

COUNTER P C.E. P
VERIFY P D.E. P
PROOF _____
FEES \$ 34.00
CHECK# 2471
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

2015-26858

\$ 15.75

11/02/2015 1:45:59 PM

Lloyd J. Dowling

By: pcastle

REGISTER OF DEEDS



DEED

QUITCLAIM DEED
(Nebraska)

KNOW ALL MEN BY THESE PRESENTS, that BNSF RAILWAY COMPANY, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and formerly known as 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 R.E.D. INVESTMENTS, LLC, a Nebraska limited liability company, of 13951 Valley Ridge Drive, Omaha, Nebraska 68138, 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 located in County of Sarpy, State of Nebraska, hereinafter called "Premises", being more particularly described on EXHIBIT "A" attached hereto and by this reference made a part hereof.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

ALSO, if the Premises are locally assessed, the Grantee, and for its successors and assigns, by acceptance of this deed, agree to assume all locally assessed real estate taxes, outstanding and otherwise, and any and all past, present, pending and future assessments of every nature whatsoever, which have been or may be levied against the Premises.

ALSO, the Grantee, and for its successors and assigns, by acceptance of this deed, hereby release and forever discharge the Grantor, its successors and assigns, from any and all present or future obligations of the Grantor, its successors and assigns, including but not limited to the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situated on the Premises herein conveyed.

ALSO, the Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Premises whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record.

ALSO, the Grantee further understands that railroad Premises may be subject to reversion on abandonment of use for railroad purposes; that Grantor's quitclaim deed conveys only whatever interests it may have in the Premises, if any; and that the deed does not necessarily convey fee title or give Grantee ownership of the Premises as against the claims of anyone other than Grantor.

Grantee has been allowed to make a complete visual inspection of the Premises and has knowledge as to the past use of the Premises. Based upon this inspection and knowledge, Grantee is aware of the conditions of the Premises and **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PREMISES IN AN "AS-IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PREMISES**, including the physical condition of the Premises and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the Premises, the condition or existence of any above ground structures or improvements in, on or under the Premises, the condition of title to the Premises, and the leases, easement or other agreement affecting the Premises. Grantee assumes the risk that hazardous substances and contaminants may be present on the Premises, and indemnifies, holds harmless and hereby, waives releases and discharges forever Grantor from any and all presents of future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, arising from or in any way related to the condition of the Premises or presence of any hazardous substances or contaminants in, or under the Premises. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other action requested or required by any governmental agency concerning any hazardous substances or contaminants on the Premises.

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 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 Premises, 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 21st day of May, 2015.

BNSF RAILWAY COMPANY,
a Delaware corporation

By: [Signature]
Kurt Geringer
Its: General Director Real Estate



ATTEST:

By: [Signature]
Tammy K. Herndon
Its: Assistant Secretary

STATE OF TEXAS

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§ ss.
§

COUNTY OF TARRANT

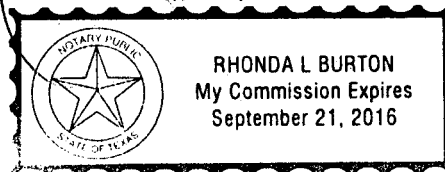
On this 21st day of May, 2015, before me, the undersigned, a Notary Public in and for said County, personally came Kurt Geringer and Tammy K. Herndon, of **BNSF RAILWAY COMPANY**, a Delaware corporation, to me personally known to be the General Director Real Estate and Assistant Secretary, respectively, 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.

[Signature]
Notary Public

My commission expires: 9/21/2016

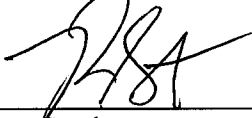
This instrument was drafted by:
BNSF Railway Company
LAW Department
2500 Lou Menk Drive, AOB 3
Fort Worth, Texas 76131-2830



C

ACCEPTED:

R.E.D. INVESTMENTS, LLC,
a Nebraska limited liability company

By: 
Ryan Steele
Its: Member/Owner

STATE OF NEBRASKA

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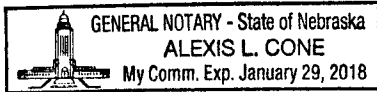
§ ss.

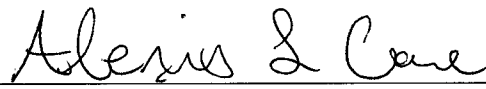
COUNTY OF SARPY

§

On this 22 day of May, 2015, before me, the undersigned, a Notary Public in and for said County, personally came Ryan Steele of **R.E.D. INVESTMENTS, L.L.C., a Nebraska limited liability company**, to me personally known to be the Member/Owner, and is the identical person whose name is affixed to the above conveyance, and acknowledged the acceptance thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said limited liability company by its authority.

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




Notary Public

My commission expires: 01-29-2018

Send Tax Bills To:

R.E.D. INVESTMENTS, LLC
13951 Valley Ridge Drive
Omaha, NE 68138

RJR

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the BNSF Railway Company's (formerly Chicago, Burlington & Quincy Railroad Company) 150.0 foot wide Yutan to Gretna, Nebraska Branch Line right of way, now discontinued, being 100.0 feet wide on the Northerly side and 50.0 feet on the Southerly side of said Railway Company's Main Track centerline, as originally located and constructed upon, over and across the W½NW¼ of Section 20, Township 14 North, Range 11 East, 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the Northwesterly corner of Lot 1, PINTAIL, a subdivision recorded on March 13, 2012 as Instrument Number 2012-07571, records of said county, said corner being the intersection of the Southerly line of said 150.0 foot wide right of way with the East line of 192nd Street; thence Easterly, along the Northerly boundary of said Lot 1, being the Southerly line of said 150.0 foot wide right of way, an arc distance of 1030.24 feet to the Easterly corner of said Lot 1; thence Northerly, along a line radial to said Southerly right of way line, 150.0 feet to the Northerly line of said 150.0 foot wide right of way; thence Westerly, along said Northerly right of way line to said East line of 192nd Street; thence Southerly, along said East line of 192nd Street, 152 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM, that portion of said hereinabove described tract lying Southeasterly of a line parallel with and 100.0 feet normally distant Northwesterly from the centerline of that certain track designated in the records of said BNSF Railway Company as the Nebraska Division, Omaha Subdivision Main Track, which extends from Oreapolis to Ashland, Nebraska.

APPROVED DESCRIPTION	KRH
APPROVED FORM	Rlee
APPROVED	AKW