

WARRANTY DEED
BOOK 1595 PAGE 390

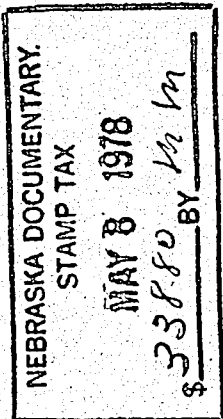
THIS INDENTURE made this 8th day of May,
1978, between GEORGIA-PACIFIC CORPORATION, a Georgia corporation,
hereinafter called "Grantor", and the OMAHA INDUSTRIAL FOUNDATION,
a corporation organized and existing under the laws of the State of Nebraska,
hereinafter called "Grantee".

WITNESSETH:

Grantor for and in consideration of the sum of One Dollar (\$1.00) and
other valuable consideration, in hand paid, the receipt of which is hereby ac-
knowledged, has sold and by these presents does sell, grant, convey and con-
firm unto the Grantee the following described real estate, to-wit:

A tract of land located in Block 1, Omaha Industrial Foundation
District No. 3, a Subdivision in Douglas County, Nebraska, the
boundaries of which are described as follows:

Commencing at the intersection of the northerly right-of-way
line of "L" Street with the westerly right-of-way line of 136th
Street; thence N. 1° 03' 58" E., along said westerly R-O-W line,
350.00 feet to the point of beginning; thence continuing along said
westerly R-O-W line N. 1° 03' 58" E. for a distance of 170.54
feet to a point of curvature; thence continuing along said R-O-W
line 351.18 feet along the arc of a circular curve to the left which
is tangent to the last described course and which has a radius of
447.46 feet and a chord, the length and bearing of which are 342.24
feet and N. 21° 24' 51" W. respectively, to a point of tangency;
thence continuing along said R-O-W line N. 43° 53' 40" W., on a
line tangent to the last described curve, 645.68 feet to a point;
thence S. 46° 06' 20" W. for a distance of 559.32 feet to a point
on the northeasterly right-of-way line of the Union Pacific Rail-
road; thence S. 40° 50' 02" E., along said railroad R-O-W line,
937.12 feet to a point; thence N. 49° 09' 58" E. for a distance of
223.24 feet to a point; thence S. 88° 56' 02" E. for a distance of
190.89 feet to the point of beginning and subject to the easement
shown on the plat.



In this description the centerline of 132nd Street (east line of the N. E. 1/4 of Sec. 1, T14N, R11E of the Sixth Principal Meridian) is assumed to bear due north and south.

TO HAVE AND TO HOLD the premises above described, together with all the tenements, hereditaments and appurtenances thereunto belonging, to the said Grantee, its successors and assigns forever. And the said Grantor for itself and its successors, does hereby covenant and agree to and with the Grantee and its successors and assigns that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; and that they are free from encumbrance except:

- (a) Sewer easements as shown on recorded Plat filed April 18, 1969 in Book 1379 at Page 733 of the Deed Records of Douglas County, Nebraska.
- (b) Protective Covenants filed February 4, 1969 in Book 473 at Page 213 of the Miscellaneous Records of Douglas County, Nebraska.
- (c) The following reservations and restrictions which are to run with the land, are contained in the Warranty Deed from Union Pacific Railroad Company to Omaha Industrial Foundation filed May 29, 1968, in Book 1351 at Page 651 of the Deed Records of Douglas County, Nebraska:
 - (1) A reservation in the grantor, its successors and assigns forever, of all minerals and minerals rights.
 - (2) 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 permission in writing of the Grantor.

(3) 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.

(d) Real estate taxes due December 31, 1977 which shall be prorated to the date hereof and subsequent taxes and assessments.

And the Grantor does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as set forth above.

IN WITNESS WHEREOF, Georgia-Pacific Corporation has caused these presents to be executed by its Chairman and its Assistant Secretary and its Corporate Seal to be hereunto affixed as of the day and year first above written.

GEORGIA-PACIFIC CORPORATION

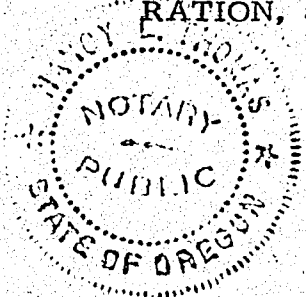


By Robert E. Flowerree Chairman Jap

By Frank G. Breuer Assistant Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 27th day of February, 1978, by ROBERT E. FLOWERREE, Chairman, and FRANK G. BREUER, Assistant Secretary, of GEORGIA-PACIFIC CORPORATION, a Georgia corporation, on behalf of the corporation.



Nancy L. Thomas
Notary Public for Oregon
My commission expires: 4/1/80

Handwritten initials 'f' and 'Mack'.

RECEIVED
1978 MAY -8 PM 4:01
C. W. HANCOCK, CLERK
REGISTER OF DEEDS
CLATSOP COUNTY, OREGON

Handwritten notes and stamps: 'Book 1595', 'Page 392', 'Recd 28', 'Fee 9.25', 'Index', 'Compt', 'N-78-607', '78/607'.