

and other conveniences except buildings and to lay sand tract switches side tracks or tracts along, across, over or upon any part of said above leased premises.

It is further understood and agreed by and between the parties hereto that the party of the second part its successors and assigns, shall not close the above leased premises to public travel but that, subject to the paramount right of the party of the second part, its successors, assigns to use said above leased land, all or any part thereof for its street, railway system the public shall have full right to ingress, egress and regress in, to, over and from said above leased premises without let or hindrance on the part of the party of the second part, its successors or assigns.

The party of the first part for himself, his heirs, and assigns hereby covenants and agrees with the party of the second part its successors and assigns that he is in the peaceable and lawful possession thereof and that he, his heirs, executors, and administrators will forever defend and defend the party of the second part in the peaceable use and enjoyment of said leased premises for the term herein specified and in the peaceable use and enjoyment of all the rights and privileges herein conferred, and will defend his title to the above leased premises during the continuance of said term against the claims of any and all persons whatsoever.

And the part of the first part for himself, his heirs, executors and administrators hereby covenants that if the party of the second part its successors or assigns is, disposed from said above leased premises or any part thereof, during the continuance of the term herein granted that the party of the first part will, and his estate, heirs, administrators and