

9100 7 Street 68127

BOOK 1628 PAGE 566

WARRANTY DEED

THIS INDENTURE made this 26th day of April, 1979, between ROBERT J. HOFFMAN AND ROSALAN E. HOFFMAN, his wife, hereinafter called "Grantor" and MILLER CHEMICAL COMPANY, a Nebraska corporation, hereinafter called "Grantee".

WITNESSES THAT:

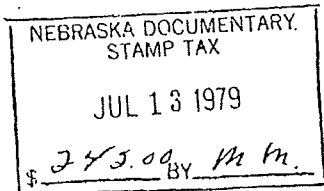
Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, has sold and by these presents does sell, grant, convey and confirm unto the Grantee the following described real estate, to-wit:

A tract of land located in Block 1, Omaha Industrial Foundation District No. 3, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, the boundaries of which are described as follows:

Commencing with the intersection of the northerly right-of-way line of "L" Street with the westerly right-of-way line of 136th Street; thence N. 1°03'58" E., along said westerly right-of-way line, 350.00 feet to the POINT OF BEGINNING; thence continuing along said westerly right-of-way line N. 1°03'58" E. for a distance of 170.54 feet to a point of curvature; thence continuing along said right-of-way line 351.18 feet along the arc of a circular curve to the left which is tangent to the last described course and which has a radius of 447.46 feet and a chord, the length and bearing of which are 342.24 feet and N. 21°24'51" W. respectively, to a point of tangency; thence continuing along said right-of-way line N. 43°53'40" W. on a line tangent to the last described curve, 175.68 feet to a point; thence S. 46°06'20" W. for a distance of 584.45 feet to a point on the northeasterly right-of-way line of the Union Pacific Railroad; thence S. 40°50'02" E., along said railroad right-of-way line, 466.45 feet to a point; thence N. 49°09'58" E. for a distance of 223.24 feet to a point; thence S. 88°56'02" E. for a distance of 190.89 feet to the POINT OF BEGINNING containing 291,042.6 square feet (6.68 acres) more or less.

In this description, the center line of 132nd Street (east line of the N.E. 1/4 of Section 1, T14N, R11E of the Sixth Principal Meridian) is assumed to bear due north and south.

TO HAVE AND TO HOLD the premises above described, together with all the tenements, hereditaments and appurtenances thereunto



belonging, to the said Grantee, its successors and assigns forever. And the said Grantor, for himself and his successors, does hereby covenant and agree to and with the Grantee and its successors and assigns that at the time of the execution and delivery of these presents he is lawfully seized of said premises; that he has good right and lawful authority to convey the same; and that they are free from encumbrance except:

- (a) Protective Covenants of record.
- (b) Sewer easements of record.
- (c) Except to the extent heretofore released, the following reservations and restrictions which are to run with the land and which are contained in the Warranty Deed from Union Pacific Railroad Company to Omaha Industrial Foundation filed May 29, 1968 in Book 1351 at Page 651 of the Deed records of Douglas County, Nebraska;
 - (i) A reservation in the Grantor, its successors and assigns forever, of all minerals and mineral rights. (Provided, however, the owner of said rights may not enter upon or use the surface of the real estate nor may he damage the surface or interfere with the use thereof by the Buyer, its successors or assigns.)
 - (ii) 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.
 - (iii) Said premises shall not be used or occupied at any time for any purpose other than for the purpose of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature.
- (d) Current real estate taxes which shall be prorated to the date hereof and subsequent taxes and assessments.

And the Grantor does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as set forth herein.

