

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 One Hundred Seventy-four Thousand Six Hundred Eighty-three Dollars (\$174,683.00) in hand paid, does hereby grant, bargain, sell, convey and confirm unto AMERICAN SMELTING & REFINING COMPANY, a corporation of the State of New Jersey, Grantee, the following described real estate situate in the City of Omaha, County of Douglas, State of Nebraska, to wit:

That certain tract of land in said City of Omaha described as follows:

Beginning at a point in the north line of Douglas Street that is one hundred twenty-eight and three-tenths (128.3) feet distant east of the east line of Sixth Street;

thence northwesterly along a straight line forming an angle from west to northwest of fifty-seven degrees, fifty-seven minutes and thirty seconds ($57^{\circ} 57' 30''$) with said north line of Douglas Street, a distance of five hundred thirty-three and four-tenths (533.4) feet to a point;

thence southwesterly along a straight line forming an angle from southeast to southwest of ninety degrees (90°) with the last described course, a distance of thirteen (13) feet to a point;

thence northwesterly along a straight line forming an angle from northeast to northwest of ninety degrees (90°) with the last described course, a distance of seven hundred sixty-one and four-tenths (761.4) feet to a point;

thence northeasterly along a straight line forming an angle from southeast to northeast of ninety degrees (90°) with the last described course, a distance of thirteen and three-tenths (13.3) feet to a point;

thence northwesterly along a straight line forming an angle from southwest to northwest of ninety degrees (90°) with the last described course, a distance of one hundred seventy-two and two-tenths (172.2) feet to a point;

thence northwesterly along a line curving to the right, having a radius of seven hundred fifty-two and sixty-one hundredths (752.61) feet and which is tangent at its point of beginning to the last described course, a distance of one hundred ninety-one and one-tenth (191.1) feet, more or less, to a point in the east line of Eighth Street as originally established;

thence northerly along said east line of Eighth Street a distance of thirty-nine and five-tenths (39.5) feet, more or less, to a point in the southeasterly line of that certain tract of land which was heretofore conveyed by the Union Pacific Railroad Company to the

City of Omaha, Nebraska, by warranty deed dated March 17, 1926 and recorded on page 21 of Book 538 of Deeds of the records of said Douglas County;

thence northeasterly along the southeasterly line of said tract of land which was heretofore conveyed by said Union Pacific Railroad Company to said City of Omaha by said warranty deed dated March 17, 1926, as aforesaid, which is a straight line forming an angle from north to northeast of fifty-three degrees, forty-six minutes and nineteen seconds ($53^{\circ} 46' 19''$) with said east line of Eighth Street as originally established, a distance of ten and three-tenths (10.3) feet to a point;

thence northeasterly along the easterly line of said tract of land which was heretofore conveyed by said Union Pacific Railroad Company to said City of Omaha by said warranty deed dated March 17, 1926, as aforesaid, which is a straight line forming an angle from northeast to north of forty-five degrees, four minutes and twenty-one seconds ($45^{\circ} 04' 21''$) with the last described course produced, a distance of one hundred forty and seven-tenths (140.7) feet to a point;

thence northeasterly along the easterly line of said tract of land which was heretofore conveyed by said Union Pacific Railroad Company to said City of Omaha by said warranty deed dated March 17, 1926, as aforesaid, which is a straight line forming an angle from north to northeast of two degrees, thirty-nine minutes and thirty-one seconds ($2^{\circ} 39' 31''$) with the last described course produced, a distance of one hundred fifty-seven and three-tenths (157.3) feet, more or less, to a point in the south line of vacated Cass Street, as said street was originally established;

thence easterly along said south line of vacated Cass Street and along said south line produced easterly, which is a straight line forming an angle from southwest to east of one hundred one degrees, nineteen minutes and fifteen seconds ($101^{\circ} 19' 15''$) with the last described course, a distance of seven hundred forty-three and seven-tenths (743.7) feet, more or less, to a point in the United States Government Harbor Line along the right bank of the Missouri River as established by the United States Engineers and approved by the Secretary of War on June 5, 1909;

