blacked out year is 1881

CLAUSE 1. This indenture, made this 11th day of Ostober, A. D. Trustees of the Cincinnali Southern

grant, denise, and lease unto the said party of the of said Sinking Fund, hereto affixed, for and in consembly of the State of Ohio, passed on the eighteenth under and in pursuance of an Act of the General Asoud part to be paid, kept, and performed, does licrely sideration of the rents, covenants, and agreements of said Sinking Fund, evidenced by the signature of eighty-one, entitled "An Act supplementary to the and fifty thousand inhabitants," party of the first first class, having a population exceeding one hundred sixty-nine, entitled "An Act relating to cities of the the 4th duy of May, one thousand eight hundred und the General Assembly of the State of Ohio, passed on hereinafter mentioned, by the said party of the secpursuance of an award made under said last mea-Trustees of the Sinking Fund of said city, and in vided by the Trustees of the said railway and the terms and conditions which have been fixed and prohabitants, passed May 4, 1809," in conformity to the lution exceeding one hundred and lifty thousand inday of Murch, one thousand eight hundred and Pacific Unitway Company, party of the second part. part, and The Cincinnati, New Orleans and Yexas Ruilway, sphointed under and by virtue of an Act of Joseph Longworth, President of the Board of Trustees tioned act, and with the approval of the said Trustees het relating to cities of the first class, having a popu-Witnessetif: That the said party of the first part

second part, for the term of twenty-five years, from orans of urm, the 12th day of October, one thousand eight hundred

and eighty-one, the line of railway known as the Cin-

ffrital thuse.

conduct the business of said railway, visions of this lease, and to maintain, operate, and the second fairt to carry out and perform the proappertaining to said road, held by said party of the gether with all such rights, privileges, and franchises enlycets, turnels, water stations, wharves, inclines, first part, as may be necessary to enable the party of faither, or operating said railway may be placed, to reniences used or to be used in constructing, mainpart, whereon the said and other like works and conto or hereafter acquired by said party of the first turn-outs, turn-tubles, and the rights of way belonging and superstructure of said railway, with the tracks yards, telegraph posts, and wires, and the road-bed other grounds, buildings, bridges, vinducts, fences, offices, stations, shops, sheds, depots, car houses, and and conveniences of the said railway, including the one lerations to the other, together with all the works completed so as to udult of the jassage of cars from in the State of Tennessee, and which railway is now terminus in Chattenooga, in the County of Hamilton minus in Cincinnali, Hamilton County, Ohio, to its einenti Santhurn Itailway, extending from its ter-

money of the United States of America, at the Tren of the first part, its successors and assigns, in hawful the second part suversuls and agrees for itself, its successors and assigns, every year, the reals, laxes representatives and assigns, to pay to the said party The amuel rest hereby reserved, which the party of said party of the second part to be kept and performed units and agreements bereinafter set forth, and by ussessments, and charges bereinafter specified, and therefor nato the said party of the first part, their twenty-five years from the dute first above written, of the second part for and during the full term of keeping and performing all and slingular the rose the said party of the second part yielding and paying Curuse 2. To Hove and to Hold to the said party

> on the 12th days of January, April, July and October sury of the City of Cincinnati, Ohio, payable quarterly shall be the sums following, to-wit: in each and every year of said term hereby granted

hundred and fifty thousand (\$1,250,000) dollars. hereby granted, the annual rental of one million two of one million and ninety thousand (\$1,090,000) dolyears of the term hereby granted, the annual rental hereby granted, the unmust rental of one million hirs; during the third term of five years of the term must rental of nine hundred thousand (\$900,000) doll hereby granted, the annual rental of cight hundred lars; during the fifth period of five years of the term (\$1,000,000) dollars; during the fourth period of five iod of five years of the term hereby granted, the an thousand (\$800,000) dollars; during the second per-During the first period of five years of the term

such charges, through, upon or against said property, by any governmental authority capable of enforcing that all governmental charges upon the aforesaid thereof, it being the true intent and meaning hereof or any part thereaf, or upon my business or earnings, authority whatsoever upon the premises hereby leased, which may be levied, assessed or imposed during the assessments, duties, imposts and charges whatsoever us often as they shall become due, any and all taxes, change during the term hereby granted. same, shall be assumed and satisfied by the party of or the corporation owning or the party leasing the property or income therefrom, which may be imposed or income of the same, or by reason of the ownership term bereby granted, by my government or lawful further covenants and agrees to pay and discharge, the second part hereto, however the forms thereof may CLAUSE 3. And the said party of the second part

further covenuits and agrees with the party of the first part, that before possession is given under this Chause 4. And the said party of the second part Leace to purchase

Other Base pay-

leser to de oil re-pairs, replacements and repressis. so chosen,

each of the parties hereto, and the fifth by the valuers impartial valuers, to be chosen as follows: two by escertained by a majority of five disinterested and leased railway. The value of said property shall be to the said party of the second part for use upon said shall thereupon assign, transfer and deliver the same telegraph poles, and other railway supplies which piements, furniture, fuel, material, cross ties, rails, paint, to the satisfaction of said first party the value rause to be paid, to said first party, or secure to be lease, the said party of the second part shall pay, or

excounted believe with permanent structures of stone and iron; the conequipment, and all necessary station houses, plat lasting of the entire road; a suitable block signal tional side fracks and switches, and the thorough but struction of not less than twenty-five miles of addireplacing all other wooden trestle works and bridges nil wooden treatle-works requiring to be filled, and timbered tunnels which require weching; the filling of stone, of the tunnels now lined with timber, or unclude, among other things, the arching, with brick or to be made by the party of the second part shall inand kept by this lease, and such repairs and renewals and condition in which they are required to be pul ments thereon, in such thorough repair, working order surrender the same, with all additions to and improvedition, and at the end of this lease will redeliver and the line of telegruph between the termini, and will part that said party of the second part will, whenever thereof, in thorough repair, working order and conmaintain, preserve and keep the same, and every part the said line of railway and its appendages, including needed, do all require, replacements and renewals on ther covenants and agrees with the party of the first Chause 5. And the party of the second part fur

> ... of passenger trains, and the regular transaction of the material, and of not less weight than sixty pounds to upproved form, and of steel, or the most approved and in the condition of a first-class single-truck railthe premises, upon the termination of this lease, the chutes, reservoirs, tanks, fencing and other similar works; and shall be such that upon the surrender of freight business of the road the yard, and throughout the entire line of the road road, with the rails of the main truck of the most entire line of railway shall be complete in all respects forms, callle peas, tool houses, engine houses, conf in a safe condition for the rapid and smooth movement

shall then belong to said party of the first part, who

of all focumptives, rulling stock, machinery, tools, im-

respect thereto as if it had become the owner thereof. of the same shall be preserved, chromraged and de required of, or be obligatory upon the lessee or said and doing every) act and thing that may by have be itself the same futies. Inbilities and obligations in of, the said party of the second part taking upon payment of any costs, expenses, claim, liabilities, clansave harmless the party of the first part from the line of railway, and firther that it will pay and of such business, as the sume may arise or be reasonmodated in respect thereto with all practicable conveloped, and that the same shall di all times be done with rolling stack and equipment aglibat the business time of traitway and its appendages, or any part thereto maintain, develop and jincrease the business of said cured, and that all reasonable efforts shall be used ably anticipated, shall be fally provided for and sewith safety and expedition, and the public accomprovide and keep the said line of failway supplied possession, control, hanivement and operation of sair uges and demands whatsoever arising out of the veniences and facilities, and that all future growth first part, that the said party of the Encoud part will CLAUSE 6. And the said party of the second part leave to comp further covenants and agrees with the party of the trans-

