 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 side 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 south-west quarter of section (22) Township 75 north of range 44 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 (2162.3) 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 (1851.8) 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 south-west 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 town of: -

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 and 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 southeasterly parallel to and one hundred (100) feet north-easterly from the said center line of said permanent structure to the Missouri River, thence southwesterly 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 <sup>four hundred twenty (420) feet west of one thousand</sup> to a point 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 situate in Pottawattamie County Iowa town:-

Beginning at the southeast 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 said

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 paragraphs 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 pieces 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 10<sup>th</sup> and 11<sup>th</sup> 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 acts.

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 ~~thirty-eight~~ 30 feet wide, along suitable and convenient curves 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 alleys aforesaid to be 30 feet in width having three tracks in each alley the main track to be located along the middle line of the alley with turnouts 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 the behalf provided  
 Provided however that the Terminal Company shall fulfil all the covenants and agreements herein 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 sub-divisions it will so far as it can legally do so reserve, as against the public and as against its grantees 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 agrees that it will from time to time, as the 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 building maintain and operate switches spurs and tracks extending northward or southward from the belt line tracks herein described to and along the alleys extended north and south through said lands provided always that free right of ways 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 wherever 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 interests established or about to be established may acquire 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 hereinafter 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 to 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 signatures of their respective Presidents and Secretaries in pursuance of the resolutions in that behalf of their boards of directors.

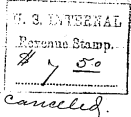
respectively the day and year first above written.

Witness:  
to signature  
of  
H. E. Palmer:



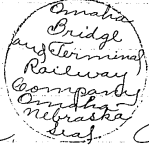
East Omaha Land Company  
By H. E. Palmer Vice President  
attest Alfred B. DeLong  
Secretary

Geo. H. Palmer,



Omaha Bridge & Terminal  
Railway Company  
By John R. Webster  
Vice-President  
attest: John H. Daniels  
Secretary

Witness:  
to Signature



of  
John R. Webster  
Charles C. George

State of Nebraska } ss: On this 21<sup>st</sup> day  
County of Douglas } 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. DeLong 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 acknowl-  
edged 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 } ss: On this  
 County of Douglas } 22<sup>nd</sup> day of Nov-  
 ember A.D. 1899,  
 before me, a Notary Public in and  
 for said County and State,  
 personally came John R. Web-  
 ster vice President and Presiding  
 Officer of the board of directors of  
 the Omaha Bridge & Terminal  
 Railway Company, and John  
 H. Daniels Secretary of said  
 Omaha Bridge & Terminal Rail-  
 way 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 fore-  
 going instrument and as such  
 presiding officer of the board of  
 directors and Secretary as afore-  
 said, 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.

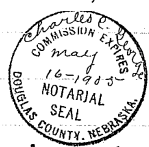
J. E. George  
 Notary Public



State of Nebraska } ss: On this 11<sup>th</sup>  
 County of Douglas } day of July A.D.  
 1901, before me  
 appeared John R. Webster to me personally  
 known who being by me duly sworn  
 did say that he was, on the 21<sup>st</sup> day

of November A.D. 1899 the Vice-President and General Manager of the Omaha Bridge and Terminal Railway Company, a legal corporation, and that the seal, affixed to the above and foregoing instrument purporting to be the seal of said Corporation, was affixed to said instrument on the 21<sup>st</sup> day of November A.D. 1899, and was then and still is the Corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its board of directors and the said John R. Webster Vice-President and General Manager of said Corporation acknowledged said instrument to be the voluntary act and deed of said Corporation.

Charles L. George  
Notary Public.  
in and for said  
County.



State of Nebraska, ss. County of Douglas, } On this 11<sup>th</sup> day

of July A.D. 1901, before me, appeared H. E. Palmer to me personally known, who being by me duly sworn did say that he was on the 21<sup>st</sup> day of November A.D. 1899, and now is, the Vice President of the East Omaha Land Company, a legal corporation, and that the seal affixed to the above and foregoing instrument purporting to be the seal of the said East Omaha Land Company, was affixed to said instrument on the 21<sup>st</sup> day of November A.D. 1899, and was then and still is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said H. E. Palmer Vice President of said East Omaha Land Company acknowledged said instrument to be the voluntary act and deed of said Corporation.