thence southerly along said United States Government Harbor Line, which is a straight line forming an angle from west to south of ninety-five degrees and thirty-five minutes ($95^{\circ} 35'$) with the last described course, a distance of one thousand six hundred eighty-five and one-tenth (1685.1) feet to a point;

thence southerly along said United States Government Harbor Line, which is a line curving to the left having a radius of two thousand eight hundred sixty-four and ninety-three hundredths (2864.93) feet and which is tangent at its point of beginning to the last described course, a distance of eighty-one and one-tenth (81.1) feet, more or less, to a point in said north line of Douglas Street as originally established;

thence westerly along said north line of Douglas Street a distance of one hundred twenty-two (122) feet, more or less, to the point of beginning;

containing an area of twenty-two and forty-two hundredths (22.42) acres, more or less;

and all trackage and improvements thereon belonging to the Grantor;

SUBJECT, however, to

- (a) public rights of navigation and fishery and rights of the United States of America for navigation and river improvement;
- (b) all taxes and assessments, general and special, assessed or levied or in any manner imposed upon the above described premises subsequent to January 1, 1927 which the Grantee assumes and agrees to pay;
- (c) all liens and encumbrances heretofore created or suffered to be made by the Grantee; and
- (d) the right of the City of Omaha to continue the maintenance, use and operation of, and to reconstruct, the sewer ditch now located in the north-east corner of the said premises;

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

TO HAVE AND TO HOLD the above described premises with the appurtenances unto the said American Smelting & Refining Company and its successors and assigns forever, and the said Union Pacific Railroad Company for itself, its successors and assigns, does covenant with said American Smelting & Refining Company and its successors and assigns

that it is lawfully seised of said premises, that they are free from encumbrance 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 American Smelting & Refining Company and 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 unto the said American Smelting & Refining 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.

This deed is executed by the Trustee without covenant or warranty, express or implied, and without recourse against it in any event.

IN WITNESS WHEREOF, the Grantor, Union Pacific

Railroad Company, and the Bankers Trust Company, Trustee under said mortgage deed of July 1, 1897, each has caused this deed to be duly executed on its part this 16th day of April, 1946.

In Presence of:

UNION PACIFIC RAILROAD COMPANY,

D. W. Nairn

By

E. G. Smith

Vice President

Attest:

[Signature] (Seal)
Assistant Secretary

In Presence of:

BANKERS TRUST COMPANY, Trustee,

[Signature]

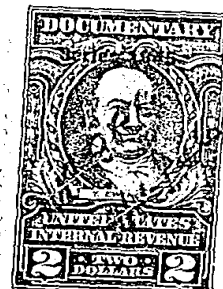
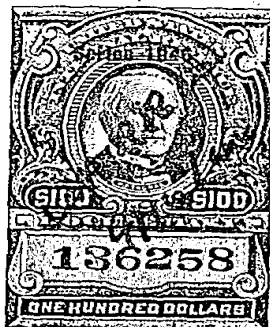
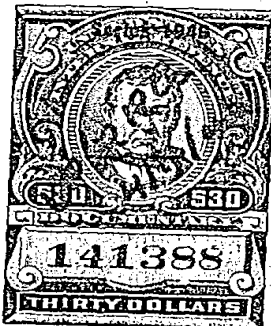
By

[Signature]

Vice President

Attest:

[Signature] (Seal)
Assistant Secretary



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On this 23rd day of April, 1946,

before me, a Notary Public in and for said County in the State aforesaid, personally appeared R. G. PAGE

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 R. G. PAGE 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 1948

(Seal)

Henriette M. Smith



HENRIETTE M. SMITH
NOTARY PUBLIC, WESTCHESTER COUNTY
Certificates filed in
N. Y. Co. Clk's No. 1326, Reg. No. 848-S-8
Commission Expires March 30, 1948

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