

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That OMAHA & COUNCIL BLUFFS STREET RAILWAY COMPANY, a corporation organized under the laws of the State of Nebraska, Grantor, in consideration of Ninety-Thousand and no/100 (\$90,000.00) Dollars to it in hand paid, does hereby grant, bargain, sell, convey and confirm unto DEFENSE PLANT CORPORATION, a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, Grantee, the following described Real Property, situate in the County of Douglas and State of Nebraska, to-wit:

That Part of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-three (23) in Township Fifteen (15), North, Range Thirteen (13) East of the 6th P. M., bounded and described as follows: Commencing at a point on the North line of Jones Street in the City of Omaha, Nebraska, 90 feet East of the Southwest corner of Sublot One (1) of Government Lot Three (3), as surveyed, platted and recorded, said point being Ninety (90) Feet East of gas pipe now in place; thence Eastward along the North line of Jones Street a distance of One Hundred Ninety-four and Six-tenths (194.6) feet; thence Northeasterly a distance of One Hundred Forty-eight and Eight-tenths (148.8) feet to a point on the East line of Sublot Three (3) of Government Lot Three (3) One Hundred Forty-four (144) feet North of the North line of Jones Street, thence North along the East line of Sublot Three (3) of Government Lot Three (3) a distance of One Hundred Forty-one and six-tenths (141.6) feet to a point in the South line of Jackson Street extended Eastward, said point being marked by "T" rail now in place; Thence East along the South line of Jackson Street extended a distance of Thirteen (13) Feet to the Southeast corner of Sublot Four (4) of Government Lot Three (3); thence North Thirty-four (34) degrees, Fifty-seven (57) minutes West a distance of Five Hundred Seventy-one (571) feet to a point marked by a "T" rail now in place; thence South Twelve (12) Degrees West a distance of One Hundred Thirty-two (132) feet to a point in the East line of Block One Hundred Sixty (160) in the original plat of the City of Omaha, as surveyed and lithographed, being also a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section Twenty-three (23); thence South along the East line of said Block One Hundred Sixty (160) and the West line of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of said Section Twenty-three (23) a distance of Three Hundred Thirty-eight and fourtenths (338.4) feet; thence East along the South line of Jackson Street extended Eastward a distance of Fifteen (15) feet; thence South along the West line of Sublot One (1) of Government Lot Three (3) a distance of Two Hundred Twenty-five and Six-tenths (225.6) feet; thence East on a line parallel to the



North line of Jones Street a distance of Ninety (90) feet; and thence South a distance of Sixty (60) feet to the point of beginning, all in the City of Omaha, Nebraska, containing approximately Three and Seventy-eight hundredths, (3.78) acres;

Also, all that part of Government Lot Three (3) in Section Twenty-three (23), Township Fifteen (15) North, Range Thirteen (13) East of the 6th P. M., which lies North of the North line of Jackson Street extended East to the Missouri River and East of the East line of the right-of-way of the Omaha and Southwestern Railroad Company, together with all riparian rights thereto, all in the City of Omaha, Nebraska;

But not including:-

1. The possession of that portion of the building structure on the aforescribed premises occupied and used by Grantor for location of its electric switches and switching operations, Grantor reserving the right to the use of said aforescribed portion of said building structure for the purposes above indicated, until a new switching station has been constructed elsewhere and until Grantor's switching station has been relocated, Grantor agreeing to proceed with reasonable dispatch with the construction and removal aforesaid after securing the priorities and materials necessary for such construction.

2. All switching equipment, connections thereto, including cables and electrical equipment; the electrically driven automatic sump pump and other auxiliary electrical equipment now located on said premises herein granted, including cables now located along north wall of basement of building thereon, and grantor reserves the right to maintain and operate the aforementioned equipment on said premises as now located, including the right to maintain and operate said cables, until a new switching station has been constructed and connections thereto are completed, reserving the right, at said time, to detach and remove said equipment from said premises, including the site of the present switching station now located in the building on said premises.

The grant of abovedescribed premises is subject to existing easements therein to railroad companies, including the Union Pacific Railroad Company and the Chicago, Burlington & Quincy Railroad Company, for trackage purposes, and subject to existing easements therein to utilities, including the Nebraska Power Company, for wire crossings thereover and for maintenance of pole lines thereon for electrical service, and subject to trolley and trackage rights of Nebraska Power Company over Chicago, Burlington & Quincy Railroad Company tracks located on said premises, and subject to any easements of the City of Omaha therein for sewerage or any other public purposes, and subject to grantor's obligations to Chicago, Burlington & Quincy Railroad Company growing out of construction and maintenance of intake and underground connections

thereto, upon said premises and under the tracks of said company, and subject to obligations of grantor to Chicago, Burlington & Quincy Railroad Company arising out of construction of discharge sewer line in north sidewalk space in Jones Street passing along and under said Company's tracks into river, and subject to other easements or agreements pertaining to the aforescribed property or appertaining thereto, with the railroads, utilities and city aforesaid, which grantee herein and hereafter assumes and agrees to perform and hold harmless the grantor thereon.

Grantor reserves unto itself, its successors and assigns a perpetual easement over, across and under the following described portion of the property conveyed hereby:

Beginning at a point on the West line of Sublot One (1), Government Lot Three (3), Sixty (60) Feet North of the North line of Jones Street; thence North along the West line of said Sublot One (1) a distance of Two Hundred Twenty-five and Six-tenths (225.6) feet to the South line of Jackson Street extended; thence West along the South line of Jackson Street a distance of Fifteen (15) feet to the West line of the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Twenty-three (23); thence North along said quarter section line a distance of Two Hundred Fifty-two (252) feet, more or less, to the North line of alley between Howard Street and Jackson Street; thence East Thirty-two and Four-tenths (32.4) feet; thence South Eighty-one and Three-tenths (81.3) feet, more or less, along a line parallel to the West line of the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Twenty-three (23), to the North line of the building; thence West along the North line of building a distance of Six (6) feet; thence South along the West line of building a distance of One Hundred Seventeen and Five-tenths (117.5) feet; thence East along building line Fourteen (14) feet; thence South along building line, and building line extended, a distance of Two Hundred Seventy-eight and Eight-tenths (278.8) feet, more or less, to a point Sixty (60) feet North of North line of Jones Street; thence West Twenty-five and Two-tenths (25.2) feet, more or less, to point of beginning.

Said easement to be for the location, construction and maintenance of underground conduits and manholes and for the location and maintenance of underground high voltage cables, and for the location and maintenance of high voltage cables and conduit construction hereafter to be moved from the basement of said structure to said reserved premises, and for the location and/or maintenance of overhead pole line construction which serves the Nebraska Power Company with direct current power. Grantee, its successors and assigns, hereby agrees that it will not use that portion of the said premises last above described, covered by said easement, in any way so as to endanger the underground cable construction of the grantor, and will not construct or operate a steam railroad track or any other obstruction over the underground ducts of the grantor that will endanger the underground cable construction or prevent free access thereto. Grantor reserves the right to have unrestricted access to said premises, occupied by its wires, cables, manholes, etc. for any proper purpose in

connection with the repair, construction and maintenance thereof.

Together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Claim or Demand whatsoever of the said Grantor of, in or to the same or any part thereof, subject to the above exceptions, reservations and agreements.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, and to its successors and assigns forever. And the said Grantor, for itself, and its successors, does covenant with the said Grantee and with its successors and assigns, that it is lawfully seized of said premises, that they are free from incumbrances, save as above set out; that it has good right and lawful authority to sell the same, and that it will and its successors shall warrant and defend the same unto the said Grantee and its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said Omaha & Council Bluffs Street Railway Company, Grantor, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, this 28th day of January, 1943.

IN Presence of

[Signature]

OMAHA & COUNCIL BLUFFS STREET RAILWAY COMPANY,

By [Signature] President.

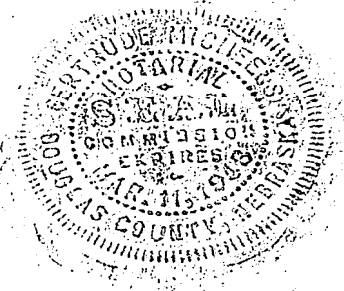
Attest [Signature] Secretary.

STATE OF NEBRASKA, )  
County of Douglas. ) ss.

On this 28th day of January, 1943, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Fred P. Hamilton, President, and C.A. Colvin, Secretary, of Omaha & Council Bluffs Street Railway Co., who are personally known to me to be the identical persons whose names are affixed to the above Deed as President and Secretary, respectively, of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

Witness my hand and official seal at Omaha in said County the date aforesaid.

[Signature]  
Notary Public.



23.

Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska  
1 day February 1943 at 3:54 P.M. Thomas J. O'Connor, Register of Deeds.