

Alvin Saunders Trustee } This Indenture made this twentieth day of  
 Do } January, in the year one thousand eight hun-  
 The U. P. R. Company } dred and seventy two by and between Alvin  
 Saunders Trustee of the City of Omaha in  
 the State of Nebraska, party of the first part, and the Union Pacific  
 Rail Road Company party of the second part. Witnesseth, Whereas the  
 Real Estate and premises hereinafter described were conveyed to said party  
 of the first part by divers persons under the direction of a Commission or  
 board of adjustment, appointed by the City of Omaha to make settlement  
 with the owners of certain lots and lauds required by the said party of  
 the second part for depot and transfer grounds, and grounds for right  
 of way, connected with its bridges over the Missouri River, all which lands  
 and premises were paid for by the said City of Omaha, and conveyed to the  
 said party of the first part as aforesaid, to be by him held, in trust for said  
 City during the time required to make such settlement or adjustment, and  
 afterwards to convey the same to the said party of the second part hereto,  
 when directed so to do by said City of Omaha, or with such restrictions and lim-  
 itations as might be deemed necessary to protect the interests of said City,  
 all which will more fully appear on reference to a certain instrument in  
 writing containing a formal declaration of said trust, executed by the said  
 Alvin Saunders, on the thirty first day of August, One thousand, Eight  
 hundred and sixty nine and recorded on the first day of September One  
 thousand eight hundred and sixty nine, in Book seven of Deeds at page  
 two hundred and seventy seven of the Records of Douglas County, in the State  
 of Nebraska. And Whereas the City Council of said City of Omaha, by res-  
 olution passed on the second day of January One thousand, Eight hun-  
 dred and seventy two, did direct the said party of the first part, to make  
 execute and cause to be delivered to said party of the second part, added  
 to the said real estate and premises hereinafter described, subject to the  
 terms, conditions and restrictions of a certain contract of which the fol-  
 lowing is a Copy To Wit: "Agreement made this first day of January in  
 the year of Our Lord one thousand eight hundred and seventy two by  
 and between the Union Pacific Railroad Company, authorized by law of  
 Congress to build a bridge across the Missouri River at or near Council  
 Bluffs Iowa and Omaha Nebraska and its successors, party of the first  
 part, and the City of Omaha Nebraska, and the County of Douglas in  
 the State of Nebraska parties of the second part. Witnesseth, that  
 whereas, the parties herunto desire to arrange for the more perfect  
 connection of any Rail Roads that are or shall be constructed to the  
 Missouri River at or near Council Bluffs Iowa and Omaha Nebraska  
 now in consideration of the premises and the receipt by the party of

(See Rev 5<sup>th</sup>)

the first part of the Bonds of said Douglas County, to the amount of Two Hundred and fifty Thousand Dollars, and in further consideration of the receipt by the party of the first part of a deed from the said City of Omaha to certain real estate in said City, known as the Depot grounds and right of way. The party of the first part for itself and its successors covenants and agrees to and with the said County of Douglas and the said City of Omaha as follows to wit:

First. That it will construct, complete and maintain a Rail Road Bridge over the Missouri River at the said City of Omaha.

(D. Rev. 5<sup>cts</sup>) Second. That the eastern terminus of the Union Pacific Rail Road shall be and remain at said City of Omaha.

Third. That after its Missouri River Bridge at the City of Omaha is completed and ready for use, the said Union Pacific Rail Road Company will make up all its regular west bound passenger and freight trains on the grounds which the people and City of Omaha propose as above to deed to said Union Pacific Rail Road Company and as is already mapped and platted. That is to say, all passengers and freights coming from the east on all lines of road seeking a connection with said Union Pacific Rail Road at its eastern terminus, shall be delivered and transferred to the Union Pacific Rail Road Company upon said Depot grounds where the Union Pacific trains shall be made up for the west, and that said party of the first part will after such bridge completion transfer upon said grounds to the various Rail Roads, that do, or may begin or end, in Council Bluffs or Omaha, all its passengers, baggage, Express matter, mails and freight worth, East or South bound.

