

KNOW ALL MEN BY THESE PRESENTS:

That UNION PACIFIC RAILROAD COMPANY, a corporation existing under and by virtue of the laws of the State of Utah, Grantor, in consideration of the sum of Three Hundred Dollars (\$300.00), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto SKINNER MACARONI COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska, Grantee, the following described real estate, situate, lying and being in the County of Douglas, State of Nebraska, to wit:

*Parcel C*  
A strip of land 2.0 feet wide 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 the City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Commencing at the southwest corner of that certain first described parcel of land which was heretofore conveyed by Union Pacific Railroad Company to Skinner Manufacturing Company by warranty deed dated March 7, 1961, which is a point 33.0 feet north and 1407.6 feet east from the southwest corner of said Section 36;

thence north along the west boundary line of said parcel heretofore conveyed which is a straight line parallel with the west line of said Section 36 a distance of 400.5 feet to the northwest corner of said parcel heretofore conveyed which is the true point of beginning of the strip of land hereby described;

thence east along the north boundary line of said first described parcel of land heretofore conveyed to Skinner Manufacturing Company and along the extension of said north line, which is a straight line parallel with the south line of said Section 36, a distance of 500.0 feet;

thence north along a straight line parallel with the west line of said Section 36 a distance of 2.0 feet;

thence west along a straight line parallel with the south line of said Section 36 a distance of 500.0 feet;

thence south along a straight line parallel with the west line of said Section 36 a distance of 2.0 feet to the true point of beginning;

containing an area of 1,000 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 assessments and installments of assessments, general or special, lawfully levied upon or assessed against the premises hereinbefore described for and during the year 1966 and subsequent years, all of which taxes and assessments and installments of assessments the Grantee hereby assumes and agrees to pay.

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 said exceptions, reservations and other provisions, the said premises, with all the rights and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, and said Union Pacific Railroad Company 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 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 whomscever, except as herein mentioned.

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, 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. Said Bank is hereinafter referred to as The Chase Manhattan Bank.

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 Macaroni 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 Trustee without covenant or warranty, express or implied, and without recourse against it in any event.

IN WITNESS WHEREOF, the said Grantor, UNION PACIFIC RAILROAD COMPANY 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 27th day of

January

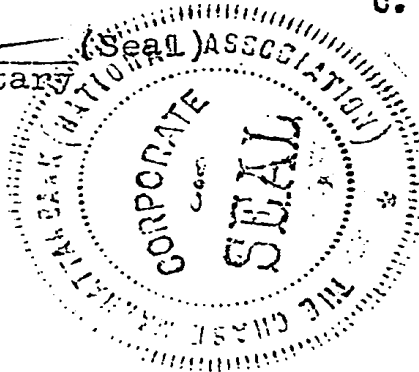
In Presence of: UNION PACIFIC RAILROAD COMPANY,

Attest: E. M. O'Brien (Seal) Vice President  
E. J. Walsh (Seal) Secretary

In Presence of:

THE CHASE MANHATTAN BANK  
(National Association), Trustee,

Attest: D. J. FOLEY (Seal) Assistant Secretary  
E. J. WALSH  
By C. F. RUGE Vice President



STATE OF NEW YORK  
COUNTY OF NEW YORK

} ss

BOOK 1614 PAGE 573

On this 27th day of January, 1966,  
before me, a Notary Public in and for said County, in the  
State aforesaid, personally appeared FRANK E. BARNETT  
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 FRANK E. BARNETT 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, 1966.

(Seal)

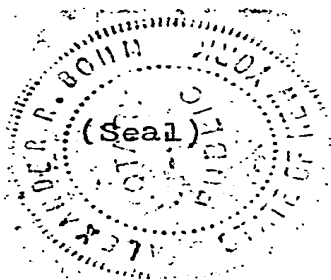
*Elizabeth L. Galante*  
ELIZABETH L. GALANTE  
Notary Public, State of New York  
No. 8231113  
Qualified in Westchester County  
Certificate Filed in NY for General use  
Commission Expires March 30, 1966

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss

On this 5rd day of February, 1966,  
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 a  
Vice President of THE CHASE MANHATTAN BANK (National Associa-  
tion), 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 Man-  
hattan 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 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 1967.



*Alexander R. Bohm*  
Notary Public

ALEXANDER R. BOHM  
Notary Public, State of New York  
No. 41-0342650  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1967.

50 Deed

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Book 1614  
Page 569  
of Deed

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Index ✓  
Comped ✓  
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