

D E E D

from

UNION PACIFIC RAILROAD COMPANY

to

NIXON & COMPANY

(Warranty Deed as to portion of premises conveyed;  
Quitclaim Deed as to remaining portion)

Dated September 1, 1949.

Covering parcel of land  
in  
Omaha, Nebraska.

9

4- 2-49  
7-19-49  
7-29-49

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 Twenty-two Thousand Four Dollars (\$22,004.00), in hand paid, does hereby grant, bargain, sell, convey and confirm unto NIXON & COMPANY, a corporation of the State of Nebraska, Grantee, the following described real estate and the improvements thereon situate in the County of Douglas and State of Nebraska, to wit:

All those parts of Lots Eight (8) and Nine (9) in Block Eighty-one (81) in the Original City of South Omaha, now a part of the City of Omaha, Douglas County, Nebraska, and vacated Railroad Avenue described as follows:

Beginning at a point in the south line of said Lot Eight (8) that is twelve and two hundredths (12.02) feet distant westerly from the southeast corner of said Lot Eight (8), measured along said south line;

thence westerly along the south line of said Lot Eight (8) and said south line produced, a distance of twenty-six and twenty-six hundredths (26.26) feet to a point in vacated Railroad Avenue;

thence northwesterly along a straight line which forms an angle of seventy-four degrees and fifty-nine minutes ( $74^{\circ} 59'$ ) from west to north with the south line of said Lot Eight (8), produced westerly, a distance of one hundred eighty-two and seventy-eight hundredths (182.78) feet;

thence northeasterly at right angles a distance of one and five tenths (1.5) feet;

thence northwesterly at right angles a distance of two and five tenths (2.5) feet;

thence northeasterly at right angles a distance of two and fifty-one hundredths (2.51) feet to a point in the north line of said Lot Eight (8) produced westerly;

thence easterly along the north line of said Lot Eight (8) produced westerly which is a straight line that forms an angle of fifteen degrees and one minute ( $15^{\circ} 01'$ ) from northeast to east with the last above described line produced a distance of six and three hundredths (6.03) feet to the northwest corner of said Lot Eight (8);

thence northwesterly along the westerly line of Lot Nine (9) in said Block Eighty-one (81), which line is a curve to the left having a radius of five thousand eight hundred forty-five and sixty-five hundredths (5845.65) feet, a distance of one and fifty-six hundredths (1.56) feet to a point thereon;

thence northeasterly along a straight line which forms an angle of fifteen degrees and one minute (15° 01') from east to northeast with a straight line, drawn parallel with the south line of said Lot Nine (9), a distance of twenty-five and seventy-two hundredths (25.72) feet;

thence southeasterly at right angles a distance of two and five tenths (2.5) feet;

thence northeasterly at right angles a distance of one and five tenths (1.5) feet;

thence southeasterly at right angles a distance of three (3) feet;

thence northeasterly at right angles a distance of five and seven tenths (5.7) feet;

thence southeasterly at right angles a distance of fifteen and three tenths (15.3) feet;

thence southwesterly at right angles a distance of five and seven tenths (5.7) feet;

thence southeasterly at right angles a distance of one and seven tenths (1.7) feet;

thence northeasterly at right angles a distance of two and eighty-five hundredths (2.85) feet;

thence southeasterly at right angles a distance of twelve and four tenths (12.4) feet;

thence southwesterly at right angles a distance of two and eighty-five hundredths (2.85) feet;

thence southeasterly at right angles a distance of one hundred fourteen and six tenths (114.6) feet;

thence southwesterly at right angles a distance of eleven and seven tenths (11.7) feet;

thence southeasterly at right angles a distance of forty-two and fifty-eight hundredths (42.58) feet to the point of beginning.

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 all State and County taxes for 1950 and subsequent years, and all Omaha City and School taxes for the

year 1951 and subsequent years, meaning thereby all real estate taxes for State, County, City and School purposes becoming due in the year 1951 and in each year thereafter; and to all special assessments and all installments of special assessments against the premises hereinabove described becoming due subsequent to the delivery of this deed, all of which taxes and assessments and unpaid installments of assessments the Grantee hereby assumes and agrees to pay.

SUBJECT ALSO to -

(a) That certain lease, dated August 27, 1945, identified in the records of the Grantor as C. D. No. 25521-B, from the Grantor herein to Armour and Company, a corporation of the State of Illinois, for a period of five years beginning on the 1st day of September, 1945, unless sooner terminated as in said lease provided, covering a portion of the premises hereinabove described.

(b) That certain agreement, dated October 1, 1935, identified in the records of the Grantor as C. D. No. 21052, between the Grantor and the City of Omaha, whereby the Grantor granted to said City a license to construct, maintain and operate a 15-inch sewer pipe line underneath the surface of the above described premises in the location shown by dashed yellow line on Exhibit A attached to said agreement.

