



2143 453 DEED



01263 00 453-457

Nebr Doc  
Stamp Tax

2-2-00  
Date

\$ 66.00  
By [Signature]

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 FEB -2 AM 11:26

RECEIVED

1263  
B FEE 25 FB  
BKP C/O COMP  
DEL SCAN FV

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, (formerly Burlington Northern Railroad Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "Grantor", for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it duly paid, the receipt whereof is hereby acknowledged, has granted, conveyed, remised, released and quitclaimed, and by these presents does grant, convey, remise, release and forever quitclaim without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, unto **EMILIA, LLC**, a limited liability company of the State of Nebraska, of 13506 Corby Street, Omaha, Nebraska 68164-2449, hereinafter called "Grantee", and to its successors and assigns forever, all its right, title, interest, estate, claim and demand, if any, both at law and in equity of, in and to that certain strip or parcel of land, subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, located in County of Douglas, State of Nebraska, hereinafter called "Property", more particularly described as follows:

A parcel of land being a portion of Block 234 of the City of Omaha, Douglas County, Nebraska, together with the North 15.00 feet of vacated Pacific Street and a portion of vacated Eighth Street, adjoining said Block 234, described as follows:

**Beginning** at point 15.00 feet South of the Southeast corner of said Block 234, being the intersection of the West line of South Seventh Street and the North line of Pacific Street (as now established) in the City of Omaha; thence West along the North line of Pacific Street 294.42 feet to a point on the Easterly line of a parcel of land conveyed by the Burlington Northern Railroad Company to the National Railroad Passenger Corporation by Quitclaim deed recorded in Book 1769, at Page 54, records of said County; thence along the Easterly line North, 194.20 feet to the Northeast corner of said conveyed parcel; thence South 72°15'28" East, 309.12 feet to a point on said West line of Seventh Street; thence along said West line South 100.00 feet to the **Point of Beginning**.

Emilia LLC  
13506 Corby Street  
Omaha NE 68164

20

**RESERVING**, unto said Grantor, its successors and assigns, and any designees, a 30.0 foot wide non-exclusive roadway and utility easement upon, over and across the Westerly 30.0 feet of the hereinabove described property, for the construction, maintenance and use of utilities and roadway thereon for ingress and egress by the Grantor, its successors and assigns, and any designees, together with the Grantee to and from adjacent property of the Grantor. To have and to hold said easement for so long as same shall be used for roadway purposes and until said Grantor, its successors or assigns, shall cease use for roadway and utility purposes with the intent to abandon said easement.

Grantee has been allowed to make an inspection of the Property and has knowledge as to the past use of the Property. Based upon this inspection and knowledge, Grantee is aware of the condition of the Property and **GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the Property and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the Property, the condition or existence of any of the above ground or underground structures or improvements in, on or under the Property, the condition of title to the Property, and the leases, easements or other agreements affecting the Property. Grantee is aware of the risk that hazardous substances and contaminants may be present on the Property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, and attorney's fees, arising from or in any way related to the condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any hazardous substances or contaminants in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor's remaining Property or the operations or business of the Grantor on its remaining Property to be in compliance with the requirements of any Environmental Law, (c) losses for injury or death of any person, and (d) losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or

remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the Property.

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

Grantee shall within 60 days from the date of this deed, shall, at its sole cost and expense, construct a protective chainlink fence and gate a minimum of three (3) feet in height upon, over and across the Northerly boundary of the hereinabove described Property. Grantee shall thereafter repair, maintain and renew said fence, so as to keep same in good repair at the sole cost of the Grantee. If fence is not constructed within this time frame, Grantor may construct said fence at the sole cost of Grantee and Grantee shall pay Grantor all associated costs within 10 days of receipt of bills.

Grantee acknowledges that Grantor's property for sale, may be subject to reversion upon abandonment of use for Railroad purposes and that the Quitclaim deed is for the purpose of releasing the Grantor's interest in said subject Property.

By acceptance of this deed, Grantee acknowledges that a material consideration for this conveyance, without which it would not be made, is the agreement by the Grantee for itself and for its successors and assigns, that the Grantor, its predecessors, successors, and assigns shall be in no manner responsible to the Grantee, any subsequent owner, purchaser, or any person interested therein for any and all claims, demands, damages, causes of action including loss of access, or suits regarding the quiet and peaceable possession of such Property, title thereto, or condition thereof.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 26th day of JANUARY, 2000.

**THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY  
COMPANY**

By: *D. P. Schneider*  
D. P. Schneider  
Its: General Director Real Estate



**ATTEST:**

By: *Patricia Zbichowski*  
Patricia Zbichowski  
Its: Assistant Secretary

STATE OF TEXAS

§

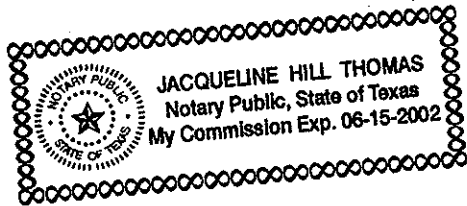
§ ss.

COUNTY OF TARRANT

§

On this 21<sup>st</sup> day of JANUARY, 2000, before me, the undersigned, a Notary Public in and for said County, personally came D. P. Schneider and Patricia Zbichorski, of **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation**, to me personally known to be the General Director Real Estate and Assistant Secretary, respectively, and are the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Fort Worth in said county the day and year last above written.



*Jacqueline Hill Thomas*  
Notary Public

My commission expires: 6/15/02

**FORM APPROVED BY LAW**