



City of Grand Island

Tuesday, January 10, 2012

Council Session

Item F2

**#9356 - Consideration of Conveyance of City Property and
Temporary Construction Easements to Burlington Northern Santa
Fe Railroad for Double Track Project**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: January 10, 2012

Subject: Conveyance of Real Estate and the Granting of Easements for the BNSF Second Track Project

Item #'s: F-2

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In 1993, Burlington Northern Railroad completed an elevated rail overpass to eliminate traffic conflicts caused by an at-grade crossing with the Union Pacific Railroad. In April, 2011 the City of Grand Island (City) was advised by BNSF Railway (BNSF) it was proceeding with a project to widen this overpass to a double track to alleviate traffic congestion as a result of multiple tracks reducing to a single track through Grand Island. As a result of this, multiple electrical, water, and sewer utility crossings by the City across BNSF right-of-way will need to be modified to accommodate the track improvement project. These modifications include either relocating utilities or encasement of the utilities to current railroad crossing standards. To accomplish this, BNSF needs to acquire portions of Utilities Department properties adjoining BNSF property south of the JBS facility and at the Burdick Station.

On November 29, 2011 this project was the subject of a City Council Study Session. On December 6, 2011 the Grand Island City Council (Council) unanimously voted to approve the proposed Master Utility Relocation Agreement (Agreement) between the City and BNSF.

Discussion

Pursuant to paragraph 2f and Exhibit D of the Agreement, the City is obligated to convey six parcels of real estate it owns to BNSF. Because Neb. Rev. Stat. §16-202 grants the public the right to remonstrance within thirty days of the passage and publication of any sale of publicly owned real estate, BNSF will not take title to the real estate unless the Council approves and until the expiration of the remonstrance period. To allow BNSF to

begin work on the property in the meantime, the Agreement obligates the City to grant temporary construction easements for the parcels.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve.
2. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve Ordinance No. 9356 and authorize the Mayor to execute the six Warranty Deeds and six Temporary Construction Easements

Sample Motion

Move to approve Ordinance No. 9356 and authorize the Mayor to execute the six Warranty Deeds and six Temporary Construction Easements.

WARRANTY DEED

The City of Grand Island, a(n) Nebraska Municipal Corporation ("**GRANTOR**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by BNSF RAILWAY COMPANY, a Delaware corporation ("**GRANTEE**"), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on Exhibit "A" hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto, and all of Seller's rights and interest, if any, in and to all easements and alleys, highways, or streets in, on, across or adjoining the Land (herein collectively called the "**Property**").

This Deed is executed by GRANTOR and accepted by GRANTEE subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on Exhibit "B" hereto (herein called the "**Permitted Encumbrances**"). GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the Land.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, its legal representatives, successors, and assigns forever; and GRANTOR does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto GRANTEE, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF as of the ____ day of _____, 20__.

GRANTOR:

The City of Grand Island

By: _____
Name: Jay Vavricek
Title: Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Jay Vavricek, Mayor of The City of Grand Island a(n) Nebraska Municipal Corporation, on behalf of said Municipal Corporation..

WITNESS my hand and notarial seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Deed Exhibits:

Exhibit A: Legal Description
Exhibit B: Permitted Encumbrances

LEGAL DESCRIPTION – EXHIBIT A (Parcel 4)

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4) of Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the East Quarter corner of said Section One (1); thence on an assumed bearing of South 88° 55' 30" West, a distance of thirty nine and eighty hundredths (39.80) feet to a point on the westerly Right-of-Way line of North Webb Road; thence South 01° 23' 00" East along said Right-of-Way line, a distance of eighty seven and thirty hundredths (87.30) feet to the Point of Beginning; thence South 01°23'00" East, a distance of fifty two and twenty five hundredths (52.25) feet to a point on the northerly Right-of-Way line of the BNSF Railroad; thence North 74°58'20" West along said BNSF Railroad Right-of-Way line, a distance of five hundred seven and seventy hundredths (507.70) feet; thence North 89°04'30" East, a distance of one hundred eighty two and eight hundredths (182.08) feet; thence South 74°59'10" East, a distance of three hundred seventeen and eighty eight hundredths (317.88) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.48 acres more or less.

EXCEPTIONS

Terms and conditions of Power and Line Lease granted to the Grand Island Electric Company, recorded June 11, 1915 in Book N, Page 138; assigned to the City of Grand Island by Assignment or Rights-of-Way, recorded August 19, 1970 in Book 20, Page 715, records of Hall County, Nebraska.

Reserving a right-of-way and easement for public streets and public utilities along Webb Road, being more particularly described as: the easterly fifty (50) feet of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4), Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF GRAND ISLAND, NEBRASKA, referred to hereinafter as "**Grantor**", for Ten and No/100 Dollars (\$10.00) to it paid by **BNSF RAILWAY COMPANY**, a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, the "**Grantee**", and for the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell, and convey unto the Grantee and its employees, officers, affiliates, contractors, agents and/or assigns (the "**BNSF Parties**"), subject to the terms and conditions hereinafter set forth, an exclusive **TEMPORARY CONSTRUCTION EASEMENT** (the "**Temporary Construction Easement**") for the construction and installation of that certain "double track" expansion of railroad tracks and related equipment and facilities (collectively, the "**Double Track Facilities**") in, on, over, under, and through those certain premises (the "**Easement Area**"), situated in Hall County, Nebraska, to-wit:

See **Exhibit "A"**, attached hereto and made a part hereof, for the description of the Easement Area.

The foregoing Temporary Construction Easement is made subject to and upon the following express conditions:

1. The Grantor on behalf of itself, its successors, and assigns hereby agrees that, as of the Commencement Date (defined below), Grantee and the BNSF Parties shall enjoy the Temporary Construction Easement in, on, over, under, and through the Easement Area and may use the Easement Area in any way they see fit in order to construct the Double Track Facilities and all related equipment, facilities, structures, and/or infrastructure deemed necessary or beneficial by Grantee and/or the BNSF Parties.
2. The Temporary Construction Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of Grantor, Grantee, and the BNSF Parties.
3. The Temporary Construction Easement shall be exclusive in favor of Grantee and the BNSF Parties. Grantor shall not occupy, undertake any work on, or interfere with Grantee's and/or the BNSF Parties' use of the Easement Area. Further, Grantor shall use its best reasonable efforts to ensure that third parties do not interfere with use of the Easement Area by Grantee and/or the BNSF Parties.
4. In connection with the Temporary Construction Easement, Grantee and/or the BNSF Parties shall have the right, but not the obligation, to remove all trees, brush, and other vegetation from the above-described Easement Area and to reconfigure the Easement Area in any way they deem necessary or beneficial.

The Temporary Construction Easement shall commence in favor of Grantee and the BNSF Parties on **January 10, 2012** (the "**Commencement Date**"), and shall continue in full effect until its termination upon the earlier of (i) July 1, 2014, (ii) completion of the Double Track Facilities by Grantee and/or the BNSF Parties (with completion of the Double Track Facilities to be signified by Grantee's delivery of written notification of completion to Grantor), or (iii) Grantee's acquisition of fee simple title to the Easement Area from Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee and the BNSF Parties for their use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

EXECUTED to be effective as of the 10th day of January, 2012.

GRANTOR:

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: Jay Vavricek
Title: Mayor

THE STATE OF NEBRASKA §
 §
COUNTY OF HALL §

This instrument was acknowledged before me on the _____ day of _____, 2012, as the voluntary act of the person known by me to be Jay Vavricek, the Mayor of the City of Grand Island, Nebraska, on behalf of and with the full authority of the City of Grand Island, Nebraska.

Notary Public, State of Nebraska

Notary's Typed or Printed Name

My Commission Expires: _____

EXHIBIT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT INSTRUMENT FROM
THE CITY OF GRAND ISLAND, NEBRASKA, TO BNSF AND THE BNSF PARTIES

Legal Description of the Easement Area

(Parcel 4)

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4) of Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the East Quarter corner of said Section One (1); thence on an assumed bearing of South 88° 55' 30" West, a distance of thirty nine and eighty hundredths (39.80) feet to a point on the westerly Right-of-Way line of North Webb Road; thence South 01° 23' 00" East along said Right-of-Way line, a distance of eighty seven and thirty hundredths (87.30) feet to the Point of Beginning; thence South 01°23'00" East, a distance of fifty two and twenty five hundredths (52.25) feet to a point on the northerly Right-of-Way line of the BNSF Railroad; thence North 74°58'20" West along said BNSF Railroad Right-of-Way line, a distance of five hundred seven and seventy hundredths (507.70) feet; thence North 89°04'30" East, a distance of one hundred eighty two and eight hundredths (182.08) feet; thence South 74°59'10" East, a distance of three hundred seventeen and eighty eight hundredths (317.88) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.48 acres more or less.

1	VICINITY MAP
C10	NO SCALE



LEGAL DEPOSIT

is now a part of the *Journal of the American Academy of Child and Adolescent Psychiatry*.
 Turnback 11 years. Please let us know if you will. Our subscription service is now only
 available to you.

David H. Epstein and Richard A. Swenson are senior research associates of the Center for the Study of the History of the University of California, Berkeley. Dr. Epstein is also a senior research associate of the Center for the Study of the History of the University of California, Berkeley. Dr. Swenson is a senior research associate of the Center for the Study of the History of the University of California, Berkeley.

PHILIP M. JONES

The authors have no potential sources of funding, and no financial or other relationships that could be construed as a conflict of interest.

APPROVED
By: Susan W. N. et al 2-21 pm, Dec 13, 2017

2000-2001

2. The following is a list of new members:

6210250 J. D. SODERHOLM, C. J. FROST, AND J. H. KIM

- 4.50 *Journal of Interpersonal Violence* 17(10):1205-1216

DOI: 10.1002/eqe.2107

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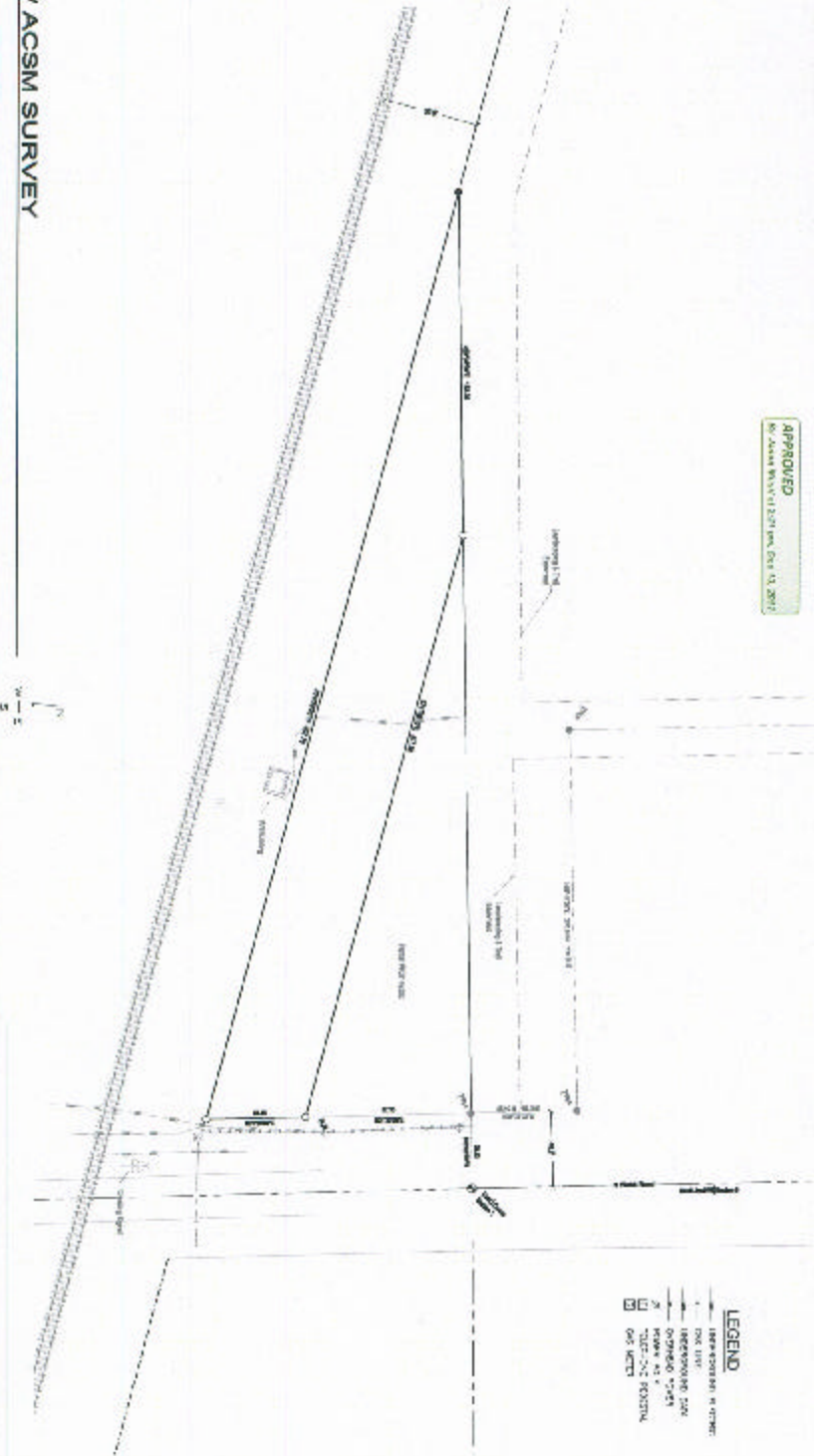
Endorse me _____

© 2000 Blackwell Science Ltd

Location: _____

LEGEND

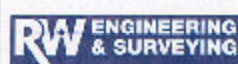
- ☐ 1867-0203 (B) N 47790
TAC 1157
☐ 1867-0204 (B) N 47791
OCTHED 7267
☐ 1867-0205 (B) N 47792
POTEN AS +
TACT-26 POSITIVE
☒ GAS METEY

ALTA / ACSM SURVEY
C-10 SCALE: 1:500
$$\frac{1}{2} \rightarrow \frac{1}{2}$$

BNSF Right of Way
Acquisition
Hall County, Nebraska

AUTUMN
SURVEY
PARCEL 4

C1.0



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WARRANTY DEED

The City of Grand Island, a(n) Nebraska Municipal Corporation ("**GRANTOR**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by BNSF RAILWAY COMPANY, a Delaware corporation ("**GRANTEE**"), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on Exhibit "A" hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto, and all of Seller's rights and interest, if any, in and to all easements and alleys, highways, or streets in, on, across or adjoining the Land (herein collectively called the "**Property**").

This Deed is executed by GRANTOR and accepted by GRANTEE subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on Exhibit "B" hereto (herein called the "**Permitted Encumbrances**"). GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the Land.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, its legal representatives, successors, and assigns forever; and GRANTOR does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto GRANTEE, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF as of the ____ day of _____, 20__.

GRANTOR:

The City of Grand Island

By: _____

Name: Jay Vavricek

Title: Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

This instrument was acknowledged before me on the _____ day of _____, 20____, by Jay Vavricek, Mayor of The City of Grand Island a(n) Nebraska Municipal Corporation, on behalf of said Municipal Corporation..

WITNESS my hand and notarial seal on this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Deed Exhibits:

Exhibit A: Legal Description
Exhibit B: Permitted Encumbrances

LEGAL DESCRIPTION – EXHIBIT A (Parcel 6)

A tract of land located in Lots 76, 99, 100, and 101, Industrial Addition to the City of Grand Island, Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the West Quarter corner of said Section Fourteen (14); thence on an assumed bearing of South 00° 58' 50" East along the West line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4), a distance of seven hundred eighty five and sixty five hundredths (785.65) feet to a point on the southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning; thence South 63° 06' 00" East along the existing southerly Right-of-Way line of the BNSF Railroad, a distance of thirty seven and thirty three hundredths (37.33) feet to the East Right-of-Way line of South Stuhr Road; thence South 63° 06' 00" East along the existing southerly Right-of-Way line of the BNSF Railroad, a distance of one thousand one hundred twenty three and fifty four hundredths (1,123.54) feet to a point on the South line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4) of said Section Fourteen (14); thence South 89° 31' 50" West continuing along said line a distance of fifty seven and sixty hundredths (57.60) feet; thence North 63° 06' 00" West, a distance of two hundred sixteen and sixty four hundredths (216.64) feet; thence North 26° 54' 00" East, a distance of three and fifty nine hundredths (3.59) feet; thence North 63° 06' 00" West, a distance of eight hundred forty three and sixty three hundredths (843.63) feet to a point on the easterly Right-of-Way line of South Stuhr Road; thence North 63° 06' 00" West a distance of thirty seven and thirty three hundredths (37.33) feet to a point on the West line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4) of said Section Fourteen (14); thence North 00° 58' 50" West along said section line, a distance of twenty five and ninety hundredths (25.90) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.61 acres more or less.

EXCEPTIONS

Terms and conditions of Ordinance No. 3934, approving the Plat of Industrial Addition, recorded January 21, 1963 in Book 11, Page 375; records of Hall County, Nebraska.

Easements and restrictions reserved and shown in the Plat and Dedication of Industrial Addition, recorded January 24, 1963 in Book 104, Page 545, records of Hall County, Nebraska.

Terms and conditions of Resolution No. 2000-347, recorded November 8, 2000 as Instrument No. 200009776; records of Hall County, Nebraska.

