

FILED MAR 13 1985
BOOK 160 OF DEEDS
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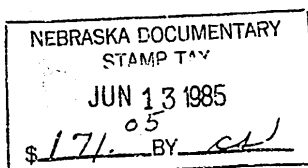
QUITCLAIM DEED

Carl P. Hibbels
REGISTRAR OF DEEDS

KNOW ALL MEN BY THESE PRESENTS That CHICAGO PACIFIC CORPORATION, a Delaware corporation, whose principal place of business is 200 South Michigan Avenue, Chicago, Illinois 60604 ("Grantor"), 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 SARPY R & R CO., a Nebraska corporation, whose address is c/o Ellick & Jones, 525 Farm Credit Bldg., Omaha, Nebraska 68102, herein designated as "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 Sarpy, State of Nebraska, as described in the attached Exhibit A.

By acceptance of this Quitclaim Deed, Grantee acknowledges that such interests as Grantor may have had 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, 10530 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;



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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.

The Grantor further reserves unto itself, 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 Grantor'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 Grantor, 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.

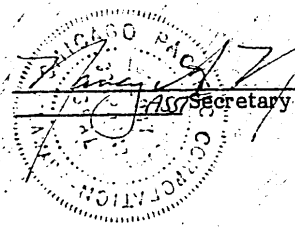
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This conveyance is made pursuant to the terms of an Offer to Purchase dated May 20, 1985 and the terms thereof shall survive delivery of this Quitclaim Deed.

IN WITNESS WHEREOF, this instrument is executed by the Grantor this 4th day of June, 1985.

ATTEST:

CHICAGO PACIFIC CORPORATION


Nancy Norman
Notary Public

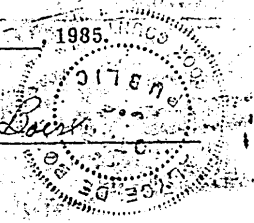
Howard E. Japlon
Howard E. Japlon, Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that HOWARD E. JAPLON, personally known to me to be the Assistant Secretary of CHICAGO PACIFIC CORPORATION, a Delaware corporation, and Nancy Norman, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Secretary and Assistant Secretary they signed and delivered the said instrument as Assistant Secretary and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal this 4th day of June, 1985.

Glynn DeBoer
Notary Public



My Commission Expires:
July 17, 1988

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May 22, 1985
Sarpy Co., NE

EXHIBIT A

Being a description of a strip of land of varying widths formerly constituting a line of railroad as the centerline of said strip of land is more particularly described:

Beginning at the intersection of the centerline of said strip of land and the North line of Sarpy County, Nebraska, being also the North line of Section 16, Township 14 North, Range 13 East, 6th P.M.; thence Southerly along said centerline through Sections 16, 21, 28, 29, 32, 31 and 30, Township 14 North, Range 13 East, 6th P.M.; thence continuing Southwesterly through Sections 25, 36 and 35, Township 14 North, Range 12 East, 6th P.M.; thence continuing Southwesterly through Sections 2, 3, 10, 9, 8, 17, 20, 29, 30 and 31, Township 13 North, Range 12 East, 6th P.M.; thence continuing Southwesterly through Section 36, Township 13 North, Range 11 East, 6th P.M.; thence Southwesterly through Sections 1, 2, 11, 10, 15, 16, 17 and 18 to a Termination at the West line of the Southeast Quarter of the Southeast Quarter of said Section 18, Township 12 North, Range 11 East, 6th P.M.