

C. D. No. 35247-2

Deed No. 1084

D E E D

from

UNION PACIFIC RAILROAD COMPANY

to

OMAHA PUBLIC POWER DISTRICT

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

Dated December 31, 1957.

Covering parcels of land  
in  
Douglas County, Nebraska.

11/5/57

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-five Thousand Dollars (\$25,000.00) in hand paid

PART I

does hereby grant, bargain, sell, convey, and confirm unto OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, Grantee, the following described real estate situated in the County of Douglas, State of Nebraska, to wit:

All of Lots 2, 3, 4, 5, 6 and 7 in Block 208 of the Original City of Omaha, Douglas County, Nebraska, as surveyed and platted.

Also, all that portion of Lot 8 in said Block 208, that lies west of a line parallel with and 16 feet distant east, measured at right angles, from the west line of Government Lot 4 in Section 23, Township 15 North, Range 13 East of the Sixth Principal Meridian, in the City of Omaha, Douglas County, Nebraska.

Also, all those portions of Lots 2 and 3 in Block 215 of the Original City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Beginning at the intersection of the north line of said Block 215 with the west line of said Government Lot 4 in Section 23;

thence south along the west line of said Government Lot 4, a distance of 56.12 feet;

thence northwesterly along a straight line forming an angle of 74°32'29" from north to west with the west line of said Government Lot 4, a distance of 22.57 feet;

thence northwesterly along a straight line a distance of 83.5 feet, more or less, to a point in the north line of said Block 215 that is 88.12 feet distant west from the point of beginning;

thence east along the north line of said Block 215 a distance of 88.12 feet to the point of beginning.

The above described property together containing a total area of 55,687 square feet, more or less;

together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, right, title, claim, or demand whatsoever of said Grantor in or to the same, or any part thereof.

SUBJECT to the exceptions, reservations, taxes, assessments and other provisions set forth in Part III of this deed.

TO HAVE AND TO HOLD the above-described premises, as conveyed under this Part I, with the appurtenances unto the said Grantee, its successors and assigns, forever, and the said Grantor, 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 herein mentioned, 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 herein mentioned.

#### PART II

And the said Grantor has remised, released and quit-claimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto the said Grantee, and unto 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 situated in the County of Douglas, State of Nebraska, to wit:

A strip of land 15 feet wide situated in Government Lot 4, of Section 23, Township 15 North, Range 13 East of the Sixth Principal Meridian, in the City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Beginning at the intersection of the south line of the alley in said Block 208 with the west line of said Government Lot 4 in Section 23;  
 thence east along the production of the south line of the alley in said Block 208 a distance of 15 feet;  
 thence north along a straight line parallel with and 15 feet distant east, measured at right angles, from the west line of said Government Lot 4, a distance of 152 feet to a point in the north line of said Block 208 produced east;  
 thence west along the production of the north line of Block 208 a distance of 15 feet to a point in the west line of said Government Lot 4;  
 thence south along the west line of Government Lot 4 a distance of 152 feet to the point of beginning.

Also, all that portion of vacated 6th Street in the City of Omaha, Douglas County, Nebraska, bounded and de-

scribed as follows:

Beginning at the northwest corner of Lot 4 in Block 208 in said City of Omaha;  
 thence west along the south line of Leavenworth Street a distance of 20 feet;  
 thence south along a line parallel and 20 feet distant westerly from the west line of said Block 208 a distance of 132 feet;  
 thence east to the southwest corner of said Lot 4;  
 thence north along the west line of said lot to the point of beginning.

Also, all that portion of vacated 6th Street in the City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Beginning at the southwest corner of Lot 5 in Block 208 in said City of Omaha;  
 thence west along the north line of Marcy Street a distance of 20 feet;  
 thence north along a line parallel with and 20 feet distant westerly from the west line of said block a distance of 132 feet;  
 thence east to the northwest corner of said Lot 5;  
 thence south along the west line of said lot to the point of beginning.

Also, an irregular parcel of land situated in Government Lot 4 of Section 23, Township 15 North, Range 13 East of the Sixth Principal Meridian, in the City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Beginning at the intersection of the north line of Block 215 in the Original City of Omaha with the west line of said Government Lot 4 in Section 23;  
 thence south along the west line of Government Lot 4 a distance of 56.12 feet;  
 thence southeasterly along a straight line forming an angle of  $74^{\circ}32'29''$  from south to east with the west line of said Government Lot 4 a distance of 101.9 feet, more or less, to a point in the easterly property line of the Union Pacific Railroad Company;  
 thence northwesterly along said easterly property line which is a line curving to the right, having a radius of 383 feet, a distance of 201.5 feet, more or less, to a point in the south line of Block 208 of said Original City of Omaha;

thence west along the south line of Block 208, a distance of 19.31 feet, more or less, to a point in the west line of said Government Lot 4;

thence south along the west line of Government Lot 4 a distance of 100 feet, more or less, to the point of beginning.

The above described parcels of land together contain a total area of 15,277 square feet, more or less;

together with all and singular the hereditaments and appurtenances thereunto belonging.

EXCEPTING from the quitclaim made in this Part II a 10-inch steam pipe line and a 4-inch fuel oil pipe line now existing upon, across and under the surface of a portion of the above-described land, and RESERVING unto the Grantor, its successors and assigns, the right to maintain, repair, renew, reconstruct, use and operate said steam pipe line and said fuel oil pipe line upon, across and under the surface of that portion of the above-described land, being more particularly described as follows:

The west 10 feet of the vacated east 20 feet of 6th Street in the Original City of Omaha, Douglas County, Nebraska, as surveyed and platted, extending from the north line produced westerly of Lot 4, of Block 208, to the south line of said lot produced westerly, and extending from the north line produced westerly of Lot 5 in said Block 208 to the south line of said Lot 5 produced westerly,

together with the right of ingress and egress to, upon and from said land last above-described and adjacent lands herein quitclaimed for the purpose of exercising the rights herein reserved.

SUBJECT, however, to the exceptions, reservations, taxes, assessments and other provisions set forth in Part III of this deed.

TO HAVE AND TO HOLD the premises, described under this Part II, unto the said Grantee, its successors and assigns, forever.

### PART III

EXCEPTING from the grant made in Part I hereof and from the quitclaim made in Part II hereof 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 per-

petual 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 or quitclaimed, 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.

The conveyance made in Part I hereof and the quitclaim made in Part II hereof are subject to taxes and assessments as follows:

All taxes and all assessments levied and assessed against the property hereby conveyed and quitclaimed which became or may become due and payable in the year 1957, shall be prorated as of the date hereof between said Grantor and said Grantee and said Grantee assumes and agrees to pay or to reimburse the Grantor for, if paid by it, all such taxes and all assessments applicable to the period subsequent to the date of this deed, and assumes all taxes and all assessments which may become due and payable after said date.

This deed is subject to that certain agreement dated October 29, 1929, between Union Pacific Railroad Company and The City of Omaha, identified in the records of the Grantor as C.D. No. 14748, granting the right for the construction, maintenance and operation of a storm sewer across a portion of the above-described property.

#### PART IV

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 the said Omaha Public Power District, its successors and assigns, forever, its entire right, title, and interest as Trustee in and to the real estate hereinbefore described, 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.

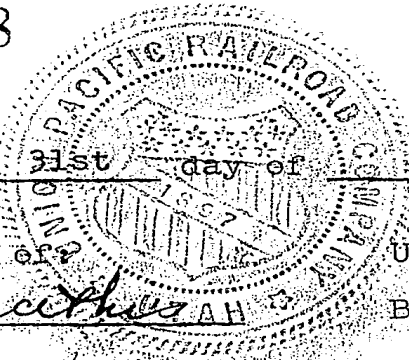
AND WHEREAS, said Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed wherein and whereby said Railroad Company conveyed to said The Chase National Bank of the City of New York as Trustee for 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 the said Omaha Public Power District, its successors and assigns, forever, its entire right, title, and interest as Trustee in and to the real estate hereinbefore described, 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 31st day of December, 1957.

In Presence of Arthur C. [Signature] UNION PACIFIC RAILROAD COMPANY,  
By [Signature] Vice President

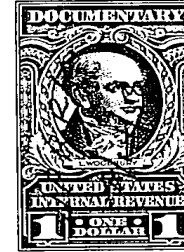
Attest:  
A. B. [Signature] (Seal)  
Secretary

In Presence of: T. L. Kesselman BANKERS TRUST COMPANY, Trustee,  
By [Signature] ASSISTANT Vice President

Attest:  
[Signature] (Seal)  
Assistant Secretary

In Presence of: J. J. Porter THE CHASE MANHATTAN BANK,  
Trustee,  
By [Signature] ASSISTANT Vice President

Attest:  
[Signature] (Seal)  
Assistant Secretary





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

On this 31st day of December, 1957,  
 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. 24-041300  
 Qualified in Kings County  
 Certificate filed in N.Y. Co. CLK's Office  
 Commission Expires March 30, 1958

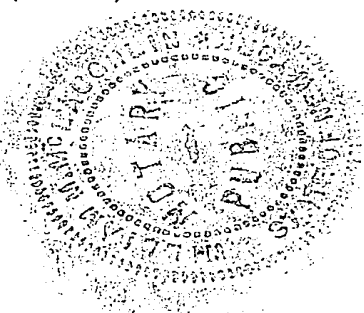
STATE OF NEW YORK )  
                          ) ss  
COUNTY OF NEW YORK )

On this 9th day of January, 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

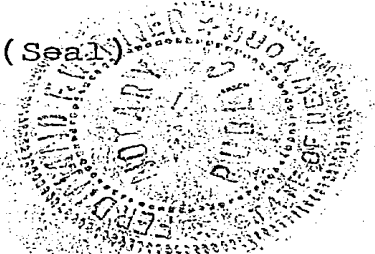
On this 15th day of January, 1958

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 MARCH 30, 1959

Ferdinand F. Werner  
Notary Public



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

25.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 13. 75  
13 DAY March 1958 AT 3:34 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.