

MISCELLANEOUS RECORD NO. 37

PR. BY OMAHA PRINTING CO., OMAHA—12186

In case the second party, his legal representatives or assigns shall pay the several sums of principal and interest aforesaid, punctually, and upon the surrender of this contract, then the first party will cause to be made and executed unto the said second party his heirs or assigns, a deed conveying said premises in fee simple, with ordinary covenants of Warranty, subject however, to the reservations and conditions of this contract. And subject to the City taxes for the year 1917, and all subsequent years, also Nine (9) instalments of paving and curbing taxes.

It is hereby agreed and covenanted by the parties hereto that time and punctuality are material and essential ingredients in this Contract, and in case the second party shall fail to ^{the} make payments aforesaid, including taxes and assessments, each one punctually, then this Contract so far as it may bind said first party, shall become utterly null and void, and all rights and interest hereby created in favor of the second party, shall utterly cease and determine, and the right of possession in said premises shall revert to said first party, without any rights of second party of reclamation or compensation for moneys paid.

It is further understood and agreed that the Deed of Conveyance shall contain a clause that said lot shall be used for dwelling purposes only for at least a period of (25) years from this date unless grantor shall consent to other use in writing, and that no improper or objectionable business or occupation will be allowed on said premises.

It is also expressly understood and agreed that when Deed for said premises is made it will contain a clause restricting the use of said premises to the purpose as named in this contract and no spirituous or male liquors shall be sold or bartered away on premises.

No assignment of this Contract shall be valid without the written consent of the first party endorsed hereon.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed in duplicate and have set their names on the date above written.

Witness:

Charles W. Martin
Lee G. Lowry

State of Nebraska,)
Douglas County.)

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 21st day of March, A. D. 1917, at 12.05 o'clock P. M.

Harry Pearce
Register of Deeds.

Compared by, P&O

2. Lease.

OMAHA Electric Light & Power Co. ✓)

to

Chicago, Burlington & Quincy R.R. Co.) ✓

THIS LEASE Made and entered into this 9th day

of February A. D. 1917, by and between the Omaha Electric

Light and Power Company, a corporation organized under

the laws of the State of Maine, party of the first part, hereinafter referred to as the "Electric

Light Company", and Chicago, Burlington & Quincy Railroad Company, a corporation organized under

the laws of the State of Illinois, hereinafter called the "Railroad Company", party of the second

part;

WITNESSETH: That for and in consideration of the sum of one (\$1.00) dollar in hand paid by each party to the other party, the receipt of which is hereby acknowledged, and the further covenants and agreements hereinafter contained to be kept and performed by each party, the

MISCELLANEOUS RECORD NO. 37

Electric Light Company hath demised, leased and let, and by these presents doth demise, lease and let unto the Railroad Company for a period of ninety-nine (99) years from the date hereof, that certain real estate situate in the City of Omaha, County of Douglas and State of Nebraska, described as follows, to-wit:

The undivided one-half ($\frac{1}{2}$) of all that part of Government Lot three (3) in Section twenty-three (23), township fifteen (15) north of range thirteen (13), east of the 6th P. M., to-wit:

Commencing at the point of intersection of the north line of Jones Street in the City of Omaha, extended east, with the east line of the right of way of Omaha and Southwestern Railroad Company; and running thence north one hundred and fifty (150) feet along the right of way of the Omaha and Southwestern Railroad Company; thence due east to the east line of Government Lot three (3); thence south to the north line of Jones Street, extended east; thence west to the place of beginning.

The Electric Light Company reserving to itself its intake and underground pipe line or conduits and the right of access thereto from this lease, and the right to construct other pipe lines or conduits underneath the surface of the ground in accordance with the terms and conditions hereinafter mentioned.

The Railroad Company may fill said property with earth, rock, building material, debris and other similar material to such line inside of the harbor line established by the United States Government as may be agreed upon by the engineers of the parties of the first and second parts, with the understanding that the line of such fill shall not be so far east as to interfere with the water supply at the intake or intakes of the party of the first part now or hereafter built by it, it being further understood that said railroad company agrees, if deemed necessary by said railroad company's engineers, to rip-rap, mattress and protect from undercutting of the river said property so filled by it, with the understanding, however, that said railroad company shall not be liable for damages which might occur to the property of the Electric Light Company from action of the river after such improvement and protection had been undertaken by the Railroad Company according to its best information and judgment.

The Railroad Company hath demised, leased and let, and by these presents doth demise, lease and let unto the Electric Light Company for a period of ninety-nine (99) years from the date hereof, certain rights as follows, to-wit:

The right to construct as many tunnels, conduits or pipe lines, as well as the right to maintain such of same as it has heretofore constructed, under the right of way and the tracks of the Railroad Company, from any point to other points in said lots 3 and 4 between the south line of Leavenworth Street produced and a line drawn parallel to, northerly from and one hundred fifty (150) feet distant from the north line of Jones Street in the City of Omaha, Douglas County, Nebraska, produced, measured along the easterly line of the right of way of the Railroad Company, as in the judgment of the Electric Light Company may be useful or appropriate to its business.

