

62-48

C. D. No. 32670-2  
L.C. Deed No. 690

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

THE CITY OF OMAHA

Dated NOVEMBER 5, 1947.

Covering parcel of land  
in  
Omaha, Nebraska.

ORIGINAL

## KNOW ALL MEN BY THESE PRESENTS,

That, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of the conveyance to it by THE CITY OF OMAHA, a municipal corporation of the State of Nebraska, Grantee, of certain real estate situated in the City of Omaha, Douglas County, Nebraska, and of other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said THE CITY OF OMAHA, the following described real estate situated, lying and being in the County of Douglas, State of Nebraska, to wit:

A strip of land 60 feet wide, situate in and extending across Blocks 34, 32 and 1, the vacated alleys in said blocks, and the vacated portions of Chicago, Cass, California and Webster Streets in the City of Omaha, Douglas County, Nebraska, as said blocks, streets and alleys were originally established, being 30 feet in width, measured at right angles and/or radially, on each side of the following described center line;

Beginning at a point in the south line produced west of said Block 34, that is 31.6 feet distant west from the southwest corner of said block;

thence northeasterly along a straight line a distance of 15 feet to a point which is 19.5 feet west of the west line of said Block 34;

thence northeasterly along a straight line a distance of 121.4 feet to a point in the west line of said Block 34 that is 149.3 feet distant south of the northwest corner of said block, measured along said west line;

thence northeasterly along a straight line a distance of 254.4 feet, more or less, to a point in the north line of vacated Cass Street that is 50 feet distant easterly from the east line of vacated Eighth Street, measured along said north line of vacated Cass Street;

thence continuing northeasterly along the last described line produced a distance of 64.59 feet to a point;

thence northeasterly along a straight line forming an angle from northeast to east of  $9^{\circ}54'20''$  with the last described course produced northeasterly a distance of 210.79 feet to a point;

thence northeasterly along a line curving to the left having a radius of 478.34 feet, tangent at its point of beginning to the last described line a distance of 79.17 feet to a point;

thence northeasterly along a straight line tangent to the end of the last described curve a distance

of 179.10 feet to a point;

thence northeasterly along a line curving to the right, having a radius of 301.56 feet tangent at its point of beginning to the last described line a distance of 202.63 feet to a point;

thence northeasterly along a straight line tangent to the end of the last described curve a distance of 44.04 feet to a point in the easterly line produced northwesterly of said Block 1, which is 44.08 feet distant northerly from the northeast corner of said block when measured along the easterly line of said block produced northwesterly;

EXCEPTING therefrom:

(a) that portion of Lot Four (4), Block Thirty-four (34), heretofore conveyed by the Grantor to the Grantee by warranty deed dated September 18, 1924, which is included within the above described strip of land; and

(b) that portion of Eighth Street which is included within the above described strip of land.

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.

And further EXCEPTING AND RESERVING unto the Grantor, its successors and assigns, the right to maintain and operate its railroad tracks now located upon and across said described strip of land, and the further right to construct and thereafter to maintain and operate additional railroad tracks upon and across said described strip of land.

This deed is made SUBJECT to all outstanding superior rights, including those for other roadways and rights of way for ditches, pipe lines, pole and wire lines, levees, dikes, and other flood control works, and the right of renewals and extensions of the same.

TO HAVE AND TO HOLD the said premises with all the rights and appurtenances thereunto belonging unto said THE

CITY OF OMAHA, Grantee, its successors and assigns, forever, and the said UNION PACIFIC RAILROAD COMPANY, for itself and its successors and assigns, does hereby covenant with the said Grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and has good right and lawful authority to sell and convey the same, and that it will warrant and defend the title to said premises unto the said Grantee, 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, subject, however, to the exceptions, reservations, covenants and conditions aforesaid, unto the said The City of Omaha, 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 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;

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, reservations, covenants and conditions aforesaid, unto the said The City of Omaha, 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 5th day of November, 1947.

