BOOK 1103 PAGE 587

C. D. No. 33143-3

D E E D

from

UNION PACIFIC RAILROAD COMPANY

to

EAST OMAHA DRAINAGE DISTRICT

Dated May 24, 1948.

Covering easement for floodwall for
flood control purposes
in
Omaha, Nebraska.

ORIGINAL

3-16-48.

BOOK 1103 PAGE 588

THIS DEED, Made this 24th day of May, 1948, between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, and EAST OMAHA DRAINAGE DISTRICT, a corporation of the State of Nebraska, Grantee,

WITNESSETH, That

WHEREAS, Grantee desires to acquire an easement in the land hereinafter described for the purpose of constructing, maintaining, operating, repairing, renewing and reconstructing a floodwall for flood control purposes on the lands of Grantor; and

WHEREAS, Grantor is willing to donate said easement to Grantee for the purpose aforesaid;

NOW, THEREFORE, in consideration of the premises, Grantor does by these presents grant, donate, convey and confirm unto Grantee, its successors and assigns, a PERPETUAL EASEMENT for the construction, maintenance, operation, repair, renewal and reconstruction of a floodwall for flood control purposes over, upon and across the following described pieces or parcels of land situate in the City of Omaha, Douglas County, Nebraska, to wit:

A. A triangular tract of land being all that part of vacated Cass Street in the City of Omaha, Douglas County, Nebraska, described as follows:

Beginning at the point of intersection of the south line of vacated Cass Street with the southwesterly line of that certain tract of land heretofore granted to the East Omaha Drainage District by the Union Pacific Railroad Company by easement deed dated October 29, 1947 for levee and flood control purposes, said point being 435.96 feet distant east from the east line of Eighth Street measured along said south line of vacated Cass Street;

thence northwesterly along the southwesterly line of said tract of land heretofore granted to said Drainage District and which forms an angle of 47°26'30" from west to northwest with said south line of vacated Cass Street a distance of 116.36 feet;

thence southerly along a line which forms an angle of 36°00'55" from southeast to south with the last above described course, a distance of 85.49 feet to a point on said south line of vacated Cass Street;

thence east along said south line of vacated Cass Street, a distance of 68.24 feet to the point of beginning.

B. All those parts of Blocks 127, 129 and 157 in said City of Omaha, that lie easterly of the follow-

ing described line and westerly of the Harbor Line:

Beginning at a point in the center line of Douglas Street, 100 feet wide, in said City of Omaha, that is N. 88° 07' E. 501.38 feet distant, measured along said center line of Douglas Street, from the east line of 7th Street, produced across said Douglas Street, said point also being 11.90 feet distant westerly, measured along said center line of Douglas Street, from the center line of the proposed floodwall of the East Omaha Drainage District, as surveyed, located and staked out;

thence S. 26° 52' E. along a straight line that forms an angle of 65° 01' from east to southeast with said center line of Douglas Street, a distance of 28.83 feet to a point that is 3.8 feet distant southwesterly, measured at right angles from said center line of proposed floodwall;

thence continuing S. 26° 52' E. along the last described straight line which is parallel with and 3.8 feet distant from said center line of proposed floodwall, a distance of 191.26 feet;

thence S. 19° 35' E. a distance of 251.92 feet;

thence S. 16° 17' E. a distance of 195.91 feet;

thence S. 12° 41' E. a distance of 309.71 feet to a point in the east and west center line of Section 23, Township 15 N., Range 13 East of the 6th Principal Meridian that is 4.0 feet distant west from said center line of proposed floodwall, measured along said east and west center line; said east and west center line of Section 23 also being coincident with the southerly line of said Block 157 in the City of Omaha.

C. A piece or parcel of land situate in and being all that part of Government Lot 4 in said Section 23 described as follows:

Beginning at the southwest corner of said Government Lot 4;

thence North a distance of 528 feet;

thence East a distance of 1044.0 feet to the southeast corner of that certain parcel of land heretofore conveyed by Edward Roddis and Sarah Roddis, his wife, to the Union Pacific Railroad Company by Warranty Deed dated October 19, 1878, recorded in Book 25, page 619, Deed Records of said Douglas County, and which point is also the true point of beginning of this description;

thence North along the east line of said parcel of land heretofore conveyed to the Union Pacific Railroad Company by deed dated October 19, 1878, a distance of 14 feet;

thence N. 86° 30' W. along the north line of said parcel of land heretofore conveyed to the Union Pacific Railroad Company by deed dated October 19, 1878, a distance of 67 feet, more or less, to a point in the easterly right of way line of the Chicago, Burlington & Quincy Railroad Company, formerly the Omaha & Southwestern Railway Company;

thence southeasterly along said easterly right of way line of the Chicago, Burlington & Quincy Railroad Company; a distance of 20 feet, more or less, to a point in the south line of said parcel of land heretofore conveyed by deed dated October 19, 1878;

thence East along said south line of parcel of land heretofore conveyed by deed dated October 19, 1878, a distance of 61 feet, more or less, to the true point of beginning.

D. A piece or parcel of land situate in and being all that part of Government Lot 4 in said Section 23 described as follows:

Beginning at the point of intersection of said easterly right of way line of the Chicago, Burlington & Quincy Railroad Company with a straight line that is parallel with and 396 feet distant North, from the south line of said Government Lot 4;

thence southeasterly along said easterly right of way line to a point thereon that is 180 feet distant southerly, measured at right angles, from the center line of the Union Pacific Railroad Company's bridge across the Missouri River;

thence easterly along a straight line that is parallel with and 180 feet distant southerly, measured at right angles, from said center line of bridge, a distance of 28 feet;

thence southeasterly along a line that is parallel with said easterly right of way line of the Chicago, Burlington & Quincy Railroad Company, a distance of 81.2 feet;

thence easterly along a straight line that is parallel with said center line of Union Pacific Railroad Company's bridge a distance of 63 feet;

thence southeasterly along a straight line to a point in the south line of said Government Lot 4 that is 100 feet distant East of said easterly right of way line of the Chicago, Burlington & Quincy Railroad Company, measured along said south line;

thence East along said south line of Government Lot 4 a distance of 70 feet, more or less to a point in the U.S.Harbor Line on the right bank of the Missouri River;

thence northwesterly along said U.S.Harbor Line a distance of 420 feet, more or less, to a point in a straight line that is parallel with and 396 feet distant North from said south line of Government Lot 4;

thence West along said straight line that is parallel with and 396 feet distant North from said south line of Government Lot 4, a distance of 119 feet, more or less, to the point of beginning.

Excepting therefrom any part thereof occupied by the piers of the Union Pacific Railroad Company's bridge.

The tracts, pieces or parcels of land above described (hereinafter called "Easement Areas") are shown outlined in yellow on the print hereto attached, marked "Exhibit A", dated March 10, 1948, and hereby made a part hereof.

EXCEPTING AND RESERVING to the Grantor, its successors, grantees and assigns, the right to maintain, repair, renew and reconstruct its existing bridge, tracks and facilities, and to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, bridges, viaducts, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said Easement Areas, all or any of which may be fully done (but in such a way as not unreasonably to interfere with said floodwall or with the maintenance of said floodwall) without liability to the Grantee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights and the right of the Grantor to extend and renew the same, and is subject specifically to that certain agreement between the Grantor herein and Anton Kochar of Omaha, Nebraska, dated October 6, 1939, as supplemented and extended by rider dated May 10, 1944, leasing a portion of the Easement Areas to said Kochar for houseboat and garden purposes, and the right of the Grantor herein to renew and extend the same.

The Grantee covenants and it is expressly made a condition of this easement

(a) that the Grantee, its successors and assigns, its or their officers, agents, employes, contractors and subcontractors, shall not construct or cause to be constructed said floodwall or other flood control work or any part thereof less than eight and one-half (8-1/2) feet distant easterly from the center line of the easternmost track of the Grantor in the area in which said floodwall or other flood control

work is to be constructed, including the streets and alleys therein;

(b) that the Grantee, its successors and assigns, its or their officers, agents, employes, contractors and subcontractors, shall not construct, reconstruct or repair, or cause to be constructed, reconstructed or repaired, or engage in the construction, reconstruction, repair or maintenance of, said floodwall or other flood control work in such manner as to interfere with the use by the Grantor of Grantor's tracks and property except as and until authorized thereunto by the Grantor; and

(c) that if the Grantee, its successors or assigns, shall abandon the Easement Areas, or any portion thereof, for use for floodwall and other works for flood control purposes, then and in that event all the rights herein granted shall cease and determine with respect to the portion of the premises so abandoned and the title to the same shall be relieved of the burden of this easement, and it is further agreed that nonuser of the easement granted for a period of one (1) year shall be deemed an abandonment of said premises for such purposes.

TO HAVE AND TO HOLD, subject to said exceptions, reservations, covenants and conditions, the above mentioned easement unto the East Omaha Drainage District, its successors and assigns.

IN WITNESS WHEREOF, the said Union Pacific Railroad Company has caused these presents to be signed by its President and Assistant Secretary, and its corporate seal to be hereunto affixed this 24th day of May, 1948.

Witness:

C. W. Wentz

UNION PACIFIC RAILROAD COMPANY,

By E. F. Whitney
President

Attest:

L. J. Bachman (Seal)
Assistant Secretary.

Comp.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of May, 1948 before me, a Notary Public in and for said county in the State aforesaid, personally appeared G. F. Ashby, 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 G. F. Ashby 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.

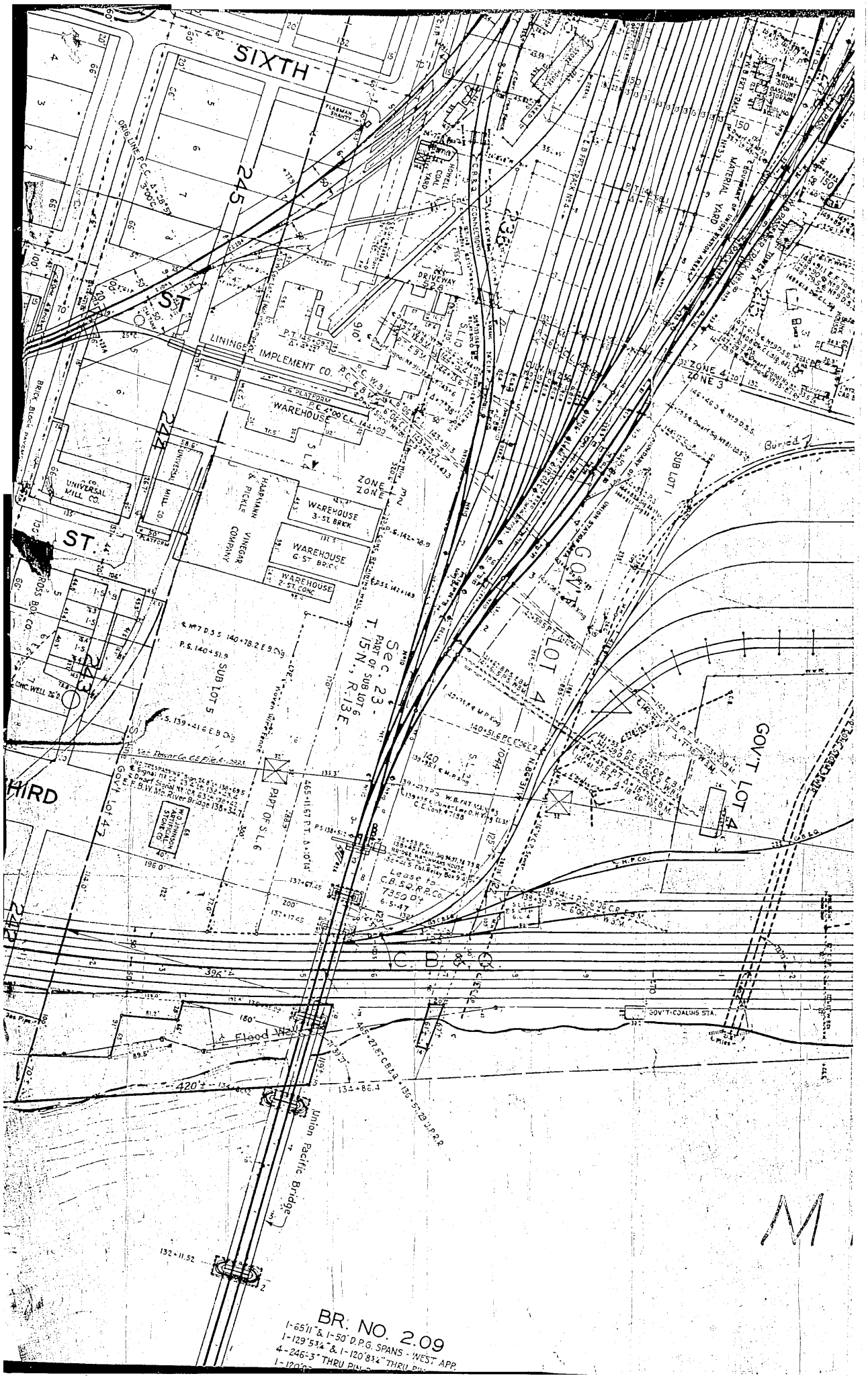
My commission expires May 10, 1954.

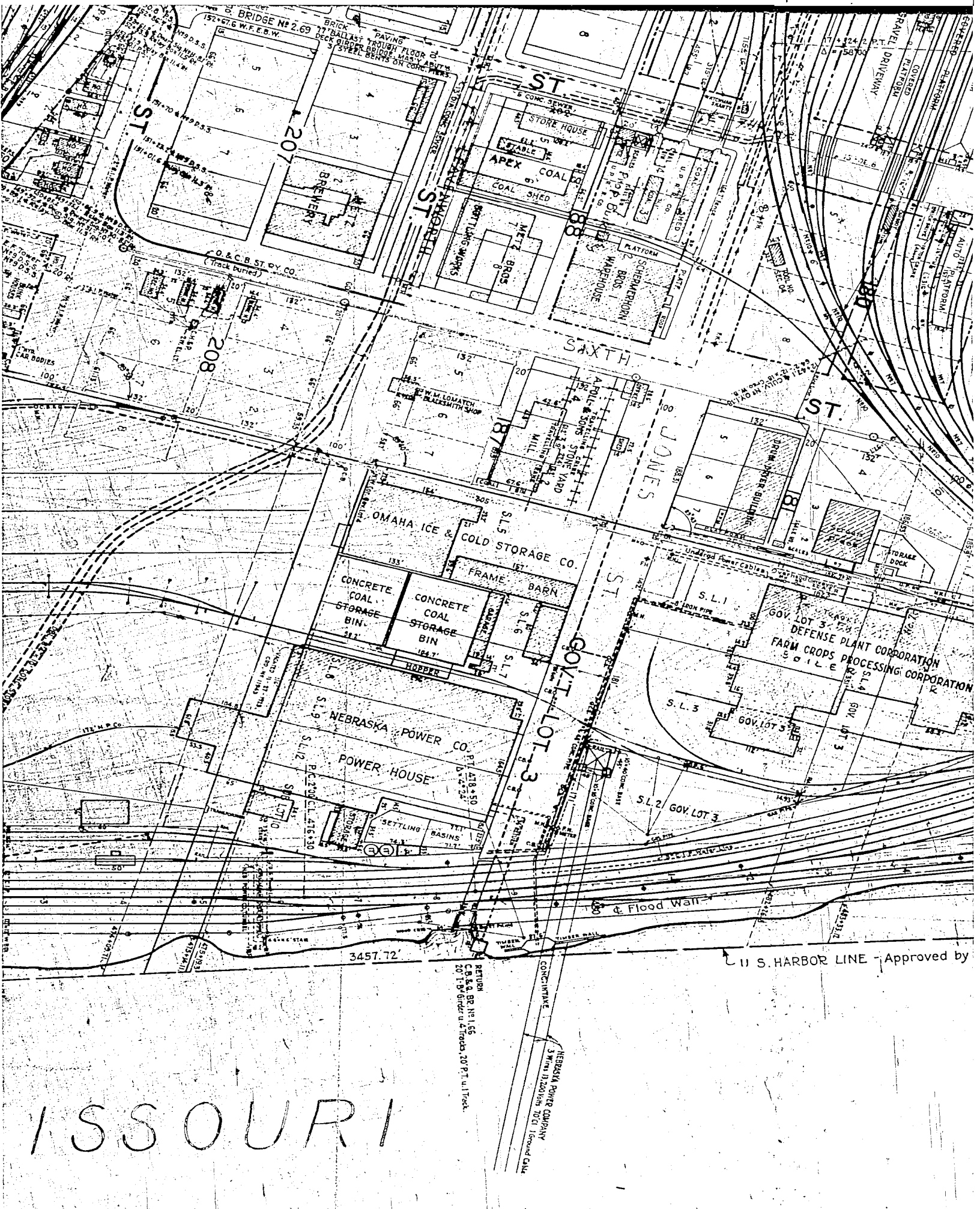
Louis Schulman
Notary Public

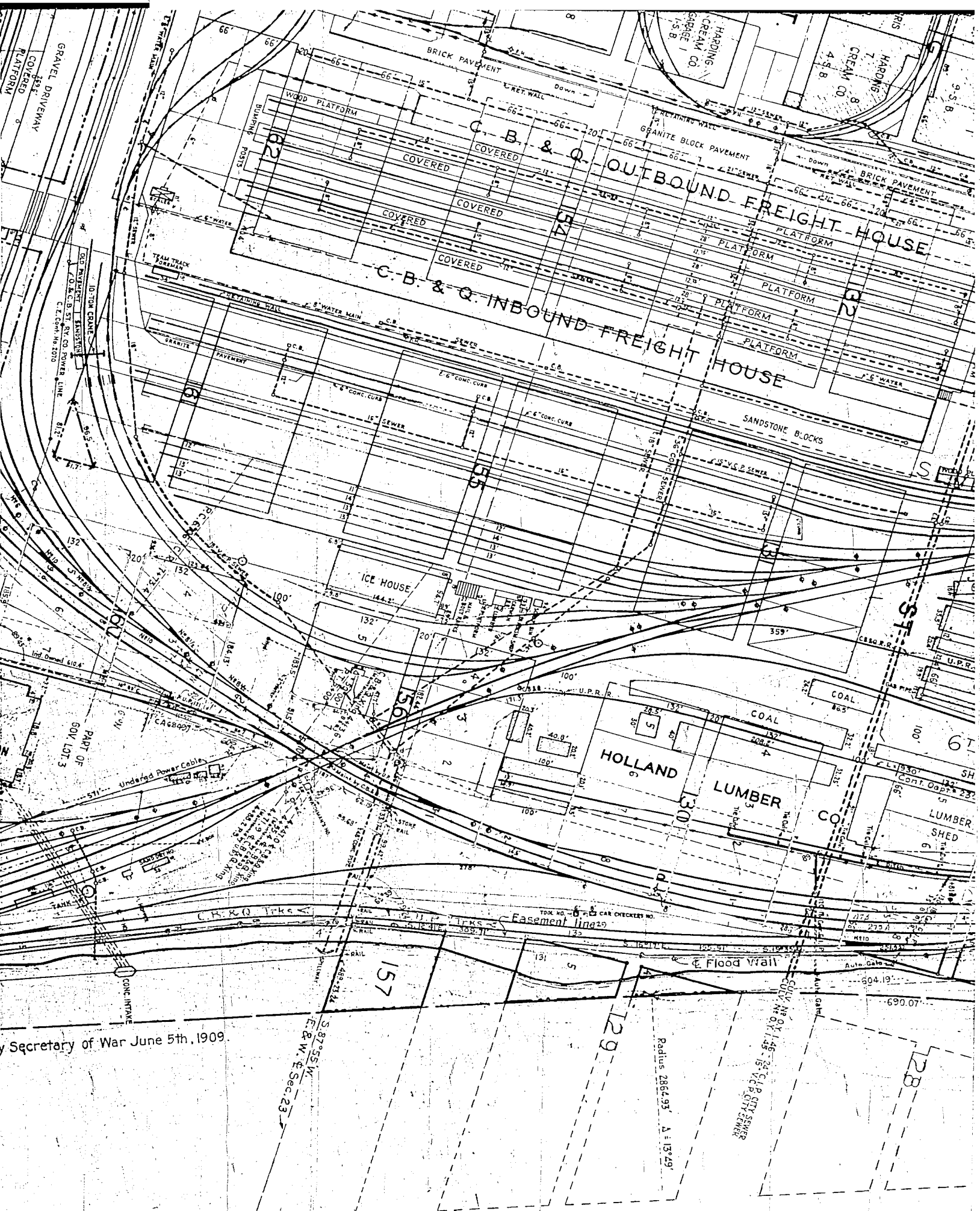
