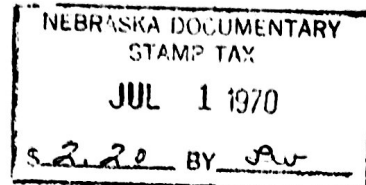


NEBRASKA QUITCLAIM DEED
(Corporation to Individual)



The grantor, CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, received from grantee, does quitclaim, grant, bargain, sell, convey and confirm, subject to the reservations hereinafter designated, unto WILLARD H. WALDO and BEULAH E. WALDO, as joint tenants and not as tenants in common -

herein called the grantee whether one or more, the following described real property in the City of DeWitt, Saline County, Nebraska:

PARCEL NO. 1

All that part of the Chicago, Rock Island and Pacific Railroad Company's right-of-way in the Northeast Quarter of the Southeast Quarter of Section 24, Township 5 North, Range 4 East, more particularly described as follows:

Beginning at the point of intersection of the northwesterly line of said Railroad Company's right-of-way and the south line of the Northeast Quarter of the Southeast Quarter of said Section 24; thence northeasterly along the northwesterly line of said right-of-way a distance of 520 feet, more or less, to a point on the east line of the Southeast Quarter of said Section 24; thence southerly along the east line of the Southeast Quarter of said Section 24 a distance of 360 feet, more or less, to a point on a line being 60 feet northwesterly of and parallel with the center-line of the Chicago, Rock Island and Pacific Railroad Company's main track; thence southwesterly along said parallel line a distance of 100 feet, more or less, to a point on the south line of the Northeast Quarter of the Southeast Quarter of said Section 24; thence westerly along the south line of the Northeast Quarter of the Southeast Quarter of said Section 24 a distance of 220 feet, more or less, to the point of beginning.

PARCEL NO. 2

All that part of the Chicago, Rock Island and Pacific Railroad Company's right-of-way in the Southeast Quarter of the Southeast Quarter of Section 24, Township 5 North, Range 4 East, more particularly described as follows:

Beginning at the point of intersection of the northwesterly line of said Railroad Company's right-of-way and the south line of the Southeast Quarter of said Section 24; thence northeasterly along the northwesterly line of said right-of-way a distance of 1600 feet, more or less, to a point on the north line of the Southeast Quarter of the Southeast Quarter of said Section 24; thence easterly along the north line of the Southeast Quarter of the Southeast Quarter of said Section 24 a distance of 160 feet, more or less, to a point on a line being 60 feet northwesterly of and parallel with the center-line of the Chicago, Rock Island and Pacific Railroad Company's main

track; thence southwesterly along said parallel line a distance of 1600 feet, more or less, to a point on the south line of the Southeast Quarter of said Section 24; thence westerly along the south line of the Southeast Quarter of said Section 24 a distance of 165 feet, more or less, to the point of beginning.

PARCEL NO. 3

All that part of the Chicago, Rock Island and Pacific Railroad Company's right-of-way in the Southeast Quarter of the Southeast Quarter of Section 24, Township 5 North, Range 4 East, more particularly described as follows:

Beginning at the point of intersection of the southeasterly line of said Railroad Company's right-of-way and the south line of the Southeast Quarter of said Section 24; thence northeasterly along the southeasterly line of said right-of-way a distance of 1325 feet, more or less, to a point on the east line of the Southeast Quarter of said Section 24; thence northerly along the east line of the Southeast Quarter of said Section 24 a distance of 80 feet, more or less, to a point on a line being 60 feet southeasterly of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track; thence southwesterly along said parallel line a distance of 1420 feet, more or less, to a point on the south line of the Southeast Quarter of said Section 24; thence easterly along the south line of the Southeast Quarter of said Section 24 a distance of 50 feet, more or less, to the point of beginning.

PARCEL NO. 4

All that part of the Chicago, Rock Island and Pacific Railroad Company's right-of-way in the North Half of the Northeast Quarter of Section 25, Township 5 North, Range 4 East, more particularly described as follows:

Beginning at the point of intersection of the northwesterly line of said Railroad Company's right-of-way and the north line of the Northeast Quarter of said Section 25; thence southwesterly along the northwesterly line of said right-of-way a distance of 400 feet, more or less, to a corner in said right-of-way; thence southeasterly at right angles a distance of 125 feet, more or less, to a corner in said right-of-way; thence southwesterly along the northwesterly line of said right-of-way a distance of 1040 feet, more or less, to a point on the south line of the North Half of the Northeast Quarter of said Section 25; thence easterly along the south line of the North Half of the Northeast Quarter of said Section 25 a distance of 30 feet, more or less, to a point on a line being 50 feet northwesterly of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track; thence northeasterly along said parallel line a distance of 1720 feet, more or less, to a point on the north line of the Northeast Quarter of said Section 25; thence westerly along the north line of the Northeast Quarter of said Section 25 a distance of 180 feet, more or less, to the point of beginning.

PARCEL NO. 5

All that part of the Chicago, Rock Island and Pacific Railroad Company's right-of-way in the North Half of the Northeast Quarter of Section 25, Township 5 North, Range 4 East, more particularly described as follows:

Beginning at the point of intersection of the southeasterly line of said Railroad Company's right-of-way and the north line of the Northeast Quarter of said Section 25; thence southwesterly along the southeasterly line of said right-of-way a distance of 595 feet, more or less, to a corner in said right-of-way; thence northwesterly at right angles a distance of 25 feet, more or less, to a corner in said right-of-way; thence southwesterly along the southeasterly line of said right-of-way a distance of 945 feet, more or less, to a point on the south line of the North Half of the Northeast Quarter of said Section 25; thence westerly along the south line of the North Half of the Northeast Quarter of said Section 25 a distance of 30 feet, more or less, to a point on a line being 50 feet southeasterly of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track; thence northeasterly along said parallel line a distance of 1530 feet, more or less, to a point on the north line of the Northeast Quarter of said Section 25; thence easterly along the north line of the Northeast Quarter of said Section 25 a distance of 60 feet, more or less, to the point of beginning.

Grantee, their heirs and assigns, at their sole cost, shall construct a barricade or fence along the southeasterly line of Parcel Nos. 1, 2 and 4 herein conveyed and also along the northwesterly line of Parcel Nos. 3 and 5 herein conveyed of a type or form acceptable to and approved by Grantor's Division Superintendent at Des Moines, Iowa; said barricade or fence shall thereafter be repaired, maintained and renewed at the sole cost of Grantee, their heirs and assigns.

Grantee agrees for themselves, their heirs and assigns, to forever release and discharge Grantor, its successors and assigns, from any and all damages or claims for damages of every kind or nature whatsoever which may arise by reason of drainage of surface waters upon the land herein conveyed.

Grantee, their heirs and assigns, shall forever maintain an unobstructed sight zone over the following described portion of the premises herein conveyed:

All that part of the premises herein conveyed being described as lying in the Southeast Quarter of said Section 24 lying easterly of a straight line which begins at a point on the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track, 300 feet southwesterly of its intersection with the east line of Southeast Quarter of said Section 24 and terminated at a point on the east line of the Southeast Quarter of said Section 24, 300 feet southerly of its intersection with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track.

Also, all that part of the premises herein conveyed being described as lying in the Southeast Quarter of the Southeast Quarter of said Section 24 lying northerly of a straight line which begins at a point on the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track, 300 feet southwesterly of its intersection with the east line of the Southeast Quarter of said Section 24 and terminates at a point on the east line of the Southeast Quarter of said Section 24, 300 feet southerly of its intersection with the centerline of said Railroad Company's main track.

Also, all that part of the premises herein conveyed being described as lying in the Southeast Quarter of the Southeast Quarter of said Section 24 and the North Half of the Northeast Quarter of said Section 25, all within the following described boundaries: Beginning at a point on the north line of the Northeast Quarter of said Section 25, 100 feet westerly of its intersection with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track; thence southeasterly to a point on the centerline of said main track, 100 feet southwesterly of its intersection with the north line of the Northeast Quarter of said Section 25; thence northeasterly to a point on the north line of the Northeast Quarter of said Section 25, 100 feet easterly of its intersection with the centerline of said main track; thence northwesterly to a point on the centerline of said main track, 100 feet northeasterly of its intersection with the north line of the Northeast Quarter of said Section 25; thence southwesterly to the point of beginning.

Said sight zone shall be maintained in such a manner as to provide an unobstructed view between rail, pedestrian and vehicular traffic approaching the railroad crossings in Highway 82 and in County road, the centerline of which is the south line of Section 24 and the north line of Section 25. This covenant shall run with the land conveyed and be binding upon the Grantee, their heirs and assigns.

Grantee covenants and agrees that they shall not do, nor cause to be done, any act that will unreasonably impede the flow of drainage water over the premises herein conveyed, as to cause such drainage water to accumulate on the premises of the Grantor located adjacent to the southeasterly boundary of Parcel Nos. 1, 2 and 4 and the northwesterly boundary of Parcel Nos. 3 and 5 to the detriment of Grantor's use and enjoyment of such premises, provided that this covenant shall in no way be construed to prohibit Grantee from erecting buildings, or other improvements, on the premises herein conveyed, provided that drainage equivalent to that existing at the time of this conveyance is maintained, whether naturally or by other means. This covenant shall run with the land herein conveyed and be binding on the Grantee, their heirs and assigns.

Grantor reserves an easement for the continued maintenance, operation and use of all existing communication lines, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements of any kind whatsoever on said premises, whether owned, operated, used or maintained by the grantor, grantor's licensees or others, and whether or not of record, with reasonable right of entry for the purpose of repairing, reconstructing and replacing same; and

Reserves unto itself, its successors and assigns, all coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of said premises, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of said premises.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Vice President.

Dated June 16, 1970.

ATTEST
CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY
P. A. Kacurak
Assistant Secretary
STATE OF ILLINOIS
COUNTY OF COOK)
SS

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

By William J. Dixon
Vice President
William J. Dixon

Before me, a notary public qualified for said county, personally came William J. Dixon, Vice President of Chicago, Rock Island and Pacific Railroad Company, a corporation, known to me to be the Vice President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on June 16, 1970.

Audrey E. Wians
Notary Public
Audrey E. Wians

My Commission Expires:

December 1, 1973

COOK COUNTY, ILL.
PUBLIC

NO.	APPL. NO.	PAGES	COMP. NO.	
12	✓	✓	✓	

J. Registrar of Deeds

NEBRASKA QUIT CLAIM DEED

Chicago, Rock Island and Pacific
Railroad Company

to

Willard H. Waldo & Beulah E.
Waldo

THE STATE OF NEBRASKA }
SALINE COUNTY } ss

Entered in numerical index and filed for record
in the County Clerk's Office of said County,

the 1 day of

July 1970 at

3 o'clock and - minutes

P.M., and Recorded in Book 122 of

Deeds on page 235

Levon Walsh

County Clerk

From: Jill Rettig

Charge & return:

Steinacher & Vosoba

Attorneys at law

Wilber, Nebraska 68465

Chg Doc. Stamp \$2.20

Chg Record fee \$15.50