Reserving a right-of-way and easement for public streets and public utilities along Stuhr Road,

being more particularly described as: the westerly fifty (50) feet of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4), Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF GRAND ISLAND, NEBRASKA, referred to hereinafter as "**Grantor**", for Ten and No/100 Dollars (\$10.00) to it paid by **BNSF RAILWAY COMPANY**, a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, the "**Grantee**", and for the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell, and convey unto the Grantee and its employees, officers, affiliates, contractors, agents and/or assigns (the "**BNSF Parties**"), subject to the terms and conditions hereinafter set forth, an exclusive **TEMPORARY CONSTRUCTION EASEMENT** (the "**Temporary Construction Easement**") for the construction and installation of that certain "double track" expansion of railroad tracks and related equipment and facilities (collectively, the "**Double Track Facilities**") in, on, over, under, and through those certain premises (the "**Easement Area**"), situated in Hall County, Nebraska, to-wit:

See **Exhibit "A"**, attached hereto and made a part hereof, for the description of the Easement Area.

The foregoing Temporary Construction Easement is made subject to and upon the following express conditions:

1. The Grantor on behalf of itself, its successors, and assigns hereby agrees that, as of the Commencement Date (defined below), Grantee and the BNSF Parties shall enjoy the Temporary Construction Easement in, on, over, under, and through the Easement Area and may use the Easement Area in any way they see fit in order to construct the Double Track Facilities and all related equipment, facilities, structures, and/or infrastructure deemed necessary or beneficial by Grantee and/or the BNSF Parties.
2. The Temporary Construction Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of Grantor, Grantee, and the BNSF Parties.
3. The Temporary Construction Easement shall be exclusive in favor of Grantee and the BNSF Parties. Grantor shall not occupy, undertake any work on, or interfere with Grantee's and/or the BNSF Parties' use of the Easement Area. Further, Grantor shall use its best reasonable efforts to ensure that third parties do not interfere with use of the Easement Area by Grantee and/or the BNSF Parties.
4. In connection with the Temporary Construction Easement, Grantee and/or the BNSF Parties shall have the right, but not the obligation, to remove all trees, brush, and other vegetation from the above-described Easement Area and to reconfigure the Easement Area in any way they deem necessary or beneficial.

The Temporary Construction Easement shall commence in favor of Grantee and the BNSF Parties on **January 10, 2012** (the "**Commencement Date**"), and shall continue in full effect until its termination upon the earlier of (i) July 1, 2014, (ii) completion of the Double Track Facilities by Grantee and/or the BNSF Parties (with completion of the Double Track Facilities to be signified by Grantee's delivery of written notification of completion to Grantor), or (iii) Grantee's acquisition of fee simple title to the Easement Area from Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee and the BNSF Parties for their use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

EXECUTED to be effective as of the 10th day of January, 2012.

GRANTOR:

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: Jay Vavricek
Title: Mayor

THE STATE OF NEBRASKA §
 §
COUNTY OF HALL §

This instrument was acknowledged before me on the _____ day of _____, 2012, as the voluntary act of the person known by me to be Jay Vavricek, the Mayor of the City of Grand Island, Nebraska, on behalf of and with the full authority of the City of Grand Island, Nebraska.

Notary Public, State of Nebraska

Notary's Typed or Printed Name

My Commission Expires: _____

EXHIBIT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT INSTRUMENT FROM
THE CITY OF GRAND ISLAND, NEBRASKA, TO BNSF AND THE BNSF PARTIES

Legal Description of the Easement Area

(Parcel 6)

A tract of land located in Lots 76, 99, 100, and 101, Industrial Addition to the City of Grand Island, Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the West Quarter corner of said Section Fourteen (14); thence on an assumed bearing of South 00° 58' 50" East along the West line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4), a distance of seven hundred eighty five and sixty five hundredths (785.65) feet to a point on the southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning; thence South 63° 06' 00" East along the existing southerly Right-of-Way line of the BNSF Railroad, a distance of thirty seven and thirty three hundredths (37.33) feet to the East Right-of-Way line of South Stuhr Road; thence South 63° 06' 00" East along the existing southerly Right-of-Way line of the BNSF Railroad, a distance of one thousand one hundred twenty three and fifty four hundredths (1,123.54) feet to a point on the South line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4) of said Section Fourteen (14); thence South 89° 31' 50" West continuing along said line a distance of fifty seven and sixty hundredths (57.60) feet; thence North 63° 06' 00" West, a distance of two hundred sixteen and sixty four hundredths (216.64) feet; thence North 26° 54' 00" East, a distance of three and fifty nine hundredths (3.59) feet; thence North 63° 06' 00" West, a distance of eight hundred forty three and sixty three hundredths (843.63) feet to a point on the easterly Right-of-Way line of South Stuhr Road; thence North 63° 06' 00" West a distance of thirty seven and thirty three hundredths (37.33) feet to a point on the West line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4) of said Section Fourteen (14); thence North 00° 58' 50" West along said section line, a distance of twenty five and ninety hundredths (25.90) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.61 acres more or less.

WARRANTY DEED

The City of Grand Island, a(n) Nebraska Municipal Corporation ("**GRANTOR**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by BNSF RAILWAY COMPANY, a Delaware corporation ("**GRANTEE**"), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on Exhibit "A" hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto, and all of Seller's rights and interest, if any, in and to all easements and alleys, highways, or streets in, on, across or adjoining the Land (herein collectively called the "**Property**").

This Deed is executed by GRANTOR and accepted by GRANTEE subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on Exhibit "B" hereto (herein called the "**Permitted Encumbrances**"). GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the Land.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, its legal representatives, successors, and assigns forever; and GRANTOR does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto GRANTEE, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF as of the ____ day of _____, 20__.

GRANTOR:

The City of Grand Island

By: _____
Name: Jay Vavricek
Title: Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

*This instrument was acknowledged before me on the _____ day of _____, 20__, by
Jay Vavricek, Mayor of The City of Grand Island a(n) Nebraska Municipal Corporation, on behalf of said
Municipal Corporation.,*

WITNESS my hand and notarial seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Deed Exhibits:

Exhibit A: Legal Description
Exhibit B: Permitted Encumbrances

LEGAL DESCRIPTION – EXHIBIT A (Parcel 7)

A tract of land located in Lot 99, Industrial Addition to the City of Grand Island, and the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of said Section Fourteen (14); thence on an assumed bearing of North 00°56'21" West along the East line of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4), a distance of one thousand one hundred thirty eight and four hundredths (1,138.04) feet to the Point of Beginning; thence North 63°05'57" West, a distance of three hundred ninety eight and forty two hundredths (398.42) feet to a point on the North line of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of said Section Fourteen (14); thence North 89°31'50" East along said line, a distance of fifty seven and sixty hundredths (57.60) feet to a point on the southerly Right-of-Way line of the BNSF Railroad; thence South 63°05'57" East along said Right-of-Way line, a distance of three hundred thirty three and twenty nine hundredths (333.29) feet to a point on the East line of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4); thence South 00°56'21" East along said line, a distance of twenty nine and ninety four hundredths (29.94) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.22 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF GRAND ISLAND, NEBRASKA**, referred to hereinafter as "**Grantor**", for Ten and No/100 Dollars (\$10.00) to it paid by **BNSF RAILWAY COMPANY**, a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, the "**Grantee**", and for the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell, and convey unto the Grantee and its employees, officers, affiliates, contractors, agents and/or assigns (the "**BNSF Parties**"), subject to the terms and conditions hereinafter set forth, an exclusive **TEMPORARY CONSTRUCTION EASEMENT** (the "**Temporary Construction Easement**") for the construction and installation of that certain "double track" expansion of railroad tracks and related equipment and facilities (collectively, the "**Double Track Facilities**") in, on, over, under, and through those certain premises (the "**Easement Area**"), situated in Hall County, Nebraska, to-wit:

See **Exhibit "A"**, attached hereto and made a part hereof, for the description of the Easement Area.

The foregoing Temporary Construction Easement is made subject to and upon the following express conditions:

1. The Grantor on behalf of itself, its successors, and assigns hereby agrees that, as of the Commencement Date (defined below), Grantee and the BNSF Parties shall enjoy the Temporary Construction Easement in, on, over, under, and through the Easement Area and may use the Easement Area in any way they see fit in order to construct the Double Track Facilities and all related equipment, facilities, structures, and/or infrastructure deemed necessary or beneficial by Grantee and/or the BNSF Parties.
2. The Temporary Construction Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of Grantor, Grantee, and the BNSF Parties.
3. The Temporary Construction Easement shall be exclusive in favor of Grantee and the BNSF Parties. Grantor shall not occupy, undertake any work on, or interfere with Grantee's and/or the BNSF Parties' use of the Easement Area. Further, Grantor shall use its best reasonable efforts to ensure that third parties do not interfere with use of the Easement Area by Grantee and/or the BNSF Parties.
4. In connection with the Temporary Construction Easement, Grantee and/or the BNSF Parties shall have the right, but not the obligation, to remove all trees, brush, and other vegetation from the above-described Easement Area and to reconfigure the Easement Area in any way they deem necessary or beneficial.

