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**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that **BNSF RAILWAY COMPANY**, a Delaware corporation, 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 quitclaimed, and by these presents does quitclaim, without any covenants of warranty whatsoever and without recourse to Grantor, its successors and assigns, unto the **CITY OF LINCOLN**, a Nebraska municipal corporation, whose mailing address is 555 South 10th Street, Lincoln, Nebraska 68508 Attn: City Attorney, hereinafter called "**Grantee**", and to its successors and assigns forever, all of Grantor's reversionary and/or other real estate claims, ordinance rights, licenses, easements, and interest relating to providing rail service over those certain streets and alleys situated in the County of Lancaster, State of Nebraska on that real property described on **EXHIBIT A** attached hereto and by this reference made a part hereof, together with all of Grantor's improvements located thereon as of the date of this Deed, hereinafter collectively called "**Property**".

(a) Grantor shall have no obligations with respect to any improvements or other materials remaining on the Property on or after Grantor's quitclaim of the Property to Grantee. Grantor shall not be responsible for removal or disposal of tracks or ties, or any costs of track and tie removal or disposal, for or from the Property.

(b) To the fullest extent permitted by law, Grantee waives its municipal immunity and its sovereign immunity with respect to Grantor for matters arising out of or related to this Deed and the property conveyance contemplated herein, including, without limitation, for environmental and other conditions of the Property. Any lawful waiver of Grantee's sovereign immunity herein shall be in addition to, and not in limitation of, any lawful waiver of Grantee's municipal immunity and its sovereign immunity pursuant to separate agreements between Grantor and Grantee.

(c) Grantee shall be responsible for amending or extinguishing any existing ordinance rights Grantor may have to occupy the Property for rail transportation purposes. Grantor will, at no cost to Grantor, reasonably cooperate with Grantee to amend or extinguish any ordinance rights Grantor may have to occupy the Property for rail transportation purposes.

(d) To the fullest extent permitted by law, Grantee assumes the risk that Hazardous Substances or other adverse violations of Environmental Laws may affect the Property and other land acquired and/or developed by Grantee as part of the acquisition of the Property, and

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\$293.00  
~~\$227.00~~

to the fullest extent allowed by law hereby indemnifies, defends and holds harmless and hereby waives, releases and discharges forever Grantor and Grantor's officers, directors, employees and agents (collectively, "**Grantor Indemnitees**") from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees to the extent permitted by law) of any and every kind or character, known or unknown, arising from or in any way related to Hazardous Substances or other adverse violations of Environmental Laws of the Property and any other land acquired and/or developed by Grantee as part of the acquisition of the Property, including the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property or such other property (collectively, the "**Grantor Losses**"). "Grantor Losses" shall include without limitation (i) 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, (ii) capital expenditures necessary to cause Grantor's remaining property or the operations or business of Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, and (iii) losses for injury or death of any person, and (iv) 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 on the Property or such other property. **ALL INDEMNITY OBLIGATIONS OF GRANTEE UNDER THIS SECTION (i) SHALL INCLUDE GRANTOR LOSSES CAUSED BY GRANTOR PRIOR TO THE DATE OF THIS DEED, INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE OF GRANTOR**, but shall exclude all cost, liability, or expense actually incurred by Grantor arising out of the condition of such property to the extent such condition is caused, contributed to, exacerbated or aggravated by Grantor after the date of conveyance.

(e) For purposes of this Deed:

(i) "**Environmental Law(s)**" 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.

(ii) "**Hazardous Substance(s)**" 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.

(iii) "**Environmental Matters**" means matters relating to the generation, manufacture, use, storage, handling, transportation and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species and storm water runoff or discharge.

The covenants and agreements set forth in paragraphs (a) through (d), above, shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and its heirs, successors and assigns.

**TO HAVE AND TO HOLD** the Property unto the said Grantee, its successors and assigns, forever.

**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 3<sup>rd</sup> day of November 2010.

**BNSF RAILWAY COMPANY**

By: [Signature]  
Mark D. Ude  
Its: AVP  
Corporate Real Estate Development



**ATTEST:**

By: [Signature]  
Patricia Zbichorski  
Its: Assistant Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on November 3<sup>rd</sup> 2010 by Mark D. Ude and Patricia Zbichorski, as the AVP Corporate Real Estate Development and Assistant Secretary, respectively, of **BNSF Railway Company**, a Delaware corporation, on behalf of said corporation.




[Signature]  
Notary Public

**FORM APPROVED BY LAW**

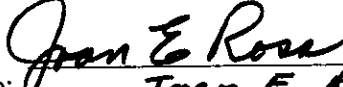
APPROVED LEGAL	
APPROVED FORM	
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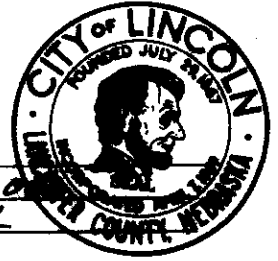
**ACCEPTED:**

**CITY OF LINCOLN**

By:   
Name: Chris Beutler  
Title: Mayor

**ATTEST:**

By:   
Name: Joan E. Row  
Title: City Clerk



STATE OF NEBRASKA    §  
  §  
COUNTY OF LANCASTER §

The foregoing instrument was acknowledged before me this Nov. 17, 2010, by Chris Beutler, the Mayor of the City of Lincoln, a Nebraska municipal corporation, on behalf of such municipal corporation.

{Seal}



  
Notary Public

**EXHIBIT A**

**Legal Description**

Those streets and alleys located as of the date of this Deed in the area in Lincoln, Lancaster County, Nebraska, bounded by the west line of 7th Street, the west line of 9th Street, the south line of "L" Street and the south line of "U" Street; and also

Those streets and alleys located as of the date of this Deed in the area in Lincoln, Lancaster County, Nebraska bounded by the west line of 6th Street, the east line of 7th Street, the south line of "L" Street and the south line of "J" Street.

Lot 1, 6th & H Addn, Lincoln, Lancaster County, Nebraska; **6THHAD**  
Lots 1-6, Block 132, Original Lincoln, Lancaster County, Nebraska;  
Lots 1 and 2, Block 114, Original Lincoln, Lancaster County, Nebraska;  
Lots 1 and 12, Block 105, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-10, Block 115, Original Lincoln, Lancaster County, Nebraska;  
Lots A-E, Ingerles Subdivision, Lincoln, Lancaster County, Nebraska;  
Lots 3-12, Block 104, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, Lincoln Land Company Subdivision of Lots 1 and 2, Block 104, Original Lincoln, Lancaster County, Nebraska;  
Lots 3, 4, 9 and 10, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, Lincoln Land Company Subdivision of Lots 1 and 2, Block 103, Original Lincoln, Lancaster County, Nebraska; **LLL1-2B103**  
Lots 1-13 and 16-18, Block 102, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, Lincoln Land Company Subdivision of Lots 5 and 6, Block 103, Original Lincoln, Lancaster County, Nebraska; **LL15-6B103**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 7 and 8, Block 103, Original Lincoln, Lancaster County, Nebraska; **LL17-8B103**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 11 and 12, Block 103, Original Lincoln, Lancaster County, Nebraska; **LL11-2B103**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 14 and 15, Block 102, Original Lincoln, Lancaster County, Nebraska; **LL14-5B102**  
Lots 10-15 and 18, Block 85, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, Lincoln Land Company Subdivision of Lots 16 and 17, Block 85, Original Lincoln, Lancaster County, Nebraska; **LL16-17B85**  
Lots 1-3, Airspace Addition, Lincoln, Lancaster County, Nebraska; **AIRSPACE**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 1 and 2, Block 84, Original Lincoln, Lancaster County, Nebraska; **LL11-2B84**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 5 and 6, Block 84, Original Lincoln, Lancaster County, Nebraska; **LL15-6B84**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 11 and 12, Block 84, Original Lincoln, Lancaster County, Nebraska; **LL11-12B84**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 11 and 12, Block 83, Original Lincoln, Lancaster County, Nebraska; **LL11-12B83**  
Lots 1 and 2, Jacobson Addition **Jacobson**  
Lots 1-18, Block 70, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, Lincoln Land Company Subdivision of Lots 5 and 6, Block 71, Original Lincoln, Lancaster County, Nebraska; **LL15-6B71**  
Lots 1-7, Lincoln Land Company Subdivision of Lot 7, Block 71, Original Lincoln, Lancaster County, Nebraska; **LL17B71L**  
Lots 1-4 and 8-12, Block 71, Original Lincoln, Lancaster County, Nebraska;  
Lots 5-12 and 15-21, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, Lincoln Land Company Subdivision of Lots 13 and 14, Block 53, Original Lincoln, Lancaster County, Nebraska; **LL153LI**  
Lots A-G, County Clerks Subdivision of Lots 1-4, Block 53, Original Lincoln, Lancaster County, Nebraska; **CCB53LI**  
Lots 1, 2, 6-12, 15 and 16, Block 52, Original Lincoln, Lancaster County, Nebraska;  
Lots 1 and 2, Augustines Subdivision, Lincoln, Lancaster County, Nebraska; **AUGUSTINES**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 13 and 14, Block 52, Original Lincoln, Lancaster County, Nebraska; **LL13-14B52**  
Lots 1-7, Lincoln Land Company Subdivision of Lots 17 and 18, Block 52, Original Lincoln, Lancaster County, Nebraska; **LL17-18B52**  
Lot 1, Block 51, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, Lincoln Land Company Subdivision of Lots 17 and 18, Block 51, Original Lincoln, Lancaster County, Nebraska; **LL151LI**  
Lots 1-21, Block 44, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-18, Block 45, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-5 and Outlot A, Lincoln Station, Lincoln, Lancaster County, Nebraska; **LIST**  
Remaining portion of Lots 1-3, all of Lots 5-10 and W1/2 of Lot 11, Block 33, Original Lincoln, Lancaster County, Nebraska; **833**  
Lots A-E, County Clerks Subdivision of Lot 12 and E1/2 of Lot 11, Original Lincoln, Lancaster County, Nebraska; **CCB33LI**  
Lots 1 and 2, Hambleton Webb Subdivision, Lincoln, Lancaster County, Nebraska; **HAWE**  
Remaining portion of Lot 3, all of Lots 4, and 9-12, Block 32, Original Lincoln, Lancaster County, Nebraska;  
Lots 1 and 2, Candy Factory Subdivision, Lincoln, Lancaster County, Nebraska; **CAFA**  
Lots 1-3, Haymarket Parking Garage Addition, Lincoln, Lancaster County, Nebraska; **HAPAGA**  
Remaining portion of Lots 3 and 10, and all of Lots 4-9, Block 30, Original Lincoln, Lancaster County, Nebraska;  
Remaining portion of Lot 11, and all of Lots 1-4, 9 and 10, Block 31, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-3, Bucks Subdivision, Lincoln, Lancaster County, Nebraska; **BUCKS**  
Lots 3-6, Block 21, Original Lincoln, Lancaster County, Nebraska;  
Lots A-G, Dinges & McGahey's Subdivision, Lincoln, Lancaster County, Nebraska; **DIMC**  
Lots 1 and 2, The Arts & Humanities Block Addition, Lincoln, Lancaster County, Nebraska; **ARHUBL**  
Lots 1-20, Block 20, Original Lincoln, Lancaster County, Nebraska;  
Lots 1 and 2, Cornhusker Shadows 1st Addition, Lincoln, Lancaster County, Nebraska; **COSH**  
Lots 1-12, Block 19, Original Lincoln, Lancaster County, Nebraska;  
Lots 1 and 18, Block 270, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-10, Block 8, Original Lincoln, Lancaster County, Nebraska;  
Lots 1-7, C J Hulls Subdivision of Lots 11 and 12, Block 8, Original Lincoln, Lancaster County, Nebraska; **HULLSB8**  
Lots 1 and 12, Block 281, Original Lincoln, Lancaster County, Nebraska;