
**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

RETURN TO: _____

2nd pg

CHECK NUMBER

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Greater Omaha Packing Co., Inc.
3001 "L" Street
Omaha, Nebraska 68107

(Space Above For Recorder's Use Only)

3055-00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **GREATER OMAHA PACKING CO., INC.**, a Nebraska corporation, whose post office address is 3001 "L" Street, Omaha, Nebraska 68107 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situated in Douglas County, State of Nebraska, more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions, which Grantee by the acceptance of this Quitclaim Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Fence. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Quitclaim Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the trackside boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in

compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President – Real Estate (Folder No. 3055-00)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

(b) Railroad Proximity.

(i) Grantee acknowledges that the property abutting the Westerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

(c) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels,

boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(d) Environmental.

(i) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(ii) Release and Indemnity. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF

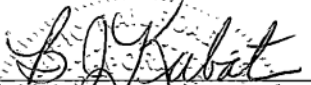
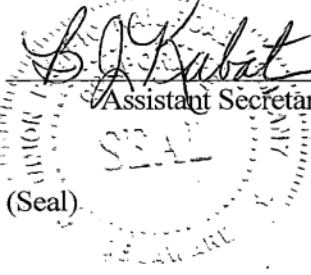
GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

(e) Covenants to Run with Land. The foregoing covenants, conditions, and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions, and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed the 25th day of September, 2017.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Attest:

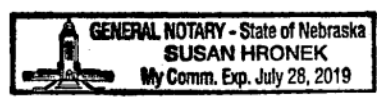

Assistant Secretary

(Seal)

By: Tony K Love
Name: TONY K. LOVE
Title: Assistant Vice President - Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On September 25 2017, before me, Susan Hronek, Notary Public in and for said County and State, personally appeared Tony K Love and BJ Kubat, who are the Assistant Vice President - Real Estate and the Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.




Susan Hronek
Notary Public

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 26th day of SEPTEMBER, 2017.

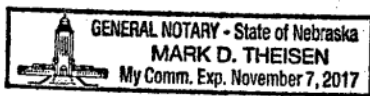
GREATER OMAHA PACKING CO., INC.,
a Nebraska corporation

By: 
Its: PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On Sept. 26th, 2017, before me, MARK THEISEN,
Notary Public in and for said County and State, personally appeared
HENRY DAVIS, PRESIDENT of GREATER
OMAHA PACKING CO., INC., a Nebraska corporation, and who is personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in
the within instrument, and acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf of which
the persons acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE THE 66 FEET WIDE VACATED RAILROAD AVENUE, LOCATED IN PART OF THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 4, FIRST ADDITION TO SOUTH OMAHA, A SUBDIVISION LOCATED IN SAID SECTION 4, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID VACATED RAILROAD AVENUE, AND ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2016003392; THENCE S87°23'55"W ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2016003392, A DISTANCE OF 16.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2016003392, SAID POINT BEING 99.50 FEET EAST OF THE CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S14°32'09"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2016003392, SAID LINE BEING 99.50 FEET EAST OF AND PARALLEL WITH SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, A DISTANCE OF 305.85 FEET; THENCE S87°24'35"W ALONG SAID WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2016003392, A DISTANCE OF 16.87 FEET TO A POINT BEING 83.00 FEET EAST OF SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING ON THE CENTERLINE OF SAID VACATED RAILROAD AVENUE; THENCE S14°32'09"E ALONG SAID WESTERLY LINE OF THE TRACT OF LAND DESCRIBED IN INSTRUMENT NO. 2016003392, SAID LINE BEING 83.00 FEET EAST OF AND PARALLEL WITH SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID LINE ALSO BEING SAID CENTERLINE OF VACATED RAILROAD AVENUE, A DISTANCE OF 190.26 FEET; THENCE S75°27'51"W, A DISTANCE OF 17.00 FEET TO A POINT BEING 66.00 FEET EAST OF SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N14°32'09"W ALONG A LINE 66.00 EAST OF AND PARALLEL WITH SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, A DISTANCE OF 292.80 FEET; THENCE N75°27'51"E, A DISTANCE OF 6.50 FEET TO A POINT BEING 72.50 EAST OF SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N14°32'09"W ALONG A LINE BEING 72.50 FEET EAST OF AND PARALLEL WITH SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, A DISTANCE OF 280.71 FEET; THENCE N75°27'51"E, A DISTANCE OF 10.50 FEET TO A POINT BEING 83.00 FEET EAST OF SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING ON SAID CENTERLINE OF VACATED RAILROAD AVENUE; THENCE S14°32'09"E ALONG SAID CENTERLINE OF VACATED RAILROAD AVENUE, SAID LINE BEING 83.00 FEET EAST OF AND PARALLEL WITH SAID CENTERLINE OF THE 100 FOOT WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY, A DISTANCE OF 77.41 FEET; THENCE N87°23'55"E, A DISTANCE OF 16.86 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 12,973 SQUARE FEET OR 0.298 ACRES, MORE OR LESS.

LD0305500