The Temporary Construction Easement shall commence in favor of Grantee and the BNSF Parties on **January 10, 2012** (the "**Commencement Date**"), and shall continue in full effect until its termination upon the earlier of (i) July 1, 2014, (ii) completion of the Double Track Facilities by Grantee and/or the BNSF Parties (with completion of the Double Track Facilities to be signified by Grantee's delivery of written notification of completion to Grantor), or (iii) Grantee's acquisition of fee simple title to the Easement Area from Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee and the BNSF Parties for their use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore slated.

EXECUTED to be effective as of the 10th day of January, 2012.

GRANTOR:

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: Jay Vavricek
Title: Mayor

THE STATE OF NEBRASKA §
 §
COUNTY OF HALL §

This instrument was acknowledged before me on the _____ day of _____, 2012, as the voluntary act of the person known by me to be Jay Vavricek, the Mayor of the City of Grand Island, Nebraska, on behalf of and with the full authority of the City of Grand Island, Nebraska.

Notary Public, State of Nebraska

Notary's Typed or Printed Name

My Commission Expires: _____

EXHIBIT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT INSTRUMENT FROM
THE CITY OF GRAND ISLAND, NEBRASKA, TO BNSF AND THE BNSF PARTIES

Legal Description of the Easement Area

(Parcel 7)

A tract of land located in Lot 99, Industrial Addition to the City of Grand Island, and the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of said Section Fourteen (14); thence on an assumed bearing of North 00°56'21" West along the East line of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4), a distance of one thousand one hundred thirty eight and four hundredths (1,138.04) feet to the Point of Beginning; thence North 63°05'57" West, a distance of three hundred ninety eight and forty two hundredths (398.42) feet to a point on the North line of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of said Section Fourteen (14); thence North 89°31'50" East along said line, a distance of fifty seven and sixty hundredths (57.60) feet to a point on the southerly Right-of-Way line of the BNSF Railroad; thence South 63°05'57" East along said Right-of-Way line, a distance of three hundred thirty three and twenty nine hundredths (333.29) feet to a point on the East line of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4); thence South 00°56'21" East along said line, a distance of twenty nine and ninety four hundredths (29.94) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.22 acres more or less.

VICINITY MAP
NO SCALE

CLD VOCABULARY

LESSON COMPLETION

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd, *Journal of Internal Medicine* 260: 395–402

ADDRESS:

The European Union's (EU) "Council Directive 90/269/EEC" (the "Directive") is a key piece of legislation in the EU that sets out the minimum requirements for the safety and health of workers. It is a key piece of legislation in the EU that sets out the minimum requirements for the safety and health of workers. It is a key piece of legislation in the EU that sets out the minimum requirements for the safety and health of workers.

APPROVED

APPROVED
My action plan is on track. Date: 04/20/2017

SALESMAN'S CERTIFICATION

1. *Investment in R&D*—Research intensity has declined over the period. The R&D/GDP ratio has declined from 2.5% in 1980 to 2.0% in 1990. The R&D/GDP ratio has declined from 2.5% in 1980 to 2.0% in 1990. The R&D/GDP ratio has declined from 2.5% in 1980 to 2.0% in 1990.

2002 年 5 月 1 日

Dept. of Economics, B-11
1 University Avenue, Princeton, NJ 08542

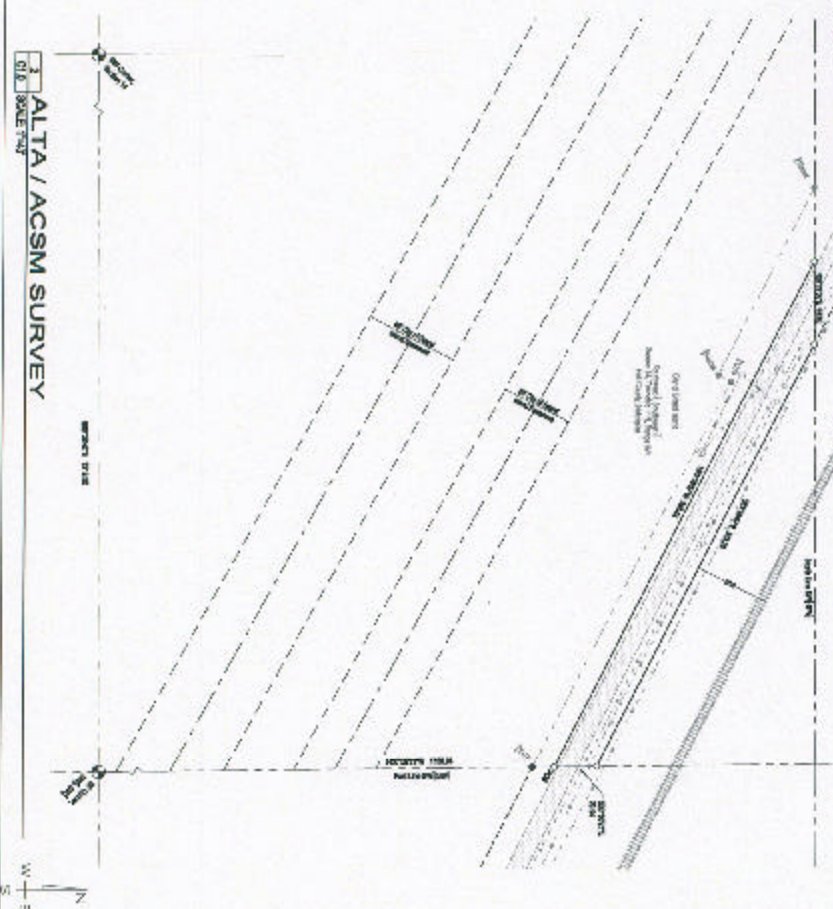
DOI: 10.1002/for

LL6940

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0-56-114871-2 \$9.95 A

2. The *commutative* property of multiplication states:

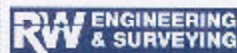
ALTA / ACSM SURVEY
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ALTA' MOSN SURVEY
Parcel 7
City of Grand Island

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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BNSF Right of Way
Acquisition
Hall County, Nebraska



© 2006 American Society for Clinical Nutrition
 0893-2796/06/33(2):333-340\$8.00
 DOI: 10.3945/ajcn.2005.25902

WARRANTY DEED

The City of Grand Island, a(n) Nebraska Municipal Corporation ("**GRANTOR**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by BNSF RAILWAY COMPANY, a Delaware corporation ("**GRANTEE**"), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on Exhibit "A" hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto, and all of Seller's rights and interest, if any, in and to all easements and alleys, highways, or streets in, on, across or adjoining the Land (herein collectively called the "**Property**").

This Deed is executed by GRANTOR and accepted by GRANTEE subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on Exhibit "B" hereto (herein called the "**Permitted Encumbrances**"). GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the Land.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, its legal representatives, successors, and assigns forever; and GRANTOR does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto GRANTEE, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF as of the ____ day of _____, 20__.

GRANTOR:

The City of Grand Island

By: _____

Name: Jay Vavricek

Title: Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

*This instrument was acknowledged before me on the _____ day of _____, 20__, by
Jay Vavricek, Mayor of The City of Grand Island a(n) Nebraska Municipal Corporation, on behalf of said
Municipal Corporation..*

WITNESS my hand and notarial seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Deed Exhibits:

Exhibit A: Legal Description

Exhibit B: Permitted Encumbrances

LEGAL DESCRIPTION – EXHIBIT A (Parcel 8)

A tract of land located in Lots 102, 109, 110, 112, 113, and 114, Industrial Addition to the City of Grand Island, Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of said Section Fourteen (14); thence on an assumed bearing of North 00° 56' 21" West along the West line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4), a distance of one thousand one hundred thirty eight and four hundredths (1,138.04) feet to the Point of Beginning; thence North 00° 56' 21" West continuing along said West line, a distance of twenty nine and ninety four hundredths (29.94) feet to a point on the southerly Right-of-Way line of the BNSF Railroad; thence South 63° 05' 57" East along said Right-of-Way line, a distance of one thousand four hundred ninety two and fifty five hundredths (1,492.55) feet to a point of the East line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4); thence South 63° 05' 57" East, a distance of one thousand ninety seven and seventy eight hundredths (1,097.78) feet to the North Right-of-Way line of East Bismark Road; thence South 63° 05' 57" East, a distance of eighty and fifty three hundredths (80.53) feet to a point on the South line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4); thence North 87° 17' 30" West along said South line, a distance of one hundred twenty two and one hundredth (122.01) feet; thence North 63° 06' 00" West, a distance of eighty and fifty three hundredths (80.53) feet to a point on the North Right-of-Way line of East Bismark Road; thence North 63° 06' 00" West, a distance of one hundred twenty four and three hundredths (124.03) feet; thence North 26° 55' 50" East, a distance of thirty five and twenty four hundredths (35.24) feet; thence North 63° 03' 50" West, a distance of one hundred seven and twenty seven hundredths (107.27) feet; thence South 27° 00' 30" West, a distance of twenty (20.0) feet; thence North 63° 04' 00" West, a distance of seven hundred thirty seven and fourteen hundredths (737.14) feet to a point on the East line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of said Section Fourteen (14); thence North 62° 48' 00" West, a distance of one thousand four hundred ninety six and sixty seven hundredths (1,496.67) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 1.97 acres more or less.