The Electric Light Company shall be liable, however, for all expense of construction of such tunnels, conduits or pipe lines, including excavating and also including the support of the present tracks of the Railroad Company, or tracks hereafter to be built by the Railroad Company upon its premises, so that the use and operation of said tracks shall be in no way hindered during the construction of such underground tunnels, conduits or pipe lines excepting, however, the Railroad Company agrees to support the new track or tracks that it may lay on the property of the said Electric Light Company under this lease, during the period of such underground construction, at its own expense, or cut and remove temporarily its track or tracks at point of such underground construction during the period of its construction.

MISCELLANEOUS RECORD NO. 37

The said tunnels, conduits or pipe lines, including the support of tracks, shall be constructed, maintained and conducted in such manner and at such time or times and of such material as shall meet with the approval of the superintendent or engineer of the Railroad Company, and shall not hinder, delay or endanger the operation of engines, trains, cars or business of the Railroad Company over its track or tracks now laid or hereafter to be laid on said premises of the Railroad Company or in any manner interfere with the present or future use of the surface of said premises.

In the event that the Electric Light Company shall fail to maintain said tunnels, conduits or pipe lines in a manner satisfactory to the Railroad Company, the Railroad Company shall have the right, if it elects so to do, to perform said work at the expense of the Electric Light Company, the Electric Light Company agreeing to pay the entire cost thereof upon receipt of bill from the Railroad Company.

The Electric Light Company shall not enter upon said premises for the purpose of constructing, maintaining, extending or removing said tunnels, conduits or pipe lines except upon forty-eight (48) hours notice to the Superintendent of the Railroad Company, and then only under his direction and supervision. If deemed necessary by the Railroad Company, the Electric Light Company shall at its own expense, support the track or tracks of the Railroad Company, under the Railroad Company's directions, while the work of constructing, maintaining, extending or removing said tunnels, conduits or pipe lines is going on, on the premises of the Railroad Company.

The Electric Light Company further covenants and agrees that it will at all times during the existence of said tunnels, conduits or pipe lines upon the Railroad Company's Premises, keep and maintain the soil over the same thoroughly compacted and the grade even with the adjacent surface of the ground, and the Electric Light Company further covenants and agrees that it will at all times protect, indemnify and save harmless the Railroad Company from all claims, demands, judgements, expenses for injury to or death of persons, or damage to property of any person or persons whomsoever, including both parties hereto and their employes in any manner arising from or growing out of the construction, maintenance, repair, extension, existence use or removal of said tunnels, conduits or pipe lines, it being the intention that the Railroad Company shall be held harmless by the Electric Light Company regardless of whether or not the claims for injury death or damage should arise from the negligence of the Electric Light Company or its employes in connection with the construction and use of said tunnels, conduits or pipe lines.

The Railroad Company shall pay the taxes upon the land herein leased to it by the Electric Light Company, during the term of this lease, and the Electric Light Company shall pay all taxes upon its improvements located upon, under or across the land so leased to the Railroad Company and also pay the taxes on its improvements underneath the surface of the ground upon the property of the Railroad Company if any taxes are assessed.

It is further agreed and understood that all leases or contracts heretofore made between the parties hereto affecting the use of the premises above described, for the purposes herein mentioned, shall upon the date of the execution of this lease expire and are hereby declared to be canceled.

And both parties further agree that at the termination of this lease, each party will quietly and peaceably yield up possession of the premises unto the other party, in as good condition as same were when entered upon, each party to remove its property or improvements from the premises of the other party and leave the ground in level condition. It is understood that the covenants and agreements in this lease shall succeed to and be binding upon the respective successors and assigns of the parties hereto.

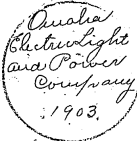
WITNESS THE HAND OF the Omaha Electric Light and Power Company by its President and

MISCELLANEOUS RECORD NO. 37

Secretary, duly authorized by the Board of Directors of said Company; also the hand of Chicago Burlington & Quincy Railroad Company by its President and Secretary, duly authorized by its Board of Directors.

In presence of,

Mary B. Mickel



OMAHA ELECTRIC LIGHT AND POWER COMPANY

By Geo. H. Harries,

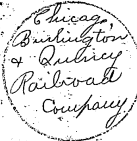
President.

Attest:

S. E. Schweitzer, Secretary

In presence of

J. R. King.



CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By Hale Holden,

president.

Attest:

H. E. Jarvis, Ass't. Secretary.

Form Approved:

As to form, F. S. Robinson, Attorney.

As to property interests,

E. M. Westervelt Land & Industrial Commissioner

As to Description:

F. T. Darrow Engineer M of W.

Form Approved

W. D. McHugh, Counsel.

State of Nebraska }
Douglas County. } SS.

On this 21st day of February, A. D. 1917, before me, a Notary Public in and for said county, personally came the above named Geo. H. Harries, President, and S. E. Schweitzer, Secretary of the Omaha Electric Light and Power Company, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date aforesaid.

Mary B. Mickel,

Notary Public



My commission expires Nov. 24, 1922.

State of Illinois }
Cook County. } SS.

On this 9th day of February, A. D. 1917, before me, a Notary Public in and for said county, personally came the above named Hale Holden, President, and H. E. Jarvis, Asst Secretary, of the Chicago, Burlington & Quincy Railroad Company, who are personally known to me to be the identical persons whose names are affixed to the above instrument as such President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date aforesaid.

W. S. Burley,

Notary Public.



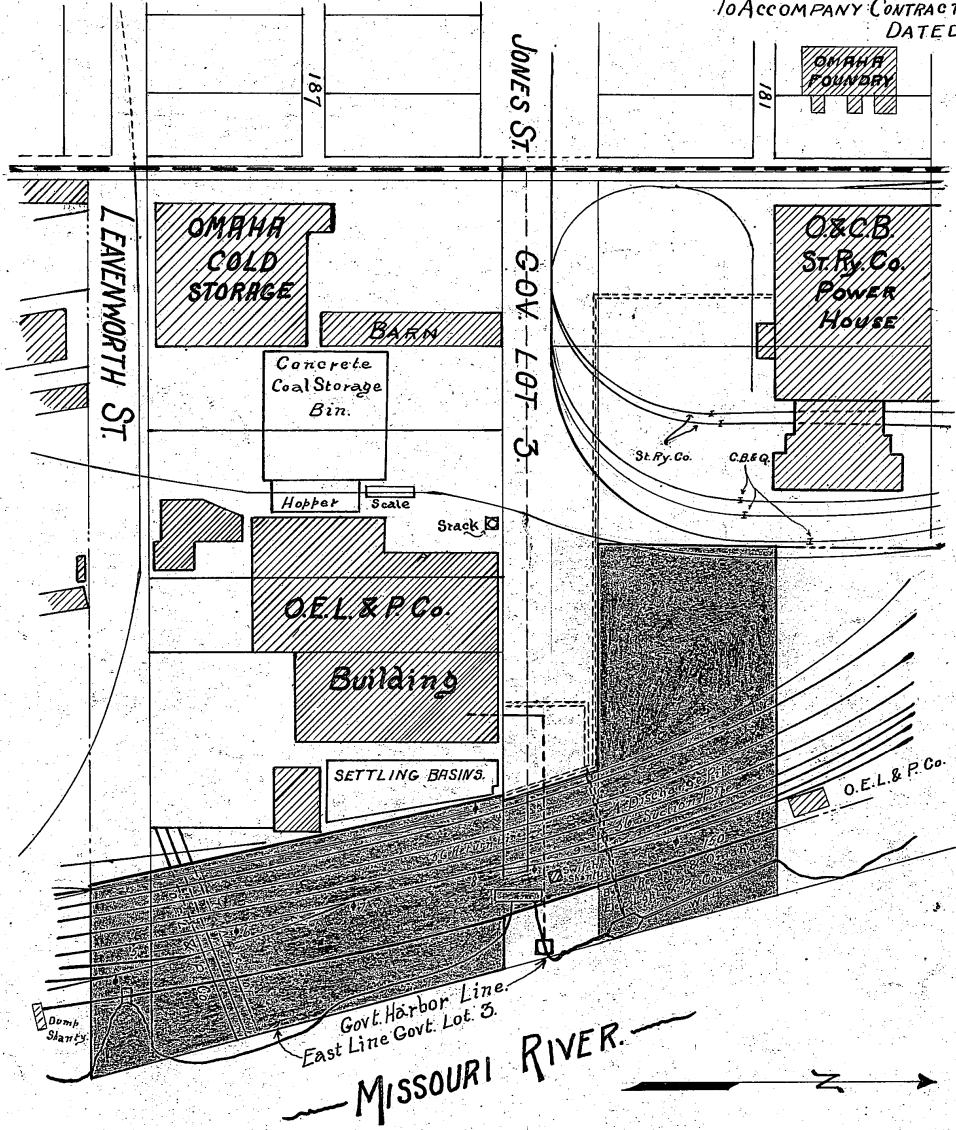
My commission expires Oct 4th, 1918.

MISCELLANEOUS RECORD NO. 37

371

2. REP. BY OMAHA PRINTING CO., OMAHA 13103

To ACCOMPANY CONTRACT:
DATED:



LEGEND

-Red- Land owned by C.B. & Q.R.R. Co., over which rights are Leased to Omaha Electric Light and Power Company.
-Green- Land owned jointly by Byron-Reed Co., and O.E.L. & P.Co. Leased to Chicago, Burlington and Quincy Railroad Company.

C. B. & Q. R. R.
Omaha - Division
Joint use of ground at foot of Jones St.
OMAHA- DOUGLAS - CO. NEBR.
Scale 1" = 100'
Nov. 11, 1916.
Office of Eng'r. M.W. C. B. & Q. W. Lincoln, Nebr.
P. W. R. 39744.
Correct: ° °
Eng'r M W. LinesWest.

State of Nebraska.)
(SS.
County of Douglas.)

Entered on numerical index and filed for record in the Register of Deeds office of said County, the 21st day of March A.D. 1917 at 1.40 O'clock P.M.

Harry Pearce.

Register of Deeds.

Compared by. P&O
