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11643

After recording, return to:

David G. Anderson
McGrath, North, Mullin & Kratz, P.C.
One Central Park Plaza, Suite 1400
Omaha, NE 68102

FILED

BOOK 2002 PAGE 3728

2002 MAY 13 PM 4:27

NEBRASKA DOCUMENTARY
STAMP TAX
Date 5-13-02
\$ 7,100.⁰⁰ By *g*

Carol Aivona
DODGE COUNTY
REGISTER OF DEEDS
COMPUTER INDEX FEE \$ 26.⁰⁰

GENERAL CORPORATE WARRANTY DEED
(NEBRASKA)

CONAGRA FOODS, INC., a Delaware corporation ("Grantor"), in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration received from FRONTIER COOPERATIVE COMPANY, a Nebraska cooperative corporation ("Grantee"), does hereby convey to Grantee the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

See Exhibit "A" attached hereto.

Grantor covenants with Grantee that: (i) Grantor is lawfully seized of the real estate; (ii) the real estate is free from encumbrances except those matters listed on Exhibit "B" attached hereto; (iii) Grantor has legal power and lawful authority to convey the real estate; and (iv) Grantor warrants and will defend title to the real estate against the lawful claims of all persons whomsoever.

Dated: May 9, 2002

CONAGRA FOODS, INC., Grantor

By: *J.P. O'Donnell*
Title: J.P. O'DONNELL
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER AND
CORPORATE SECRETARY

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me, a notary public in and for said state, on May 9, 2002, by J.P. O'Donnell, as Exec V.P. of CONAGRA FOODS, INC., who acknowledged the same to be his/her voluntary act and deed as such officer and the voluntary act and deed of such corporation.

GENERAL NOTARY - State of Nebraska
LINDA J. WELNIAK
My Comm. Exp. July 20, 2005

Linda J. Welniak
Notary Public

EXHIBIT "A"

11644

FILE: 02-04177

Tract A:

Tax Lot 1 in the East Half of the Northeast Quarter of Section 11, Township 17 North, Range 8, East of the 6th P.M., in Dodge County, Nebraska, described as: That part of the East half of the Northeast Quarter of Section 11, Township 17 North, Range 8, East of the 6th P.M., in Dodge County, Nebraska, lying North of the Northwestern Right of Way of the C. and N. W. Railroad and EXCEPT a tract deeded to the County of Dodge described as follows: Beginning at the Northeast corner of said Northeast Quarter Northeast Quarter; thence South along the East margin of said Northeast Quarter Northeast Quarter for a distance of 72 feet; thence West parallel to and 72 feet South of the North margin to a point in the West margin of said Northeast Quarter Northeast Quarter; thence North along the West margin of said Northeast Quarter Northeast Quarter for a distance of 72 feet; thence East along the North margin of said Northeast Quarter Northeast Quarter to the point of beginning and EXCEPT public roads.

Tract B:

That part of the Northwest Quarter of the Northeast Quarter of Section 11, Township 17 North, Range 8 East of the 6th P.M., 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 the point of beginning, EXCEPT public roads.

Tract C:

From the East Quarter corner of Section 12, Township 17 North, Range 5 East of the 6th P.M., and assuming the East line of the Northeast Quarter of said Section 12 to bear due North-South, thence North on said East line a distance of 237.37 feet to the point of beginning; thence continuing North a distance of 396.57 feet to a point on the Southerly R.O.W. of the U.P.R.R.; thence N88°26'38"W on said R.O.W. a distance of 1332.89 feet to a point on the Quarter Quarter line West of said East line; thence S0°00'30"W on said Quarter Quarter line a distance of 433.38 feet; thence N89°58'25"E parallel to the South line of the Southeast Quarter Northeast Quarter of said Section a distance of 1332.33 feet to the point of beginning; lying in the Southeast Quarter Northeast Quarter of Section 12, Township 17 North, Range 5 East of the 6th P.M., EXCEPT public roads.

in Dodge County, Nebraska

Tract D:

A tract of land described as follows: From the Quarter Quarter corner West of the East Quarter corner of Section 12, Township 17 North, Range 5 East and assuming the East line of the Southwest Quarter Northeast Quarter of Section 12 to bear N0°00'30"W; thence N0°00'30"W on said East line a distance of 570.71 feet to a point of beginning lying 100.00 feet Southerly from the Southerly R.O.W. of the Union Pacific Railroad Company as measured at a right angle to said R.O.W.; thence continuing N0°00'30"W

a distance of 100.04 feet to a point on said Southerly R.O.W.; thence N88°26'38"W on said R.O. W. a distance of 1592.00 feet; thence S0°00'30"E a distance of 100.04 feet; thence S88°26'38"E a distance of 1592.00 feet to the point of beginning; lying in the Southwest Quarter Northeast Quarter and the Southeast Quarter Northwest Quarter of Section 12, Township 17 North, Range 5 East of the 6th P.M., Dodge County Nebraska.

EXHIBIT "B"

1. Permanent easement to Dodge County for construction and maintenance of a county road on a tract of land described as : The West 33 feet of the East half of the Northeast Quarter of Section 11, Township 17 North, Range 8 East of the 6th P.M., in Dodge County, Nebraska, lying North of the Chicago and Northwestern Railway Right of Way, as contained in Instrument filed February 22, 1968, recorded in Misc. Book 3 at page 399. (Tract A)
 2. Easement for electric power lines over and across a tract beginning at the Northeast corner of Section 11-17-8; thence South 33 feet and West 33 feet to the corner of the road right-of-way, which is the point of beginning; thence South parallel with the Section line to the North right-of-way line of the Chicago and Northwestern Railroad, thence West 18 inches, thence North parallel to the fore mentioned section line to a point 33 feet south of the North section line of Section 11, thence East 18 inches to the point of beginning, as contained in Instrument filed August 30, 1974, recorded in Misc. Book 8 at page 523. (Tract A)
 3. Restrictions imposed by Section 8 of Article 12 of the Constitution of the State of Nebraska on corporate ownership of agricultural real estate. Initiative 300. (Tract A)
 4. Right of Way granted to Elkhorn River Draining District, 16-1/2 feet wide lying on the South side of and adjoining the highway located on the North side of the Northwest Quarter Northeast Quarter of Section 11, Township 17 North Range 8, East of the 6th P.M., Dodge County, Nebraska as contained in Instrument filed August 6, 1910, recorded in Book 37 at page 298. (Tract B)
 5. Easement to Nebraska Natural Gas Company over and across a strip of land approximately 20 feet wide along the West side of the Northwest Quarter Northeast Quarter and the Southwest Quarter Northeast Quarter of Section 11, Township 17 North, Range 8, East of the 6th P.M., Dodge County, Nebraska, as contained in Instrument filed December 1, 1961, recorded in Misc. Book "X" at page 235. (Tract B)
 6. Reservations in Indenture filed June 29, 1971, recorded in Book 160 at page 533. (Tract B)
 7. Easement for utilities over and across the West 20 feet of said Tract B as contained in Instrument filed April 13, 2000, recorded in Book 2000 at page 1999. (Tract B)
 8. Natural Gas Pipeline Easement as contained in Instrument filed July 1,, 1964, recorded in Misc. Book "Z" at page 289 and filed July 17, 1964, recorded in Misc. Book "Z" at page 297. Assignment of Easements to Utilicorp United Inc. filed January 22, 1986, recorded in Misc. Book 16 at page 278. (Tract C)
 9. Unrecorded Industry Track Contract dated July 26, 1965, and Supplemental Agreement dated December 6, 1975, both with Union Pacific Railroad Company as evidence in Warranty Deed filed August 1, 1979, recorded in Book 180 at page 667. (Tract C)
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10. Railroad tracks and railroad easements not of record which may affect any of the Tracts described herein.

11. Easements, covenants, restrictions, rights-of-way, mineral reservations and any other similar matters of record.

12. Any defect in title which does not materially affect the use or enjoyment of the real estate used by Grantor in its operations thereon as of the date of this Deed.

13. Taxes and assessment not yet due and payable.

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2003 PAGE 4626

WHEN RECORDED MAIL TO:

Mr. Randy Robeson
FRONTIER CO-OPERATIVE CO.
211 South Lincoln
Box 37
Brainard, NE 68626

2003 MAY 15 AM 11:32

Carol Stevens
DODGE COUNTY
REGISTER OF DEEDS
COMPUTER INDEX FEE \$ 25.50

NEBRASKA DOCUMENTARY
STAMP TAX
Date 5-15-03
By *CS*
\$ 35.00

SPECIAL WARRANTY DEED

ANT, LLC, a Delaware limited liability company, and its successors and assignees, whose address is 201 Mission Street, 2nd Floor, San Francisco, California 94105, ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by Grantee, grant, bargain, sell, and convey to FRONTIER CO-OPERATIVE CO., a Nebraska corporation, and its successors and assignees, whose address is 211 South Lincoln, Box 37, Brainard, NE 68626, ("Grantee"), all of Grantor's right, title and interest in the real estate (as defined in Neb. Rev. Stat. 76-201) and improvements owned by Grantor and located in the County of Dodge, State of Nebraska, as such real property ("Premises") is more particularly described as follows in Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof, subject however to the exceptions and reservations, whether or not of record or otherwise, including but not limited to those set forth in Exhibit "B", to the extent, but only to the extent such exceptions validly affect the premises.

