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FILED
OTOE COUNTY, NE
FEE \$ 56.00

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ENTERED ✓
VERIFIED ✓
SCANNED ✓

NEBRASKA DOCUMENTARY
STAMP TAX
Date August 23, 2007
\$ 137.25 By RLD

James P. ...
REGISTER OF DEEDS

QUITCLAIM DEED

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, remise, 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 **SOUTHEAST NEBRASKA GRAIN COMPANY, LLC**, a Nebraska limited liability company, of 73522 632nd Avenue, Brock, Nebraska 68320, 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 (exclusive of any improvements, all of which are owned by Grantee or others), 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 Otoe, State of Nebraska, hereinafter called "Property", being more particularly described on **EXHIBIT "A"** attached hereto and by this reference made a part hereof.

Grantee covenants and agrees as follows:

- (a) 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 Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor does hereby reserve a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and

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Grantor's licensees, permittees and customers. Also, Grantor does hereby reserve a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property.

(b) Grantee's interest shall further be subject to, and Grantor does hereby specifically reserve, all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(d) Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. Grantee is willing to accept Grantor's interest in the Property, if any, on this basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to any portion of the Property. In light of Grantor's disclosure that it may not hold a fee interest in all or part of the Property, Grantee agrees to indemnify, defend and hold Grantor harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in any portion of the Property or claiming that Grantor did not have the right to transfer all or part of the Property to Grantee.

(e) Grantee has been allowed to make an inspection of the Property. **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 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, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing

structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the **"Condition of the Property"**). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor and Grantor's officers, directors, shareholders, employees and agents (collectively, **"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) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against Indemnitees 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 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 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 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.

The covenants and agreements set forth in paragraphs (a) through (e), 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 20th day of April, 2007.

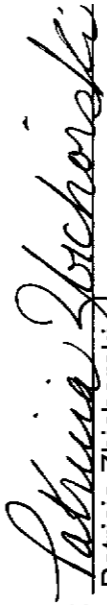
BNSF RAILWAY COMPANY

By: 
David P. Schneider

Its: General Director-Land Revenue
Management



ATTEST:

By: 
Patricia Zbichorski
Its: Assistant Secretary

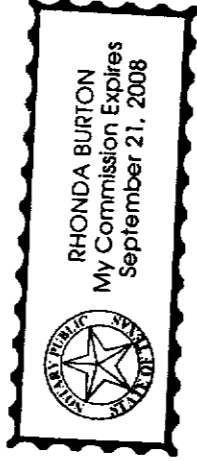
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STATE OF TEXAS
COUNTY OF TARRANT

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§ ss.
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On this 20th day of April, 2007, before me, the undersigned, a Notary Public in and for said County, personally came David P. Schneider and Patricia Zbichorski, of **BNSF RAILWAY COMPANY, a Delaware corporation**, to me personally known to be the General Director-Land Revenue Management 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: 9/21/2008

FORM APPROVED BY LAW

APPROVED LEGAL	<i>KPH</i>
APPROVED FORM	<i>RLEE</i>
APPROVED	<i>BEN</i>

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of BNSF Railway Company's (formerly Chicago, Burlington & Quincy Railroad Company) property at Nebraska City, Otoe County, Nebraska, described as follows:

Those portions of Lots 6, 7, 8, 9 and 10, Block 46 of South Nebraska City Addition to the City of Nebraska City lying Southeasterly of the Southeasterly boundary of that certain tract described 14th in deed dated October 1, 1998 from The Burlington Northern and Santa Fe Railway Company to Omaha Public Power District, said Southeasterly boundary being described in said deed as a line drawn parallel with and distant 15.0 feet Southeasterly, as measured at right angles from the centerline of said Railway Company's siding track; also,

Those portions of Lots 3, 4, and 5, Block 47 of South Nebraska City Addition to the City of Nebraska City lying Southeasterly of the Southeasterly boundary of that certain tract described 13th in deed dated October 1, 1998 from The Burlington Northern and Santa Fe Railway Company to Omaha Public Power District, said Southeasterly boundary being described in said deed as a line drawn parallel with and distant 15.0 feet Southeasterly, as measured at right angles from the centerline of said Railway Company's siding track; also,

Those portions of Lots 1, 2, 6, 7, 8 and 9, Block 47 of South Nebraska City Addition to the City of Nebraska City lying Northerly of the Union Pacific Railroad right of way; also,

Those portions of Lots 1, 2, 3, 4 and 5, Block 51 of South Nebraska City Addition to the City of Nebraska City lying Northerly of the Union Pacific Railroad right of way; also,

Those portions of Lots 1, 2, 3, 4, and 5, Block 52 of South Nebraska City Addition to the City of Nebraska City lying Southeasterly of the Southeasterly boundary of that certain tract described 16th in deed dated October 1, 1998 from The Burlington Northern and Santa Fe Railway Company to Omaha Public Power District, said Southeasterly boundary being described in said deed as a line drawn parallel with and distant 15.0 feet Southeasterly, as measured at right angles from the centerline of said Railway Company's Elevator Track (Track No. 62); also,

All of Lots 6 and 7, Block 52 of South Nebraska City Addition to the City of Nebraska City, together with those portions of Lots 8, 9 and 10 of said Block 52 lying Northerly of the Union Pacific Railroad right of way; also

Those portions of Lots 7, 8, 9 and 10, Block 53 of South Nebraska City Addition to the City of Nebraska City lying Southeasterly of the Southeasterly boundary of that certain tract described 17th in deed dated October 1, 1998 from The Burlington Northern and Santa Fe Railway Company to Omaha Public Power District, said Southeasterly boundary being described in said deed as a line drawn parallel with and distant 8.5 feet Southeasterly, as measured at right angles from the centerline of said Railway Company's Elevator Track (Track No. 62); also,

EXHIBIT "A" continued:

Those portions of Lots 1, 2, 3 and 4, Block 67 of South Nebraska City Addition to the City of Nebraska City, lying Southeasterly of the Southeasterly boundary of that certain tract described 18th in deed dated October 1, 1998 from The Burlington Northern and Santa Fe Railway Company to Omaha Public Power District, said Southeasterly boundary being described in said deed as a line drawn parallel with and distant 8.5 feet Southeasterly, as measured at right angles from the centerline of said Railway Company's Elevator Track (Track No. 62); also,

All of Lots 4 and 5, Block 68 of South Nebraska City Addition to the City of Nebraska City, together with those portions of Lots 1, 2 and 3 of said Block 68 lying Northerly of the Union Pacific Railroad right of way;

Together with all right, title and interest, if any to those portions of 6th Corso, 7th Corso, 8th Corso, South 3rd Street, South 4th Street, South 5th Street, South 6th Street, South 7th Street and the alleys in said Blocks 46, 47, 51, 52, 68, and 67 of South Nebraska City Addition to the City of Nebraska City, all of which portions are adjacent to and abutting upon the above described parcels and attached thereto by operation of law.