

C. D. No. 33954-5

L. C. No. 1091

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

LUMBERMEN'S BRICK & SUPPLY COMPANY

Dated January 30, 1958.

Covering parcel of land  
in  
Douglas County, Nebraska.

ORIGINAL

## KNOW ALL MEN BY THESE PRESENTS:

That, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of the sum of Eight Thousand Four Hundred Dollars (\$8,400.00) to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto LUMBERMEN'S BRICK & SUPPLY COMPANY, a corporation of the State of Nebraska, Grantee, the following described real estate situate in the County of Douglas, State of Nebraska, to wit:

All that part of Lots Seven (7) and Eight (8) in Block Two Hundred Twenty-five (225), in the City of Omaha, Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot Eight (8);

thence southerly along the east line of said Lot Eight (8) a distance of thirty-seven and fifteen hundredths (37.15) feet to a point thereon;

thence southwesterly along a curve to the left, having a radius of two thousand eight hundred seventeen and ninety-seven hundredths (2817.97) feet, and which is tangent at its point of beginning to a straight line that forms an angle from south to southwest of forty-seven degrees, twenty-six minutes and twenty-three seconds ( $47^{\circ} 26' 23''$ ) with said east line of Lot Eight (8), a distance of one hundred thirty-six and sixty-nine hundredths (136.69) feet to a point in the south line of said Lot Seven (7) that is thirty-three and six tenths (33.6) feet distant east from the southwest corner thereof, measured along said south line;

thence westerly along the south line of said Lot Seven (7), which is a straight line that forms an angle from southwest to west of forty-five degrees, twenty minutes and twenty-three seconds ( $45^{\circ} 20' 23''$ ) with a straight line drawn tangent to the end of the last described curve, a distance of thirty-three and six tenths (33.6) feet to the southwest corner of said Lot Seven (7);

thence northerly along the west line of said Lot Seven (7) a distance of one hundred thirty-two (132) feet to the northwest corner thereof;

thence easterly along the north line of said Lots Seven (7) and Eight (8), a distance of one hundred thirty-two (132) feet to the point of beginning; containing an area of twelve thousand six hundred eighty-two (12,682) square feet, more or less;

INCLUDING that portion of that certain industry

spur track of the Railroad Company which lies within the limits of the land above described, but EXCEPTING and EXCLUDING any and all other improvements upon the premises above described, such other improvements not being the property of the Grantor.

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.

This conveyance is made subject to

- (a) that certain agreement between Union Pacific Railroad Company and the City of Omaha, dated April 14, 1931, covering the construction, operation and maintenance of a sewer under and across the above described property;
- (b) all other outstanding agreements, easements, licenses and rights of way, especially with respect to pipe lines, sewer lines or any other underground installations now existing under the surface of the lands hereinbefore described;
- (c) all taxes and all assessments, general and special, and all unpaid installments of assessments levied upon or assessed against the above described property which have become due and payable subsequent to May 1, 1954, or which hereafter may become due and payable, and the Grantee assumes and agrees to pay, or to reimburse the Grantor, if paid by it, all such taxes and assessments and installments of assessments; and
- (d) all liens, encumbrances, clouds upon, impairments of and defects in the title to the premises above described, created or permitted to be created by the Grantee herein (1) during said Grantee's occupancy of the premises above described under that certain agreement dated November 16, 1948, whereby the Grantor leased said premises to the Grantee for

a five-year term commencing December 1, 1948, and (2) subsequent to May 1, 1954, which is the date of that certain agreement whereby the Grantor agreed to sell and the Grantee agreed to buy said premises upon the terms and conditions in said agreement stated.

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) All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the Grantor. The roof of each such building shall be of fire-resistive material and when any building is without solid foundation the opening between the ground and the floor thereof shall be covered with fire-resistive material.

(b) The Grantee, its successors or 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 the 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.

(c) Said premises shall not be used or occupied at any time for any purpose other than for the purpose 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 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 aforesaid exceptions, reservations and other provisions, the above described premises 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, 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 said Lumbermen's Brick & Supply Company, 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 said Lumbermen's Brick & Supply Company, 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 30th day of January, 1958.

In Presence of: UNION PACIFIC RAILROAD COMPANY,

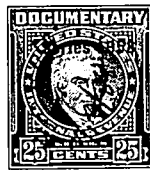
Attest: Arthur [Signature] (Seal) Secretary  
By Log [Signature] Vice President

In Presence of: BANKERS TRUST COMPANY, Trustee,

Attest: T.L. Kesselman  
Walter Jones (Seal) Assistant Secretary  
By [Signature] ASSISTANT Vice President

In Presence of: THE CHASE MANHATTAN BANK, Trustee,

Attest: [Signature]  
[Signature] (Seal) Assistant Secretary  
By [Signature] ASSISTANT Vice President



STATE OF NEW YORK )  
                          ) ss  
COUNTY OF NEW YORK)

On this 30th day of January, 19 58,

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 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, 1958.

(Seal)

*Elizabeth L. Galpine*  
**ELIZABETH L. GALPINE**  
Notary Public, State of New York  
No. 24-6431300  
Qualified in Kings County  
Certificate filed in N.Y. Co. Clk's Office  
Commission Expires March 30, 1958



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

On this 4<sup>th</sup> day of February, 1958,  
 before me, a Notary Public in and for said County in the State  
 aforesaid, personally appeared I. W. HUGHES,  
 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

I. W. HUGHES 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, 1958.

(Seal)



William M. McLaughlin  
 WILLIAM M. McLAUGHLIN  
 Notary Public, State of New York  
 No. 24-7858550  
 Qualified in Kings County  
 Cert. filed in New York County  
 Commission Expires March 30, 1958

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS

On this 7th day of February, 1958,

before me, a Notary Public in and for said County in the State aforesaid, personally appeared M. J. REDLICH

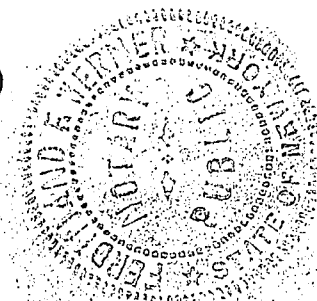
to me personally known, and to me personally known to be an ASSISTANT Vice President of THE CHASE MANHATTAN BANK, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is an ASSISTANT Vice President of The Chase Manhattan Bank; 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 M. J. REDLICH 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 1959

Ferdinand J. Werner  
Notary Public

(Seal)



FERDINAND F. WERNER  
Notary Public, State of New York  
No. 43-4225675  
Qualified in Richmond County  
Cert. filed with New York Co. Clerk  
Commission Expires March 30, 1959

23.

ENTERED IN NOTARIAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 26 DAY Feb 1958 AT 2:09 P M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

9.25