

C. D. No. 40393-3

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

NATHAN CO.

Dated August 27, 1959.

Covering parcel of land
in
Douglas County, Nebraska.

ORIGINAL

8-19-59

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 Sixty Thousand Eight Hundred Nine Dollars (\$60,809.00) to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto NATHAN 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:

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 36, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, described as follows:

Beginning at a point that is 33 feet distant easterly, measured at right angles, from the west line of said Section 36 and that is 33 feet distant northerly, measured at right angles, from the south line of said section;

thence north along a straight line parallel with and 33 feet distant easterly, measured at right angles, from the west line of said Section 36, a distance of 535 feet;

thence easterly along a straight line parallel with the south line of said section a distance of 400 feet;

thence southerly along a straight line parallel with the west line of said Section 36, a distance of 535 feet to a point 33 feet distant northerly, measured at right angles, from the south line of said section;

thence westerly along a straight line parallel with and 33 feet distant northerly, measured at right angles, from said south line of Section 36, a distance of 400 feet to the point of beginning;

INCLUDING that portion of the Grantor's industry spur track 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.

SUBJECT to taxes and assessments as follows:

All taxes and all assessments and all installments of assessments levied upon or assessed against the premises herein conveyed which became or may become due and payable in the year 1959 shall be prorated as of the date hereof between the Grantor and the Grantee, 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 applicable to the period subsequent to the date of this deed, and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.

This conveyance is further made subject to

- (a) all outstanding agreements, easements, licenses, and rights of way with respect to pipe lines, sewer lines, electric power and communication lines and any other installations now existing on, above, or beneath the surface of the land hereinbefore described; and
- (b) all liens, encumbrances, clouds upon, impairments of, and defects in the title to the premises above described, created or permitted to be created by Builders Supply Co., Inc., a corporation of the State of Nebraska, or by Builders Supply Company, a partnership consisting of Maurice M. Udes, of Omaha, Nebraska, and Nathan Udes, of Omaha, Nebraska, and Pine Bluff, Arkansas, during the occupancy by said corporation and said partnership of the premises above described under that certain agreement dated March 17, 1954, identified in the records of the Grantor as C.D. No. 40393, whereby the Grantor leased said premises to said Builders Supply Company, a partnership, for a term of 25 years commencing March 1, 1954, and extending to and including February 28, 1979, the interest of said partnership having, by instrument dated February 1, 1955, been assigned to said Builders Supply Co., Inc.

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 or structures erected upon the premises hereinbefore described shall be set back at least fifty (50) feet from the north line of "F" Street.

(b) 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 Nathan Co., 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 Nathan Co., 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 27th day of August, 1959.

In Presence of:

Attest: A. H. Mathis By [Signature] Vice President
A. B. Thurwood (Seal) Secretary

In Presence of:

Attest: J. E. Galligan By [Signature] Assistant Vice President
C. D. Blakely (Seal) Assistant Secretary
 Wm. H. DEALE

In Presence of:

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



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On this 27th day of August, 1959,

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, 1960

(Seal)

Elizabeth L. Galpine
ELIZABETH L. GALPINE
Notary Public, State of New York
No. 246451303
Qualified in Kings County
Certificate filed in N.Y. Co. Clk's Office
Commission Expires March 30, 1960

STATE OF NEW YORK
COUNTY OF NEW YORK

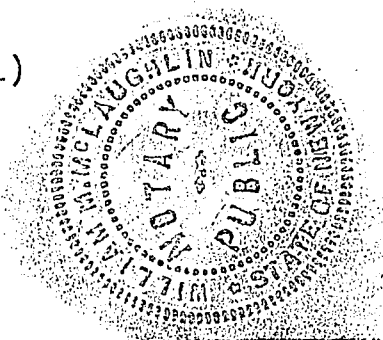
SS

On this 3rd day of September, 1959,
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared WM. H. DEALE,
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
WM. H. DEALE 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, 1960.

(Seal)



William M. McLaughlin

WILLIAM M. McLAUGHLIN
NOTARY PUBLIC, State of New York
No. 24-7858550
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1960

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 8th day of September, 1959,

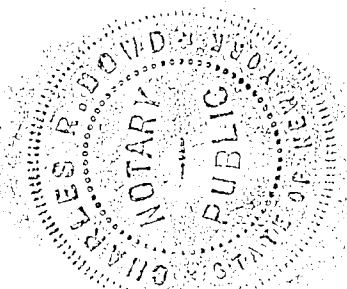
before me, a Notary Public in and for said County in the State aforesaid, personally appeared W. J. REDLICH, to me personally known, and to me personally known to be an ~~ASSISTANT~~ Vice President of THE CHASE MANHATTAN BANK, and to be the same person whose name is subscribed to the foregoing instrument, 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 W. 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 1961.

Charles R. Dowd
Notary Public

(Seal)



CHARLES R. DOWD
Notary Public, State of New York
No. 24-1008650
Qualified in Kings County
Cert. filed with New York Co. Clerk
Commission Expires March 30, 1961