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2016E0037152

When Recorded Return To:

Jackson County
Attn: Judge Steve Nixon
415 E. 12th Street
Kansas City, Missouri 64106

SPACE ABOVE FOR RECORDER'S USE ONLY

2463-06

QUITCLAIM DEED

This Quitclaim Deed is made on April 28, 2016, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with SSW Merger Corp., a Delaware corporation, successor in interest through merger with St. Louis Southwestern Railway Company, a Missouri corporation) ("Grantor"), whose address is 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, to JACKSON COUNTY, MISSOURI, a Missouri political subdivision ("Grantee"), whose address is 415 E. 12th Street, Kansas City, Missouri 64106.

Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto Grantee, its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Jackson County, State of Missouri, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, the following:

- (i) All coal, oil, gas, and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, under,

SKC0007038
Secured Title of Kansas City
111 W. 10th St.
Kansas City, MO 64105

FILED
MAY 11 2016
MARY JO SPINO
COUNTY CLERK

When Recorded Return To:

Jackson County
Attn: Judge Steve Nixon
415 E. 12th Street
Kansas City, Missouri 64106

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EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, the following:

- (i) All coal, oil, gas, and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, under,

or that may be produced from the Property; provided, however, that no operations of investigating, exploring, drilling, prospecting or mining for or storing or transporting said minerals or any of them, shall be conducted or placed upon the Property;

(ii) Two (2) existing signboards and appurtenances thereto, including without limitation wirelines for electrical service to such signboards now located upon, along, under and across the Property, and PERPETUAL EASEMENTS for the construction, maintenance, operation, repair, replacement, renewal and reconstruction of signboards and appurtenances thereto (whether now or hereafter constructed) upon, along, under and across the portions of the Property which are the current locations of the signboards and within a radius five feet (5') outside the perimeter of the land surface directly below the signboards (the "sign shadow") (collectively, the "Signboard Easement Areas", as more particularly described in **Exhibit A** attached hereto and hereby made a part hereof and any poles or footings if outside the sign shadow, together with (a) the right of unobstructed access, ingress and egress to and from the Signboard Easement Areas for the purpose of exercising the rights herein reserved; and (b) an easement for roadway purposes for any existing roadway used for access to signboards;

(iii) A permanent, non-exclusive easement ("Freight Easement") for freight railroad purposes upon, over, under, across, and through a portion of the Property, between MP 270.6 and MP 271.6 ("Freight Easement Area") as more particularly described on **Exhibit A**; and

(iv) An exclusive PERPETUAL EASEMENT ("Fiber Optic Easement") ten feet (10') in width measured from the centerline of the Fiber Optic Improvements (as defined below), in, on, over, under and across the Property ("Fiber Optic Easement Property"), in which areas Grantor (and its current easement holder, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future below surface communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment (the "Fiber Optic Improvements"). Grantor does further reserve unto itself, its successors and assigns, a right-of-way and right of access to the Fiber Optic Easement Property over and across the Property, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optic Easement Property. All Fiber Optic Improvements presently existing on or hereafter constructed on the Fiber Optic Easement Property shall remain the personal property of Grantor (and its easement holder, lessees, sublessees, licensees, successors or assigns). Grantor shall be entitled to all revenues derived from all current and future agreements to which Grantor is a party affecting the Fiber Optic Easement Property. No permanent building or structure and no material or obstruction of any kind or character shall be stored or maintained on the Fiber

Optic Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Grantor.

The Fiber Optic Easement reserved by Grantor includes, but is not limited to, all rights granted pursuant to that certain Easement Agreement dated September 30, 1991 (the "SLSR Easement"), as amended, between St. Louis Southwestern Railway ("SLSR"), as Grantor, and Southern Pacific Telecommunications Company ("SPT"), as Grantee, under which SLSR granted to SPT an easement over certain right-of-ways for purposes of constructing, reconstructing, maintaining, repairing, operating, renewing, replacing and relocating components of a fiber optic telecommunication system. As all rights granted pursuant to the SLSR Easement are reserved and not transferred to Grantee, this Quitclaim Deed shall not effect a transfer of any Rail Corridor or Surplus Property on which an Easement Area is located as defined and described in Section 23.3 of the SLSR Easement.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

Covenants.

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

(a) Restriction on Use. The Property must not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) cultural, educational, recreational (other than hike and/or bike trail use) or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks). The restrictions in this paragraph (a) are collectively known as the "Restricted Uses".

(b) Development of Property. Notwithstanding any other provision herein, if remediation of the Property or any portion thereof is not required by the State of Missouri ("State"), Grantee may request that Grantor review analytical data and other evidence to support a request for modification or release of the Restriction on Use Covenant. Such data and/or other evidence must establish to Grantor's reasonable satisfaction that the Property is suitable for one or more of the Restricted Uses without further remediation. If Grantor, in its sole reasonable discretion, determines that the analytical data and other evidence is sufficient to warrant a modification or release of the Restriction on Use Covenant, then within 120 days of receiving the

request Grantor shall release or otherwise modify the Restriction on Use Covenant, as appropriate, by executing a Release in recordable form and delivering same to Grantee.

(c) Release of Restriction on Use Covenant. Grantee, its successors or assigns, at its sole cost and expense, may perform remediation of the Property to the extent required by the State to qualify for one or more of the Restricted Uses. Any such remediation must be performed by Grantee in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain a certificate of completion or other applicable ruling of the State which shall indicate that the Property is suitable for one or more of the Restricted Uses. Additionally, prior to any remediation, the owner of the Property may present to Grantor a State approved remediation plan for review and comment by Grantor, and Grantor shall provide any comments within 120 days of such request. Upon completion of all remediation required to obtain the certificate, Grantee may request that Grantor release or partially release the Restriction on Use Covenant. In doing so, Grantee must provide Grantor with analytical data and other evidence reasonably satisfactory to Grantor to show that the Property is suitable for one or more of the Restricted Uses. Upon review by Grantor of information sufficient to meet the aforementioned conditions, within 120 days of receiving the request Grantor shall release or partially release the Restriction on Use Covenant by executing a Release in recordable form and delivering same to Grantee. Any request for release along with supporting documentation should be sent to the following address:

Union Pacific Railroad Company
Attn: Assistant Vice President-Real Estate (Folder: 2463-06)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690

(d) Clarification Procedure. Should any owner of the Property ever need clarification of whether the Restricted Uses is/are allowed or prohibited, then owner may inquire to the address noted above for written confirmation from Grantor of whether a use is allowed or not, and such owner shall provide a recordable document to Grantor with the clarification requested by such owner. Grantor agrees to execute such recordable document, or provide specific changes to such document, or deny such document (by explaining the use is a "Restricted Use") within 20 days of receipt of a request for clarification from any owner.

(e) Fence Covenant. In the event that the Property is used for a public use, Grantee, or its successors or assigns, at its sole cost and expense, shall install before such public use, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly boundary of the Property between MP 287.8 and MP 288.3. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Attn: Assistant Vice President-Real Estate (Folder No. 2463-06)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

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

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing and following covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

As Is. Grantee acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults. Grantee further acknowledges that the Property was used for railroad right-of-way purposes, and that the Property contains encroachments, including fencing and other physical structures. Grantor makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Grantee acknowledges and agrees that the Property has been sold and conveyed on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

Indemnity. FROM AND AFTER CLOSING, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after the date of this Deed, Grantee, and its successors and assigns, including any successor owner of any interest in the Property, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee's use of the Property.

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SIGNATURE PAGES TO FOLLOW)

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
TO BE ATTACHED**

Union Pacific Railroad Company

Jackson County, Missouri

Exhibit "A"

All right, title and interest in and to that part of the Wingate to Leeds Branch of the Union Pacific Railroad Company (formerly the Chicago, Rock Island and Pacific Railway Co.), as now located, said part extends northwesterly from a point at milepost 270.6, said point being 530 feet northwesterly, as measured along the centerline of the main track of said Branch, from the South Line of the Northwest Quarter of Section 21, Township 47 North, Range 31 West of the 5th Principal Meridian, to a point at milepost 288.3, said point being 2,066 feet northeasterly, as measured along the main track of said Branch from the South Line of the Northeast Quarter of Section 13, Township 49 North, Range 33 West of the 5th Principal Meridian, said part being situate in, over and across the following legal subdivisions of Jackson County, Missouri:

Subdivision	Section	Township	Range	Meridian
NW 1/4	21	47N	31W	5 th P.M.
NE 1/4	20	47N	31W	5 th P.M.
SE 1/4	17	47N	31W	5 th P.M.
SW 1/4	17	47N	31W	5 th P.M.
SE 1/4	18	47N	31W	5 th P.M.
NE 1/4	18	47N	31W	5 th P.M.
NW 1/4	18	47N	31W	5 th P.M.
SW 1/4	7	47N	31W	5 th P.M.
SE 1/4	12	47N	32W	5 th P.M.
SW 1/4	12	47N	32W	5 th P.M.
NW 1/4	12	47N	32W	5 th P.M.
NE 1/4	11	47N	32W	5 th P.M.
SE 1/4	2	47N	32W	5 th P.M.
SW 1/4	2	47N	32W	5 th P.M.
NW 1/4	2	47N	32W	5 th P.M.
NE 1/4	3	47N	32W	5 th P.M.
SE 1/4	34	48N	32W	5 th P.M.
NE 1/4	34	48N	32W	5 th P.M.
NW 1/4	34	48N	32W	5 th P.M.
SW 1/4	27	48N	32W	5 th P.M.
SE 1/4	27	48N	32W	5 th P.M.
NE 1/4	27	48N	32W	5 th P.M.
SE 1/4	22	48N	32W	5 th P.M.
NE 1/4	22	48N	32W	5 th P.M.
NW 1/4	23	48N	32W	5 th P.M.
SW 1/4	14	48N	32W	5 th P.M.
SE 1/4	15	48N	32W	5 th P.M.
NE 1/4	15	48N	32W	5 th P.M.
NW 1/4	15	48N	32W	5 th P.M.
SW 1/4	10	48N	32W	5 th P.M.
SE 1/4	9	48N	32W	5 th P.M.
NE 1/4	9	48N	32W	5 th P.M.
NW 1/4	9	48N	32W	5 th P.M.
SW 1/4	4	48N	32W	5 th P.M.
SE 1/4	5	48N	32W	5 th P.M.
NE 1/4	5	48N	32W	5 th P.M.
SE 1/4	32	49N	32W	5 th P.M.

NE 1/4	32	49N	32W	5 th P.M.
SE 1/4	29	49N	32W	5 th P.M.
SW 1/4	29	49N	32W	5 th P.M.
NW 1/4	29	49N	32W	5 th P.M.
NE 1/4	30	49N	32W	5 th P.M.
SE 1/4	19	49N	32W	5 th P.M.
SW 1/4	19	49N	32W	5 th P.M.
NW 1/4	19	49N	32W	5 th P.M.
NE 1/4	24	49N	33W	5 th P.M.
SE 1/4	13	49N	33W	5 th P.M.
NE 1/4	13	49N	33W	5 th P.M.

Reserving unto Grantor, its successors and assigns, an easement for railroad and transportation purposes over, through and across a portion of the hereinabove described property, said portion extends northwesterly from a point at milepost 270.6, said point being 530 feet northwesterly, as measured along the centerline of the main track of said Branch, from the South Line of the Northwest Quarter of Section 21, Township 47 North, Range 31 West of the 5th Principal Meridian, to a point on the east right of way line of Missouri Highway No. 291 at milepost 271.65, said point being 1,485 feet northwesterly, as measured along the centerline of the main track of said Branch, from the East Line of the Southwest Quarter of Section 17, Township 47 North, Range 31 West of the 5th Principal Meridian, said portion being situate in, over and across the following legal subdivisions of Jackson County, Missouri:

NW 1/4	21	47N	31W	5 th P.M.
NE 1/4	20	47N	31W	5 th P.M.
SE 1/4	17	47N	31W	5 th P.M.
SW 1/4	17	47N	31W	5 th P.M.

Also reserving unto Grantor, its successors and assigns, an easement for signboard purposes over a portion of the hereinabove described property, said portion being the southwesterly 50 feet of the 175 feet wide railroad right of way located in the Northwest Sixteenth of the Southwest Quarter of Section 19, Township 49 North, Range 32 West, 5th Principal Meridian, Jackson County, Missouri.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.

Folder 0246306
March 30, 2016