

C. D. No. 41575

*2C No 1014*

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

SAFEWAY STORES, INCORPORATED

Dated November 1, 1955.

Covering parcel of land  
in  
Douglas County, Nebraska.

*Warrant to:  
Safeway, Inc. via [unclear]  
865 [unclear] [unclear]*

ORIGINAL

7-7-55  
10-4-55



KNOW ALL MEN BY THESE PRESENTS, That UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of Two Thousand Six Hundred Dollars (\$2,600.00) 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 situated in the NW 1/4 of Section 1, Township 14 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska; described as follows:

Commencing at the northwest corner of said Section 1;  
thence south 1,306.5 feet;  
thence east 33 feet to the True Point of Beginning of the strip of land hereby described;  
thence south 31 feet;  
thence S. 89° 54' E. a distance of 345.9 feet;  
thence north 31 feet;  
thence N. 89° 54' W. a distance of 345.9 feet  
to the True Point of Beginning.

In this description, the center line of Seventy-Second Street 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 1955 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 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 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 1st day of November, 1955.

In Presence of: UNION PACIFIC RAILROAD COMPANY,

Attest: By [Signature] Vice President

Attest: AB. Sklar (Seal)  
Secretary

In Presence of:

[Signature] By C. L. Ince ASSISTANT Vice President

Attest: [Signature] (Seal)  
Assistant Secretary

In Presence of:

[Signature] THE CHASE MANHATTAN BANK, Trustee,  
By [Signature] Vice President

Attest: [Signature] (Seal)  
Assistant Secretary

Comp.

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 1st day of November, 1955,  
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 the 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, 1956.

*Elizabeth L. Galpine*  
Notary Public

ELIZABETH L. GALPINE  
Notary Public, State of New York

No. 24-1111-1  
Qualified in Kings County

Certificate Filed in N.Y. Co. City Office  
Commission Expires March 30, 1956

Residing at Brooklyn, N. Y.

(Seal)

Comp.

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

On this 3<sup>rd</sup> day of November, 1953,

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

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

G. R. INCE 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, 1957

(Seal)

ARTHUR P. SULLIVAN  
 NOTARY PUBLIC, State of New York  
 No. 42-3553015  
 Qualified in Richmond County  
 Certificate filed in New York County  
 Term Expires March 30, 1957

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss

On this 7th day of November, 1955,

before me, a Notary Public in and for said County in the State aforesaid, personally appeared J. E. WILLIAMS, 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. E. WILLIAMS 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 1957.

Helen M. Jowly  
Notary Public

(Seal)

HELEN M. JOWLY  
Notary Public, State of New York  
Exp. March 30, 1957  
Qualified in Douglas County  
Certificate No. \_\_\_\_\_ County Clerk  
Commission Expires March 30, 1957