Fourth. That said Union Pacific Rail Road Company will within one year from the date hereof, expend its improvements in the building of passenger and freight depots, general passenger and freight offices, <sup>passenger</sup> and transfer and telegraph offices upon said grounds, a sum that shall not be less than one hundred thousand Dollars and to maintain these buildings and offices thereon.

Fifth. All machine - Car Shops and other manufactories, required for the use of said Company at its eastern terminus, all permanent offices of the Company required for the transaction of its business, including the land department, General Superintendent's Offices, General passenger and freight Offices, Warehouses for the Company's use, shall be erected and maintained at Omaha.

Sixth. That under proper rules for their regulation to be prescribed by said party of the first part the trains, Cars and Engines of all Rail Roads now or hereafter running into or out of Omaha and Council Bluffs, shall have unobstructed access and transit to and over

(Ch. No. 5 etc.)

said Bridge and its approaches, and such roads shall have the right to take, or cause to be taken, their trains, cars and engines, with their freight and passen gen<sup>er</sup>al over and across said Bridge and its approaches at reasonable compensation, without discrimination, hindrance, preference or delay, Provided however that the Union Pacific Rail Road Company shall in all cases have the option of substituting its own engines for those of such other roads in the operation of its said Bridge receiving reasonable compensation therefor. The object of this clause being to make a virtual and operating connection upon said transfer grounds, between all the Rail Roads desiring such connection which do or may begin or end in or pass through Omaha or Council Bluffs, and the trains and business of said Roads; In witness whereof the said party of the first part has caused these presents to be executed in triplicate by its Vice President hereby binding said Union Pacific Rail Road Company, and its successors to the covenants and agreements herein contained, and the parties of the second part by their authorized officers have hereunto set their hands in triplicate the day and year first above written" +

Which said Contract was duly executed and delivered by the triplicate parties thereto. Now therefore in consideration of the premises, and the sum of one dollar in hand paid, the receipt of which is hereby acknowledged - the said party of the first part does hereby grant, sell and convey unto the said party of the second part and to its successors, the following described real estate situate in the City of Omaha, County of Douglas and State of Nebraska and bounded and described as follows: That is to say, Lots six and seven in Block Two hundred and one - Lots five, six, seven and eight in Block Two hundred and two, Lots five, six, seven and eight in Block Two hundred and four, Lots five, six and seven in Block Two hundred and fifteen, Lots five, six, seven and eight in Block Two hundred and sixteen, Lots one, two, three, four, five, six, seven and eight in Block Two hundred and seventeen, Lots one, two, three, four, five, six, seven and eight in Block Two hundred and eighteen, Lots one, two, three, four and eight in Block two hundred and nineteen, Lots three and four in Block two hundred and twenty three, Lot seven and all that part of lot eight not heretofore conveyed to said Rail Road Company in Block Two hundred and twenty four, The undivided <sup>one</sup> half of lot eight in Block two hundred and twenty six, Lot four in Block two hundred and twenty seven, Lot one in Block two hundred and thirty four, Lots one, two, three, four and the south eighty seven feet of lot eight in Block two hundred and thirty five, Lots two, four, five, six and seven in Block two hundred and thirty six! Also the following described fractional parts of certain other lots in said City of Omaha being these parts of the same embraced within the lines of said depot and transfer grounds and grounds for right-of-way as shown upon the plat of said grounds, on file in the office of the Probate

(In Rec. 5 etc.)