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partly of the first part; its successors or assigns. And that in the operation of anid railway the said lesses will not discriminate against the citizens of Gincinnati in carrying freight or passengers on said line of railway, noy against freight or passengers from other cultivous terminating in said city, and will charge and receive only the same and no more for the same sprvices in transporting to and from said city, freight and passengers going to and coming from one of said roads that it charges and receives from those going to a coming from any other of said roads.

pres presentations no test to park a subtility. successors and assigns, shall have a lien which is the first part that the said party of the first part, its way, which lien shall be prior and preferable to any equipment, including engines, cars, tenders, tools, second part, its successors and assigns, during the ments thereof that may be made by the party of the its successors and assigns, and to secure the faithful of the rents, taxes and assessments hereby reserved apperbilishing to, or used in the operation of said railerested, and the interest of the lessees in the premises hereby reserved to the lessor upon the term hereby lease to be by the said party of the second part kept performance of the covenants by the terms of this and to be paid by the said party of the second part and all other liens whatsoever, to secure the phymeni machinery, materials, furniture, and other property term hereby granted, and upon the rolling stock, hereby leased, and in all additions to and improvefurther coverants and agrees with the said party of CLAUSE 7. And the said party of the second part

CLAUSE 8. And the said party of the second part further covenants and agrees with the said party of the first part that it will not change the gauge of the railway or any part thereof, nor add or lay any other gauge thereon, without the written consent or fivense of the said party of the first part; nor will the

suid leasee assign this lease or underlet the said line for railway, or any part thereof, without the like railway. Written consent as aforesaid, approved by the Trustees of the Sinking Fund of the City of Cinclanati, to such assignment or underletting; and such license or consent to do either of the acts aforesaid shall not wholly release the said second party from this covenant, but every such license or consent shall be a waiver or release so far only as respects any act done according to the terms expressed in such license or consent.

and agents, and will provide, furnish, and transport said leased railway, and shall furnish in said office charge sulfable rooms for offices for such agents, as ern Rallway, in conducting their trust, the sum of devolving on said Trustees of the Cincinnati South over said the of railway, free of charge, four times a the Cincinnati Southern Railway and their officers party of the first part may be required to keep. And by the laws of Kentucky and Tennesses the said that the said lessee will likewise furnish free of the said party of the first part and their officers, and with a proper and safe fire-proof vault for the use of free of charge two suitable and convenient rooms, bears and times for the transaction of the business of cinnati, Okio, which shall be open at all reasonable part will keep its principal office in the City of Cinreserved and, further, the said party of the second ly, at the same time and place with the real herein rent herein reserved, to cover the necessary expenses party of the first part, without deduction from the will, during the continuance of this lease, pay to the the first part that the said party of the second part surther covenants and agrees with the said party of year, upon demand, and for the use of said painty of line of rallway bereby leased to the said Trustees of the said losses will issue namual free passes over the tweive thousand dollars per annum, payable quarter. CLAUSE 5. And the said party of the second part

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lime of such employment, or the rendering of such hire or reward, any person or persons who at the service, is a member of the Board of Trustees of will not during the term and continuance of this Trusties of the Sinking Fund of said city, the Clechnali Southern Rullway, or of the Board of attorney, or employee, or to render any service for lease employ or retain in its employ as officer, agent, pendages. And the said party of the second part inspection of said leased line of railway and its ap the first part, a suitable and convenient car, for the

preparation of transport Translega ko ncigiiket sary, in the proper management and operation of said line of railway, to provide lands in the City of change of location shall involve a departure from such kinds and rights as may be necessary for the part, acquire or eater upon, take, and appropriate States of Ohio, Kentucky, and Tennessee, a continu-Cincinnati, or at other points or places on the line of purposes aforesaid; provided, however, that no reserved and to be paid by sold party of the second leduction from the rests and other payments herein poine of the said second party, and without any they shall and will, upon the request of the said piect have the banful power and authority so to do purposes aforeand, and the suid party of the first whenever it shall be found necessary for any of the and agreed by and between the parties hereto that puses aforesaid, it is therefore mutually covenanted propriate such lands or rights of way for the puring power to acquire or to eater upon, take and ap-Cincinaali Southern Railway, under the laws of the whereas, there is vested in the said Trustees of the ages of said cultivay, or for other like purposes; and, of providing additional side tracks, or other appendthe purpose of changing the beation or grade, or minal facilities and the rights of way thereto, or for said raidway, for workshops, depots and other terthe second part at the proper cost and ex-