In Presence of:

W. Ross

UNION PACIFIC RAILROAD COMPANY,

By

C. Smith

Vice President

Attest:

A. B. Sherwood (Seal)

Assistant Secretary

In Presence of:

L. E. Van Etters

BANKERS TRUST COMPANY, Trustee,

By

Vice President

Attest:

G. R. Ince (Seal)

Assistant Secretary

In Presence of:

M. Redlich

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, Trustee,

By

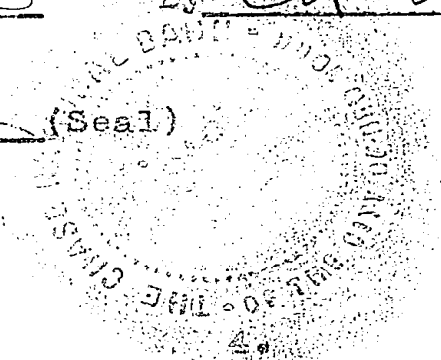
C. J. ...

Vice President

Attest:

W. P. ... (Seal)  
Trust Officer

CORPORATE TRUST OFFICER



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

On this 5th day of November, 1947,

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

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 E. G. SMITH

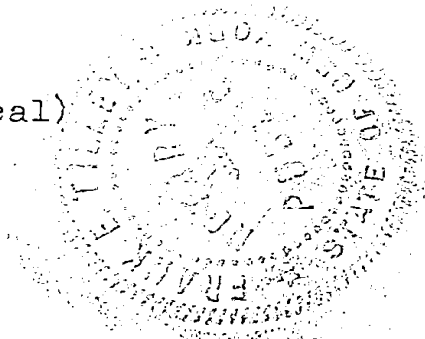
acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

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

My commission expires March 30, 1949.

Frank E. Tilley

(Seal)



FRANK E. TILLEY  
Notary Public, State of New York  
Residing in Kings County  
Kings County Clerk's No. 186  
N. Y. County Clerk's No. 3  
Commission Expires March 30, 1949

STATE OF NEW YORK )  
 ) SS  
 COUNTY OF NEW YORK )

On this 10<sup>TH</sup> day of NOVEMBER, 1947,  
 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 speci-  
 fied therein.

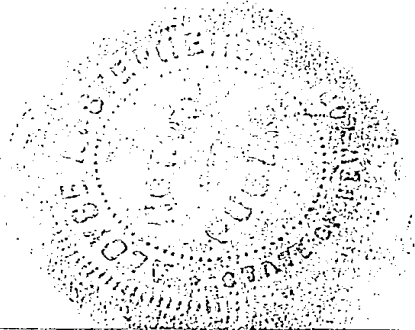
IN WITNESS WHEREOF, I have hereunto set my hand  
 and official seal the day and year last above written.

My commission expires 3/30/49.

(Seal)

Aloyse A. Stephens

ALOYSE A. STEPHENS  
 Notary Public, in the State of New York  
 Residing in Bronx County  
 Bronx Co. Clk's No. 344, Reg. No. 689-S-9  
 Certificates filed in  
 New York Co. Clk's No. 2209, Reg. No. 1976-S-9  
 My Commission Expires March 30, 1949



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss

On this 17th day of November, 1947,

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

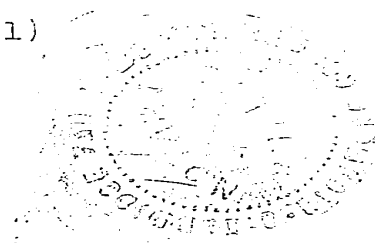
to me personally known, and to me personally known to be a Vice President of THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is a Vice President of The Chase National Bank 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, 1949.

C. Eldridge Van Name  
Notary Public

(Seal)



C. ELDRIDGE VAN NAME  
NOTARY PUBLIC IN THE STATE OF NEW YORK  
RESIDING IN RICHMOND COUNTY  
RICHMOND COUNTY CLERK'S No. 295  
CERT. FILED IN  
N. Y. CO. CLERK'S No. 27, REG. No. 21-V-9  
QUEENS COUNTY CLERK'S No. 2010, REG. No. 14-V-9  
COMMISSION EXPIRES MARCH 30, 1949

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
20 July 1951 AT 1:01 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 8.80