

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD FRIDAY, August 17, 2012 AT 3:00 P.M.

CITY-COUNTY BUILDING
555 S. 10TH STREET
CITY COUNCIL CHAMBERS ROOM 112
LINCOLN, NE 68508

1. Introductions and Notice of Open Meetings Law Posted by Door (Chair Beutler)

2. Public Comment and Time Limit Notification Announcement (Chair Beutler)

Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.

3. Approval of the minutes from the JPA meeting held August 3, 2012 (Chair Beutler)
➤ (Staff recommendation is for the JPA Board to approve the minutes as presented)

4. West Haymarket Progress Report (Paula Yancey)
➤ Public Comment

5. Approval of Payment Registers (Steve Hubka)
➤ Public Comment
➤ (Staff recommendation is for the JPA Board to approve the payment registers)

6. Review of the July 2012 Expenditure Reports (Steve Hubka)
➤ Public Comment

7. WH 12-49 Resolution to approve the Third Amendment to Exchange Agreement between the West Haymarket Joint Public Agency and BNSF Railway Company. (Rick Peo)
➤ Public Comment
➤ (Staff recommendation is for the JPA Board to approve the resolution)

8. WH 12-50 Resolution approving the adoption of the 2012-2013 JPA Operating Budget. (Steve Hubka)
➤ Public Comment
➤ (Staff recommendation is for the JPA Board to approve the resolution)

9. Set Next Meeting Date: Friday, September 7, 2012 at 3:00 p.m. in City Council Chambers Room 112

10. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)

Board Meeting

August 3, 2012

Meeting Began At: 3:00 P.M.

Meeting Ended At: 3:12 P.M.

Members Present: Chris Beutler, Eugene Carroll, Tim Clare

Item 1 -- Introductions and Notice of Open Meetings Law Posted by Door

Chair Beutler opened the meeting with introductions of the Board members. He advised that the open meetings law posted at the back of the room is in effect.

Item 2 -- Public Comment and Time Limit Notification

Chair Beutler welcomed public comment. He stated that individuals from the audience will be given a total of five minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record and sign in.

Item 3 -- Approval of the minutes from the JPA meeting held July 20, 2012

Beutler asked if there were any corrections or changes to the minutes of the July 20, 2012 meeting. Being none, Carroll moved approval of the minutes. Clare seconded the motion. Motion carried 3-0.

Item 4 -- WH 12-48 Resolution to approve the Special Purchase Contract Agreement between the West Haymarket Joint Public Agency and General Excavating Company regarding Haymarket Infrastructure Improvements, City Conduit System, pursuant to Quote No. 4099 for Project No. 870951

Chris Connolly, Assistant City Attorney, introduced this resolution for conduit installation in the Haymarket area. Fiber conduit will be installed along Canopy Drive on the east, Arena Drive on the west, and from 'N' Street on the south up to north of the arena to about 'A' Street where another connection takes the fiber to Memorial Stadium and onto the campus. There is some additional fiber on the connecting streets in the middle, but those will not go all the way through. They will go in far enough to give each property some connection.

There are four entities getting together to install conduit; including JPA, Time Warner Cable, LES, and Windstream. The expectation was that by joining forces one contractor could do all the installation at less cost and with fewer interruptions. Bids were sought through the Hawkins Contract, who is doing the rest of the core area roads. The one bid received was for \$465,000 while the engineer's estimate was for only \$270,000. All parties agreed they needed to come up with another approach. LES then suggested getting a quote from their day work contractor, which is General Excavating, proceeding with this as a special purchase under the County Purchasing Act – similar to what was done Amtrak Platform last year. General Excavating submitted a quote for \$168,000. Then it was advertised and three more quotes were submitted, with the lowest being \$327,000. So, GE has been selected to do the work. They will coordinate with the other three entities to do their work.

Clare asked about contingency plans if this pipe were to be damaged. Marvin responded that some pipe was laid earlier with the double roundabouts in front of the INS Building. There is redundancy in place for our needs. The actual studio to run graphics for game day is at Memorial Stadium so duplicate fiber is in place between the arena and stadium. There are other locations that could be rerouted, although maybe not immediately. Connolly added that Unite is managing two other connections to the loop downtown -- one about 8th and 'Q' and another at 7th and 'P' so there are some capabilities to move things around if needed. Adam Hoebelheinrich, PC Sports, clarified that this resolution is for conduit only. In a few months they will come back before the Board with a fiber package. That will address some of the redundancies in the system. The other entities will have their own conduits marked as such and have separate boxes.

Beutler asked for a comparison to the conduit currently installed relative to its capacity and quality, as well as its connection to the downtown fiber. Hoebelheinrich responded that it is standard practice 4" conduit that can handle several cables. Marvin added that the technology has changed – for example they started with 60 strands and now the standard is 128 strands. Capacity has expanded to more than double within a couple of years.

Carroll wanted to clarify that this connects to the downtown hotels. Hoebelheinrich confirmed it does and connects to the backbone of the City as desired.

Clare again asked if the bidding was competitive and what the savings were to the project. Connolly reiterated that the bids were competitive. Marvin reviewed that the original Hawkins Contract was \$465,000 and this was for \$168,000, so that savings is \$270,000.

There was no public comment. Clare moved approval of the resolution. Carroll seconded the motion. Motion carried 3-0.

Item 5 – Set Next Meeting Date

The next regular meeting date is Friday, August 17, 2012 at 3:00 p.m. in City Council Chambers Room 112.

Item 6 -- Motion to Adjourn

Carroll made a motion to adjourn the meeting. Clare seconded the motion. Motion carried 3-0. The meeting adjourned at 3:12 P.M.

Prepared by: Pam Gadeken, Public Works and Utilities

West Haymarket Joint Public Agency
 Payment Register
 7/1/2012 through 7/31/2012

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
77921	County/City Property Management	CITY CONTROLLER-JPA	06095	W Haymarket O & M	PV	1376379	50.56	07/04/12	474431
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1376381	29.09	07/04/12	474432
98642	Information Services	05/12 Data Processing	06095	W Haymarket O & M	PV	1376384	78.42	07/04/12	474433
598136	Charter Title & Escrow Serv	Iron Horse purchase WH00348	870908	WH Other Private Prop Acqstns	PV	1378343	1,193,538.75	07/10/12	23535
93323	Lincoln-Lancaster County Health Dept	#255201 Asbestos,660 N St	870903	WH Jaylynn Site Purchase	PV	1377291	285.00	07/11/12	474811
102154	Public Building Commission	Finance- Mark L 07/12	06095	W Haymarket O & M	PV	1378128	22.24	07/11/12	474812
102154	Public Building Commission	Finance- Mark L 07/12	06095	W Haymarket O & M	PV	1378128	204.62	07/11/12	474812
131481	Public Works Business Office	Benesch concrete testing	870302	WH "M"&"N" St,7th to 10th St	PV	1377292	308.00	07/11/12	474813
131481	Public Works Business Office	City Staff-Pam Gadeken	06095	W Haymarket O & M	PV	1378129	801.22	07/11/12	474813
594773	Alfred Benesch & Company	Remedial work,4/16-5/13/12	870601	WH NDEQ T-200	OV	1377297	841.70	07/11/12	474814
594773	Alfred Benesch & Company	Environmental,4/16-5/13/12	870604	WH Other/Miscellaneous	OV	1377301	18,165.16	07/11/12	474814
594773	Alfred Benesch & Company	Environmental,4/16-5/13/12	870603	WH Environmental Contngy Pln	OV	1377301	4,783.25	07/11/12	474814
594773	Alfred Benesch & Company	Environmental,4/16-5/13/12	870602	WH Voluntary Clean-up Program	OV	1377301	6,902.27	07/11/12	474814
35633	Constructors Inc	#702724 work 5/1-6/2/12	870302	WH "M"&"N" St,7th to 10th St	OV	1377294	69,798.54	07/12/12	54465
35633	Constructors Inc	Proj870302b,work 5/1-6/2/12	870302	WH "M"&"N" St,7th to 10th St	OV	1377295	196,935.98	07/12/12	54465
38391	Lincoln Journal Star	Cust#60016059	870100	WH Arena	PV	1377293	15.83	07/12/12	54473
593485	Thought District Inc	10-JPA-0007 On-Going Mgmt	06095	W Haymarket O & M	PV	1378133	2,000.00	07/12/12	54601
598136	Charter Title & Escrow Serv	File 123966C-Remaining Fee	870908	WH Other Private Prop Acqstns	PV	1380527	450.00	07/18/12	23553
82368	State of Nebraska	Monitoring#10620, May, 2012	870602	WH Voluntary Clean-up Program	PV	1379243	3,527.10	07/18/12	475249
96760	Petty Cash - Law	Filing of Ord#19721	870908	WH Other Private Prop Acqstns	PV	1379249	25.50	07/18/12	475250
127319	Urban Development	Reimburse for Arena activity	870302	WH "M"&"N" St,7th to 10th St	PV	1379245	386.15	07/18/12	475251
127319	Urban Development	Reimburse for Arena activity	870303	WH USPS Parking Lot Reconstctn	PV	1379245	7.16	07/18/12	475251
127319	Urban Development	Reimburse for Arena activity	870304	WH 10th & Salt Creek Road Impr	PV	1379245	92.26	07/18/12	475251
127319	Urban Development	Reimburse for Arena activity	870908	WH Other Private Prop Acqstns	PV	1379245	299.87	07/18/12	475251
127319	Urban Development	Reimburse for Arena activity	870903	WH Jaylynn Site Purchase	PV	1379245	23.06	07/18/12	475251
127319	Urban Development	Reimburse for Arena activity	870902	WH Alter Site Purchase	PV	1379245	115.34	07/18/12	475251
196867	Terracon Consultants Inc	Inspections,4/30-6/2/12	870100	WH Arena	OV	1379313	52,467.98	07/18/12	475252
594773	Alfred Benesch & Company	Remediation,5/14-6/10/12	870601	WH NDEQ T-200	OV	1379308	6,359.63	07/18/12	475253
594773	Alfred Benesch & Company	Remediation, 5/14-6/10/12	870602	WH Voluntary Clean-up Program	OV	1379309	11,998.43	07/18/12	475253
594773	Alfred Benesch & Company	Remediation 5/14-6/10/12	870603	WH Environmental Contngy Pln	OV	1379309	2,388.25	07/18/12	475253
594773	Alfred Benesch & Company	Remediation 5/14-6/10/12	870604	WH Other/Miscellaneous	OV	1379309	12,794.45	07/18/12	475253
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379174	202.50	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379174	25.25	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379174	95.00	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379174	118.50	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379174	129.00	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379176	188.00	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379176	15.00	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379176	96.75	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379176	483.75	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379176	325.00	07/19/12	54627
29823	Brown Traffic Products Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1379176	317.00	07/19/12	54627
38181	Judds Bros Construction Co	Final on proj##870303	870303	WH USPS Parking Lot Reconstctn	OV	1379316	55,864.06	07/19/12	54644
38181	Judds Bros Construction Co	Final on proj#870703	870703	WH Initial Haymarket Site Prep	OV	1379317	336,618.53	07/19/12	54644
90261	Stephens & Smith Construction Co Inc	Amtrak Pltfrm to 5/31/12	870906	WH Amtrak Station	OV	1379320	2,113.00	07/19/12	54689
596579	SMG	March,2012 consulting	870100	WH Arena	OV	1378179	5,000.00	07/19/12	54784
596579	SMG	Exps,2/29-3/3/12,Lorenz,Beneve	870100	WH Arena	PV	1378180	488.18	07/19/12	54784
596579	SMG	Exps, Rosenblum,2/29-3/3/12	870100	WH Arena	PV	1378181	503.81	07/19/12	54784
596608	M A Mortenson Company	June,2012 Scheduling servs	870000	WH General Coordination	OV	1379319	16,666.00	07/19/12	54785
596608	M A Mortenson Company	Arena work to 6/30/12	870100	WH Arena	OV	1379321	4,810,782.00	07/19/12	54785
596877	Olsson Associates	Worked 5/6-6/9/12	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1378178	36,012.08	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870305	WH Core Area Roadway & Utility	OV	1378178	22,026.76	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870202	WH Parking Garage #1	OV	1378178	29,095.00	07/19/12	54786

West Haymarket Joint Public Agency
 Payment Register
 7/1/2012 through 7/31/2012

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
596877	Olsson Associates	Worked 5/6-6/9/12	870951	WH ITS & Dynamic Message Signs	OV	1378178	349.00	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870000	WH General Coordination	OV	1378178	59,144.49	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870308	WH Sun Valley Blvd & West "O"	OV	1378178	372.00	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870952	WH Community Space & Civic Art	OV	1378178	1,140.00	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870703	WH Initial Haymarket Site Prep	OV	1378178	39,081.54	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870302	WH "M"&"N" St,7th to 10th St	OV	1378178	28,800.64	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870306	WH Traffic Analysis	OV	1378178	1,350.00	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870307	WH Streetscape	OV	1378178	12,444.93	07/19/12	54786
596877	Olsson Associates	Worked 5/6-6/9/12	870906	WH Amtrak Station	OV	1378178	4,536.20	07/19/12	54786
598263	PC Sports LLC	June, 2012 Arena mgmt	870000	WH General Coordination	OV	1379272	68,050.00	07/19/12	54797
598263	PC Sports LLC	June,2012 program mgmt	870100	WH Arena	OV	1379272	30,450.00	07/19/12	54797
76881	Windstream	Billing #402-477-6387	06095	W Haymarket O & M	PV	1379743	142.10	07/25/12	475716
77921	County/City Property Management	June,2012 Amtrak Station	06095	W Haymarket O & M	PV	1379744	346.56	07/25/12	475717
77921	County/City Property Management	CITY CONTROLLER-JPA	06095	W Haymarket O & M	PV	1381110	49.32	07/25/12	475717
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1381112	37.62	07/25/12	475718
98642	Information Services	06/12 Data Processing	06095	W Haymarket O & M	PV	1381113	78.42	07/25/12	475719
125330	NECO Inc	Jul-Sep 12 Alarm Services	06095	W Haymarket O & M	PV	1379746	102.60	07/25/12	475720
324566	Union Bank & Trust Company	Annual Admin JPA Series 2010B	195021	JPA 2010B/C Debt Service	PV	1381115	424.00	07/25/12	475721
83037	AmSan LLC	Account 493701	06095	W Haymarket O & M	PV	1379745	140.96	07/26/12	54874
591846	Marvin Investment Management Co	Program Admin 5/16/12-6/15/12	06095	W Haymarket O & M	PV	1381116	7,067.00	07/26/12	55009
Grand total							7,156,968.36		

West Haymarket Joint Public Agency
 Public Works Engineering Costs
 7/1/2012 through 7/31/2012

Description	Fund	Project	Description	Do Ty	Document Number	Object	Sub	Amount	G/L Date
Design Engineering	00951	870000	WH General Coordination	EU	344383	6153	130	503.76	07/12/12
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU	344383	6153	130	31.44	07/12/12
Design Engineering	00951	870306	WH Traffic Analysis	EU	344383	6153	130	1,118.04	07/12/12
Observer/Inspections	00951	870302	WH "M"&"N" St, 7th to 10th St	EU	345342	6153	325	130.13	07/26/12
Design Engineering	00951	870951	WH ITS & Dynamic Message Signs	EU	345342	6153	130	278.08	07/26/12

Grand total								2,061.45	

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of July 31, 2012

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870000 WH General Coordination	6,674,522	4,673,449	2,293,332	292,259-		292,259-

70090	West Haymarket Park	6,674,522	4,673,449	2,293,332	292,259-		292,259-

70091	Arena						
	870100 WH Arena	178,107,742	52,664,884	119,689,848	5,753,010		5,753,010
	870101 WH Arena Contingency	5,143,925			5,143,925		5,143,925
	870203 WH Arena Parking Garage	698,599	551,143	174,651	27,195-		27,195-

70091	Arena	183,950,266	53,216,027	119,864,499	10,869,740		10,869,740

70092	Parking						
	870201 WH HymktPkLot,FestSp&PedGrdStr	13,080,079	753,356	812,754	11,513,969		11,513,969
	870202 WH Parking Garage #1	15,066,244	478,616	13,514,848	1,072,780		1,072,780
	870204 WH Parking Garage #2	232,000	202,711	29,003	286		286

70092	Parking	28,378,323	1,434,683	14,356,605	12,587,035		12,587,035

70093	Roads						
	870301 WH Charleston Bridge/Roadway	264,403	252,015	381,969	369,581-		369,581-
	870302 WH "M"&"N" St,7th to 10th St	2,818,574	2,325,672	1,165,769	672,867-		672,867-
	870303 WH USPS Parking Lot Reconstctn	713,947	696,054	2,124	15,769		15,769
	870304 WH 10th & Salt Creek Road Impr	3,420,647	3,418,791	7,927	6,071-		6,071-
	870305 WH Core Area Roadway & Utility	13,531,642	841,661	135,246	12,554,735		12,554,735
	870306 WH Traffic Analysis	125,095	61,796	26,492	36,807		36,807
	870307 WH Streetscape	405,706	246,333	160,288	915-		915-
	870308 WH Sun Valley Blvd & West "O"	40,000	23,496	15,875	629		629

70093	Roads	21,320,014	7,865,818	1,895,690	11,558,506		11,558,506

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of July 31, 2012

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70094	Pedestrian Ways						
	870401 WH Plaza						
	870402 WH Canopy Phase II	1,000,000	22		999,978		999,978

70094	Pedestrian Ways	1,000,000	22		999,978		999,978
70095	Utilities						
	870501 WH Sanitary Sewer Relocation	1,492,905	1,492,905				
	870502 WH Fiber Optic Comm & Other	650,880	506,035	31,547	113,298		113,298

70095	Utilities	2,143,785	1,998,940	31,547	113,298		113,298
70096	Environmental						
	870601 WH NDEQ T-200	2,276,402	1,573,613	30,766	672,023	80,945	752,968
	870602 WH Voluntary Clean-up Program	1,725,156	680,714	91,353	953,089		953,089
	870603 WH Environmental Contngy Pln	2,124,947	1,182,894	3,393	938,660		938,660
	870604 WH Other/Miscellaneous	525,600	539,441	476,038	489,879-		489,879-
	870605 WH Canopy Phase I-Lead Abatemt	80,000			80,000		80,000

