

FILED FOR RECORD ON THIS 18TH DAY OF DECEMBER A. D. 1967 AT 9:50
O'CLOCK A. M. AND RECORDED IN DEED BOOK 151 AT PAGE 462.
KITTY A. ROUSH, Register of Deeds
By Hannah O. Lawrence, Deputy

Fee: \$4.75

WARRANTY DEED

THIS INDENTURE, Made this 17 day of July,
A. D. 1967, between the CHICAGO, BURLINGTON & QUINCY RAILROAD COM-
PANY, a corporation organized and existing under and by virtue of
the laws of the State of Illinois, party of the first part, and
HUBBARD MILLING COMPANY, a Minnesota Corporation, party of the se-
cond part,

WITNESSETH, That the said party of the first part, for and in
consideration of the sum of Ten and No/100 Dollars (\$10.00) and
Exchange of Lands, receipt whereof is hereby acknowledged, has sold
and by these presents does grant, convey and confirm unto the said
party of the second part, the following described premises, to-wit:

That part of the Northwest Quarter of the Northeast Quarter
(NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17)
North, Range Eight (8) East of the 6th Principal Meridian,
Dodge County, Nebraska, described as follows:

Commencing at the Northwest corner of said quarter quarter
section, thence South along the West line of said Northwest
Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section
Eleven (11), 473.00 feet to a true point of beginning;
thence from said true point of beginning, East along a
line that makes an angle of 89 degrees 49 minutes 20 seconds
to the left from the last described course continued South-
erly, being parallel with the North line of said quarter
quarter section, 1296.17 feet to a point that is 33.00 feet
West of the East line of said Northwest Quarter of the
Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eleven (11); thence
South along a line that makes an angle of 90 degrees 01
minutes 40 seconds to the right from the last described
course continued East, being parallel with the East line
of said quarter quarter section, 336.22 feet; thence West,
parallel with the North line of said Northwest Quarter of
the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eleven (11),
1294.97 feet to the West line of said quarter quarter
section; thence North, along the West line of the Northwest
Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section
Eleven (11), 336.22 feet to the true point of beginning
aforesaid, comprising 10.00 acres more or less;

SUBJECT, however, to the lien of any unpaid special as-
sessment, the lien of real estate taxes payable in 1968,
utility easements, if any, and to drainage ditches, high-
ways, and building and zoning laws and regulations;

PROVIDED, however, that in the event any railroad trackage
is ever hereafter without the consent of the Chicago, Bur-
lington & Quincy Railroad Company, its successors and assigns,
constructed on the East 5 feet of the above-described prem-
ises, all of the above-described and conveyed land shall
thereupon revert and revest unto said Railroad Company, its
successors and assigns without any further or other convey-
ance by the Grantee, its successors and assigns.



TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said party of the second part, and the said party of the first part, for itself or its successors, does hereby covenant and agree to and with the said party of the second part, and its successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrance except as hereinabove provided; and does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

In the event party of the second part has not constructed or caused to be constructed a feed plant, auxiliary storage bins and buildings, and has not also constructed or caused to be constructed a railroad spur track to serve said land and building within a two (2) year period from the date hereof, then the party of the first part shall have the right, at its option, to repurchase the land hereinabove-conveyed, at a price of Twenty Thousand and No/100 Dollars (\$20,000.00) for a period of One (1) year from and after the expiration of said two (2) year period. Upon serving written notice upon the party of the second part by the party of the first part of its intention to repurchase and the tender of the repurchase price to party of the second part, it shall reconvey the above-described premises to party of the first part by good and sufficient Warranty Deed free and clear of all liens and encumbrances except as to those to which this Deed is made.

IN WITNESS WHEREOF, said Chicago, Burlington & Quincy Railroad Company has caused these presents to be signed by its Vice President and Secretary, and its corporate seal to be hereunto affixed the date above written.



CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By Edwin Martin
Vice President

[Signature]
Secretary

In Presence Of
[Signature]
RE Anderson