CLAUSE 10. And whereas it will or may be neces-

land or lands now held by them, and included in this shall be so construed as to prevent said party of the railway. And nothing in this instrument contained the general route originally adected for said line lenance, use and operation of said line of railway. lease, which may become unnecessary for the mainfirst part from selling or conveying any superfluous

such funds and rights, and of the amount to be exact of the General Assembly of the State of Ohio, of three hundred thousand dollars, as provided in the by law for that purpose, being the residue of the sum and will, to the extent of their trust funds, provided agreed by and between the parties hereto, that said chuati, which may be built upon hads not so proequipment, rolling stock, railway supplies and other to, be the sole judges of the location and extent of and other terminal incitities and rights of way therelands in the City of Cincinnati for workshops, depots entitled "An act supplementary to the act relating Trustees of the Cincinnati Southern Railway shall or terminal freight or passenger buildings at Cining said line of railway, nor any workshops, depois the termination of this lease the property to be sur-rendered to the lessor shall not include the engines. agreed, by and between the parties hereto, that upon to; provided that said Trustees of the Cincinnal passed May 4, 1869," passed April 9, 1880, provide ing one hundred and lifty thousand inhabitants to cities of the first class having a population exceedfor, by the Trustees of the Cincinnati Southern Ruilvided or paid for, or otherwise provided and juice personal property then on hand and used in operatpended therefor. And it is further covenimited and Southern Railway shall, as between the parties here-CLAUSE 11. It is further mulually covenunted and egynpinent, cic.

said party of the first part, by a certain memorandum and between the parties beceto, that whereas, the CLAUSE 12. It is further covenanted and agreed by

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Treates is expect that authorized for tember 1888). Les in Caschonal.

Lether to assent filligs love of Trusters sinker Article for the of Livense to Cluster and the lives ballenged On

Railroad Company, dated on the nineteenth day of

Lewer to ossume contract with Western mid Assures p., R.

agricement.

of said article as provided by the said article of said and to submit to reditection any dispute arising out Southern Rullway, as in said tenth article provided

Now, the said party of the second part hereby under the obligations of the said Trustees of the Cincinnati takes and agrees to enery out, fulfil, and observe all in the tenth article of sull agreement is provided pany's outlay and the assumption of its contracts as

provide for the

the rights therein stated, among which is, that said said railroad company, a determinable license with the terms and conditions of the same, granted to seventy-nine, to which reference is hereby made for May, in the year one thousand eight hundred and of agreement made between them and the Cincinnati

parly of the first part, upon the expiration of said license, or other termination of the same, should

reimburscenent of the said com-

and have likewise entered into the following agreecompany of two hundred and fifty dollars per month tion and Challangoga for two years from December of September, A. D. 1879, between the Western and sanctioned a certain agreement, dated on the 6th day I, A. D. 1879, at a cental payable to said first named Western and Atlantic Railroud between Boyce's Sta-Ralliond Company, for the use of the track of the Allantic Railroad Company and the said Cincinnati And, whereus, the said party of the first part has

Compuny, providing for consection tracks and freight Rallway, and the Cincinuati and Battimore Railway pany (as reorganized), the said Cincinnati Androad between the Marietta and Cincinnati Railroad Com-Company, the Trustees of the Ginchnaff Southern FIRST. An agreement dated April 16, A. D. 1880

Continet with Checimati and Madelta II. II.

ments:

between the Chechmati, Indianapolia, St. Louis and SECOND. An agreement dated April 17, A. D. 1980

Contract with G.

