

C. D. No. 48797-5

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

OMAHA INDUSTRIAL FOUNDATION

Dated MAY 20, 1968.

Covering parcels of land  
in  
Douglas County, Nebraska.

2/16/68  
4/3/68

ORIGINAL

31

MAY 29 1968

\$ 946.00 BY *Jm*

KNOW ALL MEN BY THESE PRESENTS:

That UNION PACIFIC RAILROAD COMPANY, a corporation existing under and by virtue of the laws of the State of Utah, Grantor, in consideration of the sum of Eight Hundred Sixty Thousand Dollars (\$860,000.00), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto OMAHA INDUSTRIAL FOUNDATION, formerly known as Committee of '52 Foundation, Inc., a corporation existing under and by virtue of the laws of the State of Nebraska, Grantee, the following described real estate situate, lying and being in the County of Douglas, State of Nebraska, to wit:

PARCEL NO. 1:

That part of the SW 1/4 of Section 36, T 15 N-R 11 E of the 6th P.M., Douglas County, Nebraska, which lies North-east 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 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 1/4 of said Section 36, thence along said East line of SW 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 1/4 of said Section 36 to the point of beginning, said tract containing 58.34 acres, more or less.

A tract of land lying in the SW 1/4 of Section 36, T 15 N-R 11 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the SE corner of the SW 1/4 of said Section 36, thence N 00° 12' W along the East line of the SW 1/4 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 6th 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  $35^{\circ} 52' D-1.48^{\circ}$ ) 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:

All of the North Half (1/2) of Section One (1), Township Fourteen (14) North, Range Eleven (11), East of the 6th 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.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights there-to, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors or assigns.

This deed is made subject to

(a) all taxes and all assessments, general or special, and all installments of assessments levied upon or assessed against the premises hereinabove described which became or may become due and payable on or after September 14, 1967, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments;

(b) all encumbrances, restrictions, easements and covenants of record, including but not limited to rights-of-way and limited access to highways, and any and all restrictions and limitations imposed by public authority, including, but not limited to, building restrictions, zone restrictions and set back lines, if any;

(c) the outstanding rights, if any, of tenants, licensees and permittees; and

(d) all liens and encumbrances and clouds upon or impairments of or defects in the title, if any, created or permitted to be created by the Grantee since September 14, 1967.

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 successors 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.

TO HAVE AND TO HOLD, subject to the said exceptions, reservations and other provisions, the said premises, with all the rights and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, and said Union Pacific Railroad Company does hereby covenant with the said Grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and has good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whomsoever, except as herein mentioned.

IN WITNESS WHEREOF, said Union Pacific Railroad Company has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 20<sup>th</sup> day of May, 1968.

In Presence of: UNION PACIFIC RAILROAD COMPANY,

By

Attest: President

*P. Schmidt* (Seal)  
Assistant Secretary

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 20th day of MAY, 1968,  
before me, a Notary Public in and for said County in the State  
aforesaid, personally appeared E. H. BAILEY, to me personally  
known, and to me personally known to be the President  
of UNION PACIFIC RAILROAD COMPANY, and to be the same person  
whose name is subscribed to the foregoing instrument, and who,  
being by me duly sworn, did say that he is President  
of Union Pacific Railroad Company; that the seal affixed to  
said instrument is the corporate seal of said corporation;  
and that said instrument was signed and sealed on behalf of  
said corporation by authority of its board of directors; and  
the said E. H. BAILEY acknowledged said instrument to  
be his free and voluntary act and deed, and the free and  
voluntary act and deed of said corporation, by it voluntarily  
executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal the day and year last above written.

My commission expires July 28, 1969.

M. D. Congle  
Notary Public

Residing at Omaha, Nebraska.

(Seal)

Comp.

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1968 MAY 29 PM 4-18

RECEIVED

THE STATE OF NEBRASKA } ss.  
Douglas County }  
Entered in the Official Index and in  
the Record in the office of the Register of  
Deeds of said County and recorded in  
Book 1351 of deeds  
Page 651

MAIL 36-15-44  
1-14-11  
950

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Lead