

ORIGINAL

C. D. No. 40393-3-1

RELINQUISHMENT AND QUITCLAIM

THIS INDENTURE, Made this 25th day of February, 1975, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, party of the first part, and NATHAN CO., a corporation of the State of Nebraska, party of the second part, WITNESSETH:

RECITALS

By warranty deed dated August 27, 1959, identified in the records of the party of the first part as C. D. No. 40393-3, LSD Audit No. 2870, the party of the first part conveyed to the party of the second part certain real estate situated in County of Douglas, State of Nebraska, described in Exhibit A, hereto attached.

Said deed was made subject to certain exceptions, reservations, covenants, conditions and restrictions, including, but not limited to, the following:

"(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."

The party of the second part now desires to be relieved of the covenant, condition and restriction above quoted with respect to the land described in Exhibit A. The party of the first part is willing to relinquish, with respect to the land described in Exhibit A, all of its right to have said covenant, condition and restriction kept, observed and performed.

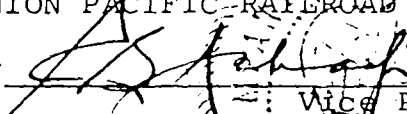
RELINQUISHMENT AND QUITCLAIM

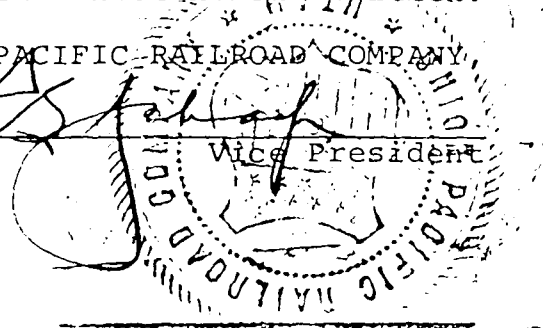
NOW THEREFORE, the party of the first part, in consideration of the sum of One Dollar (\$1.00) to it paid by the party of the second part, receipt whereof is hereby confessed and acknowledged, for itself, its successors and assigns,

hereby relinquishes and quitclaims to the party of the second part, its successors and assigns, forever, the right of the party of the first part to have said covenant, condition and restriction hereinabove quoted in the Recitals hereof kept, observed, and performed by the party of the second part or its successors or assigns, it being the intent hereof to relinquish only the right of the party of the first part with respect to said covenant, condition and restriction, and to leave in full force and effect all other provisions of said deed dated August 27, 1959, and all other rights reserved therein, including, but not limited to, the mineral exceptions and reservations contained in said deed.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed the day and year first herein written.

Attest:
 (Seal)
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY
By  Vice President



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 28TH day of February, 1975,
by C. B. SCHAEFER, Vice President of Union Pacific Railroad
Company, a Utah corporation, on behalf of the corporation.




Notary Public

(Seal)

EXHIBIT A

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 party of the first part'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 party of the first part.

24 9.25
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
13 DAY OF March 1925 AT 3:48 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS