

THIS INDENTURE, Made this 23rd day of June

A. D. 1971, between BURLINGTON NORTHERN INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, successor in interest to Chicago, Burlington & Quincy Railroad Company, Grantor, and MIDWEST STORAGE, INC., a Nebraska corporation, of Box 398, Lexington, Dawson County, Nebraska, Grantee,

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WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm unto the said Grantee, the following described premises, to-wit:

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

Beginning at the Northwest corner of said Northwest Quarter of the Northeast Quarter, said corner being 38.20 feet East of the center line of Burlington Northern Inc. Railroad Track Number 32; thence East along the North line of said Northwest Quarter of the Northeast Quarter 736 feet; thence South parallel with the West line of said Northwest Quarter of the Northeast Quarter 473 feet; thence West parallel with the said North line of the Northwest Quarter of the Northeast Quarter 736 feet; thence North 473 feet to point of beginning.

SUBJECT, however, to highways and all easements, if any, for sewer, gas and water lines, power lines, communication lines and drainage ditches, whether or not appearing of record, notice of which is given by actual location and existence of same upon the above described premises.

RESERVING, however, unto said Grantor, its successors and assigns, railroad easements including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the herein described premises to be conveyed described as follows:

Strips of land of 12 feet of uniform width on each side of the center line of Grantor's Railroad Track Number 33 and Railroad Track Number 44 as they cross the Southerly and Westerly portion of the herein described premises to be conveyed in a Southerly and Easterly direction; also that portion that will lie within a strip of land of 12 feet of uniform width lying Northerly of the center line of proposed future track to be constructed North of said Track Number 33 in the Southeast corner of said herein described premises,

to have and to hold said easements for so long as the same is used or required for railroad purposes and until Grantor, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easements.

ALSO RESERVING, however, unto said Grantor, its successors and assigns, the right, privilege and easement to maintain an unobstructed sight zone or area over that portion of the premises described as follows:

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Beginning at a point in the West line of the herein described premises to be conveyed 35 feet South of its Northwest corner; thence East parallel with the North line of the said herein described premises 50 feet; thence Southwesterly to the West line of said herein described premises 50 feet South of the point of beginning; thence North to the point of beginning,

including the right to remove any or all obstructions thereon that would interfere with the view between the railroad tracks and right of way of Grantor in the vicinity of said premises and any pedestrian or vehicular traffic on the roads or passageways approaching said railroad tracks or right of way, and the Grantee covenants and agrees to keep said area free of all buildings, structures, trees, shrubbery, fences or any other obstructions that will interfere in any way whatsoever with the view across said area, which covenant shall run with the land.

The Grantee shall construct or cause to be constructed concrete silos containing not less than one million bushel storage capacity, to be used in the Alfalfa Dehydrate & Storage business of Grantee. Grantee also hereby agrees to construct, or arrange for the construction of a railroad spur track to serve said silos for the receipt and shipment of freight by railroad cars. In the event Grantee has not constructed said silos and said track within a period of two (2) years from and after the date hereof, Grantor shall have the right, for a period of one (1) year from and after the expiration of said two (2) year period, to repurchase said land and upon the service of a notice upon Grantee and the tender of the full purchase price paid by Grantee to Grantor, Grantee shall reconvey the above described land to Grantor by good and sufficient Warranty Deed, free and clear of all liens and encumbrances, except for those enumerated in this conveyance and Grantee will give to Grantor a title insurance policy or an abstract of title evidencing such good title.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said Grantee, and the said Grantor for itself or its successors, does hereby covenant and agree to and with the Grantee 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, and does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said Burlington Northern Inc. has caused these presents to be signed by its Vice President and R. M. O'Kelly Secretary, and its corporate seal to be hereunto affixed, this 23rd day of June 1971.

NEBRASKA DOCUMENTARY.
STAMP TAX
JUN 29 1971
\$ 25.00 BY XOL



BURLINGTON NORTHERN INC.

BY G. F. Defiel
G. F. Defiel
Vice President

In Presence of
Chris A. Ritzer
Chris A. Ritzer

R. M. O'Kelly
Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 23rd day of June A. D. 1971,
before me, a Notary Public duly commissioned and qualified
in and for said County, personally came the above named G. F. Defiel,
Vice President and R. M. O'Kelly, XXXXXXXXXX Secretary of
Burlington Northern Inc., who are personally known to me to be the
identical persons whose names are affixed to the above Deed as Vice
President and XXXXXXXXXX Secretary of said corporation, and they
acknowledged the instrument to be their voluntary act and deed, and
the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at St. Paul in
said County, the date aforesaid.

R. H. Brokopp
Notary Public.

R. H. BROKOPP, Notary Public, Ramsey County, Minn.
My Commission Expires April 22, 1978



STATE OF NEBRASKA, DODGE COUNTY: ss:
Filed for record this 29th day of June 1971 at
10⁰⁴ o'clock a. recorded in Book 160 of
Deeds Page 533 Fee \$ 9.25
Patty A. Gough Register of Deeds
By Bernard Lawrence Deputy

INDEXED
GRANTOR
GRANTEE
REGISTER
COMPARED
PAGED