TOGETHER with all tenements, hereditaments and appurtenances, if any, on the Premises or related thereto, and any reversions, remainders, rents, issues or profits on the Premises. Grantee acknowledges that by this Deed Grantor warrants only claims made by, through or under Grantor, and that there may be limitations or restrictions on the ownership rights of Grantor in the Premises where Grantor acquired its ownership with such limitations or restrictions, or as a result of applicable law; and Grantee accepts delivery of this deed with this understanding and on this condition.

SUBJECT, however, to all valid existing interests of third parties in the Premises, including but not limited to, reservations, rights of way and other encumbrances of record.

TO HAVE AND TO HOLD the same unto Grantee, and its successors and assignees, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative on the 1st day of May, 2003.

ANT, LLC, a Delaware limited liability company

By: The South Portal Company, a Delaware corporation, as its sole member

By: Ted Antenucci

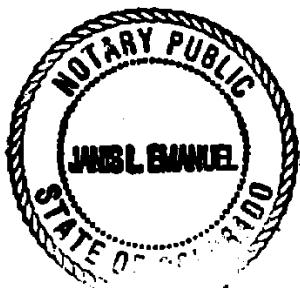
Name: Ted Antenucci

Its: Director and President

STATE OF COLORADO §
§ ss.
COUNTY OF Jefferson §

On this 1st day of May, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ted Antenucci, to me known to be the Director and President of The South Portal Company, a Delaware corporation, in its capacity as sole member of ANT, LLC, a Delaware limited liability company, the Corporation that executed the within instrument on behalf of the limited liability company therein named, and acknowledged to me that such Corporation executed the same.

Given under my hand and seal the day and year last above written.



Jansl Emanuel
Notary Public in and for the State of Colorado
My appointment expires: 6/16/03



EXHIBIT "A"

Parcel # 1140.3

That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 17 North, Range 8 East, 6th P. M., Dodge County, Nebraska, lying between two lines drawn parallel with and distant, respectively, 70.0 feet and 388.0 feet South, as measured at right angles from the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, bounded on the East by the East line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, and bounded on the West by a line drawn parallel with and distant 736.0 feet East, as measured at right angles from the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Any and all restrictions, covenants, conditions, reservations, liens, rights-of-way, taxes, licenses, leases, parties in possession, easements, highways, roads, pipelines, poles, wirelines, conduits, ditches, ordinances and other encumbrances affecting the Property, whether of record or not, and all matters a current survey or visual inspection of the Property would disclose.
2. Taxes or assessment which are not shown as existing liens by the current public records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiries of persons in possession thereof.
4. Easements, claims of easements or encumbrances not shown by the current public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title water.
7. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the current public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the current public records or attaching subsequent to March 28, 2003, but prior to the date the Grantee herein acquires for value of record the estate or interest thereon covered by this First American Title Insurance Commitment No. 0978FA.
9. Standby fees, taxes and assessments by any taxing authority for the year 2003 and subsequent years.
10. Permanent Easement to Dodge County for road purposes over the East 33 feet of the West Half of the Northeast Quarter of Section 11 as contained in Instrument filed February 22, 1968, recorded in Misc. Book 3 at page 399.

11. Subject to Reservation unto Grantor, it's successors, assigns, lessees and/or licenses all coal, oil, gas, casing head gas and all ores and mineral of every kind and nature and all water underlying the surface of the premises, except no right of entry onto the surface or above a depth of 500 feet below the surface to the premises; ALSO a non exclusive permanent easement to operate, maintain, reconstruct and modify any and all fiber optic lines, communication lines used by grantor, and facilities related to such fiber optic lines or communication lines, in the location where such lines or facilities exist on the date of delivery of this deed, including related rights of ingress and egress, as necessary across the Premises for the sole purpose of operating and maintaining and, as necessary, reconstructing such lines in the same location as they exist on January 20, 1998, provided that all activities of Grantor in the exercise of rights under this paragraph of this deed shall occur in a manner that minimizes any interference with any activities or improvements then present on the premises; AND subject to all valid existing interest of third parties in the premises, including but not limited to, reservations, rights of way and other encumbrances of record, as contained in Special Warranty Deed filed December 31, 2002, recorded in Book 2002 at page 10271.

Tax Key No. 236-302-4 (270136809)

APPROVED AS TO FORM

APPROVED LEGAL	
APPROVED FORM	
APPROVED	