

EXHIBIT QQ

Form of Replacement BNSF Property Deed

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF LINCOLN**, a Nebraska municipal corporation, whose mailing address is 555 South 10th Street, Lincoln, Nebraska 68508 Attn: City Attorney, hereinafter called "**Grantor**", for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it duly paid, the receipt whereof is hereby acknowledged, has quitclaimed, and by these presents does quitclaim without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, unto **BNSF RAILWAY COMPANY**, a Delaware corporation, of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "**Grantee**", and to its successors and assigns forever, all its right, title, interest, estate, claim and demand, if any, both at law and in equity of, in and to that real property (exclusive of any improvements thereon), subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, located in the County of Lancaster, State of Nebraska, hereinafter called "**Property**", being more particularly described on EXHIBIT A attached hereto and by this reference made a part hereof.

Grantee covenants and agrees as follows:

[Section (a) is subject to any changes to language in the Exchange Agreement]

(a) Grantee has been allowed to make an inspection of the Property. **GRANTEE IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance with laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the condition or existence of any above ground or underground structures or improvements; the condition of title to the Property, and the existence of any leases, easements, permits, orders, licenses, or other agreements, affecting the Property.

(b) Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Grantor or any agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing.

The covenants and agreements set forth in paragraphs (a) and (b), above, shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and its heirs, successors and assigns.

TO HAVE AND TO HOLD the Property unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, and its seal to be affixed hereto on the _____ day of _____, 201__.

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor of Lincoln

ACCEPTED:

BNSF Railway Company

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA

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§ ss.
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COUNTY OF _____

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for said County, personally came _____ and _____ of _____, a _____ corporation, to me personally known to be the _____ and _____, respectively, and are the identical persons whose names are affixed to the above conveyance, and acknowledged the acceptance thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at _____ in said county the day and year last above written.

Notary Public

My commission expires: _____

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 20__ by David P. Schneider and Patricia Zbichorski, as the General Director-Land Revenue Management and Assistant Secretary, respectively, of **BNSF Railway Company**, a Delaware corporation, on behalf of said corporation.

{Seal}

Notary Public

FORM APPROVED BY LAW

APPROVED LEGAL	
APPROVED FORM	
APPROVED	

EXHIBIT A
LEGAL DESCRIPTION

[Insert Approved Legal Description]