70096	Environmental	6,732,105	3,976,662	601,550	2,153,893	80,945	2,234,838
70097	Dirt Moving						
	870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF	2,305,770			2,305,770		2,305,770
	870703 WH Initial Haymarket Site Prep	6,730,240	6,063,894	63,260	603,086		603,086
	870704 WH Other Stormwater Mitigation						

70097	Dirt Moving	9,036,010	6,063,894	63,260	2,908,856		2,908,856
70098	TIF Improvements						
	870800 WH TIF Improvements						

70098	TIF Improvements						

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of July 31, 2012

	Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal
70099 Site Purchase						
870901 WH BNSF Land Acquisition	1,051,078	1,054,365		3,287-		3,287-
870902 WH Alter Site Purchase	4,860,881	4,060,549		800,332		800,332
870903 WH Jaylynn Site Purchase	1,796,652	1,700,097		96,555		96,555
870904 WH UP Site Purchase	1,326,248	1,326,248				
870905 WH BNSF Const, Rehab, Reloc	47,961,214	50,224,377		2,263,163-		2,263,163-
870906 WH Amtrak Station	2,338,345	2,262,948	140,609	65,212-		65,212-
870907 WH UP Track Mod West of Bridge	1,236,000	1,166,994		69,006		69,006
870908 WH Other Private Prop Acqstns	1,880,587	1,873,061	146,026	138,500-		138,500-
70099 Site Purchase	62,451,005	63,668,639	286,635	1,504,269-		1,504,269-
70100 Other Costs						
870951 WH ITS & Dynamic Message Signs	1,826,827	91,699	84,836	1,650,292		1,650,292
870952 WH Community Space & Civic Art	1,500,000	45,206	21,579	1,433,215		1,433,215
70100 Other Costs	3,326,827	136,905	106,415	3,083,507		3,083,507
70105 Bond Related Costs						
870975 WH Miscellaneous	5,160,000			5,160,000		5,160,000
870976 WH Line of Credit		53,227		53,227-		53,227-
870977 WH Series 1 JPA Debt		1,535,168		1,535,168-		1,535,168-
870978 WH Series 2 JPA Debt		1,221,802		1,221,802-		1,221,802-
870979 WH Series 3 JPA Debt		577,661		577,661-		577,661-
870980 WH Series 4 JPA Debt		1,243,825		1,243,825-		1,243,825-
70105 Bond Related Costs	5,160,000	4,631,683		528,317		528,317
00951 West Haymarket Capital Proj	330,172,857	147,666,722	139,499,533	43,006,602	80,945	43,087,547

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of July 31, 2012

00950 West Haymarket Reven
 06095 W Haymarket O & M

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE

00950 West Haymarket Revenue						
06095 W Haymarket O & M						
11 Materials & Supplies						
5221 Office Supplies	250			250		250
5261 Postage	1,000			1,000	1,371	371-
5323 Bldg Maint Supplies					141	141-

11 Materials & Supplies	1,250			1,250	1,512	262-
12 Other Services & Charges						
5621 Misc Contractual Services	428,698			428,698	289,830	138,868
5624 Auditing Service	15,000			15,000	15,000	
5631 Data Processing Service	10,855			10,855	943	9,912
5633 Software	1,000			1,000	999	1
5637 Engineering & Design	1,828,566			1,828,566	546,523	1,282,043
5643 Management Services	95,043			95,043	81,929	13,114
5683.05 Fire Alarm Monitor					103	103-
5762 Photocopying	500			500	191	309
5763 Printing	500			500	171	329
5794 Public Officials	30,000			30,000		30,000
5829 Telephone					142	142-
5870 Other Bldg Maintenance					347	347-
5928 Rent of Co/City Bldg Space	2,456			2,456	2,251	205
5931 Parking Rent Bldg Comm	267			267	245	22
5952 Advertising/Media Serv	2,850			2,850	1,631	1,219

12 Other Services & Charges	2,415,735			2,415,735	940,305	1,475,430

06095 W Haymarket O & M	2,416,985			2,416,985	941,817	1,475,168

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of July 31, 2012

2
08/03/12
13:13:55

00950 West Haymarket Reven
195011 JPA 2010A Debt Servi

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE

195011 JPA 2010A Debt Servic						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg					524	524-
6235 Bd Trustee Pmt-Interest	4,651,510			4,651,510	4,651,510	

15 Debt Service	4,651,510			4,651,510	4,652,034	524-

195011 JPA 2010A Debt Servic	4,651,510			4,651,510	4,652,034	524-

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of July 31, 2012

3
08/03/12
13:13:55

00950 West Haymarket Reven
195021 JPA 2010B/C Debt Ser

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----	-----
195021 JPA 2010B/C Debt Serv						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg					848	848-
6235 Bd Trustee Pmt-Interest	5,874,323			5,874,323	5,874,323	
-----	-----	-----	-----	-----	-----	-----
15 Debt Service	5,874,323			5,874,323	5,875,171	848-
-----	-----	-----	-----	-----	-----	-----
195021 JPA 2010B/C Debt Serv	5,874,323			5,874,323	5,875,171	848-

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of July 31, 2012

4
08/03/12
13:13:55

00950 West Haymarket Reven
195031 JPA 2011 Debt Servic

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----	-----
195031 JPA 2011 Debt Service						
15 Debt Service						
6235 Bd Trustee Pmt-Interest	3,711,614			3,711,614	3,711,614	
-----	-----	-----	-----	-----	-----	-----
15 Debt Service	3,711,614			3,711,614	3,711,614	
-----	-----	-----	-----	-----	-----	-----
195031 JPA 2011 Debt Service	3,711,614			3,711,614	3,711,614	
-----	-----	-----	-----	-----	-----	-----
00950 West Haymarket Revenue	16,654,432			16,654,432	15,180,636	1,473,796

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public

2 Agency:

3 That the Third Amendment to Exchange Agreement between the West Haymarket Joint
4 Public Agency and BNSF Railway Company with regard to the date for Final Closing, Easement
5 for 2nd and J Street Parcel, and the Hill Street Backtrack, is hereby approved and the Chairperson
6 of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to
7 execute said Third Amendment to Exchange Agreement on behalf of the West Haymarket Joint
8 Public Agency.

9 The City Clerk is directed to return a copy of this Resolution and the Contract Agreement
10 to Rick Peo, Chief Assistant City Attorney for transmittal to BNSF.

11 Adopted this _____ day of _____, 2012.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

THIRD AMENDMENT TO EXCHANGE AGREEMENT

THIS THIRD AMENDMENT TO EXCHANGE AGREEMENT ("**Third Amendment**") is dated to be effective the _____ day of _____, 2012 (the "**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), and the **WEST HAYMARKET JOINT PUBLIC AGENCY**, a political subdivision of the State of Nebraska created by the Nebraska Joint Public Agency Act, Neb. Rev. Stat. § 13-2501 *et seq.* ("**JPA**").

RECITALS

A. In an effort to strengthen the long-term economic and physical viability of the West Haymarket District and Downtown Lincoln, and in support of the plans of the City (defined below) and JPA to construct entertainment, recreation, lodging, offices, retail and/or other complementary and/or supporting facilities (collectively, the "**West Haymarket Project**"), BNSF and the City of Lincoln, Nebraska, a Nebraska municipal corporation ("**City**") entered into, among other agreements, that certain: (i) Master Development Agreement dated October 18, 2010 (as amended from time to time, the "**Master Agreement**"), (ii) Exchange Agreement dated October 18, 2010 (as amended from time to time, the "**Exchange Agreement**") and (iii) Construction and Maintenance Agreement dated October 18, 2010 (as amended from time to time, the "**C&M Agreement**").

B. Pursuant to the provisions of that certain Consent to Assignment and Assumption Agreement dated October 19, 2010, BNSF consented to City's assignment and transfer of its right, title and interest in and to the Exchange Agreement to JPA.

C. BNSF and JPA desire to amend the Exchange Agreement to, among other things, modify the dates for the Forth and Fifth BNSF Closing, all as set forth below.

AGREEMENTS

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I. Final Closing. BNSF and JPA acknowledge and agree to combine the Fourth City Closing and the Fifth City Closing (collectively, the "**Final Closing**") and that the date for Final Closing shall be September 12, 2012 ("**Final Closing Date**"), subject to either party's right to extend same for up to ten (10) days by written notice to the other party. Notwithstanding the foregoing, BNSF's and City's obligations to close on the Final Closing and are contingent upon the satisfaction of the conditions precedent listed in Sections 8.11 - 8.13 of the Exchange Agreement.

Article II. Easement for 2nd & J Street Parcel. In accordance with the Master Agreement and the Exchange Agreement, BNSF and JPA acknowledge and agree that BNSF should have an easement over a portion of JPA property sometimes referred to as the "2nd & J Street parcel", as: (i) the public crossing at that location has been closed, (ii) several BNSF tracks cross that parcel and (iii) BNSF has granted utility easements to the JPA over such parcel. The 2nd & J Street parcel is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference. The easement granted by the JPA to BNSF at the Second BNSF Closing was to have included an easement grant over the 2nd & J Street parcel. However, the legal description for the 2nd and J Street parcel was unintentionally omitted from the easement. The timeline for the specific conveyances is set forth below:

- 8-23-10 The City Council vacates various street rights-of-way, including the 2nd & J Street parcel, by Ordinance 19435, Vacation 1007. As adjacent property owner, BNSF obtains interest in the 2nd & J Street parcel upon vacation.

