

**\$35.50**

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INST. NO 98

REGISTER OF DEEDS

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NEBRASKA DOCUMENTARY  
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**WHEN RECORDED MAIL TO:**

*mail*  
William D. Sapp  
Lucille M. Sapp  
102 Noble Drive  
Ashland, Nebraska 68003

**RECORDED AT THE REQUEST OF:**

**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 2650 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 **WILLIAM D. SAPP and LUCILLE M. SAPP**, of 102 Noble Drive, Ashland, Nebraska 68003, collectively, hereinafter called "Grantee", and to their heirs, 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 thereon), 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 Lancaster, State of Nebraska, hereinafter called "Property", more particularly described as follows:

Lot 129 Irregular Tracts of Section 4, Township 10 North, Range 7 East of the 6th P. M., Lancaster County, Nebraska, being the same property described in Quitclaim Deed from Trillium Corporation to Burlington Northern Railroad Company filed for record April 16, 1993 as Instrument No. 9314621 in and for said County, described as follows, to-wit:

Beginning at the intersection of a line drawn parallel with and distant 50.0 feet Westerly of, as measured at right angles to, The Burlington Northern and Santa Fe Railway Company's (formerly Chicago, Burlington & Quincy Railroad Company's) Track No. 98 centerline, as now located and constructed, and the Southeasterly right of way line of U. S. Highway No. 6, as now located and constructed; thence Southeasterly, Southerly and Southwesterly parallel with said Track No. 98 centerline to the intersection with a line drawn parallel with and

X

distant 275.0 feet Northeasterly of, as measured at right angles to the Northeasterly line of Lot 108 Irregular Tract in the SW¼ of said Section 4; thence Northwesterly along said parallel line a distance of 330.0 feet; thence Southwesterly at right angles to the last described course a distance of 173.5 feet; thence Northwesterly at right angles to the last described course to the intersection with said Southeasterly right of way line of U. S. Highway No. 6; thence Northeasterly along said Southeasterly right of way line to the Point of Beginning.

**EXCEPTING AND RESERVING**, unto Grantor, its successors and assigns, all of the 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 herein conveyed, 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 herein conveyed, together with the right of access at all times to exercise said rights.

**ALSO RESERVING**, unto said Grantor, its successors and assigns, and any designees, a forty (40) foot wide non-exclusive roadway easement for drainage, roadway and utilities upon, over and across that portion of the hereinabove described Property as shown on the attached Exhibit "A" and by this reference made a part hereof, together with all appurtenant fixtures necessary in connection therewith, whether in the present form and location or in such form and location as may hereafter be substituted therefor, together with the right, privilege and easement of ingress and egress by the Grantor, its successors and assigns, and any designees, together with the Grantee, to and from adjacent property of the Grantor, to said Property for the purpose of constructing, maintaining, replacing, repairing, renewing and removing the same. To have and to hold said easement for so long as same shall be used or required for such purposes and until all such facilities are removed from said Property with the intent to abandon said easement.

**ALSO RESERVING**, however, unto said Grantor, its successors and assigns, the right privilege and easement to maintain an unobstructed sight zone or area over that portion of the Property described as a fifty (50') foot strip along Cornhusker Highway as shown on the attached Exhibit "A" and by this reference made a part hereof, including the right to remove any or all obstructions thereon that would interfere with the view between the railroad tracks and right of way of Grantor in the vicinity of said premises and any pedestrian or vehicular traffic on the roads or passageways approaching said railroad tracks or right of way, and the Grantee covenants and agrees to keep said area free of all buildings, structures, trees, shrubbery, fences or any other obstructions that will interfere in any way whatsoever with the view across said area, which covenant shall run with the land.

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 IN 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 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 agrees, at Grantee's costs and expense, to construct, reconstruct, renew, maintain and operate, upon said Property to be conveyed hereby, such sewer line, ditches, culverts or flood

plains as may be required so that water discharged from the Property to be conveyed hereby, whether created by nature or Grantee's operation of said Property, does not flow onto the land and trackage retained by Grantor located adjacent to said Property, or from said Property, so that said water does not flow toward Grantor's trackage. If Grantee shall fail to construct, maintain or repair such drainage facilities, Grantor shall have the right to enter upon said Property to construct, maintain or repair such drainage facilities, and Grantee hereby agrees to pay to Grantor the costs of such construction, maintenance or repair within ten (10) days of receipt of bills. This covenant shall be binding upon Grantee, its successors and assigns. This covenant shall run with the land.

Within sixty (60) days after the date of this conveyance, Grantee shall, at its sole cost and expense, construct a protective chainlink type fence and gates a minimum of three (3') feet in height upon, over and across the track side portion of the hereinabove described Property as shown on the attached Exhibit "A" and by this reference made a part hereof. Grantee shall thereafter repair, maintain and renew said fence and gates, so as to keep same in good repair at the sole cost of the Grantee. If fence and gates are not constructed within this time frame, Grantor may construct said fence and gates at the sole cost of Grantee and Grantee shall pay Grantor all associated costs within ten (10) days of receipt of bills.

**TO HAVE AND TO HOLD** the Property unto the said Grantee, their heirs, 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 30<sup>th</sup> day of October, 1998.

**THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY**

By: D. P. Schneider  
D. P. Schneider  
Its: General Director Real Estate

**ATTEST:**



By: Margaret R. Aclin  
Margaret R. Aclin  
Its: Assistant Secretary

ACCEPTED:

By: William D Sapp  
WILLIAM D. SAPP

By: Lucille M Sapp  
LUCILLE M. SAPP

STATE OF NEBRASKA

§  
§ ss.  
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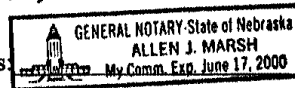
COUNTY OF SARPY

On this 11 day of November, 1998, before me, a Notary Public in and for said County, personally came the above named **WILLIAM D. SAPP and LUCILLE M. SAPP**, personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and official seal at OMAHA, in said County, the date aforesaid.

Allen J. Marsh  
Notary Public

My commission expires



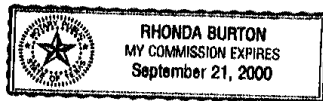
STATE OF TEXAS

§  
§ ss.  
§

COUNTY OF TARRANT

On this 30<sup>th</sup> day of October, 1998, before me, the undersigned, a Notary Public in and for said County, personally came D. P. Schneider and Margaret R. Aclin, 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

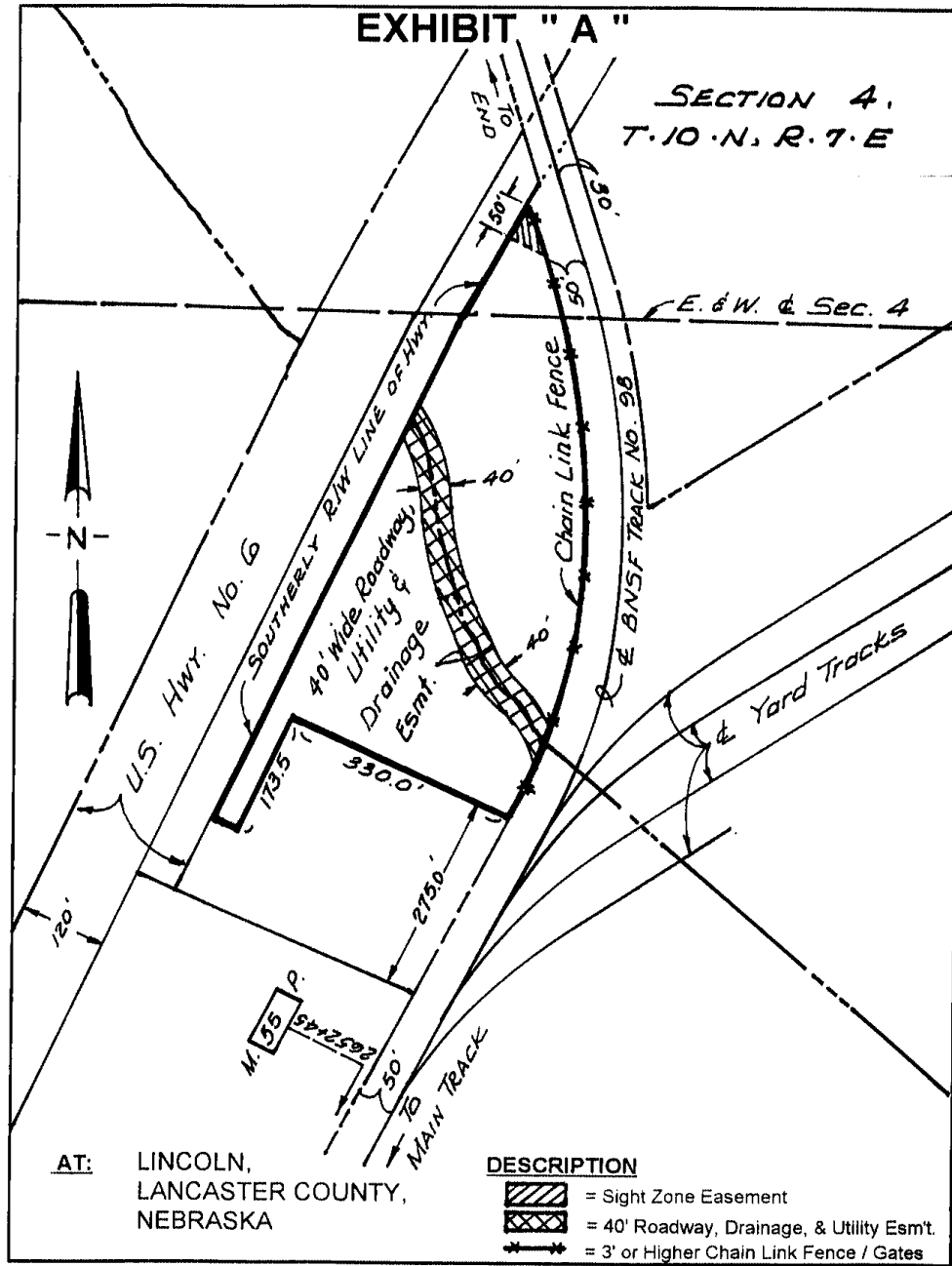
My commission expires: 9/21/2000

**FORM APPROVED BY LAW**

APPROVED LEGAL	KKH
APPROVED FORM	Rue
APPROVED	REW




# EXHIBIT "A"

SECTION 4,  
T.10.N., R.7.E



AT: LINCOLN,  
LANCASTER COUNTY,  
NEBRASKA

## DESCRIPTION

-  = Sight Zone Easement
-  = 40' Roadway, Drainage, & Utility Esm't.
-  = 3' or Higher Chain Link Fence / Gates