Judges of said County of Douglas the same as conveyed to me as here-  
 in before set forth and being the approximate areas in square feet off  
 from each of such lots as here described, that is to say. The south  
 erly forty six hundred and twenty square feet of lot five, and the  
 southerly seventy five hundred and ninety square feet of lot eight in  
 Block Two hundred and one. The southerly, sixty six hundred and  
 ninety nine square feet of lot five, The southerly fifty seven hun-  
 dred and seventy five square feet of lot six. The southerly forty five  
 hundred and fifty four square feet of lot seven, and the southerly  
 twenty nine hundred and four square feet of lot eight in Block  
 two hundred and three. The southerly thirteen hundred and eighty  
 six square feet of lot two, and the southerly twenty seven hundred  
 and six square feet of lot three in Block two hundred and four.  
 The southerly twenty five hundred and eight square feet of lot  
 eight in Block two hundred and five. The northerly thirty three  
 hundred square feet of lot five, the northerly forty six hundred and  
 twenty square feet of lot six, and the northerly fifty nine hundred  
 and forty square feet of lot seven in Block Two hundred and nineteen.  
 The northerly eleven hundred and fifty five square feet of lot  
 four in block Two hundred and twenty two. The northerly fifty  
 six hundred and ten square feet of lot one in Block two hundred  
 and twenty three. The northerly fifty six hundred and ten square  
 feet of lot two. The northerly forty one hundred and ninety one  
 square feet of lot three, and the northerly twenty seven hundred  
 and six square feet of lot four in block two hundred and thirty  
 four. The northerly six hundred and sixty square feet of lot five,  
 The northerly twenty three hundred and ten square feet of lot six, and  
 the northerly forty four hundred and fifty five square feet of lot seven  
 in Block two hundred and thirty five. Also a tract of land bounded  
 and described as follows, commencing at a point three hundred  
 and forty six feet, north of the south west corner of lot four in Sec-  
 tion twenty three, in Township fifteen, north of Range thirteen east  
 of the sixth principal meridian, and running thence north fifty feet,  
 thence east four hundred and ten feet, thence south fifty feet and thence  
 west four hundred and ten feet to the place of beginning, also the  
 south half of the following tract of land bounded as follows, to wit:  
 commencing at a point thirty two rods, north of the South west corner  
 of fractional lot four in section twenty three in Township fifteen, north  
 of range thirteen, East of the sixth principal meridian, thence south  
 along the west line of said lot one hundred and thirty two feet, thence  
 east one hundred and ninety eight feet, thence north one hundred and

(In Rec. 5 etc)

thirty two feet, thence west one hundred and ninety eight feet to the place of beginning, the same being in section twenty three in said Township and Range hereby limiting the uses of all said premises to the legitimate purposes of depot and transfer grounds and grounds for right of way and approaches to the said Missouri River Bridge, subject to the conditions and restrictions contained in the contract above recited, and provided further; that in case said premises or any part thereof be abandoned or disused, or converted to any other than the uses and purposes herein before limited, then the same shall revert to and become the property of the said City of Omaha.

In testimony whereof, the party of the first part has hereunto set his hands the day and year first above written

Alvin Saunders  
Trustee

In presence of  
W. B. Bendy  
A. J. Poppleton

The State of New York  
County of New York

On this Twenty sixth day of January 1872, before me a Notary Public in and for said County, personally appeared Alvin Saunders Trustee, to

me personally known to be the identical person whose name is subscribed to the foregoing instrument as grantor and he acknowledged the execution thereof to be his voluntary act and deed as such Trustee.

Witness my hands and notarial Seal the date aforesaid

W. B. Bendy  
Notary Public

(In Rec. 5 cts)

Recorded February 2<sup>nd</sup> 1872  
at 2 1/4 O'Clock P. M

Wm H. James  
County Clerk

John R. Porter & Wife  
To  
Omaha & S. M. R. R. Co

Know all men by these presents that I John R. Porter and Jane W. Porter, his wife of Omaha Neb. for the consideration of one dollar in hand paid by the Omaha and South

Western Rail Road Company, a corporation organized under the general laws of the State of Nebraska, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said Rail Road Company and to their successors and assigns forever, the following piece or parcel of land situate in the County of Douglas and State of Nebraska, to wit: A strip of land through any and all lands which we or either of us may own in said County south of Omaha City limits on the line of the said Rail