(c) That certain agreement, dated November 18, 1903, between the City of South Omaha as the party of the first part and Union Pacific Railroad Company and Union Stock Yards Company of Omaha (Limited) as the parties of the second part, whereby the said parties of the second part agreed to build and maintain a viaduct along "O" Street over the tracks and other property of said parties, as supplemented by agreements dated, respectively, December 23, 1903, and October 1, 1924, between Union Pacific Railroad Company and Union Stock Yards Company of Omaha (Limited), said agreement of November 18, 1903, being identified in the records of the Grantor as Audit No. 2845, said agreement of December 23, 1903, being identified in the records of the Grantor as Audit No. 2843, and said agreement of October 1, 1924, being identified in the records of the Grantor as Audit No. 24450, C. D. No. 8593, and

RESERVING unto the Grantor and its successors and assigns forever the right of ingress and egress to, from and upon all of the premises herein conveyed, being the premises above and

hereinafter described, to such extent as may be necessary to enable the Grantor to perform its obligations under said agreements of November 18, 1903, December 23, 1903, and October 1, 1924.

TO HAVE AND TO HOLD, subject to the aforesaid provisions, the above described premises with the appurtenances thereunto belonging, unto the said Nixon & Company, 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 the said UNION PACIFIC RAILROAD COMPANY, for the consideration aforesaid, has granted, conveyed, remised, released and quitclaimed, and by these presents does grant, convey, remise, release and forever quitclaim, unto the said NIXON & COMPANY, its successors and assigns forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the following described real estate situate in Douglas County, State of Nebraska, to wit:

All those parts of Lots Eight (8) and Nine (9) in Block Eighty-one (81) in the Original City of South Omaha, now a part of the City of Omaha, Douglas County, Nebraska, described as follows:

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

thence northerly along the east lines of said Lots Eight (8) and Nine (9) a distance of one hundred ninety-one and four tenths (191.4) feet;

thence westerly along a straight line that is parallel with the south line of said Lot Nine (9) and which forms an angle of ninety degrees and twenty-one minutes ( $90^{\circ} 21'$ ) from south to west with the east line of said Lot Nine (9) a distance of seventy-eight and twenty-one hundredths (78.21) feet to a point in the west line of said Lot Nine (9);

thence southeasterly along the west line

of said Lot Nine (9), which line is a curve to the right having a radius of five thousand eight hundred forty-five and sixty-five hundredths (5845.65) feet, a distance of ten and twenty-five hundredths (10.25) feet to a point thereon that is one and fifty-six hundredths (1.56) feet distant northwesterly from the southwest corner of said Lot Nine (9), measured along said west line;

thence northeasterly along a straight line which forms an angle of fifteen degrees and one minute ( $15^{\circ} 01'$ ) from east to north-east with a straight line drawn parallel with the south line of said Lot Nine (9), a distance of twenty-five and seventy-two hundredths (25.72) feet;

thence southeasterly at right angles a distance of two and five tenths (2.5) feet;

thence northeasterly at right angles a distance of one and five tenths (1.5) feet;

thence southeasterly at right angles a distance of three (3) feet;

thence northeasterly at right angles a distance of five and seven tenths (5.7) feet;

thence southeasterly at right angles a distance of fifteen and three tenths (15.3) feet;

thence southwesterly at right angles a distance of five and seven tenths (5.7) feet;

thence southeasterly at right angles a distance of one and seven tenths (1.7) feet;

thence northeasterly at right angles a distance of two and eighty-five hundredths (2.85) feet;

thence southeasterly at right angles a distance of twelve and four tenths (12.4) feet;

thence southwesterly at right angles a distance of two and eighty-five hundredths (2.85) feet;

thence southeasterly at right angles a distance of one hundred fourteen and six tenths (114.6) feet;

thence southwesterly at right angles a distance of eleven and seven tenths (11.7) feet;

thence southeasterly at right angles a distance of forty-two and fifty-eight hundredths (42.58) feet to a point in the south line of said Lot Eight (8);

thence easterly along the south line of said Lot Eight (8) a distance of twelve and two hun-

dredths (12.02) feet to the point of beginning.

Also, all that part of vacated Railroad Avenue described as follows:

Beginning at a point in the north line of Lot Eight (8) in said Block Eighty-one (81) produced westerly that is six and three hundredths (6.03) feet distant westerly from the northwest corner of said Lot Eight (8), measured along said north line produced westerly;

thence westerly along the north line of said Lot Eight (8), produced westerly, a distance of four and fifteen hundredths (4.15) feet;

thence southeasterly along a straight line which forms an angle of seventy-four degrees and fifty-nine minutes ( $74^{\circ} 59'$ ) from east to south with the last above described line, a distance of three and fifty-six hundredths (3.56) feet;

thence northeasterly at right angles a distance of one and five tenths (1.5) feet;

thence northwesterly at right angles a distance of two and five tenths (2.5) feet;

thence northeasterly at right angles a distance of two and fifty-one hundredths (2.51) feet to the point of beginning.