Residing at Omaha

(Seal)

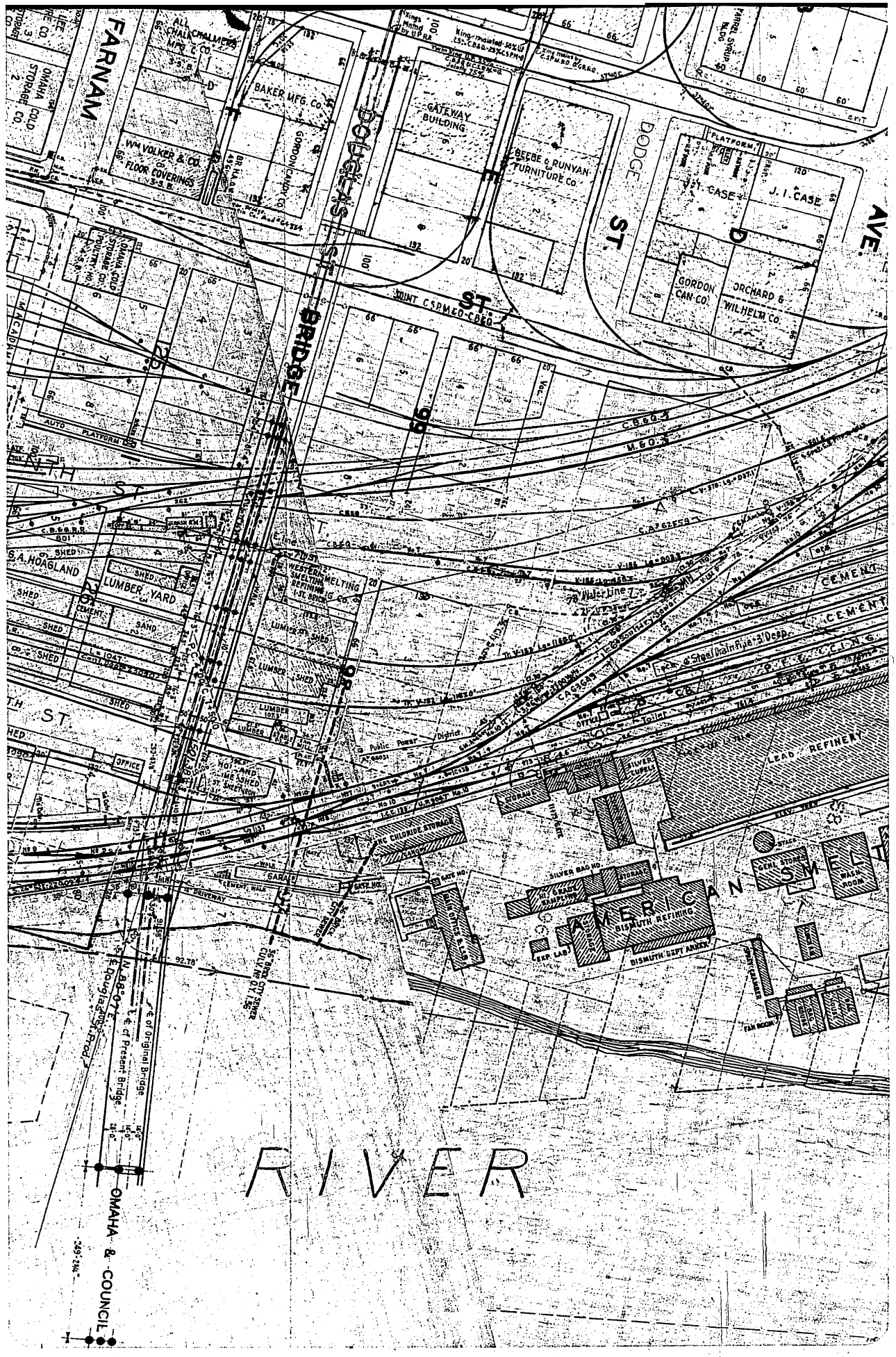
Comp.