Southern Railway, providing for a connection truck accommodation in Cincinnati. Chicago Railroad Company, the said Cincinnati Rail. road Company, and the Trustees of the Cincinsati

grain elevator of said Cincinnali, Indianapolis, St hereof, providing for a connection track with the between the same parties named in the accord clause Louis and Chicago Railroad Company in Cincinnati. THIRD. An agreement dated July 31, A. D. 1880,

Same,

and Chicago Rallroad Company in Cincinasti. krounds of the said Cincinsatt, Indianapolis, St. Louis hereof, providing for a car truck transfer on the between the same parties named in the second clause Fourth. An agreement dated July 31, A. D. 1880, Christ

specified. said line of railway in arching the tunnels therein former contract between them, for work to be done on ber 27, 1880, between the same parties, modifying the the Trustees of the Cincinnati Southern Rallway and ii. Squair & Co., and an agreement dated Decem-FIFTH. An agreement dated April 27, 1880 between

and conditions of the same, agreements reference is hereby made for the terms and delivery of material for the superstructure of two from viaducts therein specified, to all of which the Keystone Bridge Company for the manifecture the Trustees of the Cincinnati Southern Railway and Sixrii. An agreement dated May 14, 1881 between

said party of the first part and the said Cincinnati all the obligations remaining to be performed of the dertakes and agrees to carry out, fulfill and observe lativend Company, as in said agreements provided. Mow the said party of the second part hereby un-

sold party of the second part shall, at any time or by and between the parties hereto that in case the limes becenfter, during the term herein granted, fail o pay the rest berein reserved or provided to CLAUSE 13. It is further covenanted and agreed

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recents, corement, to re-uniter into and upon the sold railway partly of the second part, and such re-entry shall not waive or projudice any chim or right of said party of up to the time of such re-entry shall be apportrary in any wise notwithstanting. In case of such shall whally and absolutely cease, determine and beshull fail or omit to keep and perform any of the to be that and payable, and shall be paid by sald payable in respect to the intervening time, if the and upon such re-entry off the estate, right, title, in with the appartenances thereof and all additions and improvements which shall or may have been made party of the first part, without having made any demand for such rent, or the performance of such said party of the second part to be kept and percovenients and agreements herein contained by the to be paid by the said party of the second part, or taxes, nesessments or other charges herein provided fact of such rent, when the same shall become paypaid by the said party of the second part, or any were physhic had chapsed, shall be deemed and taken whole period in respect to which such installments tioned, and such parties thereof as would have been the last preceding payment of any installment therere-entry, the rent reserved herein from the time of come void, any thing herein contained to the conleased radivay and premises, or any part thereof the said purty of the second part, turest, justession, chila and demand whatvever, of the first and former estate of the said lessor therein; to the same, themseforth the said kneed railway and premises thereof, and remove all persons therefron, and from and premises hereby leased, and any and every part and every such case, it shall be lawful for the said for the period of ninety days, then, and in either, say the performance of such covenient and agreement formed, and shall couldnot in default in respect to stile as herein specified, or shall fail to pay the rates, to have, hold, possess and enjoy, as in in and to the said

Herefoley out to an project water that the control of

of the first part to or for damages against the party of the second part on account of the non-performance or breach of any of the terms of this base, and all such claims and rights are expressly preserved to the said party of the first part. And a right and power of re-entry shall arise on each and every forfeiture, breach or default as herein provided, notwithstanding the waiter of any prior right of recentry or forfeiture under the foregoing provisions.

