



BK 1832 PG 648



DEED 1988 09498

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BOOK 1832 PAGE 648

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GEORGE A. COLEMAN
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

QUITCLAIM DEED

NEBRASKA DOCUMENTARY STAMP TAX	
Date	8-22-88
\$ 2,400. ⁰⁰	By <i>JW</i>

KNOW ALL MEN BY THESE PRESENTS:

That, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CENTER DEVELOPMENT COMPANY, an Oklahoma corporation, Grantee, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate situated in Douglas County, State of Nebraska, as more particularly described in Exhibit A, hereto attached and hereby made a part hereof.

RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property described in Exhibit A, 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 said property, and in such manner as not to damage the surface of said property, or to interfere with the use thereof by the Grantee, its successors and assigns.

This deed is made SUBJECT to the condition that all taxes and all assessments levied upon or assessed against the said property for any period or time prior to and including the date of this deed shall be payable by the Grantor; that all taxes and all assessments levied upon or assessed against said property for any period or time after the date of this deed shall be payable by the Grantee; and that the Grantee assumes and agrees to pay, or to reimburse

9498 F Deed

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the Grantor for, if paid by it, all such taxes and assessments for the period or time after the date of this deed.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD, subject to the aforesaid provisions, the property described in Exhibit A unto the said Grantee and unto its successors and assigns.

AND WHEREAS, 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 the Railroad Company conveyed to The Chase National Bank of the City of New York as Trustee for the uses and purposes therein mentioned, among other things, the land described in Exhibit A; and

WHEREAS, 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 The Chase Manhattan Bank became successor to The Chase National Bank of the City of New York as Trustee of such mortgage, and on September 23, 1965, The Chase Manhattan Bank was converted into The Chase Manhattan Bank (National Association) and its name changed thereto without affecting the continuity of its business or corporate existence. Such bank is hereinafter referred to as The Chase Manhattan Bank.

NOW THEREFORE, Know All Men By These Presents, that 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 provisions aforesaid, unto the Grantee, its successors and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described in Exhibit A, to be held by the Grantee free and exempt from all liens, encumbrances and charges of such mortgage deed of the first day of June, 1940.

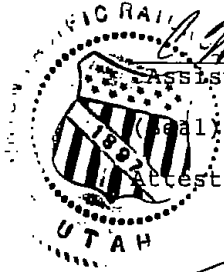
This deed is executed by the Trustee without covenant or warranty, express or implied, and without recourse against it in any event. The Recitals herein contained are made upon representation of the Grantor and the Trustee assumes no responsibility therefor.

IN WITNESS WHEREOF, the Grantor, UNION PACIFIC RAILROAD COMPANY, and THE CHASE MANHATTAN BANK, Trustee

under mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part as of the 15th day of July, 1988.

Attest:

UNION PACIFIC RAILROAD COMPANY,



E. W. Saylor
Assistant Secretary

By J. R. Don
Executive Vice President-Operation

Attest:

THE CHASE MANHATTAN BANK
(National Association), Trustee

[Signature]
Assistant Secretary

By [Signature]
Vice President

(Seal)

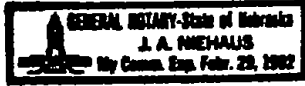


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 11th day of July, 19 88, by
Mr. J. R. Davis, Executive Vice
President-Operation of Union Pacific Railroad Company, a Utah
Corporation, on behalf of the corporation.

J. A. Niehaus
Notary Public

(Seal)



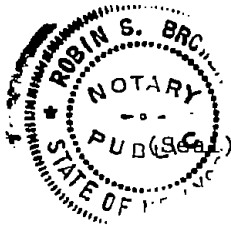
STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

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On this 14th day of JULY, 1988, before me, a Notary Public in and for said County in the State aforesaid, personally appeared TERENCE J FITZSIMONS, to me personally known, and to me personally known to be a Vice President of THE CHASE MANHATTAN BANK (National Association), 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 Manhattan Bank (National Association); 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 ALBERT P MARI JR 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 _____.



Robin S. Brower

Notary Public
ROBIN S. BROWER
Notary Public, State of New York
No. 31-4884384
Qualified in New York County
Certificate Filed in New York County
Commission Expires October 5, 1989

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UNION PACIFIC RAILROAD COMPANY

DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"
TO
QUITCLAIM DEED

Union Pacific Railroad Company (Grantor)
Center Development Company (Grantee)

3-15-15
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Douglas County, Nebraska

All right, title, and interest in and to the rights-of-way of the abandoned portion of the Omaha Belt Line of the Union Pacific Railroad Company, as formerly constructed and operated, said rights-of-way is of varying widths located on either side of the centerline of the abandoned main track of said Railroad Company as it extends generally southeasterly from the westerly line of Commercial Avenue in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 15 North, Range 13 East of the Sixth Principal Meridian, through Sections 3, 4, 8, 9, and 17 of said Township and Range, to the south line of California Street in said Section 17, all in the City of Omaha, Douglas County, Nebraska.

Also, all right, title, and interest in and to the rights-of-way of the abandoned portion of the Louisville Subdivision of the Union Pacific Railroad Company, as formerly constructed and operated, said rights-of-way is of varying widths located on either side of the centerline of the abandoned main track of said Railroad Company, as it extends southerly from the east-west centerline of Section 20, Township 15 North, Range 13 East of the Sixth Principal Meridian (designated as M.P. 488.11 on said subdivision) through Sections 20, 19, and 30 of Township 15 North, Range 13 East, Sections 25 and 36, Township 15 North, Range 12 East, Sections 1, 12 and 11 of Township 14 North, Range 12 East, to the end of Union Pacific Railroad Company's ownership at a point in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 11 said point being designated as Engineer's Chainage Station 10479+70 in said centerline of abandoned main track, all in Douglas County, Nebraska.

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12-14-13

Also, all right, title and interest in and to all of that part of the hereinafter described abandoned Union Pacific Railroad right-of-way situated in the NW $\frac{1}{4}$ of Section 20, T. 15 N, R. 13 E. of the 6th P.M., Douglas County, Nebraska, said abandoned right of way is described as follows: Commencing at the point of intersection of the Southeasterly line of said abandoned railroad and the East line of 48th Street said point being 33.00 feet East of the West line of said NW $\frac{1}{4}$; thence N00°06'20"E (assumed bearing) 40.36 feet on the East line of 48th Street to the point of beginning said point being 20.00 feet measured radially from the Southeasterly line of said abandoned railroad; thence Northeasterly on a line 20.00 feet Northwesterly of and parallel to the Southeasterly line of said abandoned railroad on a 5759.58 foot

20-15-13

radius curve to the left, chord bearing N29°04'00"E, chord distance 114.58 feet, an arc distance of 114.58 feet to the Southerly line of a 30.00 foot wide strip of land as described in Deed Book 1236 at Page 645 of the Douglas County Records said 30.00 foot wide strip of land being part of the Southeasterly 30.00 feet of said abandoned railroad; thence N61°30'12"W 10.00 feet on the Southerly line of said 30.00 foot wide strip of land; thence Northeasterly on the Westerly line of said 30.00 foot wide strip of land on a 5749.58 foot radius curve to the left, chord bearing N26°09'28"E, chord distance 469.31 feet, an arc distance of 469.44 feet to a point of tangency; thence N23°49'07"E 177.54 feet on the Westerly line of said 30.00 foot wide strip of land; thence S66°10'53"E 30.00 feet on the Northerly line of said 30.00 foot wide strip of land to the Southeasterly line of said abandoned railroad; thence N23°49'07"E 712.34 feet on the Southeasterly line of said abandoned railroad; thence Northerly on a 612.22 foot radius curve to the right, chord bearing N00°01'47"W, chord distance 247.33 feet, an arc distance of 249.04 feet to the Northwesterly line of said abandoned railroad; thence S23°49'07"W 1116.09 feet on the Northwesterly line of said abandoned railroad to a point of curve; thence Southwesterly on the Northwesterly line of said abandoned railroad on a 5679.58 foot radius curve to the right, chord bearing S25°59'56"W, chord distance 432.13 feet, an arc distance of 432.23 feet to the East line of 48th Street; thence S00°06'20"W 166.04 feet on the East line of 48th Street to the point of beginning.

Excepting therefrom any portion thereof lying between lines that are parallel with and 243.5 feet north and 231.5 feet south of the centerline of the most northerly main track of the Lane Cut-Off Main Line of the Union Pacific Railroad Company, as now constructed and operated, in the S $\frac{1}{2}$ of Section 36, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska.