

C.D. No. 45692-1

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

BARTON H. FORD

Dated April 18, 1961.

Covering parcel of land  
in  
Douglas County, Nebraska.

3/21/61

ORIGINAL

## KNOW ALL MEN BY THESE PRESENTS:

That, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of the sum of Ten Thousand Nine Hundred Eighty Dollars (\$10,980.00) to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto BARTON H. FORD of Omaha, Douglas County, Nebraska, Grantee, the following described real estate situate in the County of Douglas, State of Nebraska, to wit:

An irregular tract of land situated in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 36, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, being all those portions of vacated Blocks 21 and 24 in West Albright Addition, the vacated alleys in said blocks and the vacated streets adjacent to said blocks in said Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 36, and unplatted property in said Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) together bounded and described as follows:

Beginning at a point in said Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) that is 150.0 feet distant southerly, measured at right angles, from the center line of the northerly or westbound main track of the Union Pacific Railroad Company as now constructed and operated and that is 50.0 feet distant westerly, measured at right angles, from the center line of the main track of the Missouri Pacific Railroad Company as now constructed and operated;

thence southerly along a straight line parallel with and 50.0 feet distant westerly, measured at right angles, from said center line of Missouri Pacific Railroad Company main track a distance of 527.0 feet, more or less, to a point in the south line of said Section 36;

thence west along the south line of Section 36 a distance of 302.7 feet;

thence northerly along a straight line which, when produced, forms an angle of 89° 58' 30" from west to south with said center line of Union Pacific Railroad Company northerly main track, a distance of 258.9 feet;

thence easterly, at right angles, a distance of 70.0 feet;

thence northerly and northwesterly along a line curving to the left, having a radius of 348.273 feet and which is tangent at its point of beginning to a straight line drawn at right angles to the last described line, a distance of 304.1 feet, more or less, to a point 150.0 feet distant southerly, measured at right angles, from said center line of Union Pacific Railroad Company northerly main track;

thence easterly along a straight line parallel with and 150.0 feet distant southerly, measured at right angles, from said center line of northerly main track a distance of 390.5 feet, more or less, to the point of beginning;

containing an area of 159,495.0 square feet, more or less.

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 thereto, 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, his heirs or assigns.

EXCEPTING ALSO from this grant the Grantor's communication pole and wire line and RESERVING to the Grantor, its successors and assigns, a PERPETUAL EASEMENT for the operation, maintenance, repair, renewal, reconstruction, relocation, and removal of said communication pole and wire line, in its present location, upon a strip of land 30 feet wide extending over and across the northeasterly portion of the premises above described, said strip of land over which a perpetual easement is hereby reserved being described as follows:

A strip of land 30.0 feet wide situated in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 36, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, said strip extending westerly and northwesterly from the westerly right of way line of the Missouri Pacific Railroad Company which is a straight line parallel with and 50.0 feet distant westerly, measured at right angles, from the center line of the main track of said Railroad Company as now constructed and operated to a straight line parallel with and 150.0 feet distant southerly, measured at right angles, from the center line of the

northerly or westbound main track of the Union Pacific Railroad Company as now constructed and operated, being 15.0 feet in width, measured at right angles, on each side of the following described center line of pole line and said center line extended, to wit:

Beginning at a point in said westerly right of way line of Missouri Pacific Railroad Company that is 50.0 feet distant westerly, measured at right angles, from said center line of Missouri Pacific main track and that is 211.0 feet distant southerly, measured at right angles, from said center line of Union Pacific northerly main track;

thence westerly along a straight line parallel with and 211.0 feet distant southerly, measured at right angles, from said center line of Union Pacific northerly main track a distance of 17.81 feet to a pole;

thence northwesterly along a straight line forming an angle of  $34^{\circ} 18' 28''$  from west to north with the last described line produced, a distance of 108.23 feet, more or less, to a point 150.0 feet distant southerly, measured at right angles, from said center line of northerly main track of the Union Pacific Railroad Company.

This conveyance is made subject to taxes and assessments as follows:

All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises hereinbefore described for the year 1961 shall be prorated as of the date hereof between the Grantor and the Grantee, 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 applicable to the period subsequent to the date of this deed, and assumes all taxes and all assessments and all installments of assessments levied upon or assessed against the premises above described for the year 1962 and subsequent years.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations, and other provisions, the premises first above described and herein conveyed, with the appurtenances thereunto belonging, unto the said Grantee, his heirs and assigns, forever, and the said Grantor, for itself, and its successors and assigns, does covenant with the said

Grantee, his heirs and assigns, that it is lawfully seized of said premises, that they are free from encumbrances, except as hereinbefore set out, and that it has good right and lawful authority to sell the same, and that it will and its successors and assigns shall warrant and defend the same unto the said Grantee, his heirs and assigns, forever, against the lawful claims of all persons whomsoever, except as aforesaid.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of July, 1897, execute and deliver to The Mercantile Trust Company, of New York, a certain mortgage deed wherein said Railroad Company conveyed to said The Mercantile Trust Company as Trustee, for the uses and purposes therein mentioned, among other things, the land first above described; and

WHEREAS, said The Mercantile Trust Company was on the 10th day of August, 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909 of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law, and thereby said Bankers Trust Company became successor to said The Mercantile Trust Company as Trustee of said mortgage; and

WHEREAS, said Union Pacific Railroad Company, with the consent of the said Bankers Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate first above described, unto the said Grantee, for and in consideration of the sum paid as aforesaid to Union Pacific Railroad Company by said Grantee;

NOW, THEREFORE, Know All Men By These Presents, that the said BANKERS TRUST COMPANY, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto said Barton H. Ford, his heirs and assigns, forever, its entire right, title and interest as Trustee in and to the real estate first above described, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of July, 1897.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed wherein and whereby said Railroad Company conveyed to said The Chase National Bank of the City of New York as Trustee for the uses and purposes therein mentioned, among other things, the land first above described; and

WHEREAS, said The Chase National Bank of the City of

New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby said The Chase Manhattan Bank became successor to said The Chase National Bank of the City of New York as Trustee of said mortgage;

NOW, THEREFORE, Know All Men By These Presents, that said THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto said Barton H. Ford, his heirs and assigns, forever, its entire right, title and interest as Trustee in and to the real estate first above described, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustees without covenant or warranty, express or implied, and without recourse against them, or either of them, in any event.

IN WITNESS WHEREOF, the said Grantor, UNION PACIFIC RAILROAD COMPANY, the said BANKERS TRUST COMPANY, Trustee under said mortgage deed of July 1, 1897, and said THE CHASE MANHATTAN BANK, Trustee under said mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part this 18th day of April, 1961.

In Presence of: UNION PACIFIC RAILROAD COMPANY,  
Attest: Arthur A. Heston By R. M. Sutton  
Secretary Vice President

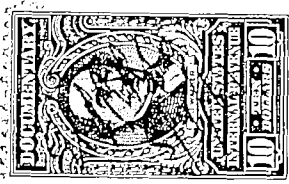
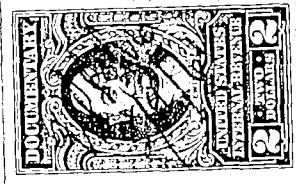
W. Rossman (Seal)  
Secretary

In Presence of: BANKERS TRUST COMPANY, Trustee,  
Attest: C. D. Blakeley By Wm. Deale  
Assistant Secretary Assistant Vice President

C. D. Blakeley (Seal)  
Assistant Secretary

In Presence of: THE CHASE MANHATTAN BANK,  
Trustee,  
Attest: G. W. ... By ...  
Assistant Secretary Assistant Vice President

W. W. ... (Seal)  
Assistant Secretary



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss

On this 18th day of April, 19 61,

before me, a Notary Public in and for said County, in the State aforesaid, personally appeared R. M. SUTTON

to me personally known, and to me personally known to be Vice 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 Vice 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 R. M. SUTTON 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 March 30, 1962.

(Seal)

*Elizabeth K. Ferguson*

ELIZABETH K. FERGUSON  
Notary Public in and for New York  
Commission Expires March 30, 1962

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS

On this 21ST day of APRIL, 1961,  
before me, a Notary Public in and for said County in the State  
aforesaid, personally appeared WM. H. DEALE,  
to me personally known, and to me personally known to be  
ASSISTANT Vice President of the BANKERS TRUST 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 ASSISTANT Vice President of Bankers Trust  
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  
WM. H. DEALE 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 \_\_\_\_\_.

(Seal)



*Wayne Vrooman*  
\_\_\_\_\_

WAYNE VROOMAN  
NOTARY PUBLIC, State of New York  
No. 31-9486775  
Qualified in New York County  
Commission Expires March 30, 1962



STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss

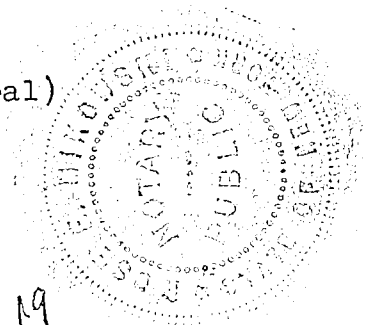
On this 25th day of April, 1961,

before me, a Notary Public in and for said County in the State aforesaid, personally appeared C. F. RUGE, to me personally known, and to me personally known to be an ~~Assistant~~ Vice President of THE CHASE MANHATTAN BANK, 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 an ~~Assistant~~ Vice President of The Chase Manhattan Bank; 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 C. F. RUGE 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 March 30, 1962.

(Seal)



Rose E. Mikowski  
Notary Public  
ROSE E. MIKOWSKI  
Notary Public, State of New York  
No. 41-7931790  
Qualified in Queens County  
Cert. filed with New York Co. Clerk  
Commission expires March 30, 1962

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
9 DAY MAY 19 61 AT 12:10 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

8.25

R