- 2-1-11 BNSF quitclaims its interest in the vacated street rights-of-way, including the 2nd & J Street parcel, to the JPA by quitclaim deed (recorded 2-2-11 as Inst. 2011005873)
- 2-1-11 The JPA quitclaims an easement over certain property to BNSF (recorded 2-2-11 as Inst. 2011005871). The JPA's easement to BNSF inadvertently fails to include the legal description for the 2nd & J Street parcel.
- 2-1-11 BNSF quitclaims permanent utility easements to the JPA over the 2nd & J Street parcel for 2 pipelines and 1 electric line (recorded 2-2-11 as Inst. Nos. 2011005878, 2011005891 and 2011005892).

In order to correct the unintentional omission of the legal description of the 2nd and J Street parcel from the JPA's easement grant to BNSF, as part of the Final Closing the parties agree to execute and record an easement from the JPA to BNSF over the 2nd & J Street parcel legal description, which easement will relate back to February 1, 2011.

Article III. Hill Street Backtrack.

A. BNSF must construct a new siding track (the "**Hill Street Backtrack**") on City property in order to replace certain yard tracks that were removed as part of the West Haymarket Project. The City and BNSF have reached agreement on the location of the Hill Street Backtrack, and have negotiated the terms and conditions of that certain Temporary Occupancy Permit and Option to Purchase Easement (the "**TOPOP**") in connection with the City's grant of permanent and temporary construction easements to BNSF for the construction of the Hill Street Backtrack. The form of TOPOP is attached hereto as Exhibit "B".

B. The parties acknowledge and agree that the costs of constructing the track and electrical service components of the Hill Street Backtrack are part of the Included BNSF Work (as defined in the Master Agreement) shown on Exhibit X-1 attached to the Master Agreement. Notwithstanding the foregoing, however, the parties further acknowledge and agree that the Fee of \$6,239.82 and the Purchase Price of \$39,853.76 (both as defined and described in the TOPOP) to be paid to the City for the Temporary Occupancy Permit and the Permanent Easement, respectively (also both as defined as described in the TOPOP) over City property for the location of the Hill Street Backtrack are deemed to be BNSF Additional City Cost Work for which the JPA is responsible under the Master Agreement.

C. The City and BNSF agree to execute the TOPOP as soon as reasonably possible, but in any event no later than the Final Closing Date, so that BNSF can commence construction activities related to the Hill Street Backtrack. The JPA shall reasonably cooperate with the City and BNSF in the execution of the TOPOP, and in addition shall reimburse BNSF for the Fee and, if the Option to Purchase Easement is exercised the Purchase Price paid to the City for the Temporary Occupancy Permit and the Permanent Easement, such reimbursement to be included on the settlement statement as a payment to be made to BNSF at the Final Closing.

Article IV. No Waiver. JPA expressly acknowledges and agrees that BNSF's agreement to enter into this Third Amendment shall not be deemed to waive any of BNSF's rights under the Master Agreement, the Exchange Agreement, the C&M Agreement and/or any or all other agreements entered into by the Parties in connection with the West Haymarket Project (collectively, the "**West Haymarket Project Agreements**"). BNSF expressly reserves all of its rights under the Master Agreement, the Exchange Agreement, the C&M Agreement and all other West Haymarket Project Agreements, and BNSF's execution of this Third Amendment is not to be construed as a waiver of any such rights.

Article V. Ratification. Except as expressly modified by this Third Amendment, all of the terms and provisions of the Exchange Agreement are hereby reaffirmed and remain in full force and effect. As of the Effective Date, this Third Amendment shall constitute a part of the Exchange Agreement. All capitalized terms in this Third Amendment shall have the same meaning as given in the Exchange Agreement unless otherwise specifically defined herein. In the event there is a conflict between the terms and provisions of the Exchange Agreement and the terms and provisions of this Third Amendment, the terms and provisions of this Third

Amendment shall control.

Article VI. Miscellaneous. This Third Amendment (i) shall be binding upon and inure to the benefit of BNSF and JPA and their respective legal representatives, successors and assigns; (ii) may be modified or amended only by a writing signed by each party hereto; and (iii) may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Third Amendment may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, BNSF and JPA have executed this Third Amendment to the Exchange Agreement as of the date below each party's signature; to be effective, however, as of the Effective Date.

BNSF:

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

JPA:

West Haymarket Joint Public Agency, a Nebraska joint public agency

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTED AND AGREED AS TO ARTICLE III ABOVE:

CITY:

City of Lincoln, Nebraska, a Nebraska municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

Legal Description of 2nd & J Parcel

A legal description for a tract of land composed of a portion of the J Street intersection with South 2nd Street and South 2nd Street right-of-way from approximately the north right-of-way line of J Street to 142 feet south of the south right-of-way line of J Street, located in the Northeast Quarter of Section 26, Township 10 North, Range 6 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

From the point of beginning at the northeast corner of Lot 1, Block 137, Lincoln Original Plat; thence continuing northeasterly on a straight line to the southwest corner of Lot 7, Block 111, Lincoln Original Plat; thence continuing south on a straight line to the northwest corner of Lot 6, Block 136, Lincoln Original Plat; thence continuing along the west lot line of said Lot 6 to the southwest corner of Lot 6, Block 136, Lincoln Original Plat; thence continuing westerly on a straight line to the southeast corner of Lot 1, Block 137, Lincoln Original Plat; thence continuing along the east line of said Lot 1 to the point of beginning. Said tract contains a calculated area of 20,199.88 square feet or 0.46 acres, more or less.

EXHIBIT "B"
Form of TOPOP

[see attached]

TEMPORARY OCCUPANCY PERMIT AND OPTION TO PURCHASE EASEMENT

THIS TEMPORARY OCCUPANCY PERMIT AND OPTION TO PURCHASE EASEMENT AGREEMENT ("AGREEMENT") IS A LEGALLY ENFORCEABLE AGREEMENT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

1. Permit.

a. In exchange for a permit fee ("Fee") of **Six Thousand Two Hundred Thirty Nine and 82/100 dollars (\$6,239.82)**, **City of Lincoln, a Municipal corporation ("Seller")** hereby grants to **BNSF RAILWAY COMPANY, a Delaware corporation ("Buyer")**, a **TEMPORARY OCCUPANCY PERMIT ("Permit")** for accessing, testing, surveying, excavation, removal of soils, construction and general railroad operations on, across, under, and through certain property located in the County of Lancaster, State of Nebraska, containing approximately 47,998.6 square feet (the "**Property**") and being further described in **Exhibit "B-1"** (Permanent Easements) and **Exhibit "B-2"** (Temporary Construction Easements) **which are attached hereto and made a part hereof.**

b. Temporary occupancy of the Property pursuant to the Permit granted under Section 1a shall be granted from Seller to Buyer from the Effective Date (as hereinafter defined) of this Agreement for an initial term (the "**Initial Term**") commencing on the Effective Date of this Agreement and expiring (subject to extension as provided in Section 1c below) on the sooner of: (i) one hundred and eighty (180) days after the Effective Date of this Agreement, or (ii) the date Buyer acquires certain easement interests in the Property from Seller pursuant to the Closing (as hereinafter defined), assuming that Buyer exercises the Option as defined and described in Section 2 below.

c. Buyer shall have the right to extend the Initial Term for an additional One Hundred Eighty (180) days (the "**Extended Term**") upon written notice and payment at any time prior to expiration of the Initial Term of an additional fee of **Six Thousand Two Hundred Thirty Nine and 82/100 dollars (\$6,239.82)** ("**Extension Fee**").

d. "**Term**" as used in this Agreement refers to the Initial Term and, if this Agreement is extended, the Extended Term.

2. Option to Purchase. Additionally, in consideration of the Fee, Seller hereby grants to the Buyer an **OPTION TO PURCHASE ("Option")**, a permanent easement ("**Easement**") upon, across and over the Property described in Exhibit "B-1". If Buyer exercises the Option and the parties proceed to Closing, the Easement will be conveyed from Seller to Buyer subject to all liens, claims, easements, rights-of-way, reservations, restrictions, encroachments, tenancies, oil, gas or mineral leases and any other encumbrances on the mineral estate and any other encumbrances of whatsoever nature (collectively, the "**Encumbrances**") appearing in the Title Commitment (as hereinafter defined). The description of the Property (or portion of the Property as specified by Buyer in Buyer's exercise of the Option) over which Buyer is obtaining the Easement is referred to as the "**Easement Area**". The Easement Area shall be more particularly described by Buyer's surveyor on the Survey (as hereinafter defined) and such legal description shall be used in Attachment "A" of the Easement issued at Closing, on the terms and conditions as follows:

a. The Fee, which shall be payable directly to Seller upon execution, shall not be refundable. If the Term of this Agreement is extended by Buyer pursuant to payment of the Extension Fee, the Extension shall also be paid to Seller and shall not be refundable. If the Option is exercised and the purchase and sale of the Easement as described herein from Seller to Buyer is Closed, that portion of the Fee (and the Extension Fee, as applicable) attributable to the 14,926.5 square feet of the property described in the Permanent Easement (Exhibit B-1) divided by the 47,998.6 square feet of the property described in the Permit ("Credit") shall be applied to the Purchase Price (as hereinafter defined).

b. The purchase price ("**Purchase Price**") for the Easement shall be **Thirty Nine Thousand Eight Hundred Fifty-Three and 76/100 dollars (\$39,853.76)** payable in cash at Closing.

c. The Option must be exercised in writing on or before the expiration of the Term by the mailing of a notice ("Exercise of Option"), the form of which is attached hereto as Exhibit A and made a part hereof, by certified mail, return receipt requested, or by commercial delivery service, addressed to Seller at the address set forth beneath Seller's signature below. Seller acknowledges and agrees that the execution of the attached Exercise of Option form by Buyer is sufficient documentary evidence of Buyer's exercise of the Option granted by this Agreement. Buyer has no obligation to exercise the Option.

3. Tax-Deferred Exchange. Buyer may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Buyer to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Buyer shall provide Seller with a "Notice of Assignment," in the form attached hereto as **Exhibit "C"**, and Seller shall execute an acknowledgement of receipt of such notice. Seller may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Seller to effect an exchange under Section 1031 of the Internal of Revenue Code. Seller agrees to fully cooperate with Buyer to permit Buyer to accomplish a tax-deferred exchange, but at no additional expense or liability to Seller for such tax-deferred exchange, and with no delay in the Closing. Seller's cooperation will include, without limitation, executing such supplemental documents as Buyer may reasonably request. Seller agrees that Buyer may use its standard form of "Assignment of Rights," attached hereto as **Exhibit "D"**, in connection with any tax-deferred exchange.

4. Review of Property. During the Term of this Agreement:

a. Buyer may obtain, at Buyer's cost and expense, a commitment for title insurance and legible copies of all exception documents noted therein ("Title Commitment"), issued by **Titlecore**, or such other title company as may be acceptable to Buyer ("Title Company"), setting forth the status of title to the Property and all Encumbrances thereon.

b. Buyer may obtain, at Buyer's cost and expense, a current on-the-ground staked survey of the Easement Area and the Property ("**Survey**"), prepared by a surveyor acceptable to Buyer, consisting of a plat and field notes describing the Easement Area and the Property and containing a certification acceptable to Buyer.

c. Buyer shall have the right, at its sole cost and expense, to inspect the Property and to conduct such tests, surveys, and other studies as Buyer may deem necessary or desirable to fully evaluate the Property, including without limitation environmental site assessments of the Property. Buyer agrees to conduct all such activities in compliance with applicable federal, state, and local laws, rules and regulations, including obtaining any necessary and applicable permits, approvals, or notifications. Upon completion of such activities, Buyer agrees to properly abandon any wells, remove all equipment utilized by Buyer or its employees, agents, and contractors or other duly authorized representatives or designees, and restore the Property as nearly as possible to its original condition. **Nothing contained in this agreement shall be deemed to a submission by Buyer to the jurisdiction of any state or local body or a waiver of the preemptive effect of any state or federal law.**

d. To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless Seller, its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement that results in any claim for damage, including without limitation, any bodily injury, sickness, disease, death, or damage to tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the acts or omission of Buyer or its employees, agents, and contractors or other duly authorized representatives or designees. This section will not require Buyer to indemnify or hold harmless Seller, its officers, agents, and employees for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Seller, its officers, agents, and employees.

e. In the event Buyer is not satisfied, in Buyer's sole and absolute discretion, with any aspect of the Property or any title matters disclosed by the Title Commitment or Survey, Buyer may terminate this Agreement by giving notice thereof to Seller on or before the expiration of the Term. Upon such termination, Buyer shall have no further obligations under this Agreement.

5. Closing. If Buyer exercises the Option under this Agreement, the closing of the purchase and sale ("**Closing**") of the Easement described herein from Seller to Buyer will occur through the offices of the Title

Company, located at 1640 Normandy Court Ste C, Lincoln NE 68512, within 15 business days after the exercise of the Option or at such other time and place as may be agreed in writing by Buyer and Seller (the "**Closing Date**").

a. At the Closing, Seller agrees to, at Seller's sole cost and expense, deliver or cause to be delivered to Buyer:

(i) A recordable Easement ("**Easement Instrument**") in substantially the same form and substance as the Easement attached hereto as **Exhibit "E"** and incorporated herein by reference. The Easement Instrument shall be fully executed and acknowledged by Seller and shall convey to Buyer the Easement over the Easement Area, subject to the Encumbrances;

(ii) An affidavit that Seller is not a foreign person under Section 1445 of the Internal Revenue Code of 1986, as amended; and

(iii) Such other documents as are reasonably necessary and customary to consummate the transaction contemplated in this Agreement, including without limitation any documents reasonably required by the Title Company so that it can issue the Title Policy (as hereinafter defined).

b. At the Closing, Buyer shall deliver or cause to be delivered to Title Company federally wired funds or a certified or cashier's check or such other means of funding acceptable to Title Company in the amount of the Purchase Price, less the Credit and subject to prorations and closing costs as specified herein (the "Balance Due"). Upon satisfaction of all conditions to Closing specified herein and subject to closing costs and prorations specified herein, the Balance Due shall be released from escrow and delivered to Seller in payment of the Purchase Price.

c. Seller and Buyer shall each pay their respective attorney's fees. Buyer shall pay all of the escrow and recording fees.

d. At Closing, Title Company shall issue to Buyer, at Buyer's sole cost and expense, a Standard Form Policy of Title Insurance ("**Title Policy**") for the Easement in the amount of the Purchase Price, subject to the Encumbrances.

e. At the Closing, Seller shall deliver to Buyer actual possession of the Easement Area, subject to the Encumbrances.

6. Representations and Warranties. In addition to the representations and warranties contained in other sections of the Agreement, Seller hereby makes representations and warranties listed below, which are as of the Effective Date of this Agreement and shall survive the Closing. If any warranty or representation changes prior to the exercise of this Option, or prior to Closing if Buyer exercises the Option, Seller must notify Buyer immediately upon Seller's knowledge of said change.

a. Seller warrants and represents to Buyer that Seller is sole owner of good and marketable fee simple title to the Property, subject to the Encumbrances.

b. Seller warrants and represents to Buyer that the person(s) executing this Agreement and any and all documents regarding the Property on behalf of Seller have the full legal power, right, and actual authority to bind both the Seller and the Property, and no permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate this transaction.

c. This Agreement and all documents to be executed and delivered by Seller at Closing are and at the Closing will be duly executed and delivered, and are and at the Closing will be legal, valid, and binding obligations of Seller, and do not and at the Closing will not violate any provisions of any agreement to which Seller as a party or to which Seller is subject.

d. From and after the Effective Date until the Closing, Seller shall not create or suffer any additional Encumbrances with respect to the Property whatsoever without Buyer's prior written approval, which approval may be withheld in Buyer's sole discretion.

e. Seller's representations shall continue to be true at the time of Closing and shall survive the Closing. If any warranty or representation changes or is untrue at the Closing Date, then Buyer may terminate this Agreement upon notice to Seller, and upon such termination, Buyer shall have no further obligations under this Agreement.

7. **Condemnation.** If the Property or any portion becomes subject to a taking by virtue of eminent domain to any extent whatsoever prior to Closing, this Agreement may be terminated at the option of Buyer. Should Buyer elect to proceed to Closing, Buyer shall be entitled to the condemnation proceeds relating to the taking of the Buyer's easement interest in the Property.

8. **Default.** Seller will be in default of this Agreement if (i) it fails or refuses to grant and convey the Easement as described herein to Buyer at the Closing, or it (ii) fails to perform any of its other obligations either before or at the Closing and such failure is not cured within five (5) business days after written notice from Buyer. If Seller is in default, then Buyer is entitled either to (i) enforce specific performance of Seller's obligations under this Agreement with respect to the Easement; or (ii) to terminate this Agreement by giving written notice to Seller before or at the Closing, whereupon neither party will have any further rights or obligations under this Agreement.

9. **Notices.** All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand or messenger or courier service) or may be sent by certified or registered mail or overnight express mail, with postage prepaid, and shall be deemed sufficiently given and served in a manner specified in this Section. The address set forth below shall be that party's address for purposes of giving notice. Either party may, by written notice to the other, specify a different or additional address for notice purposes.

If to Seller:

City of Lincoln, Nebraska
Attention: Clint W. Thomas
555 South 10th Street
Lincoln, NE 68508
Tel: (402) 441-7569

If to Buyer:

BNSF Railway Company
Attention: Rebeca Ortiz
2500 Lou Menk Drive AOB
Fort Worth, TX 76137
Tel: (817) 352-6466
Fax: (817) 352-7797

10. **Assignment.** Buyer shall have the right to assign, sublease, or transfer this Agreement without Seller's consent.

11. **Miscellaneous.**

a. Seller and Buyer agree to act in good faith and use diligence in completing the terms of this Agreement. This instrument shall be binding upon the heirs, executors, administrators, successors or assigns of the undersigned and shall inure to the benefit of BNSF RAILWAY COMPANY, its successors and assigns.

b. This Agreement contains the entire agreement between Seller and Buyer with respect to the Property and, except as set forth in this Agreement, neither Seller, nor Seller's agents or employees have made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Property.

c. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts

of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however, that any signature pages transmitted by facsimile shall nevertheless be followed by the exchange of hard copy originals.

d. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

e. If suit shall be successfully brought for breach of any covenant or agreement herein contained, the prevailing party shall be entitled to recover all costs and expenses of suit, including, but not limited to, reasonable attorneys' fees.

f. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

g. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

h. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED SELLER HEREBY AGREES TO SELL AND CONVEY THE ABOVE MENTIONED EASEMENT RIGHTS IN THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

This Agreement is made and entered into as of the date of execution by the last to sign of the Seller and the Buyer (the "Effective Date").

SELLER:

BUYER:

City of Lincoln Nebraska,
a Municipal corporation

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Title: _____
Tax I.D. _____
Date: _____

By: _____
Title: _____
Date: _____

Address:
555 S 10th
Lincoln, NE 68508

Address:
2500 Lou Menk Dr. AOB
Fort Worth, TX 76137

Attn: Clint W. Thomas
Tel: 402-441-7569
Fax: 402-441-8711

Attn: Rebeca Ortiz
Tel: 817-352-6466
Fax: 817-352-7797

Exhibit "A"

EXERCISE OF OPTION

The undersigned hereby exercises the Option to purchase the Easement described in that Temporary Occupancy Permit and Option to Buyer dated _____, by and between **City of Lincoln, a Municipal corporation**, as Seller, and BNSF Railway Company, as Buyer.

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS
COUNTY OF TARRANT)

On this ____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared _____ personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, on oath stated that he was authorized to execute said instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public in and for the
State of _____
Residing at _____
My Commission Expires _____

EXHIBIT "B-1"

Legal Descriptions (Permanent Easements)

1 - LEGAL DESCRIPTION – PERM. EASE.

A PART OF THE EXISTING CITY OF LINCOLN PROPERTY COMPOSED OF A PART OF THE EXISTING VAN DORN STREET RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA

DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1431.74 FEET; THENCE CONTINUING S89°45'48"E, ALONG SAID SOUTH LINE, A DISTANCE OF 63.19 FEET TO A POINT ON THE WEST BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY LINE ; THENCE N04°58'07"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 86.32 FEET TO THE POINT OF BEGINNING; THENCE N13°12'03"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 471.64 FEET TO A POINT ON THE NORTHERLY VAN DORN STREET RIGHT OF WAY LINE; THENCE N73°15'39"W, ALONG SAID NORTH LINE, A DISTANCE OF 28.73 FEET; THENCE S13°10'54"E, A DISTANCE OF 31.59 FEET; THENCE S29°16'11"E, A DISTANCE OF 37.04 FEET; THENCE S13°12'03"E, A DISTANCE OF 33.84 FEET; THENCE S06°19'04"E, A DISTANCE OF 85.98 FEET; THENCE S13°10'54"E, A DISTANCE OF 108.76 FEET; THENCE S12°13'44"E, A DISTANCE OF 168.13 FEET TO A POINT OF THE SOUTHERLY VAN DORN STREET RIGHT OF WAY LINE; THENCE S63°58'59"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.95 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,974.6 SQUARE FEET, 0.25 ACRES.

3 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1476.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 18.18 FEET TO A POINT ON THE WEST BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY LINE; THENCE N04°58'07"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 86.32 FEET; THENCE N63°58'59"W, A DISTANCE OF 35.95 FEET; THENCE S11°59'25"E, A DISTANCE OF 103.96 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 2,253.8 SQUARE FEET, 0.05 ACRES.

5 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE OLD VAN DORN STREET RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1476.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 18.18 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E , ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 33.14 FEET; THENCE N89°45'48"W, A DISTANCE OF 14.97 FEET; THENCE N10°26'10"W, A DISTANCE OF 33.58 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 547.1 SQUARE FEET, 0.01 ACRES.

7 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA. DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1431.74 FEET; THENCE CONTINUING S89°45'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 63.19 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 154.41 FEET; THENCE N10°26'10"W, A DISTANCE OF 156.48 FEET; THENCE S89°45'48"E, A DISTANCE OF 14.97 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,151.0 SQUARE FEET, 0.02 ACRES.

EXHIBIT "B-2"

Legal Descriptions (Temporary Construction Easements)

2 - LEGAL DESCRIPTION - TEMP. CONST. EASE.

A PART OF THE EXISTING CITY OF LINCOLN PROPERTY COMPOSED OF A PART OF THE EXISTING VAN DORN STREET RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA

DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1431.74 FEET; THENCE CONTINUING S89°45'48"E, ALONG SAID SOUTH LINE, A DISTANCE OF 63.19 FEET TO A POINT ON THE WEST BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY LINE ; THENCE N04°58'07"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 86.32 FEET TO A POINT ON THE SOUTHERLY VAN DORN STREET RIGHT OF WAY LINE; THENCE N63°58'59"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.95 FEET TO THE POINT OF BEGINNING; THENCE N12°13'44"W, A DISTANCE OF 168.13 FEET; THENCE S82°37'09"W, A DISTANCE OF 30.50 FEET; THENCE S09°54'09"E, A DISTANCE OF 142.32 FEET TO A POINT ON THE SOUTHERLY VAN DORN STREET RIGHT OF WAY LINE ; THENCE S63°58'59"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 5,208.5 SQUARE FEET, 0.12 ACRES.

4 - LEGAL DESCRIPTION - TEMP. CONST. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1431.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 45.01 FEET; THENCE N11°59'25"W, A DISTANCE OF 103.96 FEET; THENCE N63°58'59"W, A DISTANCE OF 46.05 FEET; THENCE S08°23'59"E, A DISTANCE OF 123.02 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 4,623.2 SQUARE FEET, 0.11 ACRES.

6 - LEGAL DESCRIPTION - TEMP. CONST. EASE.

A PART OF THE OLD VAN DORN STREET RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA.

DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1431.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 45.01 FEET; THENCE S10°26'10"E, A DISTANCE OF 33.58 FEET; THENCE N89°45'48"W, A DISTANCE OF 45.68 FEET; THENCE N09°18'08"W, A DISTANCE OF 33.46 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,496.4 SQUARE FEET, 0.03 ACRES.

8 - LEGAL DESCRIPTION - TEMP. CONST. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA. DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1494.93 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 33.14 FEET; THENCE N89°45'48"W, A DISTANCE OF 14.97 FEET TO THE POINT OF BEGINNING; THENCE S10°26'10"E, A DISTANCE OF 156.48 FEET; THENCE S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 248.07 FEET; THENCE

N13°23'26"W, A DISTANCE OF 412.42 FEET; THENCE S89°45'48"E, A DISTANCE OF 45.68 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 11,004.4 SQUARE FEET, 0.25 ACRES.

9 - LEGAL DESCRIPTION - TEMP. CONST. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY IN LOT 29, I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE N00°25'43"E, ASSUMED BEARING, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1324.64 FEET; THENCE S89°59'20"E, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1847.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 8.03 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE N04°58'07"W, ALONG SAID EAST LINE, A DISTANCE OF 575.12 FEET; THENCE S00°17'50"E, A DISTANCE OF 310.94 FEET; THENCE S05°33'28"E, A DISTANCE OF 101.95 FEET; THENCE S10°41'07"E, A DISTANCE OF 163.39 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 9,078.4 SQUARE FEET, 0.21 ACRES.

10 - LEGAL DESCRIPTION - TEMP. CONST. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY IN LOT 31, I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA,

DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE N00°25'43"E, ASSUMED BEARING, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1324.64 FEET; THENCE S89°59'20"E, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1847.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 8.03 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 145.61 FEET TO THE POINT OF CURVATURE OF A 5779.58 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE SOUTHERLY, ALONG SAID CURVE AND SAID EAST LINE, THROUGH A CENTRAL ANGLE OF 00°36'43", AN ARC DISTANCE OF 61.74 FEET, THE CHORD OF SAID CURVE BEARS S04°38'54"E, A DISTANCE OF 61.74 FEET; THENCE S85°40'48"W, A DISTANCE OF 8.00 FEET TO THE POINT OF CURVATURE OF A 5771.58 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°36'43", AN ARC DISTANCE OF 61.65 FEET, THE CHORD OF SAID CURVE BEARS N04°38'54"W, A DISTANCE OF 61.65 FEET; THENCE N04°58'07"W, A DISTANCE OF 146.31 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,661.2 SQUARE FEET, 0.04 ACRES.

Exhibit "C"

NOTICE OF ASSIGNMENT

*Goldfinch Exchange Company LLC
A Delaware limited liability company
40 Lake Bellevue Drive, Suite 275
Bellevue, WA 98005
425-646-4020
425-637-2873 fax*

NOTICE OF ASSIGNMENT

TO: **City of Lincoln, a Municipal corporation ("Seller")** and any assignees or exchange intermediaries of Seller

You and BNSF Railway Company ("BNSF") have entered into the Agreement, dated _____, 20__, for the sale of an easement interest in the real property described therein. You are hereby notified that BNSF has assigned its rights as Buyer, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of effecting a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and you will transfer the interest in the real property directly to BNSF.

ACKNOWLEDGED:

**City of Lincoln,
a Municipal corporation**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "D"

Form of Assignment of Rights

**ASSIGNMENT OF RIGHTS UNDER TEMPORARY OCCUPANCY PERMIT
AND OPTION TO PURCHASE EASEMENT**

THIS ASSIGNMENT OF RIGHTS UNDER TEMPORARY OCCUPANCY PERMIT AND OPTION TO PURCHASE EASEMENT (this "Assignment") is entered into between BNSF Railway Company ("Exchangor") and Goldfinch Exchange Company LLC, a Delaware limited liability company ("Intermediary") on _____, 20__.

Exchangor, as Buyer, entered into that certain Temporary Occupancy Permit and Option to Purchase Easement, dated _____, with **City of Lincoln, a Municipal corporation** ("Seller"). The agreement, together with any and all amendments thereof (collectively the "Agreement"), is incorporated herein by this reference. Exchangor and Intermediary have executed a Master Exchange Agreement dated December 10, 2009, under which Intermediary will acquire the easement interest in the subject property of the Agreement (the "Replacement Property"), described on Attachment A, and transfer it to Exchangor. This Assignment is part of and supplements the Master Exchange Agreement, and as required thereunder, Exchangor shall assign its rights under the Agreement to Intermediary to effect the exchange.

NOW, THEREFORE, the parties agree:

Exchangor hereby assigns its rights, but not its obligations, in the Agreement to Intermediary and this assignment shall be effective immediately prior to the acquisition of the Replacement Property from Seller. All representations and warranties in the Agreement shall survive this Assignment to Intermediary. Intermediary hereby accepts this assignment. As allowed by Treasury Regulation §1.1031(k)-1(g)(4)(v), Seller shall deed the Replacement Property directly to Exchangor.

This Assignment is binding upon and shall inure to the benefit of the respective heirs, successors, and assigns of Exchangor and Intermediary.

IN WITNESS WHEREOF, the parties have executed this Assignment as their free and voluntary act and deed, on the date indicated above. Signatures may be in counterpart.

EXCHANGOR:

BNSF Railway Company

By: _____
Its: _____

INTERMEDIARY:

Goldfinch Exchange Company LLC, a Delaware limited liability company
By: 1031 Services, Inc., a Washington corporation,
Manager

By: Karen King
Exchange Coordinator

ATTACHMENT "A" to ASSIGNMENT OF RIGHTS

1 - LEGAL DESCRIPTION – PERM. EASE.

A PART OF THE EXISTING CITY OF LINCOLN PROPERTY COMPOSED OF A PART OF THE EXISTING VAN DORN STREET RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA

DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1431.74 FEET; THENCE CONTINUING S89°45'48"E, ALONG SAID SOUTH LINE, A DISTANCE OF 63.19 FEET TO A POINT ON THE WEST BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY LINE ; THENCE N04°58'07"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 86.32 FEET TO THE POINT OF BEGINNING; THENCE N13°12'03"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 471.64 FEET TO A POINT ON THE NORTHERLY VAN DORN STREET RIGHT OF WAY LINE; THENCE N73°15'39"W, ALONG SAID NORTH LINE, A DISTANCE OF 28.73 FEET; THENCE S13°10'54"E, A DISTANCE OF 31.59 FEET; THENCE S29°16'11"E, A DISTANCE OF 37.04 FEET; THENCE S13°12'03"E, A DISTANCE OF 33.84 FEET; THENCE S06°19'04"E, A DISTANCE OF 85.98 FEET; THENCE S13°10'54"E, A DISTANCE OF 108.76 FEET; THENCE S12°13'44"E, A DISTANCE OF 168.13 FEET TO A POINT OF THE SOUTHERLY VAN DORN STREET RIGHT OF WAY LINE; THENCE S63°58'59"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.95 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,974.6 SQUARE FEET, 0.25 ACRES.

3 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1476.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 18.18 FEET TO A POINT ON THE WEST BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY LINE; THENCE N04°58'07"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 86.32 FEET; THENCE N63°58'59"W, A DISTANCE OF 35.95 FEET; THENCE S11°59'25"E, A DISTANCE OF 103.96 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 2,253.8 SQUARE FEET, 0.05 ACRES.

5 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE OLD VAN DORN STREET RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1476.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 18.18 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 33.14 FEET; THENCE N89°45'48"W, A DISTANCE OF 14.97 FEET; THENCE N10°26'10"W, A DISTANCE OF 33.58 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 547.1 SQUARE FEET, 0.01 ACRES.

7 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA. DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1431.74 FEET; THENCE CONTINUING S89°45'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 63.19 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 154.41 FEET; THENCE N10°26'10"W, A DISTANCE OF 156.48 FEET; THENCE S89°45'48"E, A DISTANCE OF 14.97 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,151.0 SQUARE FEET, 0.02 ACRES.

Exhibit "E"

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **City of Lincoln, a Municipal corporation**, 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, Grantee, and the promises of the Grantee hereinafter specified, does hereby grant, bargain, sell and convey unto the Grantee, subject to the terms and conditions hereinafter set forth, an **EASEMENT** for railroad purposes including construction, replacement, repair and maintenance and operations of a railroad track and associated appurtenant equipment and facilities, hereinafter called track, over, upon and across the following described premises, situated in **Lancaster County**, State of **Nebraska** to-wit:

See Attachment "A", attached hereto and made a part hereof.

The foregoing easement is made subject to and upon the following express conditions:

1. **The Grantor on behalf of itself, its successors and assigns, covenants and agrees not to construct any additional structures or grant any additional uses within the easement area.**
2. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.
3. Grantee shall have the right, but not the obligation, to remove all trees, brush and other vegetation from the above-described easement.

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

EXECUTED this ____ day of _____, 20 ____.

GRANTOR:

ATTACHMENT "A" to PERMANENT EASEMENT

1 - LEGAL DESCRIPTION – PERM. EASE.

A PART OF THE EXISTING CITY OF LINCOLN PROPERTY COMPOSED OF A PART OF THE EXISTING VAN DORN STREET RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA

DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1431.74 FEET; THENCE CONTINUING S89°45'48"E, ALONG SAID SOUTH LINE, A DISTANCE OF 63.19 FEET TO A POINT ON THE WEST BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY LINE ; THENCE N04°58'07"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 86.32 FEET TO THE POINT OF BEGINNING; THENCE N13°12'03"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 471.64 FEET TO A POINT ON THE NORTHERLY VAN DORN STREET RIGHT OF WAY LINE; THENCE N73°15'39"W, ALONG SAID NORTH LINE, A DISTANCE OF 28.73 FEET; THENCE S13°10'54"E, A DISTANCE OF 31.59 FEET; THENCE S29°16'11"E, A DISTANCE OF 37.04 FEET; THENCE S13°12'03"E, A DISTANCE OF 33.84 FEET; THENCE S06°19'04"E, A DISTANCE OF 85.98 FEET; THENCE S13°10'54"E, A DISTANCE OF 108.76 FEET; THENCE S12°13'44"E, A DISTANCE OF 168.13 FEET TO A POINT OF THE SOUTHERLY VAN DORN STREET RIGHT OF WAY LINE; THENCE S63°58'59"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.95 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,974.6 SQUARE FEET, 0.25 ACRES.

3 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1476.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 18.18 FEET TO A POINT ON THE WEST BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY LINE; THENCE N04°58'07"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 86.32 FEET; THENCE N63°58'59"W, A DISTANCE OF 35.95 FEET; THENCE S11°59'25"E, A DISTANCE OF 103.96 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 2,253.8 SQUARE FEET, 0.05 ACRES.

5 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE OLD VAN DORN STREET RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1476.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°45'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 18.18 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 33.14 FEET; THENCE N89°45'48"W, A DISTANCE OF 14.97 FEET; THENCE N10°26'10"W, A DISTANCE OF 33.58 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 547.1 SQUARE FEET, 0.01 ACRES.

7 - LEGAL DESCRIPTION - PERM. EASE.

A PART OF THE VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA. DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 2, THENCE S89°45'48"E, ASSUMED BEARING, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1431.74 FEET;

THENCE CONTINUING S89°45'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 63.19 FEET TO A POINT ON THE EAST VACATED UNION PACIFIC RAILROAD RIGHT OF WAY LINE; THENCE S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 33.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S04°58'07"E, ALONG SAID EAST LINE, A DISTANCE OF 154.41 FEET; THENCE N10°26'10"W, A DISTANCE OF 156.48 FEET; THENCE S89°45'48"E, A DISTANCE OF 14.97 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,151.0 SQUARE FEET, 0.02 ACRES.

LEGAL DESCRIPTIONS

PARCEL 1: SEE SHEET 1.
PARCEL 2: SEE SHEET 1.

TABLE "A" #1 MONUMENTS:

PROPERTY CORNERS FOUND OR SET AS NOTED ON THIS MAP.