EXCEPTIONS

Terms and conditions of Ordinance No. 3934, approving the Plat of Industrial Addition, recorded January 21, 1963 in Book 11, Page 375; records of Hall County, Nebraska.

Easements and restrictions reserved and shown in the Plat and Dedication of Industrial Addition, recorded January 24, 1963 in Book 104, Page 545, records of Hall County, Nebraska.

Reserving a right-of-way and easement for public streets and public utilities along Bismark Road, being more particularly described as: the easterly fifty (50) feet of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4), Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF GRAND ISLAND, NEBRASKA**, referred to hereinafter as "**Grantor**", for Ten and No/100 Dollars (\$10.00) to it paid by **BNSF RAILWAY COMPANY**, a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, the "**Grantee**", and for the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell, and convey unto the Grantee and its employees, officers, affiliates, contractors, agents and/or assigns (the "**BNSF Parties**"), subject to the terms and conditions hereinafter set forth, an exclusive **TEMPORARY CONSTRUCTION EASEMENT** (the "**Temporary Construction Easement**") for the construction and installation of that certain "double track" expansion of railroad tracks and related equipment and facilities (collectively, the "**Double Track Facilities**") in, on, over, under, and through those certain premises (the "**Easement Area**"), situated in Hall County, Nebraska, to-wit:

See **Exhibit "A"**, attached hereto and made a part hereof, for the description of the Easement Area.

The foregoing Temporary Construction Easement is made subject to and upon the following express conditions:

1. The Grantor on behalf of itself, its successors, and assigns hereby agrees that, as of the Commencement Date (defined below), Grantee and the BNSF Parties shall enjoy the Temporary Construction Easement in, on, over, under, and through the Easement Area and may use the Easement Area in any way they see fit in order to construct the Double Track Facilities and all related equipment, facilities, structures, and/or infrastructure deemed necessary or beneficial by Grantee and/or the BNSF Parties.
2. The Temporary Construction Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of Grantor, Grantee, and the BNSF Parties.
3. The Temporary Construction Easement shall be exclusive in favor of Grantee and the BNSF Parties. Grantor shall not occupy, undertake any work on, or interfere with Grantee's and/or the BNSF Parties' use of the Easement Area. Further, Grantor shall use its best reasonable efforts to ensure that third parties do not interfere with use of the Easement Area by Grantee and/or the BNSF Parties.
4. In connection with the Temporary Construction Easement, Grantee and/or the BNSF Parties shall have the right, but not the obligation, to remove all trees, brush, and other vegetation from the above-described Easement Area and to reconfigure the Easement Area in any way they deem necessary or beneficial.

The Temporary Construction Easement shall commence in favor of Grantee and the BNSF Parties on **January 10, 2012** (the "**Commencement Date**"), and shall continue in full effect until its termination upon the earlier of (i) July 1, 2014, (ii) completion of the Double Track Facilities by Grantee and/or the BNSF Parties (with completion of the Double Track Facilities to be signified by Grantee's delivery of written notification of completion to Grantor), or (iii) Grantee's acquisition of fee simple title to the Easement Area from Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee and the BNSF Parties for their use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

EXECUTED to be effective as of the 10th day of January, 2012.

GRANTOR:

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: Jay Vavricek
Title: Mayor

THE STATE OF NEBRASKA §
 §
COUNTY OF HALL §

This instrument was acknowledged before me on the _____ day of _____, 2012, as the voluntary act of the person known by me to be Jay Vavricek, the Mayor of the City of Grand Island, Nebraska, on behalf of and with the full authority of the City of Grand Island, Nebraska.

Notary Public, State of Nebraska

Notary's Typed or Printed Name

My Commission Expires: _____

EXHIBIT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT INSTRUMENT FROM
THE CITY OF GRAND ISLAND, NEBRASKA, TO BNSF AND THE BNSF PARTIES

Legal Description of the Easement Area

(Parcel 8)

A tract of land located in Lots 102, 109, 110, 112, 113, and 114, Industrial Addition to the City of Grand Island, Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of said Section Fourteen (14); thence on an assumed bearing of North 00° 56' 21" West along the West line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4), a distance of one thousand one hundred thirty eight and four hundredths (1,138.04) feet to the Point of Beginning; thence North 00° 56' 21" West continuing along said West line, a distance of twenty nine and ninety four hundredths (29.94) feet to a point on the southerly Right-of-Way line of the BNSF Railroad; thence South 63° 05' 57" East along said Right-of-Way line, a distance of one thousand four hundred ninety two and fifty five hundredths (1,492.55) feet to a point of the East line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4); thence South 63° 05' 57" East, a distance of one thousand ninety seven and seventy eight hundredths (1,097.78) feet to the North Right-of-Way line of East Bismark Road; thence South 63° 05' 57" East, a distance of eighty and fifty three hundredths (80.53) feet to a point on the South line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4); thence North 87° 17' 30" West along said South line, a distance of one hundred twenty two and one hundredth (122.01) feet; thence North 63° 06' 00" West, a distance of eighty and fifty three hundredths (80.53) feet to a point on the North Right-of-Way line of East Bismark Road; thence North 63° 06' 00" West, a distance of one hundred twenty four and three hundredths (124.03) feet; thence North 26° 55' 50" East, a distance of thirty five and twenty four hundredths (35.24) feet; thence North 63° 03' 50" West, a distance of one hundred seven and twenty seven hundredths (107.27) feet; thence South 27° 00' 30" West, a distance of twenty (20.0) feet; thence North 63° 04' 00" West, a distance of seven hundred thirty seven and fourteen hundredths (737.14) feet to a point on the East line of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of said Section Fourteen (14); thence North 62° 48' 00" West, a distance of one thousand four hundred ninety six and sixty seven hundredths (1,496.67) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 1.97 acres more or less.

WARRANTY DEED

The City of Grand Island, a(n) Nebraska Municipal Corporation ("**GRANTOR**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by BNSF RAILWAY COMPANY, a Delaware corporation ("**GRANTEE**"), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on Exhibit "A" hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto, and all of Seller's rights and interest, if any, in and to all easements and alleys, highways, or streets in, on, across or adjoining the Land (herein collectively called the "**Property**").

This Deed is executed by GRANTOR and accepted by GRANTEE subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on Exhibit "B" hereto (herein called the "**Permitted Encumbrances**"). GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the Land.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, its legal representatives, successors, and assigns forever; and GRANTOR does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto GRANTEE, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF as of the _____ day of _____, 20__.

GRANTOR:

The City of Grand Island

By: _____
Name: Jay Vavricek
Title: Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

*This instrument was acknowledged before me on the _____ day of _____, 20____, by
Jay Vavricek, Mayor of The City of Grand Island a(n) Nebraska Municipal Corporation, on behalf of said
Municipal Corporation..*

WITNESS my hand and notarial seal on this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Deed Exhibits:

Exhibit A: Legal Description
Exhibit B: Permitted Encumbrances

LEGAL DESCRIPTION – EXHIBIT A (Parcel 35)

A tract of land located in the North Half (N1/2) of Section Fifteen (15), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the East Quarter corner of said Section Fifteen (15); thence on an assumed bearing of South 89° 41' 12" West along the South line of said Section Fifteen (15), a distance of one thousand four hundred ninety nine and eighty six hundredths (1,499.86) feet to a point on the southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning; thence South 89° 41' 12" West along said South line, a distance of twenty three and fifty five hundredths (23.55) feet; thence North 62° 33' 35" West, a distance of one thousand three hundred thirty seven and fifty nine hundredths (1,337.59) feet; thence on a curve to the right having a radius of four thousand one hundred thirty nine and eighty nine hundredths (4,139.89) feet, an arc length of one hundred eight and ninety eight hundredths (108.98) feet being subtended by a chord of North 16° 44' 30" West, a length of one hundred eight and ninety seven hundredths (108.97) feet to a point on the southerly Right-of-Way line of the BNSF Railroad; thence South 59° 52' 40" East along said Right-of-Way line, a distance of one thousand four hundred thirty five and eighty seven hundredths (1,435.87) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 1.40 acres more or less.

EXCEPTIONS

Reservations of rights as contained in Deed and Release recorded September 8, 1922 in Book 61, Page 69; records of Hall County, Nebraska.

Platte Valley Public Power and Irrigation District Resolution No. 19-68 transferring Right of Way Easements for Transmission Line to the City of Grand Island, a municipal corporation, recorded April 5, 1968 in Book 17, Page 333; records of Hall County, Nebraska.

