

THIS INDENTURE Witnesseth that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, for and in consideration of the sum of Five Thousand and 00/100 (\$5,000.00)-----

Dollars in hand paid, and other valuable considerations, hereby conveys, releases, remises and forever quitclaims to the Grantee,

MISSOURI VALLEY MACHINERY COMPANY

all its right, title, interest and claim in and to the following described lands and property situated in the County of Douglas and State of Nebraska, to-wit:

A parcel of land located in the South Half of Section 15, Township 15 North, Range 13 East of the Sixth Principal Meridian at Omaha, Douglas County, Nebraska described as follows:

Commencing at the Southwesterly corner of Lot 7, Block 38, Original City of Omaha;

Thence Easterly, along the Southerly line of said Lot 7, being the Northerly line of Chicago Street, 63.9 feet, to the Southeasterly corner of Parcel No. 1 of three parcels of land conveyed by the Omaha Bridge and Terminal Railway Company, an early predecessor of the Illinois Central Gulf Railroad Company, to the Missouri Valley Machinery Company by deed dated April 16, 1946 and the point of beginning;

Thence continuing Easterly, along said Northerly line of Chicago Street, 68.1 feet, more or less, to a point in the Westerly line of 11th Street;

Thence Northerly, along the said Westerly line of 11th Street, to a point in a line that lies parallel to and 10 feet Southwesterly from the center-line of Grantor's track I. C. C. #35;

Thence Northwesterly, along the last said parallel line, 235 feet, more or less, to a point in the Easterly line of Parcel No. 2 of said Machinery Company property;

Thence Southerly, along the last said Easterly line and the Easterly line of said Parcel No. 1 of said Machinery Company property, 220 feet, more or less, to the point of beginning.

Grantee agrees to install and maintain a barricade, suitable to Grantor's superintendent, along the full length of the Northeasterly line of the above described parcel. This covenant shall run with the land herein conveyed and be binding on the Grantee, its successors and assigns.

NEBRASKA DOCUMENTARY STAMP TAX NOV 19 1976 \$ 5.50 BY Jm Jm

Grantor reserves for itself, its successors and assigns all coal, oil, gas, ores and any other minerals whether similar or dissimilar or now known to exist or hereafter discovered of every kind in, on or under said premises, together with the right at any time to explore, drill for, mine, remove and market all such products in any manner which will not damage structures on the surface of said premises. Grantee will release for itself, its successors or assigns the Grantor, its successors or assigns from any liability for any damages attributable to removing said minerals and this release shall run with the land.

Grantor reserves the right for the continued maintenance, replacement and use of all existing conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

In Witness Whereof, ILLINOIS CENTRAL GULF RAILROAD COMPANY,  
The Grantor, has caused these presents to be signed by its Vice President, and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized, this 15 day of NOVEMBER, 1976.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]  
Vice President



[Signature]  
Assistant Secretary

