

ORIGINAL

C. D. No. 50691-15

SPECIAL WARRANTY DEEDNEBRASKA DOCUMENTARY
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KNOW ALL MEN BY THESE PRESENTS

That, THE UNION LAND COMPANY, a corporation of the State of Nebraska, Grantor, in consideration of the sum of Six Hundred Twenty Thousand Eight Hundred Sixty-two Dollars (\$620,862.00) to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto OMAHA INDUSTRIAL FOUNDATION, a corporation of the State of Nebraska, Grantee, the real estate situate in Douglas County, Nebraska, described in Exhibit A, hereto attached and hereby made a part hereof.

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 and assigns.

This deed is made SUBJECT to the following:

(a) That certain deed dated August 29, 1944, from The Union Land Company to East Omaha Drainage District, identified in the records of said Land Company as its C.D. No. 27945, covering a perpetual easement for the construction, maintenance, operation, repair, renewal and reconstruction of a levee and other works for flood control purposes over, upon and across a portion of the land described in said Exhibit A;

(b) That certain deed dated May 24, 1946, from The Union Land Company to East Omaha Drainage District, identified in the records of said Land Company as its C.D. No. 27945-1, covering a perpetual easement for the raising and widening, maintenance, operation, repair, renewal and reconstruction of a levee and other works for flood control purposes, over, upon and across a portion of the land described in said Exhibit A;

(c) That certain deed dated July 29, 1946, from The Union Land Company to East Omaha Drainage District, identified in the records of said Land Company as its C.D. No. 27945-2, covering a perpetual easement for the construction, maintenance, operation, repair, renewal and reconstruction of a levee and other works for flood control purposes over, upon and across a portion of the land described in said Exhibit A;

(d) That certain deed dated March 27, 1969, from The Union Land Company to City of Omaha, identified in the records of said Land Company as its C.D. No. 48596-1, Audit No. 3, covering a perpetual easement solely for the purpose of a public roadway over, upon and along a portion of the land described in said Exhibit A;

(e) That certain agreement dated July 30, 1970, between The Union Land Company and Emil W. Papke, identified in the records of said Land Company as its C.D. No. 40385-5, Audit No. 2295, covering lease of a portion of the premises described in said Exhibit A to be used for the raising and harvesting of alfalfa or garden crops of a low-growing variety; said agreement having been amended and extended to and including February 28, 1974;

(f) All taxes and all assessments, general and special, and all unpaid installments of assessments, levied or assessed against the premises described in said Exhibit A and all improvements thereon which may become due and payable subsequent to the date of this deed, 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; and

(g) All easements, rights of way, reservations and restrictions of record.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations and other provisions, the premises described in Exhibit A, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, and the said 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, except as aforesaid, against the lawful claims of all

persons claiming by, from or under it, but against none other.

IN WITNESS WHEREOF, the Grantor 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 December, 1972.

In Presence of:

THE UNION LAND COMPANY,

[Signature]

By [Signature] President

Attest:

[Signature] (Seal)
~~Assistant~~ Secretary



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 28th day of December, 1972,

before me, a Notary Public in and for said county in the State aforesaid, personally appeared J. W. GODFREY

to me personally known, and to me personally known to be President of THE UNION LAND 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 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 J. W. GODFREY 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 11, 1974.

M. R. Sheridan
Notary Public

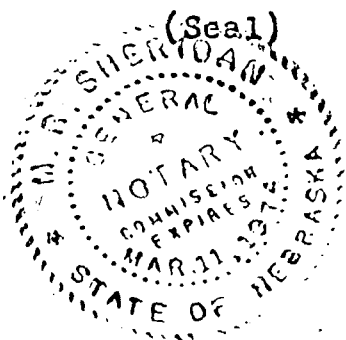


EXHIBIT A

A tract of land situate in the NW $\frac{1}{4}$ of Section 35, T. 16 N., R. 13 E. of the 6th P.M., Douglas County, State of Nebraska, bounded and described as follows:

Commencing at the point of intersection of the easterly extension of the north line of Ida Street in the City of Omaha, with a line that is 40 feet distant east, measured at right angles from the west line of said Section 35;

thence southerly, along a line parallel with said west line of Section 35, a distance of 1,126.67 feet, to the True Point of Beginning, said point also being the southwesterly corner of that certain parcel of land heretofore conveyed by The Union Land Company to Olin Mathieson Chemical Corporation by Warranty Deed dated June 16, 1967, U.L.Co., L.S.C.D. No. 49920-2;

thence southerly, continuing along said parallel line, a distance of 1,047.73 feet, more or less, to the southwest corner of Lot 12 of Block 54 in Geo. H. Boggs Addition;

thence easterly, along the south of Lots 12 thru 1 of Blocks 54, 53, 52 of said Geo. H. Boggs Addition and said south line extended, a distance of 1,885.0 feet to the west line of Eleventh Street, 50 feet wide as now established in said Addition;

thence northerly, along said west line of Eleventh Street, a distance of 774.0 feet to the north line of Vernon Avenue, 50 feet wide as now established;

thence easterly, along said north line, a distance of 650.0 feet to the west line of Tenth Street, 50 feet wide as now established in said Addition;

thence northerly, along said west line, a distance of 132.0 feet to the southeasterly corner of that certain parcel of land conveyed by The Union Land Company to the East Omaha Drainage District by Warranty Deed dated April 24, 1950, U.L.Co., L.S.D.A. No. 2034;

thence westerly, along the southerly line of said deeded parcel, a distance of 50.0 feet to the southwesterly corner of said deeded parcel;

thence northerly, along the west line of said deeded parcel, a distance of 99.0 feet, more or less, to the southerly line of that certain parcel of land heretofore granted by The Union Land Company to East Omaha Drainage District by easement deed dated August 29, 1966 U.L.Co., D.A. No. 1991:

thence southeasterly, along said southerly line, a distance of 56.5 feet to the west line of said Tenth Street;

thence northerly, along said west line, a distance of 625.7 feet, more or less, to the present top of the right bank of the Missouri River;

thence northwesterly along said top of right bank to the northeasterly corner of that certain parcel of land heretofore conveyed by The Union Land Company to Cargill, Incorporated by Deed dated November 4, 1966, U.L.Co., L.S.D.A. No. 2150;

thence southwesterly, along the easterly line of said deeded parcel, a distance of 861.00 feet, more or less, to the northerly line of said parcel of land heretofore conveyed to Olin Mathieson Chemical Corporation;

thence southeasterly, along said northerly line, a distance of 300 feet, to the northeast corner of said deeded parcel;

thence southwesterly, along the easterly line of said deeded parcel, a distance of 400 feet, to the southeast corner of said parcel;

thence northwesterly, along the southerly line of said deeded parcel, a distance of 1,051.51 feet to the True Point of Beginning;

Excepting out any portion of Lots 15 thru 24 inclusive, Block 15 in vacated George H. Boggs Addition to the City of Omaha, as surveyed, platted and recorded and the north 25 feet of Boggs Street, as platted in said addition, adjacent to and abutting said Lots 15 thru 24 inclusive.

Containing an area of 68.4 acres, more or less.

Together with all accretion and riparian rights thereto accruing.

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 C. H. H. OSTLER
 REGISTERED CLERK
 COUNTY CLERK'S OFFICE

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 Kennedy, [Signature]
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