

C. D. No. 30570-7

Sale No. 2146

Deed No. 2122

WARRANTY DEED

from

THE UNION LAND COMPANY

to

WESTCENTRAL COOPERATIVE GRAIN COMPANY

Dated March 1, 1960.

Covering parcels of land
in
Douglas County, Nebraska.

KNOW ALL MEN BY THESE PRESENTS:

That THE UNION LAND COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska, Grantor, in consideration of the sum of Thirty-four Thousand Dollars (\$34,000.00), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto WESTCENTRAL COOPERATIVE GRAIN COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska, Grantee, the following described real estate, together with the railroad trackage located thereon, situate, lying and being in the County of Douglas, State of Nebraska, to wit:

An irregular tract of land situated in Lot 5, Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bounded and described as follows:

Beginning at the point of intersection of the east line of 16th Street in the City of Omaha, with the north City Limit line of said City of Omaha, said point being 40.0 feet distant east measured at right angles, from the west line of said Lot 5, and in the north line of Read Street 60 feet wide;

thence east along said north City Limit line, which is also along the north line of Read Street 60 feet wide, a distance of 276.8 feet more or less, to the southwest corner of that certain fifteenth described strip of land 30.0 feet wide heretofore conveyed by The Union Land Company to Union Pacific Railroad Company by warranty deed dated May 25, 1942;

thence north along the west line of said fifteenth described strip of land heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942, which is a straight line parallel with and 8.5 feet distant west, measured at right angles, from the center line of the main spur track of said Railroad Company as now constructed and operated, a distance of 54.2 feet to the most southerly corner of that certain triangular parcel of land heretofore conveyed by The Union Land Company to Union Pacific Railroad Company by warranty deed dated September 28, 1953;

thence northerly along the westerly boundary line of said triangular parcel of land heretofore conveyed, which is a straight line forming an angle of $4^{\circ} 59' 24''$, more or less, from north to west with the last described line produced, a distance of 172.4 feet, more or less, to the northwest corner of said triangular parcel;

thence east along the north boundary line of said triangular parcel, which is in a straight line that forms an angle of $89^{\circ} 57'$ from north to east with the west line of said Lot 5, a distance of 15.0 feet to a point in said west line of fifteenth described strip of land heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942;

thence north along the west line of said fifteenth described strip of land heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942, which is a straight line parallel with and 8.5 feet distant west, measured at right angles, from said center line of main spur track, a distance of 156.9 feet, more or less, to the most southerly corner of that certain seventeenth described strip of land of irregular width, heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942;

thence west, at right angles, along the southerly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, a distance of 1.0 foot;

thence northerly along the southwesterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a line curving to the left, having a radius of 452.21 feet, and which is tangent at its point of beginning to a straight line drawn at right angles to the last described line at the end thereof, a distance of 64.25 feet;

thence continuing northerly along the southwesterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a straight line tangent to the end of the last described curve, a distance of 33.3 feet;

thence continuing northerly, northwesterly and westerly along the southwesterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a tangent curve to the left having a radius of 372.72 feet, a distance of 428.0 feet, more or less, to a point 40.0 feet distant east, measured at right angles, from the west line of said Lot 5;

thence south along a straight line parallel with and 40.0 feet distant east, measured at right angles, from said west line of Lot 5, a distance of 784.0 feet, more or less, to the point of beginning.

Also, an irregular parcel of land situated in said Lot 5, of Section 27, in Douglas County, Nebraska, bounded and described as follows:

Beginning at a point in the southwesterly boundary line of that certain sixteenth described strip of land 19.0 feet wide heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942, that is 40.0 feet distant east measured at right angles, from the west line of said Lot 5, said point being 865.1 feet, more or less, distant north from said north line of Read Street 60 feet wide, measured along a straight line parallel with and 40.0 feet distant east, measured at right angles, from said west line of Lot 5;

thence southeasterly along the southwesterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific which is a straight line forming an angle of $53^{\circ} 41'$ from south to east with said straight line parallel with the west line of Lot 5, a distance of 113.9 feet, more or less, to the beginning of a curve;

thence continuing southeasterly along the southwesterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific which is a tangent curve to the right having a radius of 449.78 feet, a distance of 213.5 feet, more or less, to a point in the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific;

