

BOOK 1154 PAGE 658

C. D. No. 46183-1

Sale No. 2164

Deed No. 2139

D E E D

from

THE UNION LAND COMPANY

to

NATIONAL BISCUIT COMPANY

Dated June 28, 1962.

Covering conveyance with warranties of a parcel of land in Douglas County, Nebraska, and easement over an adjacent strip of land for building footings.

6/20/62

ORIGINAL

BOOK 1154 PAGE 654

KNOW ALL MEN BY THESE PRESENTS:

That THE UNION LAND COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska, Grantor, in consideration of the sum of Eight Thousand Six Hundred Seventy-five Dollars (\$8,675.00), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto NATIONAL BISCUIT COMPANY, a corporation existing under and by virtue of the laws of the State of New Jersey, Grantee, the following described real estate, situate, lying and being in the County of Douglas, State of Nebraska, to wit:

A rectangular tract of land situate in the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bounded and described as follows:

Beginning at a point in the north City Limit line of the City of Omaha, and in the north line of Read Street 72.0 feet wide, said point being 490.0 feet distant west, measured at right angles, from the north and south center line of said Section 27;

thence west along said north City Limit line which is also along the north line of Read Street 72.0 feet wide a distance of 250.0 feet;

thence north along a straight line parallel with and 740.0 feet distant west, measured at right angles, from said north and south center line of Section 27, a distance of 173.5 feet;

thence east along a straight line parallel with and 173.5 feet distant north, measured at right angles, from said north line of Read Street a distance of 250.0 feet;

thence south along a straight line parallel with and 490.0 feet distant west, measured at right angles, from said north and south center line of Section 27, a distance of 173.5 feet to the point of beginning;

containing an area of 43,375 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

BOOK 1154 PAGE 655

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, and to all installments of assessments levied upon or assessed against the premises hereinabove described which became or may become due and payable on or after December 5, 1961, 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.

SUBJECT ALSO to all liens and encumbrances and clouds upon or impairments of or defects in the title, if any, created or permitted to be created by any person other than the Grantor since December 5, 1961.

The above-described property is conveyed by the Grantor subject to the following covenants, conditions, 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 for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required.

Each of the foregoing covenants, conditions and restrictions shall run with the land hereby conveyed, and a breach of any one of them, or the continuance thereof, may, at

BOOK 1154 PAGE 656

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, conditions 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, conditions 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 The Union Land 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.

And the said Grantor, for the same consideration as aforesaid, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a PERPETUAL EASEMENT upon, along and under the surface of the following described strip of land of the Grantor for the construction, maintenance, repair, renewal, reconstruction and use of footings for supporting a building to be constructed on the above-described real estate:

A strip of land 1.0 foot wide situate in the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bounded and described as follows:

Beginning at a point 173.5 feet distant north from the north line of Read Street 72.0 feet wide in the City of Omaha, measured along a straight line parallel with and 490.0 feet distant west, measured at right angles, from the north and south center line of said Section 27;
thence west along a straight line parallel with said north line of Read Street a distance of 250.0 feet;

BOOK 1154 PAGE 657

thence north at right angles a distance of 1.0 foot;
 thence east at right angles a distance of 250.0 feet;
 thence south at right angles a distance of 1.0 foot to the point of beginning;
 containing an area of 250.0 square feet;

together with the right of ingress and egress to, from and upon said strip of land for the purpose of exercising the rights herein granted.

The grant of easement herein made is on the express condition that the Grantor, its successors or assigns, shall not be liable to the Grantee, its successors or assigns, for any damage occurring to the footings to be constructed by the Grantee upon the strip of land herein granted in easement howsoever caused.

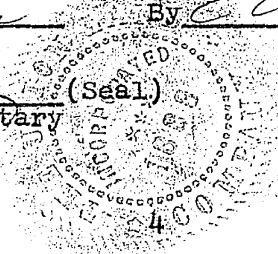
The Grantee by the acceptance of this deed agrees to indemnify and save harmless the Grantor from and against any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorneys' fees, growing out of injury or harm to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, including the footings and appurtenances of the Grantee, when such injury, harm, death, loss, destruction or damage, howsoever caused, grows out of, or arises from, or in connection with, the construction, maintenance, repair, renewal, reconstruction, use or removal of said footings or appurtenances.

It is expressly made a condition of the easement herein made that if the Grantee, its successors or assigns, shall abandon the premises of the Grantor in the location above described for the purpose of said easement, then, and in that event, all the rights herein granted with respect to said easement shall cease and determine and the title to said premises shall be freed from the burden of said easement; and it is further agreed that nonuser of the premises for the period of one (1) year shall be deemed an abandonment of said premises.

IN WITNESS WHEREOF, said The Union Land 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 28th day of June, 1962.

In Presence of: THE UNION LAND COMPANY,
 _____ By W. E. Steward
 Attest: _____ President

J. W. Adams (Seal)
 Assistant Secretary



BOOK 1154

PAGE 658

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

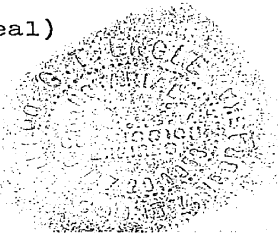
On this 28th day of June, 1962,
before me, a Notary Public in and for said county in the
State aforesaid, personally appeared A. E. Stoddard
to me personally known, and to me personally known to be
President of THE UNION LAND COMPANY, and to be the same per-
son whose name is subscribed to the foregoing instrument,
and who, being by me duly sworn, did say that he is
President of The Union Land 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 A. E. Stoddard acknowledged said instru-
ment to be his free and voluntary act and deed, and the free
and voluntary act and deed of said corporation, by it volun-
tarily 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, 1963.

G. F. Engle
Notary Public

(Seal)



RECEIVED
[Handwritten signature]

1962 JUL 6 PM 4 11

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

Douglas County } ss.
Entered in Mechanical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 1154 of Deeds

Page 653

Thomas J. O'Connor
Register of Deeds

By: Dunaway
Deputy
800
F 27-16-13
Completed

27-16-13