

This Indenture, made this First day of July, 1904,
 BETWEEN THE CHICAGO, BURLINGTON & QUINCY RAILWAY COMPANY, hereinafter called the Railway Company,
 and TOWN OF ORIENT, hereinafter called the Lessee; Witnesseth,

That in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by the Lessee,
 the Railway Company hereby leases to said Lessee certain lands situate at Orient,
 in the County of Adair and State of Iowa,
 described as follows, to-wit:

In order to locate point of beginning, measure from northwest corner of depot northerly 16-1/2 feet to center of main track; thence westerly along center of main track 300 feet; thence southerly at right angles to main track 100 feet to point of beginning.

From said point of beginning, measure westerly parallel to main track 300 feet; thence southerly at right angles to last course 150 feet; thence easterly parallel to opposite side 300 feet; thence northerly 150 feet to point of beginning.

reserving to the Railway Company, its successors and assigns, the right to construct and operate a track or tracks over said above described land not actually covered by structures of the Lessee:

TO HAVE AND TO HOLD the same to the Lessee for the term of Five (5) years
 from the date hereof, unless this Lease shall be sooner terminated in the manner herein provided; and the Lessee in consideration of the leasing of the premises as above set forth, covenants and agrees to pay to the Railway Company as rent for the same the sum of One ### Dollars (\$ 1.00) per annum
 payable as follows: Cash, annually in advance

It is further agreed that the land hereby leased is to be used by the Lessee for Public Park
 only; that all the provisions of law applicable to such use shall be fully observed, and that the Lessee will not do, or permit to be done, upon said premises, anything forbidden by law, and will maintain and keep said premises, fences, buildings and appurtenances in good repair as well as keep all catch basins and vaults thereon and the streets and sidewalks adjoining such premises in proper condition and as may be required by any law, ordinance or direction of public officials, and whenever required by said Railway Company so to do, will cover all buildings with at least one coat of mineral paint of such color as the Railway Company may direct.

It is further agreed that the Railway Company may terminate this lease at any time upon giving the Lessee thirty days' notice of such termination; provided, however, that rent shall be paid by said Lessee to the date of termination fixed by said notice; and if rent has been paid in advance, the proportionate amount for the unexpired term shall be returned to the Lessee.

Upon the termination of this lease, by expiration of term, notice as aforesaid, or otherwise, the Lessee shall at once remove from the premises all structures and property not belonging to the Railway Company, and in case of failure so to do the Railway Company may tear down or remove the same at the expense of the Lessee without any liability to damages therefor in any respect whatsoever.

It is further agreed that the Lessee shall not transfer or assign this Lease, nor sublet the above leased premises, or any part thereof, nor grant any interest herein or in said land, to any person, without the written consent of the Railway Company indorsed hereon.

The Lessee agrees to hold the Railway Company harmless from all claims, demands, suits, attorneys' fees and expenses, for loss, injury, or damage, whether caused by the negligence of the Railway Company or otherwise, to the person or property of the Lessee, the Railway Company or its employees or of any other persons whomsoever, while on or about the demised premises.

And the Lessee further agrees to cause, during the continuance of this lease, and any extension thereof, the policies of fire insurance on the said public park, and other improvements upon the demised premises, and upon the contents thereof, to be so written that in the event of any destruction or damage by fire, no insurance company shall have recourse against the Railway Company.

The Lessee also covenants and agrees to pay all state, county and municipal taxes that may be levied upon said premises and property in or about the demised premises during the continuance of this lease.

Description Approved:

Lessee Approved: