

C. D. No. 42226-1

WARRANTY DEED

from

UNION PACIFIC RAILROAD COMPANY

to

SKINNER MANUFACTURING COMPANY

Dated March 7, 1961.

Covering parcels of land
in
Douglas County, Nebraska.

12/7/60
2/14/61

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 Fifty Thousand Sixty-two Dollars and Fifty Cents (\$50,062.50), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto SKINNER MANUFACTURING COMPANY, a corporation of the State of Nebraska, Grantee, the following described real estate situate in the County of Douglas, State of Nebraska, to wit:

A parcel of land situate in the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section 36, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, described as follows:

Beginning at a point 33 feet north and 1,407.6 feet east of the southwest corner of said Section 36; thence north along a line parallel with the west line of said section a distance of 400.5 feet; thence east along a line parallel with the south line of said section a distance of 350 feet; thence south along a line parallel with the west line of said section a distance of 400.5 feet; thence west along a line parallel with the south line of said section a distance of 350 feet to the point of beginning; containing an area of 140,175 square feet.

ALSO,

A parcel of land situate in the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section 36, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, described as follows:

Beginning at a point 33 feet north and 1,757.6 feet east of the southwest corner of said Section 36; thence north along a line parallel with the west line of said section a distance of 400.5 feet; thence east along a line parallel with the south line of said section a distance of 150 feet; thence south along a line parallel with the west line of said section a distance of 400.5 feet; thence west along a line parallel with the south line of said section a distance of 150 feet to the point of beginning; containing an area of 60,075 square feet.

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.

SUBJECT to all taxes and all assessments, general and special, and to all installments of assessments levied upon or assessed against the premises hereinbefore described which became or may become due and payable on or after June 12, 1956, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments.

This conveyance is made subject to all conditions, restrictions, reservations, easements, and encumbrances of record, and subject further to all liens and encumbrances, and clouds upon or impairments of or defects in the title to the above described property, if any, created by or permitted to be created by any one other than the Grantor after June 12, 1956.

The above-described property is conveyed by the Grantor subject to the following covenants, conditions, and restrictions which the Grantee by the acceptance of this deed covenants for itself, its successors and assigns, faithfully to keep, observe, and perform:

(a) All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the Grantor. The roof of each such building shall be of fire-resistive material and when any building is without solid foundation the opening between the ground and the floor thereof shall be covered with fire-resistive material.

(b) The Grantee, its successors and assigns, shall not, without the prior written consent of the Grantor, construct or permit the construction of any railroad track upon the said premises, and no railroad company, other than Union Pacific Railroad Company, its successors and assigns, shall be

allowed to use any track now or hereafter upon, or extending to, any part of the said premises without the permission in writing of the Grantor.

(c) Said premises shall not be used or occupied at any time for any purpose other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required.

Each of the foregoing covenants, conditions, and restrictions shall run with the land hereby conveyed, and a breach of any one of them, or the continuance thereof, may, at the option of the Grantor, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants, conditions, and restrictions shall not defeat or render invalid the lien of any mortgage on said premises made in good faith and for value; PROVIDED, however, that any breach, or the continuance thereof, may be enjoined, abated, or remedied by proper proceedings as aforesaid, and PROVIDED FURTHER, that each and all of the foregoing covenants, conditions, and restrictions shall at all times remain in full force and effect against said premises, or any part thereof, title to which is obtained by foreclosure of any such mortgage.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations and other provisions, the above described premises with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, and the said Grantor, for itself, and 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 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 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 and reservations aforesaid, unto said Skinner Manufacturing 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.

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 said Skinner Manufacturing 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 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 7th day of March, 1961.

In Presence of: UNION PACIFIC RAILROAD COMPANY,

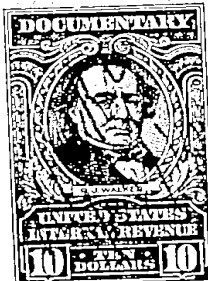
Attest: [Signature] BY [Signature] Vice President
[Signature] (Seal)
 Secretary

In Presence of: BANKERS TRUST COMPANY, Trustee,

Attest: [Signature] By [Signature]
[Signature] (Seal)
 Assistant Secretary
 A. R. SULLIVAN

In Presence of: THE CHASE MANHATTAN BANK, Trustee,

Attest: [Signature] By [Signature]
[Signature] (Seal)
 Assistant Secretary
 H. W. TAGLIABUE



STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 7th day of March, 19 61,
before me, a Notary Public in and for said County, in the
State aforesaid, personally appeared R. M. SUTTON
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 R. M. SUTTON 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, 1962.

(Seal)

Elizabeth L. Baepine
ELIZABETH L. BAEPINE
Notary Public in and for New York
No. 204
Qualified to Perform Notary Public Office
Commission Expires March 30, 1962

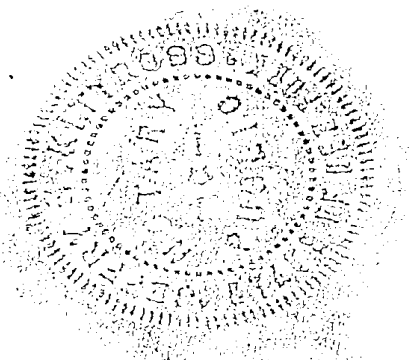
STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 13TH day of MARCH, 1961,
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared WAS H. DEALE,
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
WAS H. DEALE 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 MAR 30 1962.

(Seal)



Jeffery H. Kittross

JEFFERY H. KITTROSS
NOTARY PUBLIC, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

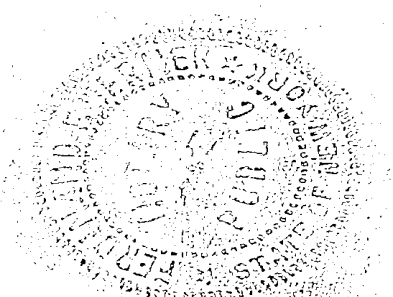
STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 20 day of March, 1961,
before me, a Notary Public in and for said County in the
State aforesaid, personally appeared C. F. Ruge,
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~~
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 C. F. Ruge 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 MAR 30 1961.

(Seal)



Ferdinand F. Werner
Notary Public

FERDINAND F. WERNER
Notary Public, State of New York
No. 411113
Qualified in New York County
Cert. filed with New York Not. Clerk
Commission Expires March 30, 1961

38
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
4 DAY apr. 1961 AT 4:19 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

8.50