TABLE "A" #2 ADDRESSES:

ADDRESSES SHOWN AS OBTAINED FROM LANCASTER COUNTY ASSESSOR

TABLE "A" #4 GROSS LAND AREA:

PARCEL 1: 10,974.6 SQ. FT.
PARCEL 2: 5,208.5 SQ. FT.

TABLE "A" #7 EXTERIOR BUILDING DIMS:

NO BUILDINGS EXIST ON SUBJECT PARCEL. BUILDINGS NEAR PROPERTY LINE ON ADJOINING PARCELS ARE SHOWN AND DIMENSIONED

TABLE "A" #8 SUBSTANTIAL FEATURES:

FEATURES AS SHOWN ON THIS MAP ARE FROM ACTUAL FIELD SURVEY'S COMPLETED ON MARCH 22, 2012.

TABLE "A" #11A UTILITIES:

UTILITIES AS SHOWN ON THIS MAP WERE LOCATED AFTER BEING MARKED BY UTILITY REPRESENTATIVES ORIGINATING FROM DIGGERS HOTLINE TICKET NUMBER 2948594 SUBMITTED ON MARCH 2, 2012.

TABLE "A" #13 NAMES OF ADJOINING LANDOWNERS:

ADJOINING LANDOWNERS ARE LISTED AS OBTAINED FROM LANCASTER COUNTY ASSESSOR

TABLE "A" #20A OFFSITE IMPROVEMENTS:

NO IMPROVEMENTS OR SERVITUDES BENEFITTING PROPERTY WERE DISCLOSED IN RECORD DOCUMENTS PROVIDED.

SCHEDULE B EXCEPTIONS:

ITEMS 9 THROUGH 17, AS LISTED ON STEWART TITLE GUARANTY COMPANY, FILE NO. 12-502569, DATED FEBRUARY 1, 2012, ARE NOTED OR SHOWN ON THIS SURVEY.

ITEM 9: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN PATENT RECORDED IN BOOK N AT PAGE 492, AFFECTS SUBJECT PROPERTY. UNABLE TO BE GRAPHICALLY REPRESENTED ON THIS MAP.

ITEM 10: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN CONDEMNATION RECORDED IN DEED BOOK 15 AT PAGE 508, DOES NOT AFFECT SUBJECT PROPERTY AS CONDEMNATION IS IN NORTH 100 AC OF SECTION 35.

ITEM 11: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN CONDEMNATION RECORDED IN DEED BOOK 15 AT PAGE 518, DOES NOT AFFECT SUBJECT PROPERTY, SHOWN AS VACATED UPRR ROW ON THIS MAP.

ITEM 12: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN ROAD ACTION RECORDED IN MISC. BOOK L AT PAGE 151, DOES NOT AFFECT SUBJECT PROPERTY. ROADWAY WAS WEST OF AND ADJACENT TO UPRR ROW. NOT SHOWN ON THIS MAP.

ITEM 13: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN RIGHT OF WAY DEED RECORDED IN DEED BOOK 145 AT PAGE 436, DOES NOT AFFECT SUBJECT PROPERTY. RIGHT OF WAY IS BNSF AND LIES EAST OF AND ADJACENT TO UPRR ROW. NOT SHOWN ON THIS MAP.

ITEM 14: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN QUITCLAIM DEED RECORDED IN DEED BOOK 738 AT PAGE 559, DOES NOT AFFECT SUBJECT PROPERTY. EASEMENT LISTED IS 8.5 FEET EITHER SIDE OF OLD BNSF TRACK AND DOES NOT ENCROACH ON SUBJECT PARCEL. NOT SHOWN ON THIS MAP.

ITEM 15: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN MEMORANDUM RECORDED AS INSTRUMENT 98-53218, DOES NOT AFFECT SUBJECT PROPERTY. NOT SHOWN ON THIS MAP.

ITEM 16: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN PERPETUAL EASEMENT DEED RECORDED AS INSTRUMENT 2001067989, AFFECTS SUBJECT PROPERTY. RIGHTS TO MAINTAIN INCLUDING INGRESS AND EGRESS AS SHOWN ON THIS MAP.

ITEM 17: TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CONTAINED IN MEMORANDUM OF EASEMENT DEED RECORDED AS INSTRUMENT 2005064261, AFFECTS SUBJECT PROPERTY. RIGHTS TO MAINTAIN INCLUDING INGRESS AND EGRESS AS SHOWN ON THIS MAP.

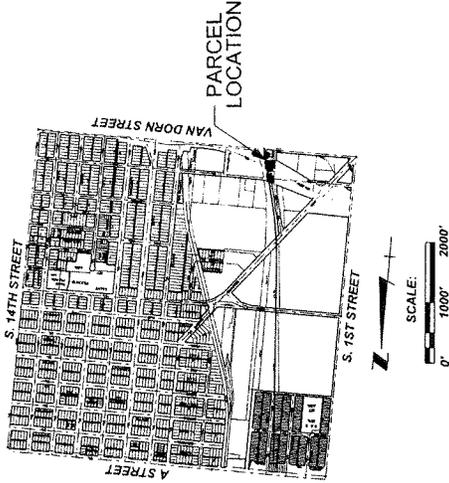
STANDARD NOTES:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY BENESCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS OR TITLE OF RECORD, BENESCH RELIED UPON TITLE COMMITMENT NO. 12-502569, DATED 02/01/12 BY STEWART TITLE GUARANTY COMPANY.

THIS SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE PREMISES.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF NEBRASKA, THE MAXIMUM RELATIVE POSITIONAL ACCURACY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

VICINITY MAP

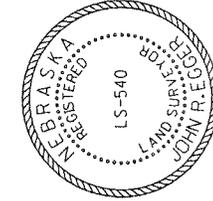


OWNER'S CERTIFICATE

TO BNSF RAILWAY COMPANY, A DELAWARE CORPORATION AND TITLECORE, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, AND INCLUDES ITEMS 1, 2, 4, 7A, 8, 11A, 13 AND 20A OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 22, 2012.

DATE OF PLAT OR MAP: APRIL 8, 2012.



NO.	REVISIONS	DATE

ALTA/ACSM LAND TITLE SURVEY
PT OF EXISTING VAN DORN STREET
SW 1/4 SECTION 35-10-6
CURRENT OWNER: CITY OF LINCOLN

PERMANENT EASEMENT &
TEMPORARY CONSTRUCTION
EASEMENT

benesch
BENESCH & COMPANY
225 S. STREET
LINCOLN, NEBRASKA 68508
402-473-2000
FAX NO. 402-473-0000

PROJECT: 12-502569
DATE: APR 2012
SHEET: 2 OF 2

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Proposed Operating Budget for September 1, 2012 to August 31, 2013
4 is hereby adopted as the West Haymarket Joint Public Agency Operating budget for FY
5 2012/2013.

6 Adopted this _____ day of _____, 2012.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

**West Haymarket Joint Public Agency
Proposed Operating Budget
September 1, 2012 to August 31, 2013**

Expenditure Budget	2011-12 Adopted	2012-13 Proposed
Operating Expenditures		
Personnel Costs - Transfer to the City of Lincoln		
Assistant City Controller	\$ 99,985	\$ 106,598
Assistant City Attorney	111,070	111,057
Assistant Purchasing Agent	68,752	81,080
City Treasurer Staff-Occupation Tax Collection	52,891	38,745
Accountant-Occupation Tax Collection/Audit		26,465
Public Works Administrative Support	22,000	7,000
Total Personnel Costs	<u>\$ 354,698</u>	<u>\$ 370,945</u>
 Operating Supplies		
Building Maintenance Supplies		\$ 560
Office Supplies	250	250
Postage	1,000	2,000
Total Operating Supplies	<u>\$ 1,250</u>	<u>\$ 2,810</u>
 Services		
HaymarketNOW Ongoing Management	\$ 24,000	\$ 24,000
Audit Expense	15,000	15,500
Data Processing Service	10,855	6,992
Software	1,000	1,100
Other Contractual Services	50,000	60,000
Project Administrator	85,043	48,000
Project Administrator expenses	10,000	5,000
Copy Services	500	500
Printing	500	500
Public Official's Liability Insurance	30,000	27,000
Rent of County/City Building Space	2,723	3,083
Advertising	250	250
Audio/Visual - 5 TV Expense	2,600	2,600
Amtrak Station maintenance and utilities		15,700
Total Services	<u>\$ 232,471</u>	<u>\$ 210,225</u>
Total Operating Expenditures	<u>\$ 588,419</u>	<u>\$ 583,980</u>
 Other Expenditures		
Debt Service		
Interest	\$ 14,237,447	\$ 15,117,520
Trustee Service Charges		1,996
Total Debt Service	<u>\$ 14,237,447</u>	<u>\$ 15,119,516</u>
DEC Advances	<u>\$ 1,828,566</u>	
Total Expenditure Budget	<u><u>\$ 16,654,432</u></u>	<u><u>\$ 15,703,496</u></u>
 Sources of Funds		
Occupation taxes	\$ 10,925,588	\$ 11,803,218
Federal subsidy of debt payments	3,900,278	3,900,278
DEC Repayment of advances	1,828,566	
Total - Sources of Funds	<u><u>\$ 16,654,432</u></u>	<u><u>\$ 15,703,496</u></u>