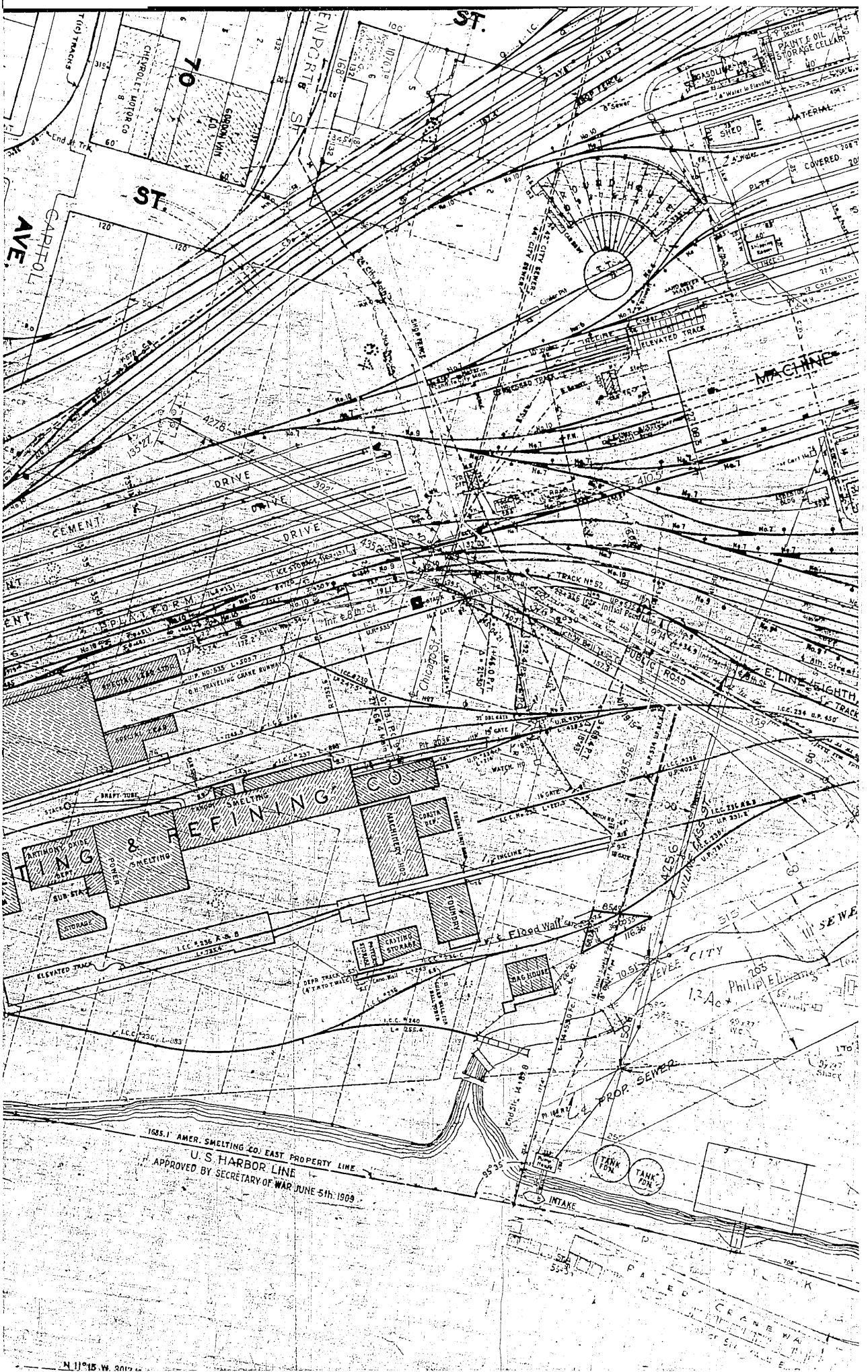

SIXTH
ST
ST.
HIRD
LININGER IMPLEMENT CO.
WAREHOUSE
UNIVERSAL MILL CO.
HAARMANN & PICKLE VINEGAR COMPANY
WAREHOUSE 3-ST. BRICK
WAREHOUSE 6-ST. BRICK
WAREHOUSE 2-ST. CONC.
ZONE 4
ZONE 3
SUB LOT 1
SUB LOT 5
Sec. 23 - T. 15 N., R. 13 E.
PART OF SUB LOT 6
PART OF S.L. 6
GOV'T LOT 4
GOV'T LOT 4
Lease to C.B.&Q.R.R.Co. 7350 Dt. 6-5-47
C. B. & Q.
GOV'T COALING STA.
Flood Wall
Union Pacific Bridge
BR. NO. 2.09
1-65'11" & 1-50' D.P.G. SPANS - WEST APP.
1-129'5¾" & 1-120'8¾" THRU PIN
4-246'-3" THRU PIN
M