of the parties berelo, but if either party shall fuil arbitration of five disinterested arbitrators, who are arbitration relates to a forfeiture or right of re-entry determine to be necessary or expedient to carry their and assigns. The said arbitrators shall need at Citof the four thus chosen shall select the lifth arbitrathis lease, shall, upon the written demand of either party, staling in such demand the question or quesdifference arising between the parties hereto in relaagreed by the parties hereto, that all questions of as bereinbefore provided, they, or the majority of award fits effect; and if the subject-matter of the determine the controversy, and they shall have power arbitrator as berein provided, and, on notice to the climali within ten days after the selection of the fifth conclusive between the parties hereto, their successors a majority of them thus selected, shall be final and tor, and the award, in writing, of soid arbitrature, or party, then the arbitrators selected by the party givwritten notice of the selection of two by the other so to appoint two arbitrators within ten days after Cincinnati, two of whom shall be selected by each neither citizens nor tax-payers of the said City of tions claimed to be in dispute, be submitted to the wise in reference to the rights of the parties under tion to the construction of this agreement, or otherto direct either party to do all such acts as they may parties, proceed, after being duly sworn, to hear and ing notice, shall select the other two, and a majority CLAUSE 14. It is further mutually covenanted and

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ily in the same and in behalf of the said party of the thur as almosthi, as its atturness in fact, with author viewilly appoint them, or a majority of them concurterms of this lease, and to provide as to how such real and dumages shall be paid, and the lien herein proof them, may determine and award what amount of additions to and improvements thereof, and all other and the party of the second part does hereby irreditration, and award which party is to pay them. the second part. And said arbitrators shall also have alock, equipment, and other property of said party of vided therefor, enforced upon the engines, rolling non-performance or breach of any of the covennuts or part on account of such non-payment of rent, or the rent may be due and unpaid under this lease, and what rendered upon the termination of this lease as hereinthe said line of railway and its appendages, with all second part, to execute and deliver to the party of the power to determine the amount of the costs of arshall be entitled to or from the party of the second amount of domages the party of the first part may or before provided; and the arbitrators, or the majority property by said party of the second part to be sursession of and deliver to said parties of the first part the same, and with power and authority to take posfirst part a succender of this lease and all rights under them concurring in such award, shall have power

as the party of the second part shall demand and be such acts and make such further assurances in law parties horeto, thu said party of the Aest part will do heller carrying out of the objects and intents of the hereafter, and as often as may be requisite to the with the party of the second part that at any time party of the first part hereby covenants and agrees essipped and intended to be leased and assigned, the the seepud part in the property hereby leased and firming the catale, title and interest of the party of reasonably advised are necessary therefor. And it is CLAUSE 15. And for the better assuring and con-

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and assigns, the same as if said city was expressly named therein. of the Cinemanti Southern Rullway the covenants and upon the cessation of the powers of the said Trusteen and their respective successors and assigns, and the shall be binding on the parties herelo respectively performed with the City of Cincinnati, her successors apreenients with them shall pass to and be kept and coscounts, agreements, terms and conditions thereof parties hereto, that this lease and all the articles further hereby mutually covenanted and agreed by the

upon the day and year above mentioned uffixed by its said Secretary. Executed in triplicate said Clifciiiiali, New Orleans and Texas Pacific Rail. F. Doughly, its Secretary, as the act and deed of the sented by Theodore Cook, its President, and George abuve mentioned caused this lease to be signed and Pacific Railway Company has, upon the day and year affixed their hands and scals. And the Board of the of Trustees of the Cincinnati Southern Railway, have ern finitivay, authorized by a resolution of said Board way Company and its corporate seal to be herete Fund. And the said Cincinnati, New Orleans and Texas President of said Board of Trustees of the Sinking mentioned, by the signature of Joseph Longworth presents to be affested upon the day and year above dence of their approval hercof, have caused these Trustees of the Sinking Fund of Cincinanti, in evione thousand eight hundred and eighty-one, hereunte on this 11th day of October, in the year of our Tord Auron H. Bugher, Trustees of the Cincinnati South M. Bishop, Edward A. Ferguson, Henry Mack and IN WITNESS WHEREOF, Miles Greenwood, Richard Teristum empse.

[Company Scal.] way Company. The Chickinnath, New Orleans & Texas Pacific Anti-

Miles Circenwood, dward A. Ferguson, And George F. Doughty, Secretary, By Theodore Cook, President. Richard M. Bishop Sent.

Henry Mack,

Anron H. Bugher,