

Original

THOMAS J. JARVIS  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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RECEIVED



BK 1480 PG 102-106



MISC 2002 30879

Omaha, NE 68102-2068

(Space Above for Recorder's Use Only)

**RELINQUISHMENT AND QUITCLAIM**

THIS INDENTURE, Made this 5<sup>th</sup> day of December, 2002, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, party of the first part, and THE PERSON OR PERSONS AND/OR CORPORATION OR CORPORATIONS TRACING HIS, HER, ITS OR THEIR TITLE FROM OMAHA INDUSTRIAL FOUNDATION, formerly known as Committee of '52 Foundation, Inc., a Nebraska corporation, party of the second part, WITNESSETH:

**RECITALS**

By Warranty Deed dated May 20, 1968, and recorded on May 29, 1968 at Book 1351, Page 651, Register of Deeds of Douglas County, Nebraska, party of the first part conveyed to party of the second part certain real estate (the "Property") situated in Douglas County, State of Nebraska, described as follows:

PARCEL NO. 1:

That part of the SW $\frac{1}{4}$  of Section 36, T15N, R11E of the 6<sup>th</sup> P.M., Douglas County, Nebraska, which lies Northeast of Union Pacific Railroad Company right-of-way, excepting that portion which is public road right-of-way. Said tract being more particularly described as follows: Commencing at the W $\frac{1}{4}$  corner of said Section 36, thence N 89° 27' E a distance of 33 feet to the point of beginning, thence S 00° 00' E a distance of 71.75 feet to the North line of Union Pacific Railroad Company right-of-way, thence S 54° 29' E along said right-of-way line a distance of 1,797.24 feet to a point of curvature, thence along 1.58° curve to the left, with a chord distance of 1,273.00 feet and chord bearing of S 64° 36' 30" E to a point on the East line of SW $\frac{1}{4}$  of said Section 36, thence along said East line of SW $\frac{1}{4}$  N 00° 12' W a distance of 1,686.87 feet to the center of said Section 36, thence S 89° 27' W a distance of 2,606.97 feet along the North line of SW $\frac{1}{4}$  of said Section 36 to the point of beginning, said tract containing 58.34 acres, more or less.

(K)

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*2*

FEE 26.00 OF 01-60000  
BKP 36-15-11 1-14-11 10 COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN UK FV \_\_\_\_\_

*P. Scott Dye*  
*1500 Woodmen Tower*  
*Omaha NE 68102-2068*

*135499V*

36-15-11

A tract of land lying in the SW<sup>1</sup>/<sub>4</sub> of Section 36, T 15 N, R 11 E of the 6<sup>th</sup> P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the SE corner of the SW<sup>1</sup>/<sub>4</sub> of said Section 36, thence N 00° 12' W along the East line of the SW<sup>1</sup>/<sub>4</sub> of said Section 36, a distance of 674.74 feet, to a point on a curve which is on the South line of Union Pacific Railroad Company right-of-way, thence along a 1.47° curve to the right, with a chord distance of 1,444.22 feet and chord bearing of N 65° 09' W., thence N. 54° 29' W along the South line of Union Pacific Railroad Company right-of-way a distance of 1,458.41 feet, thence S 29° 23' E a distance of 311.81 feet, thence S. 44° 04' E a distance of 2,591.31 feet, thence N. 89° 31' E a distance of 544.68 feet to the point of beginning, said tract containing 29.13 acres, more or less.

PARCEL NO. 2:

All that portion of the Southeast Quarter of Section 36, Township 15 North, Range 11, East of the Sixth Principal Meridian, lying south of the Union Pacific Railroad right-of-way, more particularly described as follows: Beginning at the Southeast corner of Section 36, T. 15 N., R. 11, E. of the 6<sup>th</sup> P. M., thence northerly along the east line of said Section 36, a distance of 570.0 feet; thence westerly along the south line of the Union Pacific Railroad right of way 1654.4 feet to a point of curvature; thence along said curve to the right (Delta 35° 52' D-1.48°) a distance of 984.7 feet to a point on the west line of the Southeast Quarter of said Section 36; thence southerly along said quarter line 702.1 feet to the Southwest corner of the Southeast Quarter, Section 36, thence easterly along the south line of Section 36, a distance of 2630.5 feet to the point of beginning (except that part conveyed to the County of Douglas for highway purposes, containing 1.59 acres).

PARCEL NO. 3:

An undivided one-half (1/2) interest in and to the following:

2-14-11

All of the North Half (1/2) of Section One (1), Township Fourteen (14) North, Range Eleven (11), East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, lying East of the Right-of-Way of the Union Pacific Railroad Company, except portions thereof taken for State and County Highways, containing 155.64 acres.

Said Warranty Deed was made subject to certain exceptions, reservations, covenants, conditions and restrictions, including, but not limited to, the following:

"The above-described property is conveyed by the Grantor subject to the following covenants and restrictions which the Grantee by the acceptance of this deed covenants for itself, its heirs and assigns, faithfully to keep, observe and perform:

(a) The Grantee, its successors and assigns, shall not, without the prior written consent of the Grantor, construct or permit the construction of any railroad track upon the said premises, and no railroad company, other than Union Pacific Railroad Company, its successors and assigns, shall be allowed to use any track now or hereafter upon, or extending to, any part of the said premises without the permission in writing of the Grantor.

(b) Said premises shall not be used or occupied at any time for any purpose other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature.

Each of the foregoing covenants and restrictions shall run with the land hereby conveyed, and a breach of any one of them, or the continuance thereof, may, at the option of the Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants and restrictions shall not defeat or render invalid the lien of any mortgage on said premises made in good faith and for value; PROVIDED, however, that any breach, or the continuance thereof, may be enjoined, abated or remedied by proper proceedings as aforesaid; and PROVIDED FURTHER, that each and all of the foregoing covenants and restrictions shall at all times remain in full force and effect against said premises, or any part thereof, title to which is obtained by foreclosure of any such mortgage."

Party of the second part now desires to be relieved of the covenants, conditions and restrictions with respect to construction of railroad track upon the Property and use or occupancy for any purpose other than that quoted above with respect to the Property. Party of the first part is willing to relinquish, with respect to the Property, all of its right to have said covenants, conditions and restrictions kept, observed and performed.

### **RELINQUISHMENT AND QUITCLAIM**

NOW, THEREFORE, party of the first part, in consideration of the sum of One Dollar (\$1.00) to it paid by party of the second part, receipt of which is hereby confessed and acknowledged, for itself, its successors and assigns, hereby relinquishes and quitclaims to party of the second part, its successors and assigns, forever, the right of party of the first part to have said covenants, conditions and restrictions hereinabove quoted in the Recitals kept, it being the intent hereof to relinquish only the right of party of the first part with respect to said covenants, conditions and restrictions, and to leave in full force and effect all other provisions of said Warranty Deed dated May 20, 1968, and all other rights reserved therein.

IN WITNESS WHEREOF, party of the first part has caused these presents to be signed by its duly authorized officers the day and year first herein written.

Attest:

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

Barbara Holder  
Assistant Secretary

By: Lawrence E. Wyrch  
Title: Assistant Vice President

(SEAL)



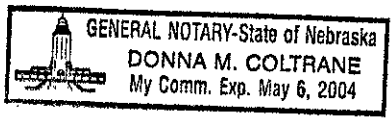
**CORPORATE SEAL  
REGISTER OF DEEDS**

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On December 5, 2002, before me, a Notary Public in and for said County and State, personally appeared LAWRENCE E. WZOREK and Barbara Holder, Assistant Vice President and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Donna M. Coltrane  
Notary Public



(SEAL)