thence northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific which is a line curving to the left, having a radius of 391.72 feet and which is tangent at its point of beginning to a straight line forming an angle of $5^{\circ} 54' 08''$ from northwest to west with a straight line drawn tangent to the end of the last described curve, a distance of 153.05 feet to a point of compound curve;

thence continuing northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a curve to the left having a radius of 651.96 feet and which is tangent at its point of beginning to a straight line drawn tangent to the end of the last described curve, a distance of 95.3 feet;

thence continuing northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific which is a straight line tangent to the end of the last described curve, a distance of 9.1 feet;

thence continuing northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a tangent curve to the left having a radius of 288.25 feet, a distance of 36.2 feet, more or less, to a point 40.0 feet distant east, measured at right angles from said west line of Lot 5;

thence north along a straight line parallel with and 40.0 feet distant east from the west line of Lot 5, a distance of 51.6 feet, more or less, to the point of beginning.

Also, an irregular tract of land situated in said Lot 5 of Section 27, in Douglas County, Nebraska, bounded and described as follows:

Beginning at a point in the northeasterly boundary line of said sixteenth described strip of land 19.0 feet wide heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942, that is 40.0 feet distant east, measured at right angles, from the west line of said Lot 5, said point being 888.7 feet, more or less, distant north from said north line of Read Street 60 feet wide, measured along a straight line parallel with and 40.0 feet distant east, measured at right angles, from said west line of Lot 5;

thence southeasterly along the northeasterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific which is a straight line forming an angle of $53^{\circ} 41'$ from south to east with said straight line parallel with the west line of Lot 5, a distance of 127.82 feet;

thence continuing southeasterly and southerly along the northeasterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific, which is a tangent curve to the right, having a radius of 468.78 feet, a distance of 438.9 feet, more or less, to a point in the north boundary line of said fifteenth described strip of land 30.0 feet wide heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942;

thence east at right angles, along the north boundary line of said fifteenth described strip of land heretofore conveyed to Union Pacific, a distance of 12.0 feet to a point in the westerly boundary line of that certain tract of land heretofore conveyed by The Union Land Company to Continental Grain Company by warranty deed dated May 24, 1948;

thence north along the west boundary line of said tract of land heretofore conveyed to Continental Grain Company a distance of 188.6 feet, more or less, to the most northerly corner of said tract, which is also the most westerly corner of that certain parcel of land heretofore conveyed by The Union Land Company to Continental Grain Company by warranty deed dated July 16, 1953;

thence northeasterly along the northwesterly boundary line of said parcel of land heretofore conveyed to Continental Grain Company by deed dated July 16, 1953, which is a straight line forming an angle of approximately $50^{\circ} 32' 30''$ from north to east with the last described line produced, a distance of 186.0 feet, more or less, to the present water line of the Missouri River;

thence northwesterly along the present water line of the Missouri River a distance of 560.0 feet, more or less, to a point thereon that is 40.0 feet distant east, measured at right angles, from said west line of Lot 5;

thence south along a straight line parallel with and 40.0 feet distant east, measured at right angles, from said west line of Lot 5, a distance of 167.0 feet, more or less, to the point of beginning.

The three above described tracts or parcels of land together contain a total area of 6.445 acres, more or less.

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.

RESERVING, however, unto the Grantor and its parent corporation, Union Pacific Railroad Company, and the successors and assigns of each of them, a PERPETUAL EASEMENT for the construction, maintenance, operation, repair, renewal and reconstruction of railroad trackage upon, over, along and across the following described portion of the lands hereby conveyed, to wit:

A strip of land 19.0 feet wide situated in Lot 5 of Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, said strip extending northwesterly from the north City Limit line of the City of Omaha, which is also the north line of Read Street 60 feet wide, to a straight line parallel with and 40.0 feet distant east, measured at right angles, from the west line of said Lot 5, being 9.5 feet in width, measured radially, on each side of the following described center line of proposed spur track and said center line extended, to wit:

Beginning at a point in the center line of the main lead track of the Union Pacific Railroad Company as now constructed and operated that is 243.4 feet distant southerly from said north line of Read Street 60 feet wide, measured along said center line of main lead track;

thence northerly and northwesterly along a tangent curve to the left, having a radius of 459.28 feet a distance of 256.1 feet, more or less, to a point in said north line of Read Street 60 feet wide;

thence continuing northwesterly along the extension of the last described curve a distance of 284.0 feet, more or less, to a point in said straight line parallel with and 40.0 feet distant east, measured at right angles, from the west line of said Lot 5;

together with the right of ingress and egress to, from and upon said land last above described for the purpose of exercising the rights herein reserved, PROVIDED, however, that if no railroad trackage is constructed on said land within fifteen (15) years from the date of this deed, then said premises shall be deemed abandoned for the purpose of the easement herein reserved and all the right and interest of the Grantor and its parent corporation, Union Pacific Railroad Company, and the successors and assigns of each of them, shall cease and determine.

SUBJECT to taxes and assessments as follows:

The Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all taxes and all assessments and all installments of assessments due and payable subsequent to the date of the delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said date.

SUBJECT ALSO to all liens and encumbrances and clouds upon or impairments of or defects in the title, if any, made or permitted by any other person than the Grantor since

February 19, 1960.

SUBJECT ALSO to

- (a) that certain deed, dated August 29, 1944, from The Union Land Company to East Omaha Drainage District, identified in the records of the Land Company as C. D. No. 27945, whereby the Land Company granted to East Omaha Drainage District (1) a perpetual easement for the construction, maintenance, operation, repair, renewal and reconstruction of a levee and other works for flood control purposes, and (2) the right to construct, maintain and use a private roadway on top of said levee, over, upon and across a portion of the land hereinabove described;
- (b) that certain deed, dated May 24, 1946, from The Union Land Company to East Omaha Drainage District, identified in the records of the Land Company as C. D. No. 27945-1, whereby the Land Company granted to East Omaha Drainage District (1) a perpetual easement for the construction, maintenance, operation, repair, renewal and reconstruction of a levee and other works for flood control purposes, and (2) the right to construct, maintain and use a private roadway on top of said levee, over, upon and across a portion of the land hereinabove described; and
- (c) that certain deed, dated July 28, 1958, from The Union Land Company to Omaha Public Power District, identified in the records of the Land Company as C. D. No. 37691-3, whereby the Land Company granted to Omaha Public Power District a perpetual easement for a double-circuit steel tower high-voltage electric transmission line, together with necessary footings, wires, and other fixtures and appliances, over, upon, along and above a portion of the land hereinabove described.

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 the 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 The Union Land 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 whomsoever, except as herein mentioned.

IN WITNESS WHEREOF, said The Union Land Company has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to to hereunto affixed this 1st day of March, 1960.

In Presence of:

THE UNION LAND COMPANY,

M. Thomas

By

[Signature]

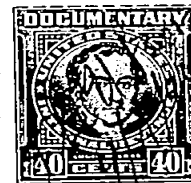
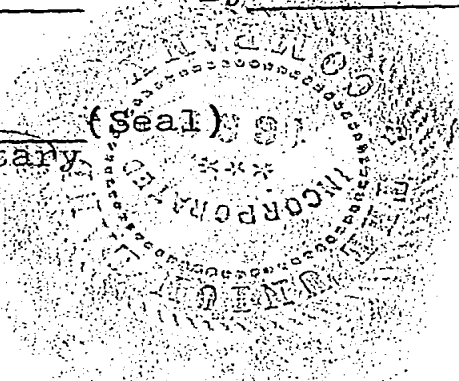
President

Attest:

L. Backman

Assistant Secretary

(Seal)



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

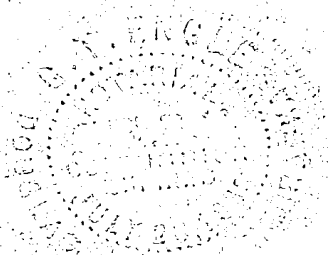
On this 1st day of March, 1960,
before me, a Notary Public in and for said county in the
State aforesaid, personally appeared A. E. Stoddard
to me personally known, and to me personally known to be
President of THE UNION LAND COMPANY, and to be the same per-
son whose name is subscribed to the foregoing instrument,
and who, being by me duly sworn, did say that he is
President of The Union Land 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 A. E. Stoddard acknowledged said instru-
ment to be his free and voluntary act and deed, and the free
and voluntary act and deed of said corporation, by it volun-
tarily 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 July 28, 1963.

E. T. Engler
Notary Public

(Seal)



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