



DEED 2005105898



AUG 26 2005 12:30 P 5

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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/26/2005 12:30:08.46



2005105898

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, 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 **RENNY GRIGAITIS AND JOHN ANSON** of 13119 Jefferson Circle, Omaha, Nebraska 68137, hereinafter collectively 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, 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", more particularly described as follows:

A parcel of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 14 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, described as follows, to-wit:

Commencing at the southwest corner of the NE $\frac{1}{4}$ of said Section 12; thence North 00° 01' 06" East (assumed bearing) along the West line of said NE $\frac{1}{4}$ a distance of 457.31 feet to BNSF Railway Company's northerly property line; thence South 87° 02' 00" East along said northerly property line a distance of 2,297.31 feet to a point on the northerly right of way line of 60th Street, as now established, said point being the most easterly corner of that certain strip of land described in Quitclaim Deed dated January 7, 2000 from The Burlington Northern and Santa Fe Railway Company to South 60TH L.L.C., said point being on a curve concave southeasterly, to which a radial line bears North 02° 58' 00" East 193.00 feet, said point being the True Point of Beginning of the parcel of land being described;

*Mail To Renny Grigaitis
13119 Jefferson Cir Omaha NE 68137* *✓ 1084*

thence southwesterly along said curve, through a central angle of 77° 07' 36", an arc distance of 259.80 feet; thence South 87° 02' 00" East, along a line drawn parallel with and 50.00 feet normally distant northerly from said Railway Company's Main Track centerline a distance of 535 feet, more or less, to the East line of said Section 12; thence North along said East line 150 feet, more or less, to said Railway Company's northerly property line; thence Northwesterly along said northerly property line to the True Point of Beginning.

The obligations in this Section shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and Grantor's successors and assigns.

(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 shall have 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 Grantor's licensees, permittees and customers. Grantor shall have 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 be subject to a reservation to Grantor of 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.

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, licensees, 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 provisions of this Section shall be binding on Grantee, and its heirs, successors and assigns, and shall be covenants running with the land.

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 5th day of August, 2005.

BNSF RAILWAY COMPANY

By: David P. Schneider
David P. Schneider
Its: General Director-Land Revenue Management

ATTEST:



By: Patricia Zbichorski
Patricia Zbichorski
Its: Assistant Secretary

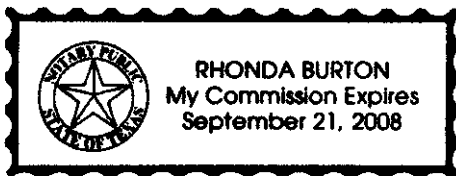
STATE OF TEXAS

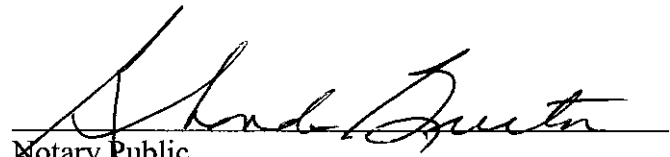
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COUNTY OF TARRANT



On this 5th day of August, 2005, 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.




Notary Public
My commission expires: 9/21/2008

FORM APPROVED BY LAW

APPROVED LEGAL	
APPROVED FORM	
APPROVED	