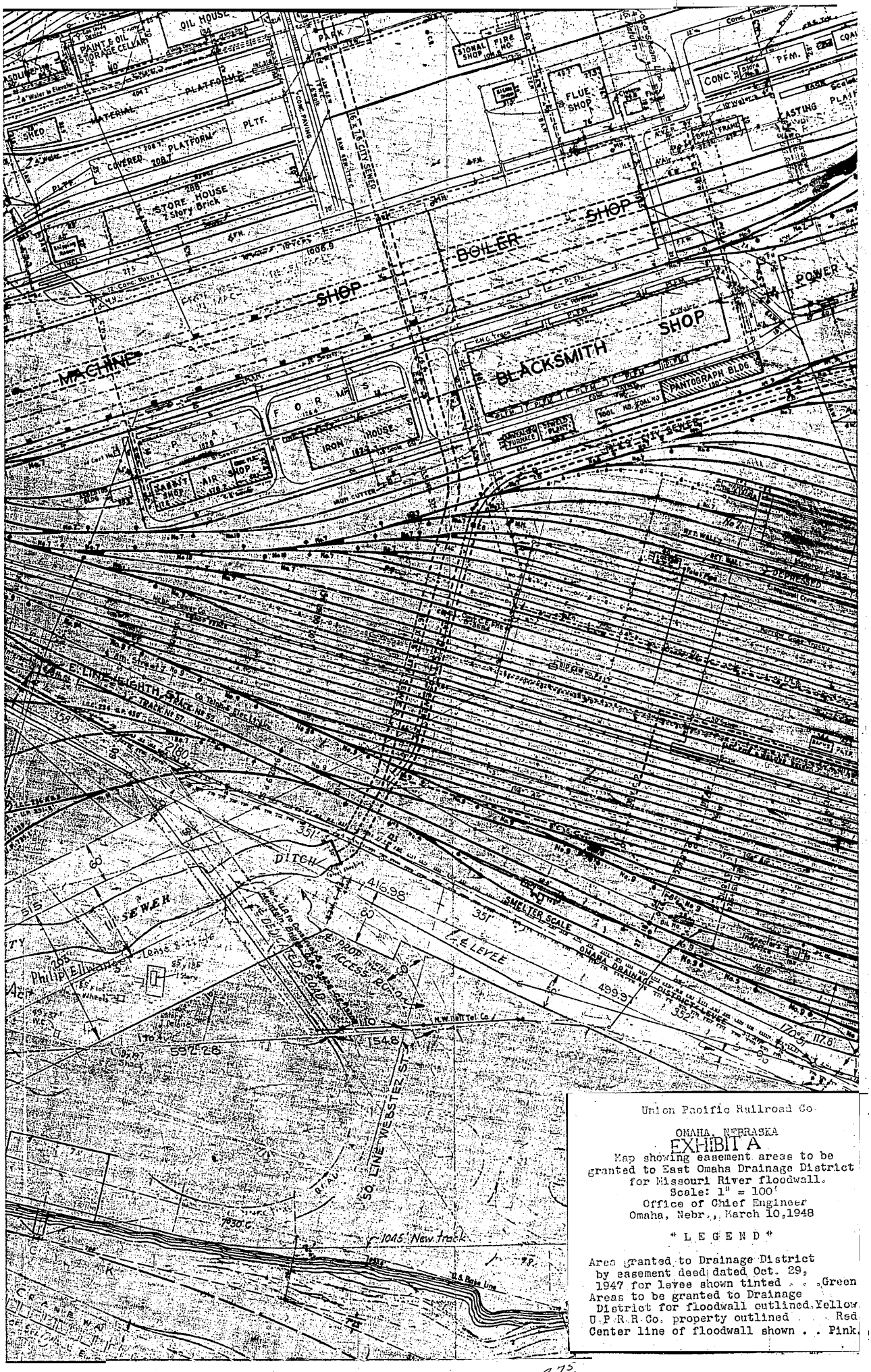

BRIDGE No 2.69
BRICK PAVING
77' BALLAST TROUGH FLOOR
DECK GIRDER BRIDGE, MAS'Y ABUT'S
3 STEEL BENTS ON CONC. PIERS
ST.
STORE HOUSE
STABLE
APEX COAL
COAL SHED
BOTTLING WORKS
METZ BROS.
SCHERMERHORN BROS. WAREHOUSE
PLATFORM
BREWERY
O. & C. B. ST. RY. CO.
(Track buried)
SIXTH
JONES
W. M. LOMATCH BLACKSMITH SHOP
A. FOLL & SONS STONE YARD
MILL
DRUM DRYER BUILDING
STORAGE DOCK
OMAHA ICE & COLD STORAGE CO.
FRAME BARN
CONCRETE COAL STORAGE BIN
CONCRETE COAL STORAGE BIN
HOPPER
GOV. LOT 3
DEFENSE PLANT CORPORATION
FARM CROPS PROCESSING CORPORATION
S. L. 1
S. L. 2
S. L. 3
S. L. 4
S. L. 5
S. L. 6
S. L. 7
S. L. 8
S. L. 9
S. L. 12
NEBRASKA POWER CO.
POWER HOUSE
SETTLING BASINS
STORAGE
GOV. LOT 3
℄ Flood Wall
3457.72'
11 S. HARBOR LINE - Approved by
RETURN
C.B.&Q. BR. No 1.66
20' I-Bd Girder u. 4 Tracks, 20' P.T. u. 1 Track.
CONC. INTAKE
NEBRASKA POWER COMPANY
3 Wires 13,200 Volts 70' Cl 1 Ground Cable
ISSOURI



y Secretary of War June 5th, 1909.


FARNAM
OMAHA COLD STORAGE CO.
ALL CHALMERS MFG. CO.
BAKER MFG. CO.
GORDON CANDY CO.
WM VOLKER & CO. FLOOR COVERINGS
DOUGLAS ST. BRIDGE
GATEWAY BUILDING
BEEBE & RUNYAN FURNITURE CO.
DODGE ST.
PLATFORM
J. I. CASE
GORDON CAN CO.
ORCHARD & WILHELM CO.