Easement granted to MCI Telecommunications Corporation, recorded April 19, 1993 as Instrument No. 1993103010; records of Hall County, Nebraska.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF GRAND ISLAND, NEBRASKA**, referred to hereinafter as "**Grantor**", for Ten and No/100 Dollars (\$10.00) to it paid by **BNSF RAILWAY COMPANY**, a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, the "**Grantee**", and for the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell, and convey unto the Grantee and its employees, officers, affiliates, contractors, agents and/or assigns (the "**BNSF Parties**"), subject to the terms and conditions hereinafter set forth, an exclusive **TEMPORARY CONSTRUCTION EASEMENT** (the "**Temporary Construction Easement**") for the construction and installation of that certain "double track" expansion of railroad tracks and related equipment and facilities (collectively, the "**Double Track Facilities**") in, on, over, under, and through those certain premises (the "**Easement Area**"), situated in Hall County, Nebraska, to-wit:

See **Exhibit "A"**, attached hereto and made a part hereof, for the description of the Easement Area.

The foregoing Temporary Construction Easement is made subject to and upon the following express conditions:

1. The Grantor on behalf of itself, its successors, and assigns hereby agrees that, as of the Commencement Date (defined below), Grantee and the BNSF Parties shall enjoy the Temporary Construction Easement in, on, over, under, and through the Easement Area and may use the Easement Area in any way they see fit in order to construct the Double Track Facilities and all related equipment, facilities, structures, and/or infrastructure deemed necessary or beneficial by Grantee and/or the BNSF Parties.
2. The Temporary Construction Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of Grantor, Grantee, and the BNSF Parties.
3. The Temporary Construction Easement shall be exclusive in favor of Grantee and the BNSF Parties. Grantor shall not occupy, undertake any work on, or interfere with Grantee's and/or the BNSF Parties' use of the Easement Area. Further, Grantor shall use its best reasonable efforts to ensure that third parties do not interfere with use of the Easement Area by Grantee and/or the BNSF Parties.
4. In connection with the Temporary Construction Easement, Grantee and/or the BNSF Parties shall have the right, but not the obligation, to remove all trees, brush, and other vegetation from the above-described Easement Area and to reconfigure the Easement Area in any way they deem necessary or beneficial.

The Temporary Construction Easement shall commence in favor of Grantee and the BNSF Parties on **January 10, 2012** (the "**Commencement Date**"), and shall continue in full effect until its termination upon the earlier of (i) July 1, 2014, (ii) completion of the Double Track Facilities by Grantee and/or the BNSF Parties (with completion of the Double Track Facilities to be signified by Grantee's delivery of written notification of completion to Grantor), or (iii) Grantee's acquisition of fee simple title to the Easement Area from Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee and the BNSF Parties for their use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

EXECUTED to be effective as of the 10th day of January, 2012.

GRANTOR:

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: Jay Vavricek
Title: Mayor

THE STATE OF NEBRASKA §
 §
COUNTY OF HALL §

This instrument was acknowledged before me on the _____ day of _____, 2012, as the voluntary act of the person known by me to be Jay Vavricek, the Mayor of the City of Grand Island, Nebraska, on behalf of and with the full authority of the City of Grand Island, Nebraska.

Notary Public, State of Nebraska

Notary's Typed or Printed Name

My Commission Expires: _____

EXHIBIT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT INSTRUMENT FROM
THE CITY OF GRAND ISLAND, NEBRASKA, TO BNSF AND THE BNSF PARTIES

Legal Description of the Easement Area

(Parcel 35)

A tract of land located in the North Half (N1/2) of Section Fifteen (15), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the East Quarter corner of said Section Fifteen (15); thence on an assumed bearing of South 89° 41' 12" West along the South line of said Section Fifteen (15), a distance of one thousand four hundred ninety nine and eighty six hundredths (1,499.86) feet to a point on the southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning; thence South 89° 41' 12" West along said South line, a distance of twenty three and fifty five hundredths (23.55) feet; thence North 62° 33' 35" West, a distance of one thousand three hundred thirty seven and fifty nine hundredths (1,337.59) feet; thence on a curve to the right having a radius of four thousand one hundred thirty nine and eighty nine hundredths (4,139.89) feet, an arc length of one hundred eight and ninety eight hundredths (108.98) feet being subtended by a chord of North 16° 44' 30" West, a length of one hundred eight and ninety seven hundredths (108.97) feet to a point on the southerly Right-of-Way line of the BNSF Railroad; thence South 59° 52' 40" East along said Right-of-Way line, a distance of one thousand four hundred thirty five and eighty seven hundredths (1,435.87) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 1.40 acres more or less.

WARRANTY DEED

The City of Grand Island, a(n) Nebraska Municipal Corporation ("**GRANTOR**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by BNSF RAILWAY COMPANY, a Delaware corporation ("**GRANTEE**"), whose mailing address is 2500 Lou Menk Drive, Fort Worth, Texas 76131, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on Exhibit "A" hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto, and all of Seller's rights and interest, if any, in and to all easements and alleys, highways, or streets in, on, across or adjoining the Land (herein collectively called the "**Property**").

This Deed is executed by GRANTOR and accepted by GRANTEE subject to validly existing and enforceable rights, interests, and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on Exhibit "B" hereto (herein called the "**Permitted Encumbrances**"). GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the Land.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, its legal representatives, successors, and assigns forever; and GRANTOR does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto GRANTEE, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF as of the ____ day of _____, 20__.

GRANTOR:

The City of Grand Island

By: _____
Name: Jay Vavricek
Title: Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

*This instrument was acknowledged before me on the _____ day of _____, 20__, by
Jay Vavricek, Mayor of The City of Grand Island a(n) Nebraska Municipal Corporation, on behalf of said
Municipal Corporation.*

WITNESS my hand and notarial seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Deed Exhibits:

Exhibit A: Legal Description
Exhibit B: Permitted Encumbrances

LEGAL DESCRIPTION – EXHIBIT A (Parcel 36)

A portion of Lots 40, 41 and 72, Industrial Addition to the City of Grand Island, Section Fifteen (15), Township Eleven (11), Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the East Quarter corner of said Section Fifteen (15); thence on an assumed bearing of South 00° 58' 50" East along the East line of the Southeast Quarter (SE 1/4), a distance of seven hundred eighty five and sixty seven hundredths (785.67) feet to a point on the southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning, thence South 00° 58' 50" East continuing along said East line, a distance of five and twenty hundredths (5.20) feet; thence North 63° 05' 05" West, a distance of forty five and twenty six hundredths (45.26) feet to a point on the West Right-of-Way line of South Stuhr Road; thence North 63° 05' 05" West, a distance of one thousand fifty three and sixty two hundredths (1,053.62) feet; thence North 63° 05' 03" West, a distance of two hundred ninety six and eighty six hundredths (296.86) feet; thence North 62° 44' 30" West, a distance of three hundred twenty eight and thirty five hundredths (328.35) feet to a point on the North line of the Southeast Quarter (SE 1/4); thence North 89° 41' 12" East along said North line, a distance of twenty three and fifty five hundredths (23.55) feet to a point on the existing BNSF Railroad Right-of-Way; thence South 61° 38' 40" East along said Right-of-Way, a distance of two hundred fifty nine and thirty six hundredths (259.36) feet; thence South 62° 56' 40" East, a distance of six hundred thirty five and sixty one hundredths (635.61) feet; thence South 63° 04' 46" East, a distance of seven hundred sixty and fifty six hundredths (760.56) feet to a point on the West Right-of-Way line of South Stuhr Road; thence South 63° 04' 46" East, a distance of forty five and twenty six hundredths (45.26) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.22 acres more or less.

EXCEPTIONS

Terms and conditions of Ordinance No. 3934, approving the Plat of Industrial Addition, recorded January 21, 1963 in Book 11, Page 365; records of Hall County, Nebraska.

Easements and restrictions reserved and shown in the Plat and Dedication of Industrial Addition recorded January 24, 1963 in Book 104, Page 545; records of Hall County, Nebraska.

Easement granted to MCI Telecommunications Corporation, recorded April 19, 1993 as Instrument No. 1993103010; records of Hall County, Nebraska.

Terms and conditions of Resolution No. 2000-347, recorded November 8, 2000 as Instrument No. 200009776; records of Hall County, Nebraska.

Reserving a right-of-way and easement for public streets and public utilities along Stuhr Road being more particularly described as; the easterly fifty (50) feet of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4), Section Fifteen (15), Township Eleven (11) North, Range Nine (9) West, of the 6th P.M., in the City of Grand Island, Hall County, Nebraska.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF GRAND ISLAND, NEBRASKA**, referred to hereinafter as "**Grantor**", for Ten and No/100 Dollars (\$10.00) to it paid by **BNSF RAILWAY COMPANY**, a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, the "**Grantee**", and for the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell, and convey unto the Grantee and its employees, officers, affiliates, contractors, agents and/or assigns (the "**BNSF Parties**"), subject to the terms and conditions hereinafter set forth, an exclusive **TEMPORARY CONSTRUCTION EASEMENT** (the "**Temporary Construction Easement**") for the construction and installation of that certain "double track" expansion of railroad tracks and related equipment and facilities (collectively, the "**Double Track Facilities**") in, on, over, under, and through those certain premises (the "**Easement Area**"), situated in Hall County, Nebraska, to-wit:

See **Exhibit "A"**, attached hereto and made a part hereof, for the description of the Easement Area.

The foregoing Temporary Construction Easement is made subject to and upon the following express conditions:

1. The Grantor on behalf of itself, its successors, and assigns hereby agrees that, as of the Commencement Date (defined below), Grantee and the BNSF Parties shall enjoy the Temporary Construction Easement in, on, over, under, and through the Easement Area and may use the Easement Area in any way they see fit in order to construct the Double Track Facilities and all related equipment, facilities, structures, and/or infrastructure deemed necessary or beneficial by Grantee and/or the BNSF Parties.
2. The Temporary Construction Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of Grantor, Grantee, and the BNSF Parties.
3. The Temporary Construction Easement shall be exclusive in favor of Grantee and the BNSF Parties. Grantor shall not occupy, undertake any work on, or interfere with Grantee's and/or the BNSF Parties' use of the Easement Area. Further, Grantor shall use its best reasonable efforts to ensure that third parties do not interfere with use of the Easement Area by Grantee and/or the BNSF Parties.
4. In connection with the Temporary Construction Easement, Grantee and/or the BNSF Parties shall have the right, but not the obligation, to remove all trees, brush, and other vegetation from the above-described Easement Area and to reconfigure the Easement Area in any way they deem necessary or beneficial.

The Temporary Construction Easement shall commence in favor of Grantee and the BNSF Parties on **January 10, 2012** (the "**Commencement Date**"), and shall continue in full effect until its termination upon the earlier of (i) July 1, 2014, (ii) completion of the Double Track Facilities by Grantee and/or the BNSF Parties (with completion of the Double Track Facilities to be signified by Grantee's delivery of written notification of completion to Grantor), or (iii) Grantee's acquisition of fee simple title to the Easement Area from Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee and the BNSF Parties for their use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

EXECUTED to be effective as of the 10th day of January, 2012.

GRANTOR:

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: Jay Vavricek
Title: Mayor

THE STATE OF NEBRASKA §
 §
COUNTY OF HALL §

This instrument was acknowledged before me on the _____ day of _____, 2012, as the voluntary act of the person known by me to be Jay Vavricek, the Mayor of the City of Grand Island, Nebraska, on behalf of and with the full authority of the City of Grand Island, Nebraska.

Notary Public, State of Nebraska

Notary's Typed or Printed Name

My Commission Expires: _____

EXHIBIT "A"
TO THE TEMPORARY CONSTRUCTION EASEMENT INSTRUMENT FROM
THE CITY OF GRAND ISLAND, NEBRASKA, TO BNSF AND THE BNSF PARTIES

Legal Description of the Easement Area

(Parcel 36)

A portion of Lots 40, 41 and 72, Industrial Addition to the City of Grand Island, Section Fifteen (15), Township Eleven (11), Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Commencing at the East Quarter corner of said Section Fifteen (15); thence on an assumed bearing of South 00° 58' 50" East along the East line of the Southeast Quarter (SE 1/4), a distance of seven hundred eighty five and sixty seven hundredths (785.67) feet to a point on the southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning, thence South 00° 58' 50" East continuing along said East line, a distance of five and twenty hundredths (5.20) feet; thence North 63° 05' 05" West, a distance of forty five and twenty six hundredths (45.26) feet to a point on the West Right-of-Way line of South Stuhr Road; thence North 63° 05' 05" West, a distance of one thousand fifty three and sixty two hundredths (1,053.62) feet; thence North 63° 05' 03" West, a distance of two hundred ninety six and eighty six hundredths (296.86) feet; thence North 62° 44' 30" West, a distance of three hundred twenty eight and thirty five hundredths (328.35) feet to a point on the North line of the Southeast Quarter (SE 1/4); thence North 89° 41' 12" East along said North line, a distance of twenty three and fifty five hundredths (23.55) feet to a point on the existing BNSF Railroad Right-of-Way; thence South 61° 38' 40" East along said Right-of-Way, a distance of two hundred fifty nine and thirty six hundredths (259.36) feet; thence South 62° 56' 40" East, a distance of six hundred thirty five and sixty one hundredths (635.61) feet; thence South 63° 04' 46" East, a distance of seven hundred sixty and fifty six hundredths (760.56) feet to a point on the West Right-of-Way line of South Stuhr Road; thence South 63° 04' 46" East, a distance of forty five and twenty six hundredths (45.26) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.22 acres more or less.



VICINITY MAP

0.1 INCHES = 100 FEET

LEGEND

1. This map was prepared by the Surveyor for the purpose of showing the location of the proposed project within the larger area. It is not intended to be used for any other purpose.

2. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

3. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

4. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

5. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

APPROVED

By: [Signature] State of Nebraska, Surveyor

For: [Signature] Project Owner

Date: [Date]

LEGEND

1. This map was prepared by the Surveyor for the purpose of showing the location of the proposed project within the larger area. It is not intended to be used for any other purpose.

2. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

3. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

4. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

5. The Surveyor has not conducted a field inspection of the project area. The information shown on this map is based on the information provided by the project owner.

ALTA / ACSM SURVEY

0.1 INCHES = 100 FEET



ORDINANCE NO. 9356

An ordinance directing and authorizing the sale of six (6) separate parcels of real estate to the BNSF Railway Company, providing for temporary construction easements for those parcels, providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file remonstrances against such conveyances; and providing for the publication and effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The City of Grand Island will convey to the BNSF Railway Company and provide temporary construction easements for six (6) separate tracts of real estate legally described as follows:

- A. A tract of land located in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$, SE $\frac{1}{4}$) of Section One (10, Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian (6th P.M.), City of Grand Island, Hall County, Nebraska, more particularly described as follows:
Commencing at the East Quarter corner of said Section One (1); thence on an assumed bearing of South 88°55'30" West, a distance of Thirty-Nine and Eighty Hundredths (39.80) feet to a point on the Westerly Right-of-Way line of North Webb Road; thence South 01°23'00" East along said Right-of-Way line, a distance of Eighty-Seven and Thirty Hundredths (87.30) feet to the Point of Beginning; thence South 01°23'00" East, a distance of Fifty-Two and Twenty-Five Hundredths (52.25) feet to a point on the Northerly Right-of-Way line of the BNSF Railroad; thence North 74°58'20" West along said BNSF Railroad Right-of-Way line, a distance of Five Hundred, Seven and Seventy Hundredths (507.70) feet; thence North 89°04'30" East, a distance of One Hundred, Eighty-Two and Eight Hundredths (182.08) feet; thence South 74°59'10" East, a distance of Three Hundred, Seventeen and Eighty-Eight (317.88) feet to the Point of Beginning.
Together with and subject to covenants, easement and restrictions of record.
Said tract of land contains 0.48 acres more or less.
- B. A tract of land located in Lots Seventy-Six (76), Ninety-Nine (99), One Hundred (100), and One Hundred and One (101), Industrial Addition to the City of Grand Island, Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the Sixth Principal Meridian (6th P.M.), City of Grand Island, Hall County, Nebraska, more particularly described as follows:

ORDINANCE NO. 9356 (Cont.)

Commencing at the West Quarter corner of said Section Fourteen (14); thence on an assumed bearing of South 00°58'50" East along the West line of the Northwest Quarter of the Southwest Quarter (NW ¼, SW ¼), a distance of Seven Hundred, Eighty-Five and Sixty-Five Hundredths (785.65) feet to a point on the Southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning; thence South 63°06'00" East along the existing Southerly Right-of-Way line of the BNSF Railroad, a distance of Thirty-Seven and Thirty-Three Hundredths (37.33) feet to the East Right-of-Way line of South Stuhr Road; thence South 63°06'00" East along the existing Southerly Right-of-Way line of the BNSF Railroad, a distance of One thousand, One Hundred, Twenty-Three and Fifty-Four Hundredths (1,123.54) feet to a point on the South line of the Northwest Quarter of the Southwest Quarter (NW ¼, SW ¼) of said Section Fourteen (14); thence South 89°31'50" West continuing along said line a distance of Fifty-Seven and Sixty Hundredths (57.60) feet; thence North 63°06'00" West, a distance of Two Hundred, Sixteen and Sixty-Four Hundredths (216.64) feet; thence North 26°54'00" East, a distance of Three and Fifty-Nine Hundredths (3.59) feet; thence North 63°06'00" West, a distance of Eight Hundred, Forty-Three and Sixty-Three Hundredths (843.63) feet to a point on the Easterly Right-of-Way line of South Stuhr Road; thence North 63°06'00" West a distance of Thirty-Seven and Thirty-Three Hundredths (37.33) feet to a point on the West line of the Northwest Quarter of the Southwest Quarter (NW ¼, SW ¼) of said Section Fourteen (14); thence North 00°58'50" West along said section line, a distance of Twenty-Five and Ninety Hundredths (25.90) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.61 acres more or less.

- C. A tract of land located in Lot Ninety-Nine (99), Industrial Addition to the City of Grand Island, and the Southwest Quarter of the Southwest Quarter (SW ¼, SW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the Sixth Principal Meridian (6th P.M.), City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW ¼, SW ¼) of said Section Fourteen (14); thence on an assumed bearing of North 00°56'21" West along the East line of the Southwest Quarter of the Southwest Quarter (SW ¼, SW ¼), a distance of One Thousand, One Hundred, Thirty-Eight and Four Hundredths (1,138.04) feet to the Point of Beginning; thence North 63°05'57" West, a distance of Three Hundred, Ninety-Eight and Forty-Two Hundredths (398.42) feet to a point on the North line of the Southwest Quarter of the Southwest Quarter (SW ¼, SW ¼) of said Section Fourteen (14); thence North 89°31'50" East along said line, a distance of Fifty-Seven and Sixty Hundredths (57.60) feet to a point on the southerly Right-of-Way line of the BNSF Railroad; thence South 63°05'57" East along said Right-of-Way line, a distance of Three Hundred, Thirty-Three and Twenty-Nine Hundredths (333.29) feet to a point on the East line of the Southwest Quarter of the Southwest Quarter (SW ¼, SW ¼); thence South 00°56'21" East along said line, a distance of Twenty-Nine and Ninety-Four Hundredths (29.94) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.22 acres more or less.

ORDINANCE NO. 9356 (Cont.)

- D. A tract of land located in Lots One Hundred and Two (102), One Hundred and Nine (109), One Hundred and Ten (110), One Hundred and Twelve (112), One Hundred and Thirteen (113), and One Hundred and Fourteen (114), Industrial Addition to the City of Grand Island, Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the Sixth Principal Meridian (6th P.M.), City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$, SW $\frac{1}{4}$) of said Section Fourteen (14); thence on an assumed bearing of North 00°56'21" West along the West line of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$, SW $\frac{1}{4}$), a distance of One Thousand, One Hundred, Thirty-Eight and Four Hundredths (1,138.04) feet to the Point of Beginning; thence North 00°56'21" West continuing along said West line, a distance of Twenty-Nine and Ninety-Four Hundredths (29.94) feet to a point on the Southerly Right-of-Way line of the BNSF Railroad; thence South 63°05'57" East along said Right-of-Way line, a distance of One Thousand, Four Hundred, Ninety-Two and Fifty-Five Hundredths (1,492.55) feet to a point of the East line of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$, SW $\frac{1}{4}$); thence South 63°05'57" East, a distance of One Thousand, Ninety-Seven and Seventy-Eight Hundredths (1,097.78) feet to the North Right-of-Way line of East Bismark Road; thence South 63°05'57" East, a distance of Eighty and Fifty-Three Hundredths (80.53) feet to a point on the South line of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$, SE $\frac{1}{4}$); thence North 87°17'30" West along said South line, a distance of One Hundred, Twenty-Two and One Hundredth (122.01) feet; thence North 63°06'00" West, a distance of Eighty and Fifty-Three Hundredths (80.53) feet to a point on the North Right-of-Way line of East Bismark Road; thence North 63°06'00" West, a distance of One Hundred, Twenty-Four and Three Hundredths (124.03) feet; thence North 26°55'50" East, a distance of Thirty-Five and Twenty-Four Hundredths (35.24) feet; thence North 63°03'50" West, a distance of One Hundred, Seven and Twenty-Seven Hundredths (107.27) feet; thence South 27°00'30" West, a distance of Twenty (20.0) feet; thence North 63°04'00" West, a distance of Seven Hundred, Thirty-Seven and Fourteen Hundredths (737.14) feet to a point on the East line of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$, SW $\frac{1}{4}$) of said Section Fourteen (14); thence North 62°48'00" West, a distance of One Thousand, Four Hundred, Ninety-Six and Sixty-Seven Hundredths (1,496.67) feet to the Point of Beginning. Together with and subject to covenants, easement and restrictions of record. Said tract of land contains 1.97 acres more or less.

- E. A tract of land located in the North Half (N $\frac{1}{2}$) of Section Fifteen (15), Township Eleven (11) North, Range Nine (9) West of the Sixth Principal Meridian (6th P.M.), City of Grand Island, Hall County, Nebraska, more particularly described as follows:
Commencing at the East Quarter corner of said Section Fifteen (15); thence on an assumed bearing of South 89°41'12" West along the South line of said Section Fifteen (15), a distance of One Thousand, Four Hundred, Ninety-Nine and Eighty-Six Hundredths (1,499.86) feet to a point on the Southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning; thence South 89°41'12" West along said South line, a distance of Twenty-Three and Fifty-Five Hundredths (23.55) feet; thence North 62°33'35" West, a distance of One Thousand, Three Hundred, Thirty-Seven and Fifty-Nine Hundredths (1,337.59) feet; thence on a curve to the right having a radius of Four Thousand, One Hundred, Thirty-Nine and

ORDINANCE NO. 9356 (Cont.)

Eighty-Nine Hundredths (4,139.89) feet, an arc length of One Hundred, Eight and Ninety-Eight Hundredths (108.98) feet being subtended by a chord of North 16°44'30" West, a length of One Hundred, Eight and Ninety-Seven Hundredths (108.97) feet to a point on the Southerly Right-of-Way line of the BNSF Railroad; thence South 59° 52' 40" East along said Right-of-Way line, a distance of One Thousand, Four Hundred, Thirty-Five and Eighty-Seven Hundredths (1,435.87) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 1.40 acres more or less.

- F. A portion of Lots Forty (40), Forty-One (41), and Seventy-Two (72), Industrial Addition to the City of Grand Island, Section Fifteen (15), Township Eleven (11), Range Nine (9) West of the Sixth Principal Meridian (6th P.M.), City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the East Quarter corner of said Section Fifteen (15); thence on an assumed bearing of South 00°58'50" East along the East line of the Southeast Quarter (SE ¼), a distance of Seven Hundred, Eighty-Five and Sixty-Seven Hundredths (785.67) feet to a point on the Southerly Right-of-Way line of the BNSF Railroad also being the Point of Beginning, thence South 00°58'50" East continuing along said East line, a distance of Five and Twenty Hundredths (5.20) feet; thence North 63°05'05" West, a distance of Forty-Five and Twenty-Six Hundredths (45.26) feet to a point on the West Right-of-Way line of South Stuhr Road; thence North 63°05'05" West, a distance of One Thousand, Fifty-Three and Sixty-Two Hundredths (1,053.62) feet; thence North 63°05'03" West, a distance of Two Hundred, Ninety-Six and Eighty-Six Hundredths (296.86) feet; thence North 62°44'30" West, a distance of Three Hundred, Twenty-Eight and Thirty-Five Hundredths (328.35) feet to a point on the North line of the Southeast Quarter (SE ¼); thence North 89°41'12" East along said North line, a distance of Twenty-Three and Fifty-Five Hundredths (23.55) feet to a point on the existing BNSF Railroad Right-of-Way; thence South 61°38'40" East along said Right-of-Way, a distance of Two Hundred, Fifty-Nine and Thirty-Six Hundredths (259.36) feet; thence South 62°56'40" East, a distance of Six Hundred, Thirty-Five and Sixty-One Hundredths (635.61) feet; thence South 63°04'46" East, a distance of Seven Hundred, Sixty and Fifty-Six Hundredths (760.56) feet to a point on the West Right-of-Way line of South Stuhr Road; thence South 63°04'46" East, a distance of Forty-Five and Twenty-Six Hundredths (45.26) feet to the Point of Beginning.

Together with and subject to covenants, easement and restrictions of record.

Said tract of land contains 0.22 acres more or less.

SECTION 2. In consideration of One Hundred and Twenty Dollars (\$120.00) and other consideration as set forth in the Master Utility Relocation Agreement approved pursuant to Resolution 2011-364, the City of Grand Island shall convey the real estate as listed above by Warranty Deed and shall grant temporary construction easements to BNSF Railway Company

ORDINANCE NO. 9356 (Cont.)

pursuant to the terms and conditions of the Warranty Deeds and Temporary Construction Easement agreements between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file remonstrances against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal or greater in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

SECTION 5. The conveyances of said real estate is hereby authorized, directed, and confirmed; and if no remonstrance is filed against such conveyances, the Mayor shall make, execute, and deliver to the BNSF Railway Company, Warranty Deeds for each parcel as described above, and the execution of these Deeds is hereby authorized without further action on behalf of the City Council.

SECTION 6. The Mayor shall make, execute, and deliver to the BNSF Railway Company Temporary Construction Easements for each parcel as described above.

SECTION 7. The City Clerk is directed to file this ordinance in the Office of the Register of Deeds of Hall County, Nebraska.

ORDINANCE NO. 9356 (Cont.)

SECTION 8. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one (1) issue of the *Grand Island Independent* as provided by law.

Enacted: January 10, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk