

2. AGREEMENT.

The Byron Reed Company, et. al.
to
Omaha Electric Light and Power Co.

} THIS AGREEMENT Made this 9th day of February 1910, by and
} between The Byron Reed Company, A. L. Reed, Richard S.
} Hall, Trustee, and J. A. Perkins, Trustee, and Thede B.
} Reed, parties of the first part, and the Omaha Electric

Light and Power Company, party of the second part, Witnesseth:

WHEREAS the parties of the first part are the owners of the following described property situate in the County of Douglas and State of Nebraska, and known and described as follows, to-wit:

All that part of Government Lot Three (3) in Section Twenty-three (23) Township Fifteen (15) Range Thirteen (13) East of the Sixth Principal Meridian (6th. P. M.,) extending from a point opposite the North line of Leavenworth Street in the City of Omaha, as it would be if it were extended, to the North line of Jackson Street in said City, as it would be if extended, and lying east of the Omaha and South-western Railroad Company's right of way, and

WHEREAS the said parties of the first part have heretofore leased from year to year to said party of the second part an easement or right of way for its water pipes over and through said ground east of Jones Street as it now exists, and between the north and south lines of Jones Street, as it would be if extended, eastward to the Missouri River.

NOW THEREFORE, this agreement witnesses that said parties of the first part hereby have demised, leased and let, and by these presents do demise, lease and let perpetually to said party of the second part a strip of ground twenty-five (25) feet wide running east and west across said land whereon the in-take and pipe used by said party of the second part is now constructed, with full right of access by said party of the second part and its agents over the above described tract of land owned by said parties of the first part, as may be necessary to maintain and protect said pipe line and said in-take, but expressly confined to the land lying east of Jones Street, as it now exists, and between the north and south lines of Jones Street as it would be if extended eastward to the Missouri River, and it being expressly understood that said right of way shall not in any way interfere with the use of said Lessor's bridge south of Jones Street, or the land reached thereby, and it is expressly agreed and understood that this lease shall not be assigned nor said premises under-let, without the written consent of the said parties of the first part indorsed hereon.

TO HAVE AND TO HOLD the same unto the said Lessee perpetually. And the said party of the second part, in consideration of the leasing aforesaid, doth hereby agree to pay as rent for said premises the sum of One Dollar (\$1.00) and other valuable considerations. And it is further expressly agreed and understood by and between the parties hereto, that in case the rent above reserved, or any part thereof, be not paid at the time the same becomes due and payable, or if any other condition or agreement herein contained on the part or behalf of the said party of the second part, be not by it fully complied with and performed, then and in that case the said parties of the first part shall have the right at their option to declare this Lease terminated and to re-take immediate possession of said premises, and to put out and remove any person occupying the same. It is understood that the covenants and agreements in this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

(EXECUTED IN TRIPLICATE.)

IN PRESENCE OF
William Haffke

*The Byron Reed Company
Corporate Seal
Omaha, Nebraska*

THE BYRON REED COMPANY.

By Abraham L. Reed, President.
A. L. Reed.
Thede B. Reed
Julius A. Perkins, Trustee
By A. L. Reed Attorney in fact
R. S. Hall, Trustee

OMAHA ELECTRIC LIGHT AND POWER COMPANY.

F. A. Nash, President.

STATE OF NEBRASKA,)
)SS.
COUNTY OF DOUGLAS.)

ON this 9th day of February 1910, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named A. L. Reed, President of The Byron Reed Company, A. L. Reed, Thede B. Reed, A. L. Reed attorney in fact for Julius A. Perkins, Trustee, and R.S. Hall, Trustee, personally known to me to be the identical persons whose names are affixed to the foregoing instrument in the capacities just indicated, and the said A. L. Reed, Thede B. Reed and R. S. Hall, Trustee, acknowledged said instrument to be their voluntary act and deed and the said A. L. Reed acknowledged said instrument to be his voluntary act and deed as President of the Byron Reed Company and as attorney in fact for Julius A. Perkins, Trustee, and acknowledged said instrument to be the voluntary act and deed of the said The Byron Reed Company and of Julius A. Perkins, Trustee.

WITNESS my hand and Notarial Seal at Omaha, in said County, the date above written.



William Haffke,
Notary Public.

STATE OF NEBRASKA,)
)SS.
County of Douglas.)

ON this 9 day of February A. D. 1910, before me, a Notary Public in and for said county, personally came F.A. Nash, President of the OMAHA ELECTRIC LIGHT AND POWER COMPANY, a corporation to me personally known to be the identical person whose name is affixed to the above instrument as president of said corporation, the lessee and acknowledged the execution of the same to be his voluntary act and deed for the purposes therein expressed, and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the day last above written.

Notary Public.

THE STATE OF NEBRASKA,)
DOUGLAS COUNTY,)

Entered on Numerical Index and filed for Record
in the Register of Deeds Office of said County, the
15th day of February 1910 at 3:10 o'clock P. M.,

Frank W. Bandle,
Register of Deeds.

Compared by