



BK 2187 PG 256-264



DEED 2001 09983

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Stamp Tax  
7-31-01  
Date  
EXD-86  
M

RICHARD M. TAKLE  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.

2001 JUL 31 PM 4:02

RECEIVED

Deed 5/50  
EE FB 23-80000  
BKR C/O Y COMP 2/2  
DEL SCAN Cl 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 CITY OF OMAHA, a Nebraska municipal corporation, of 1819 Farnam Street, Omaha, Nebraska 68183, 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", being more particularly described on EXHIBIT "A" attached hereto and by this reference made a part hereof.

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

Box 35  
C99-60047 ✓ 242494

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 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.

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 9<sup>th</sup> day of March, 2001.

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY

*D. P. Schneider*  
GENERAL DIRECTOR REAL ESTATE

By: \_\_\_\_\_

D. P. Schneider

Its: General Director Real Estate

ATTEST:



By: *Patricia Zbichorski*

Patricia Zbichorski

Its: Assistant Secretary

ACCEPTED:

CITY OF OMAHA

By: *Hal Daub*  
Name: Hal Daub  
Its: Mayor

ATTEST:

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

By: *Buster Brown*  
Name: BUSTER BROWN  
Its: CITY CLERK

APPROVED AS TO FORM:

*[Signature]* 3/15/01  
ASSISTANT CITY ATTORNEY

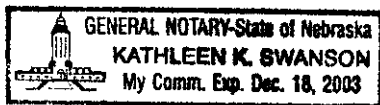
STATE OF NEBRASKA

§  
§ ss.  
§

COUNTY OF DOUGLAS

On this 29<sup>th</sup> day of March, 2001, before me, the undersigned, a Notary Public in and for said County, personally came HAL DAUB and BUSTER BROWN of CITY OF OMAHA, a Nebraska municipal corporation, to me personally known to be the MAJOR and CITY CLERK, respectively, and are the identical persons whose names are affixed to the above conveyance, and acknowledged the acceptance 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 \_\_\_\_\_ in said county the day and year last above written.



*Kathleen K. Swanson*  
Notary Public

My commission expires: 12-18-2003

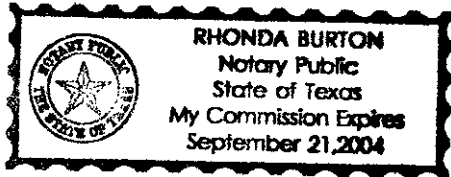
STATE OF TEXAS

§  
§ ss.  
§

COUNTY OF TARRANT

On this 9<sup>th</sup> day of March, 2001, 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.



Rhonda Burton  
Notary Public  
My commission expires: 9/21/2004

**FORM APPROVED BY LAW**

## EXHIBIT "A"

### PARCEL A

A tract of land located in part of Lots 3, 4, 5, 7 and 8, Block 63, Original City of Omaha; and also together with part of a vacated alley located in said Block 63, Original City of Omaha; and also together with part of vacated 10th Street; all located in the NE 1/4 of Section 22, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Lot 8, Block 63, Original City of Omaha, said point also being the point of intersection of the North right-of-way line of Davenport Street and the West right-of-way line of 9th Street; thence S87°40'04"W (assumed bearing) along the South line of said Lot 8, Block 63, Original City of Omaha, said line also being said North right-of-way line of Davenport Street, a distance of 3.55 feet to a point on the Northeasterly right-of-way line of the Burlington Northern Railroad, said point also being on the Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company) said point also being the point of beginning; thence continuing S87°40'04"W along said South line of Lot 8, Block 63, Original City of Omaha, said line also being said North right-of-way line of Davenport Street, a distance of 44.04 feet to a point on the Southwesterly right-of-way line of said Burlington Northern Railroad; thence Northwesterly along said Southwesterly right-of-way line of the Burlington Northern Railroad on the following described courses; thence N50°17'32"W, a distance of 25.54 feet; thence N49°32'51"W, a distance of 90.71 feet; thence N49°25'42"W, a distance of 78.81 feet; thence N49°28'01"W, a distance of 29.40 feet; thence N51°47'01"W, a distance of 70.76 feet to a point on the West line of said Lot 4, Block 63, Original City of Omaha, said point also being on the East right-of-way line of said vacated 10th Street; thence N02°19'55"W along said East right-of-way line of vacated 10th Street, said line also being said West line of Lot 4, Block 63, Original City of Omaha, a distance of 0.39 feet; thence N54°58'56"W, a distance of 10.06 feet; thence N64°09'11"W, a distance of 47.65 feet to a point on the centerline of said vacated 10th Street; thence N02°19'55"W along said centerline of vacated 10th Street, a distance of 15.73 feet; thence N87°40'05"E, a distance of 50.00 feet to a point on said East right-of-way line of vacated 10th Street, said point also being on the West line of said Lot 3, Block 63, Original City of Omaha, said point also being on said Northeasterly right-of-way line of the Burlington Northern Railroad, said point also being on the Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company); thence Southeasterly along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company) on the following described courses; thence S49°26'06"E, a distance of 35.23 feet; thence S49°29'57"E, a distance of 98.18 feet; thence S49°28'01"E, a distance of 48.04 feet; thence S49°10'14"E, a distance of 91.25 feet; thence S50°04'49"E, a distance of 85.16 feet to the point of beginning.

Said tract of land contains an area of 11,344 square feet or 0.260 acres, more or less.

## PARCEL B

A tract of land located in part of Lots 3, 4, 6, 7 and 8, Block C, Original City of Omaha; located in the NW 1/4 of Section 23 Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of 9th Street and the South right-of-way line of Davenport Street, said point also being the Northwest corner of said Lot 4, Block C, Original City of Omaha, said point also being on the Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being the Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company); thence  $S48^{\circ}48'34''E$  (assumed bearing) along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 91.48 feet to a point on the East line of said Lot 4, Block C, Original City of Omaha, said point also being on the West line of said Lot 3, Block C, Original City of Omaha; thence  $N02^{\circ}26'46''W$  along said East line of Lot 4, Block C, Original City of Omaha, said line also being said West line of Lot 3, Block C, Original City of Omaha, said line also being said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 2.02 feet; thence  $S46^{\circ}17'18''E$  along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 82.44 feet to a point on the South line of said Lot 3, Block C, Original City of Omaha, said point also being on the North line of said Lot 6, Block C, Original City of Omaha; thence  $N87^{\circ}39'59''E$  along said South line of Lot 3, Block C, Original City of Omaha, said line also being said North line of Lot 6, Block C, Original City of Omaha, said line also being said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 9.23 feet to the Southeast corner of said Lot 3, Block C, Original City of Omaha, said point also being the Southwest corner of Lot 2, said Block C, Original City of Omaha, said point also being the Northwest corner of said Lot 7, Block C, Original City of Omaha, said point also being the Northeast corner of said Lot 6, Block C, Original City of Omaha; thence  $S02^{\circ}30'16''E$  along the East line of said Lot 6, Block C, Original City of Omaha, said line also being the West line of said Lot 7, Block C, Original City of Omaha, said line also being said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 10.00 feet to a point on said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company);

thence  $S43^{\circ}49'50''E$  along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 100.58 feet to a point on the East line of said Lot 7, Block C, Original City of Omaha, said point also being on the West line of said Lot 8, Block C, Original City of Omaha; thence  $S42^{\circ}17'43''E$  along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 45.65 feet to a point on the South line of said Lot 8, Block C, Original City of Omaha, said point also being on the North right-of-way line of Capitol Street; thence  $S87^{\circ}39'59''W$  along said North right-of-way line of Capitol Street, said line also being said South line of Lot 8, Block C, Original City of Omaha, and the South line of said Lot 7, Block C, Original City of Omaha, a distance of 50.18 feet to a point on the Southwesterly right-of-way line of said Burlington Northern Railroad; thence  $N37^{\circ}11'53''W$  along said Southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 79.86 feet to a point on the West line of said Lot 7, Block C, Original City of Omaha, said point also being on the East line of said Lot 6, Block C, Original City of Omaha; thence  $N02^{\circ}30'16''W$  along said West line of Lot 7, Block C, Original City of Omaha, said line also being said East line of Lot 6, Block C, Original City of Omaha, said line also being said Southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 0.90 feet; thence  $N43^{\circ}41'56''W$  along said Southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 71.82 feet to a point on the North line of said Lot 6, Block C, Original City of Omaha, said point also being said South line of Lot 3, Block C, Original City of Omaha; thence  $S87^{\circ}39'59''W$  along said North line of Lot 6, Block C, Original City of Omaha, said line also being said South line of Lot 3, Block C, Original City of Omaha, said line also being said Southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 19.03 feet to the Northwest corner of said Lot 6, Block C, Original City of Omaha, said point also being the Northeast corner of Lot 5, said Block C, Original City of Omaha, said point also being the Southeast corner of said Lot 4, Block C, Original City of Omaha, said point also being the Southwest corner of said Lot 3, Block C, Original City of Omaha; thence  $N02^{\circ}26'46''W$  along said East line of Lot 4, Block C, Original City of Omaha, said line also being said West line of Lot 3, Block C, Original City of Omaha, said line also being said Southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 19.50 feet; thence  $N48^{\circ}41'26''W$  along said Southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 91.76 feet to a point on the West line of said Lot 4, Block C, Original City of Omaha, said point also being on said East right-of-way line of 9th Street; thence  $N02^{\circ}20'48''W$  along said West line of Lot 4, Block C, Original City of Omaha, said line also being said East right-of-way line of 9th Street, a distance of 37.50 feet to the point of beginning.

Said tract of land contains an area of 9,314 square feet or 0.214 acres, more or less.



**PARCEL C**

A tract of land located in part of Lots 4, 5, and 6, Block 94, Original City of Omaha, all located in the NW 1/4 of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 6, Block 94, Original City of Omaha, said point also being the point of intersection of the North right-of-way line of Dodge Street and the East right-of-way line of 8th Street; thence N02°22'56"W (assumed bearing) along the West line of said Block 94, Original City of Omaha, said line being said East right-of-way line of 8th Street, a distance of 173.32 feet to a point on the Northeasterly right-of-way line of the Burlington Northern Railroad, said point also being on the Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company); thence S35°47'48"E along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 99.59 feet; thence S31°45'42"E along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 52.73 feet; thence S29°53'47"E along said Northeasterly right-of-way line of the Burlington Northern Railroad, said line also being said Southwesterly right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (now owned by the Union Pacific Railroad Company), a distance of 50.13 feet to a point on the South line of said Lot 6, Block 94, Original City of Omaha, said point also being on said North right-of-way line of Dodge Street; thence S87°44'20"W, along said South line of Lot 6, Block 94, Original City of Omaha, said line also being said North right-of-way line of Dodge Street, a distance of 103.87 feet to the point of beginning.

Said tract of land contains an area of 9,486 square feet or 0.218 acres, more or less.

#2000078.02 sw  
10/2/00

E & A CONSULTING GROUP, INC.  
12001 "Q" STREET  
OMAHA, NE 68137  
402 895-4700/402 895-3599 (fax)

APPROVED LEGAL	KFA
APPROVED FORM	Rhe
APPROVED	REN