Also, all those parts of vacated "O" Street and vacated Railroad Avenue in said Original City of South Omaha described as follows:

Beginning at the southeast corner of Lot Eight (8), Block Eighty-one (81), in the Original City of South Omaha, now a part of the City of Omaha;

thence southerly along the east line of said Lot Eight (8) produced south, a distance of forty (40) feet;

thence westerly along a straight line that is parallel with the south line of said Lot Eight (8) a distance of twenty-seven and eight tenths (27.8) feet;

thence northwesterly along a straight line which forms an angle of seventy-four degrees and fifty-nine minutes ( $74^{\circ} 59'$ ) from west to north with the last above described straight line produced westerly, a distance of forty-one and forty-one hundredths (41.41) feet to a point in the south line of said Lot Eight (8) produced westerly;

thence easterly along the south line of said Lot Eight (8) and said south line produced westerly, a distance of thirty-eight and twenty-eight hundredths (38.28) feet to the point of beginning. M

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.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD the above described premises unto the said Nixon & Company, and to its successors and assigns forever; 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 to the exceptions and reservations aforesaid, unto the said Nixon & 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





and, 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;

NOW, THEREFORE, Know All Men by These Presents, that said THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, 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 the said Nixon & 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 NATIONAL BANK OF THE CITY OF NEW YORK, Trustee under said mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part this 1st day of September, 1949.

In Presence of [Signature] UNION PACIFIC RAILROAD COMPANY, BY [Signature] Vice President

Attest: [Signature] Assistant Secretary

In Presence of [Signature] BANKERS TRUST COMPANY, Trustee, BY [Signature] Vice President

Attest: [Signature] Assistant Secretary

In Presence of [Signature] THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, Trustee, BY [Signature] Vice President

Attest: [Signature] Corporate Secretary



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

On this 7th day of September, 1949

before me, a Notary Public in and for said County in the State  
 aforesaid, personally appeared E. E. BEACH

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 E. E. BEACH

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.

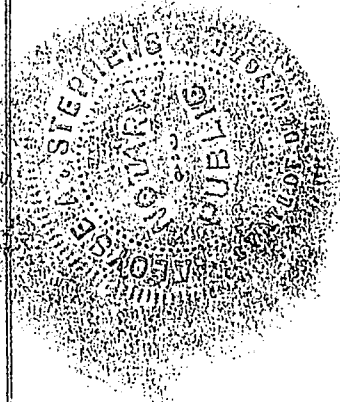
IN WITNESS WHEREOF, I have hereunto set my hand and  
 official seal the day and year last above-written.

My commission expires March 30, 1951

Seal)

Aloyse A. Stephens

ALOYSE A. STEPHENS  
 NOTARY PUBLIC, State of New York  
 No. 03-3835150  
 Qualified in Bronx County  
 Certificates Filed with  
 New York County Clerks and Registers  
 Bronx County Clerks and Registers  
 Term Expires March 30, 1951



STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss

On this 12<sup>th</sup> day of September, 1949,

before me, a Notary Public in and for said County in the State aforesaid, personally appeared C. E. BUCKLEY,

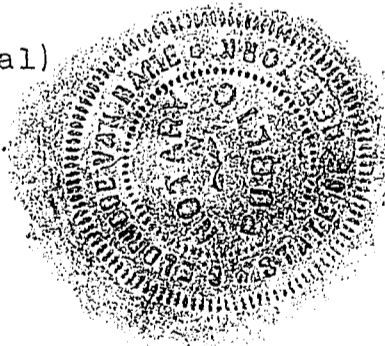
to me personally known, and to me personally known to be a Vice President of THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is a Vice President of The Chase National Bank of the City of New York; 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 C. E. BUCKLEY 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, 1951.

C. Eldridge Van Name  
Notary Public

(Seal)



C. ELDRIDGE VAN NAME  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 43-4079700  
QUALIFIED IN RICHMOND COUNTY  
CERTS. FILED IN N. Y. AND QUEENS CO.  
CLERK'S OFFICES AND N. Y. AND QUEENS  
REGISTER'S OFFICES  
TERM EXPIRES MARCH 30, 1951

42.

RECORDED IN RICHMOND COUNTY AND REGISTERED IN THE REGISTER OF DEEDS OFFICE IN RICHMOND COUNTY, NEW YORK  
30 DAY Sept. 19 49 AT 4:12 P.M. THOMAS L. WOODRUFF, REGISTER OF DEEDS

9.75

99.75