

#95

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Farmers Cooperative Company, Waverly, Nebraska, Trustee, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby QUITCLAIM, subject to the terms, conditions, reservations and exceptions hereinafter set forth, unto

TERRY AND CAROLYN LEAVER

("Grantee"), all of Grantor's right, title and interest, estate, claim and demand, if any, in the following described parcel of land ("Property") situated in the County of Cass State of Nebraska, to-wit:

A parcel in the Southeast Quarter (SE 1/4) of Section 34, Township 11 North, Range 9 East of the 6th P.M., Cass County, Nebraska, identified as Tract #15, except the East 860 feet thereof, on the Chicago, Rock Island and Pacific Railway Company Right-of-Way and Track Map, said map filed of record as Miscellaneous Instrument # _____, containing approximately 1.86 acres.

NEBRASKA DOCUMENTARY
STAMP TAX
SEP 6 1985
Exempt BY B.P. #18

By acceptance of this Quitclaim Deed, Grantee acknowledges that any interests in the mineral estate of the Property were conveyed, by Quitclaim Deed dated March 15, 1985, to INTERNATIONAL MINING CORPORATION, a Delaware corporation with a business address C/O PACIFIC HOLDING CORPORATION, 10900 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90024. Grantee acknowledges that the conveyance of the mineral estate obligates Grantee to permit the legal holder of said mineral estate at any and all times the right, privilege and license to lawfully explore, drill for, protect, conserve, mine, take, extract, remove and market all ores and minerals of every kind, provided that such activities do not unreasonably interfere with the use, operation and maintenance of the Property by Grantee, its designees, successors or assigns.

The Grantor reserves for itself, its successors and assigns, an easement for the continued maintenance, operation and use of all existing driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, whether or not of record, whether owned, operated, used or maintained by Grantor, the Grantor's licensees or others, with the reasonable right of entry for the purpose of repairing, reconstructing and replacing same; and the Grantor further reserves unto itself, its successors and assigns, the right and privilege to convert existing licenses, leases and agreements, being for driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities to permanent easements by issuance of a suitable grant in recordable form.

Doc #95
FILED FOR RECORD *9-6-85* AT *9:06* A. M. IN BOOK *38* OF *Deeds*
PAGE *54* REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot \$ 10.50

COMPARED

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The Grantor further reserves unto its Grantor, Chicago Pacific Corporation, a Delaware Corporation, and its successors, grantees and assigns exclusive perpetual easements, together with a reasonable right of entry over the property herein conveyed, for the construction, erection, installation, operation and maintenance of transportation and transmission systems for all and every type of energy by whatever means, except by railroad, including but not limited to, pipelines, telephone, radio, radar or laser transmission systems, wires, fibers, conduits, utility and energy transmission lines of every kind and character together with all necessary supporting devices which may be constructed, erected or installed in, on, under, above, across, and along any portion of the premises lying within fifty (50) feet of the centerline of said Chicago Pacific Corporation's main railroad track(s) as originally laid out and located, including the right to reconstruct, re-erect, and to reinstall each and every transportation or transmission facility herein contemplated. The exercise of the rights hereby reserved shall not unreasonably interfere with Grantee's use of the surface. All rights hereby reserved shall continue forever, whether or not exercised, unless expressly relinquished in writing by the said Chicago Pacific Corporation, its successors or assigns.

It is the intention of the Grantor to convey all Grantor's rights of reverter, revision, or after acquired title which Grantor may have in the Property.

Notwithstanding any other provision of this instrument, the Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the Property.

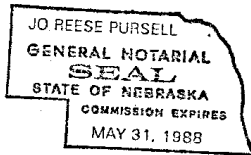
IN WITNESS WHEREOF, this instrument is executed by the Grantor this 5th day of Sept., 1985

Farmers Cooperative Company,
Waverly, Nebraska, Trustee

By: Marvin McKay
President

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me on Sept. 5, 1985 by Marvin McKay, President of Farmers Cooperative Company, Waverly, Nebraska, Trustee.



Jo Reese Pursell
Notary Public
My commission expires _____