AVE.
JOINT C.S.P.M.&O.-C.B.&Q.
C.B.&Q.
M.&O.
AUTO PLATFORM
G.A. HOAGLAND
LUMBER YARD
SHED
CEMENT
SAND
WESTERN SMELTING REFINING
LUMBER SHED
OFFICE
Public Power District
CEMENT
LEAD REFINERY
SILVER CUPELS
STORAGE
ZINC CHLORIDE STORAGE
SILVER BAG HO.
AMERICAN SMELT
BISMUTH REFINING
BISMUTH DEPT ANNEX
EXP. LAB
GENL. STORES
WASH ROOM
FAN ROOM
DRIVEWAY
GARAGE
RIVER
OMAHA & COUNCIL
℄ of Original Bridge
℄ of Present Bridge


ST.
ST.
AVE.
CAPITOL
CHEVROLET MOTOR CO
GORDON VAN CO
PAINT & OIL STORAGE CELLAR
GASOLINE HO
SHED
MATERIAL
COVERED
ELEVATED TRACK
MACHINE
CEMENT
DRIVE
DRIVE
DRIVE
PLATFORM
TRACK No 52
PUBLIC ROAD
E. LINE EIGHTH
Chicago St
SPECIAL LEAD STOR
O.H. TRAVELING CRANE RUNWAY
SPECIAL LEAD
SMELTING
REFINING CO
ANTIMONY OXIDE DEPT
POWER
SMELTING
SUB STA
STORAGE
MACHINERY HO
CONSTR DEP
FOUNDRY
CASTING STORAGE
BAG HOUSE
ELEVATED TRACK
Flood Wall
E. LEVEE CITY
Philip E Livingston
PROP. SEWER
1685.1' AMER. SMELTING CO. EAST PROPERTY LINE
U.S. HARBOR LINE
APPROVED BY SECRETARY OF WAR JUNE 5th 1909
TANK FDN
TANK FDN
INTAKE
PAVED CRANE WAY



30. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS' OFFICE IN DOUGLAS COUNTY, NEBRASKA 8.75
23rd May 1960 AT 3:30 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS