

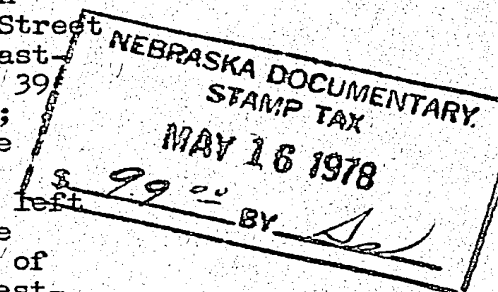
QUIT CLAIM DEED

THIS DEED, made and entered into by and between MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation, herein called "Grantor", and SCOLAR-WELSH GRAIN COMPANY, a Nebraska corporation, herein called "Grantee", WITNESSETH:

That the Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, paid by Grantee to Grantor, receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE and forever QUIT CLAIM unto the Grantee, its successors and assigns, subject to the reservations hereinafter stated, all of said Grantor's right, title and interest in and to the following described real property, including improvements located thereon, located in the City of Omaha, Douglas County, Nebraska, to-wit:

A tract or parcel of land, being a part of Tax Lots 27, 29 and 39, located in the Southwest Quarter of the Southeast Quarter of Section 3, Township 15 North, Range 13 East of the 6th P.M., in Omaha, Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of Tax Lot 27, said corner being the point of intersection of the East line of 16th Street with the North line of Pratt Street; thence eastwardly, along the South line of Tax Lot 27 and the North line of Pratt Street 128.00 feet to the POINT OF BEGINNING; thence eastwardly, along the South line of Tax Lots 27 and 39 and the North line of Pratt Street, 103.75 feet; thence northwardly, at a deflection angle to the left of $89^{\circ} 50' 40''$, a distance of 692.60 feet; thence westwardly, at a deflection angle to the left of $90^{\circ} 09' 20''$, a distance of 48.00 feet; thence northwardly, at a deflection angle to the right of $90^{\circ} 09' 20''$, a distance of 48.40 feet; thence westwardly at a deflection angle to the left of $90^{\circ} 09' 20''$, a distance of 57.76 feet to a point 128.00 feet, as measured at right angles, from the East line of 16th Street, said point also being the northeast corner of a tract of land conveyed to Guy A. Thompson, Trustee, Missouri Pacific Railroad Corporation in Nebraska, by deed dated April 1, 1948 and recorded in Book 832, Page 78 of the Register of Deeds of Douglas County, Nebraska; thence southwardly, parallel to the East line of 16th Street, 741.00 feet to the point of beginning, containing 75,300 square feet, more or less.



There is, however, expressly reserved unto Grantor, its successors and assigns the ownership of an existing radio antenna and appurtenant facilities situated atop the water tower located on the above described premises and an existing 6' x 8' metal radio base building and appurtenant facilities located on said premises, together with license to enter upon the above described premises to keep, operate, maintain, repair, renew and remove said antenna and metal building. The license hereby reserved shall remain in effect for so long as the Grantee, its successors and assigns shall have no specific need for that part of the above described premises occupied by said antenna and building. In the event there is such a specific need for said premises, Grantee, its successors and assigns shall serve

Grantor, its successors and assigns written notice of such need and Grantor, its successors and assigns shall have 60 days from the date of such notice in which to remove the improvements hereby reserved.

There is, also, expressly reserved unto Grantor, its successors and assigns, the right to keep, own, use, maintain, repair, renew, alter, relocate, operate over and remove the existing railroad tracks, known as Grantor's tracks numbered 19-76, 19-77, 19-78, 19-79, 19-80 and 19-173, now located or partially located on the property described herein, and there is hereby reserved unto Grantor, its successors and assigns, easements for aforesaid railroad purposes, said easements encompassing all land described herein, except that now actually occupied by the grain elevator and appurtenant structures located on the premises. The rights and easements hereby reserved shall continue so long as the same shall be used or needed for railroad purposes. EXCEPTED from this track reservation is the 70.0-foot portion of Track No. 19-78 and the 82.2-foot portion of Track No. 19-77 located over and across the underground unloading pit situated on the west side of the elevator occupying a part of the premises, and the said 70.0-foot and 82.2-foot portions of these two (2) tracks are hereby conveyed to Grantee.

As a condition to and as a part of the consideration for this conveyance, and without which this conveyance would not have been made, Grantee agrees for itself, its successors and assigns that, in the event Grantee, its successors and assigns desire to alter existing or construct additional pipe lines, utilities or other facilities on, over under or across the tracks and easements herein reserved by Grantor, Grantee, its successors or assigns shall (i) prior to any such alterations and construction, notify and secure the approval of Grantor's General Manager at Kansas City, Missouri, (ii) cause any such alterations or construction to conform with the requirement of Grantor and any State, Federal or Municipal authority and (iii) indemnify and hold harmless the Grantor, its successors and assigns, from any liability, costs or expense in connection with any such alterations and construction.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized the 1977 day of October, 1977.

ATTEST:

By [Signature]
Asst Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By [Signature]
Vice President

ATTEST:

By [Signature]
Asst. Secretary

SCOULAR-WELSH GRAIN COMPANY

By [Signature]
Vice - President

STATE OF MISSOURI }
CITY OF ST. LOUIS } SS

I, LORETTA L EDWARDS, the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for said City and

State, do hereby certify, that on this 19th day of October, 1977, before me personally came the above named Vice President of Missouri Pacific Railroad Company who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation pursuant to authority of its Board of Directors, and before me personally came the above named Assistant Secretary of said corporation and he stated that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this 19th day of October, 1977.

Loretta L. Edwards
Notary Public

LORETTA L EDWARDS

Commissioned with and by the State of Missouri, St. Louis, Missouri, which is the City of St. Louis, Missouri, where this act was performed.

My Commission Expires: January 28, 1978

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

I, ANTHONY J. BENETZ, the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for said County and State, do hereby certify, that on this 10th day of MAY, 1978 before me personally came the above named VICE-President of Scoular-Welsh Grain Company who is personally known to me to be the identical person whose name is affixed to the above instrument as VICE-President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation pursuant to authority of its Board of Directors, and before me personally came the above named ASST. Secretary of said corporation and he stated that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this 10th day of MAY, 1978.



ANTHONY J. BENETZ
GENERAL NOTARY - State of Neb.
My Commission Expires
MAY 18, 1979

Anthony J. Benetz
Notary Public

My Commission Expires: May 18, 1979

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