

C. D. No. 41575-1
L. C. No. 1055

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

SAFEWAY STORES, INCORPORATED

Dated MAY 14, 1957.

Covering parcel of land
in
Douglas County, Nebraska.

ORIGINAL

11-28-56
4- 3-57

KNOW ALL MEN BY THESE PRESENTS, That UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of One Thousand Seven Hundred Eighty-two Dollars and Thirty-eight Cents (\$1,782.38) in hand paid, does hereby grant, bargain, sell, convey and confirm unto SAFEWAY STORES, INCORPORATED, a corporation of the State of Maryland, Grantee, the following described real estate situate in the County of Douglas and State of Nebraska, to wit:

A strip of land 31 feet wide situated in the Northwest Quarter (NW $\frac{1}{4}$) of Section 1, Township 14 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bounded and described as follows:

Commencing at the northwest corner of said Section 1;

thence south 1,306.5 feet;

thence east 33 feet;

thence S. 89° 54' E. a distance of 345.9 feet to the northeast corner of that certain strip of land heretofore conveyed by Union Pacific Railroad Company to Safeway Stores, Incorporated, by warranty deed dated November 1, 1955, which is the true point of beginning of the strip of land hereby described;

thence south along the east boundary line of said strip of land heretofore conveyed to Safeway Stores, Incorporated, a distance of 31 feet to the southeast corner thereof;

thence S. 89° 54' E. a distance of 237.1 feet;

thence north 31 feet;

thence N. 89° 54' W. a distance of 237.1 feet to the true point of beginning;

containing an area of 7,350 square feet, more or less.

In this description the west line of said Section 1 is assumed as due North and South.

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, its successors or assigns.

SUBJECT to all taxes and all assessments, general and special, lawfully levied or assessed upon or against said real estate for or during the year 1957 and subsequent years, all of which taxes and assessments the Grantee hereby assumes and agrees to pay.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations, covenants and conditions, the above described premises with the appurtenances thereunto belonging, unto the said Safeway Stores, Incorporated, its successors and assigns, forever, and the Grantor, for itself and its successors and assigns, does covenant with the said Grantee, its successors 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, its successors 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 hereinbefore 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 hereinbefore 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 the said Safeway Stores, Incorporated, its successors and assigns, forever, its entire right, title and interest as Trustee in and to the

real estate described aforesaid, 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 hereinbefore 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 the said Safe-way Stores, Incorporated, its successors and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described aforesaid, 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 14th day of May, 1957.

In Presence of:

[Signature]

UNION PACIFIC RAILROAD COMPANY,

By

[Signature]
Vice President

Attest:

[Signature] (Seal)
ASSISTANT Secretary

In Presence of:

F. Schneider
F. SCHNEIDER

Attest:

Walter L. Jones (Seal)
Assistant Secretary
WALTER L. JONES

BANKERS TRUST COMPANY, Trustee,

By *I. W. Hughes*
ASSISTANT Vice President
I. W. HUGHES

In Presence of:

J. D. Sullivan
Attest:

J. D. Sullivan (Seal)
Assistant Secretary

THE CHASE MANHATTAN BANK,
Trustee,

By *J. Murray Aird*
Vice President

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 14th day of May, 1957,
before me, a Notary Public in and for said County, in the
State aforesaid, personally appeared L. J. TRACY
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 L. J. TRACY 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, 1958.

(Seal)

Elizabeth L. Galpine

ELIZABETH L. GALPINE
Notary Public, State of New York
No. 24-6451300

Qualified in Kings County
Certificate filed in N.Y. Co. Clk's Office
Commission Expires March 30, 1958

STATE OF NEW YORK)
) SS
 COUNTY OF NEW YORK)

On this 22nd day of May, 1957,
 before me, a Notary Public in and for said County in the State
 aforesaid, personally appeared I. W. HUGHES,

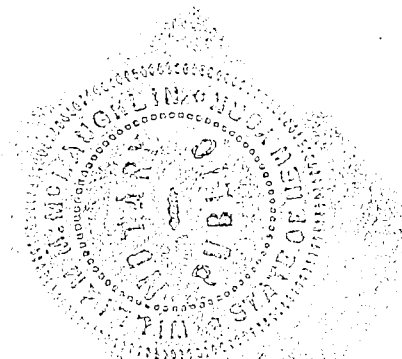
to me personally known, and to me personally known to be
ASSISTANT Vice President of the BANKERS TRUST COMPANY,
 and to be the same person whose name is subscribed to the
 foregoing instrument, and who, being by me duly sworn, did
 say that he is ASSISTANT Vice President of Bankers Trust
 Company; that 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

I. W. HUGHES 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, 1958.

(Seal)



William M. McLaughlin

WILLIAM M. McLAUGHLIN
 Notary Public, State of New York
 No. 24-7858550
 Qualified in Kings County
 Cert. filed in New York County
 Commission Expires March 30, 1958

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 27th day of May, 1957,
before me, a Notary Public in and for said County in the
State aforesaid, personally appeared J. Bryson Aird
to me personally known, and to me personally known to be a
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 a 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 J. Bryson Aird 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 MAR 30 1959.

Ferdinand J. Werner
Notary Public

FERDINAND F. WERNER
Notary Public, State of New York
No. 43-4225675
Qualified in Richmond County
Cert. filed with New York Co. Clerk
Commission Expires March 30, 1959

(Seal)

41. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.

5 DAY Aug 1957 AT 3:57 M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 6.25