



Gerard Sullivan
12/04/2001 04:48 PM

To: mmurphy@ci.addison.tx.us@internet
cc: Brian P. Morrissey@UP

Subject: Addison Redraft

Dear Mr. Murphy:

As I believe Brian Morrissey explained, we have an internal process that must be gone through to obtain final approvals on transactions, with certain form questions being asked, etc. Consequently, the optimum way to move a deal along is to have it on our form. Attached for your review is our proposed agreement.



Addison.doc

December __, 2001

File 1819-92

Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010
Attn: Michael E. Murphy

Gentlemen:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company, ("Seller"), to the Town of Addison, a _____ ("Buyer"), of Seller's interest in certain real property ("Property") in the Town of Addison, Dallas County, Texas.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

1. **Description of Property:**

- 1.1 The Property is approximately 7.3267 acres as shown on the print attached hereto as **Exhibit A** and made a part hereof, as more particularly described on **Exhibit B** attached hereto and made a part hereof.
- 1.2 The survey and **Exhibit B** legal description which were prepared by Buyer are subject to review and approval by Seller's in-house engineers, which approval shall not be unreasonably withheld or delayed.
- 1.3 The Property does not include any lessee owned improvements.

2. **Sale Price:**

The sale price ("Sale Price") for the Property shall be One Million Three Hundred Sixty-Seven Thousand One Hundred Fifteen and Forty-Five /100ths Dollars (\$1,367,115.45.00).

3. **Feasibility Review/ Right of Entry:**

3.1 From the date of execution of this Agreement by Buyer until 5:00 p.m. Central Time on December 10, 2001 ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. Without limiting the foregoing, if Buyer is not satisfied with (i) any matter shown on the survey of the Property, subject to Seller's right to cure as provided in Section 5.1, (ii) Buyer's review of title subject to Seller's right to cure as provided in Section 5.1, or (iii) any matter disclosed by Buyer's environmental studies of the Property (the "Environmental Report") that causes the Property not to be acceptable for non-residential purposes, Buyer may terminate this Agreement by giving Seller written notice, which written notice must be delivered, if at all, on or before December 10, 2001. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.

3.2 Buyer's right to enter upon the Property pursuant to Section 3.1 is subject to the following:

(a) To the extent allowable at law, Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.

(b) Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments.

(c) To the extent allowable at law, Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

3.3 Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:

(a) Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the top of this Agreement, of the results of its investigation.

3.4 Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Sections 3.1 and 3.2 and Seller will retain all of its remedies for Buyer's default under Sections 3.1 and 3.2.

4. **As Is Sale - Release:**

4.1 Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with

applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not be revealed by its investigation.

4.2 FROM AND AFTER CLOSING, BUYER WILL RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OR AND FROM ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS AND EXPENSES WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

4.3 The provisions of this Section 4 will survive the delivery of the deed and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

5. **Escrow, Title Insurance, Title and Survey Approval:**

5.1 Seller will not furnish title insurance or an abstract of title to the Property. Buyer will, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. A copy will be delivered to Seller. Buyer shall have until December 10, 2001, to approve or disapprove any defects in title or any liens, encumbrances, covenants, rights of way, easements or other outstanding rights disclosed by the PTR or survey, except for those matters set forth in section 6. Disapproval shall be by written notice to Seller setting forth the specific item or items disapproved by Buyer. If no such notice of disapproval is given by Buyer prior to December 10, 2001, it shall be conclusively presumed that Buyer approves of said PTR and survey. In the event of disapproval by Buyer of any item or items contained in or disclosed by said PTR or survey, Seller may, at its option, delay the Closing date and shall have ten (10) days (Seller's Cure Period") after receipt of Buyer's notice of disapproval to elect, at its discretion, to eliminate, or to cause to be endorsed over, any disapproved items from the policy of title insurance (said endorsements shall be at Seller's expense). In the event any disapproved item is not removed or endorsed over, Buyer may at its option, either terminate this Agreement, or close, thereby waiving all claims against Seller by reason of the existence of such disapproved items against the title. Notwithstanding the foregoing, Seller has no obligation to cure any title defects, other than as expressly stated in Section 12 below, or to assist Buyer in obtaining title insurance. In no event shall Seller's failure to cure or delete as exceptions to Buyer's title policy any disapproved items be deemed to be a breach of this Agreement by Seller, or entitle Buyer to make any claims by reason thereof.

5.2 If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees. As to the mortgage release referenced in section 12, Seller shall issue its standard indemnity letter to Buyer's title company in order that Buyer's owner's title policy shall not list any mortgages, which were put against the Property by Seller, as exceptions to title.

6. **Form of Deed; Reservations:**

6.1 At Closing, Seller will transfer all of Seller's right, title and interest in the Property to Buyer by Special Warranty Deed (provided it is determined that Seller has fee simple title to the Property) in the form attached hereto as **Exhibit C** and hereby made a part hereof, subject to all matters of record not disapproved pursuant to Buyer's review of the PRT under section 3.1.1, all matters which would be disclosed by an accurate survey of the Property, and all matters which would be

disclosed by a physical inspection of the Property or that are actually known to Buyer.

6.2 Seller will reserve from the transfer;

(a) all minerals and mineral rights without right of surface entry.

(b) three (3) perpetual exclusive easements over across, in, under, above and upon those areas of the Property (the "Easement Property") more particularly described on Exhibits **B-1**, **B-2**, and **B-3** attached hereto and made a part hereof, in which areas Seller, its lessees, licensees, successors and assigns, may construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal lines, communication lines, appurtenances and other facilities. Notwithstanding anything contained herein, this reservation shall allow Seller to fulfill its obligations as Lessor under that Lease dated January 29, 1999, between the Seller and Dallas, Garland & Northeastern Railroad, Inc. ("DGNO") (the "Easement Property Lease"). At such time as Seller, in its sole discretion, determines that the Easement Property is no longer required in connection with the railroad operations of Seller or its lessees, licensees, successors or assigns, Seller shall quitclaim the Easement Property to Purchaser.

7. Existing Agreements:

7.1 If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing. The Property is currently subject to the following leases:

(a) Lease dated January 29, 1999, between Seller and DGNO, which lease will be modified at Closing by Seller and DGNO to delete DGNO's rights to use any portion of the Property outside of the Easement Property. The Easement Property Lease will not be assigned by Seller but shall continue to be in effect between Seller and DGNO as to the Easement Property.

(b) Lease dated September 20, 1997, between Seller's predecessor in interest, St. Louis Southwestern Railway Company and Metro Brick Company, which will be assigned to Buyer at Closing pursuant to the Assignment and Assumption Agreement attached hereto as **Exhibit D** and hereby made a part hereof. Rentals and security deposits, if any, will be pro-rated at Closing.

If Buyer determines, in its sole discretion, to relocate Metro Brick Company, Buyer hereby acknowledges and agrees that all such relocation expenses shall be at the sole cost and expense of Buyer, with no participation by Seller.

7.2 Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist. Seller agrees to cooperate with Buyer in disclosing Use Rights of which Seller has knowledge, as soon as possible after the date of this Agreement, but in any event prior to the end of the Feasibility Period.

8. Closing - Default:

8.1 Closing will occur on or before December 17, 2001 ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer, except for Seller's attorneys' fees, which shall be paid by Seller and except as may be otherwise expressly provided herein. Notwithstanding any possible extensions of the Closing Date pursuant to any other provision in this Agreement, in no event shall Closing be extended beyond December 28, 2001.

8.2 If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement or seek specific performance of Seller's obligations under this Agreement as Buyer's sole election of remedies against Seller, thereby waiving any and all other claims or remedies against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder, except as otherwise expressly provided herein. If Closing fails to occur due to default by Buyer, Seller's sole remedy will be to terminate this Agreement and thereafter neither party will have any further liability hereunder, except as otherwise expressly provided herein.

9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

10. Negotiations - Brokers and Finders.

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party

hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

11. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

12. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing. Seller will also issue its standard indemnity letter to Buyer's title company in order that Buyer's owner's title policy will not list any mortgages put against the Property by Seller or a corporate predecessor in interest of Seller as exceptions to title.

13. Representations, Warranties And Covenants

(a) Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, as follows:

(i) Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in Texas and has the authority to own and convey the Property.

(ii) Enforceability. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are intended, provided Buyer has duly executed those documents requiring Buyer's signature, to be legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate

any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(iii) Litigation. To the best of its knowledge, Seller has received no notice of any actual or pending or threatened litigation that would affect the Property.

(iv) Notices. To the best of its knowledge, Seller has received no notice from any governmental authority of any zoning, building, fire, health, environmental or other violations relating to the Property.

(v) Underground Tanks. To the best of its knowledge, Seller knows of no underground tanks on the Property.

(vi) Leases/Tenancies. To the best of its knowledge, Seller knows of no other leases or tenancies affecting the Property except for those agreements which have been disclosed to Purchaser, and except for any utilities that may be present on the Property.

(vii) Limitation on Representations and Warranties. For the purposes of this Agreement, the term "to the best of its (Seller's) knowledge" shall mean, and be limited to, the actual current (not constructive) knowledge of Brian Morrissey, based upon review of the current real estate files in Seller's Omaha Real Estate Department office, without any duty to make any independent investigation or inquiry.

(b) Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

(i) Organization. Buyer is a _____, duly organized, validly existing and in good standing under the laws of the State of Texas and qualified to do business in Texas, with full power and authority to enter into and comply with the terms of this Agreement.

(ii) Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

14. **Seller's Management Approval:**

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER ON OR BEFORE CLOSING, THIS AGREEMENT WILL TERMINATE, AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

15. **Notices:**

Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller: Union Pacific Railroad Company
 ATTN: Brian Morrissey
 1800 Farnam St.
 Omaha, NE 68102
 Telephone: (402) 997-3590
 Facsimile: (402) 997-3601

with copy to: Gerard Sullivan
 Union Pacific Railroad Company, Rm. 830
 1416 Dodge St.
 Omaha, NE 68179
 Telephone: (402) 271-4468
 Facsimile: (402) 271-5610

If to Buyer: Town of Addison
 Office of the City Manager
 5300 Belt Line Road
 Dallas, Texas 75001-9010
 Telephone: (972) 450-7027
 Facsimile: (972) 450-7043

with copy to: John Hill
 901 Main Street, Suite 4000
 Dallas, Texas 75202-3793
 Telephone: (214) 672-2170
 Facsimile: (214) 672-2370

16. Conditions Precedent on Seller's Obligation to Perform:

Notwithstanding any term or provision of this Agreement, including without limitation any approval that may be given pursuant to Section 14 heretofore, Seller's obligation to perform under this Agreement is strictly conditioned upon the following:

(a) Seller and DGNO executing a lease modification agreement confirming DGNO's release of all of the Property from its lease, except for the Easement Property, and agreeing to accept the sum of \$ 334,321.45, which will be released to DGNO from escrow as full payment and satisfaction for any and all damages and claims arising out of any negative impact to DGNO's current and future operations from the realignment of DGNO's operations as a result of the sale of the Property to Buyer (including, without limitation, any expenses in connection with the necessary extension of the southerly wye track to serve Metro Brick).

(b) Buyer and DGNO entering into agreements satisfactory to both parties whereby Buyer agrees and assumes all costs in connection with the installation and maintenance of the three (3) proposed public crossings and crossing protection devices. Buyer and DGNO shall also enter into Seller's standard form crossing agreements.

(c) Release of Right of First Refusal to purchase the Property from DART.

upon terms and conditions satisfactory to Seller. If agreement has not been reached within ten (10) days of the date of this Agreement, or concurrently with the approval given pursuant to Section 14 heretofore, Seller may unilaterally terminate this

Agreement at any time prior to Closing, and neither party shall have any rights or obligations hereunder.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Brian Morrissey, at the address listed at the top of this letter, in order that it is received by Seller no later than December____, 2001. Please also indicate below how you wish to take title. If you should have any questions, please call Brian Morrissey (402) 997-3590.

Sincerely,

Tony Love
Director - Real Estate

ACCEPTED AND AGREED THIS _____ DAY OF _____, 2001.

TOWN OF ADDISON

By: _____

Its: _____

Title to the Property will be taken as follows:

EXHIBIT A
Print of Property

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

EXHIBITS B-1, B-2, B-3

LEGAL DESCRIPTIONS OF THE EASEMENTS

EXHIBIT C

SPECIAL WARRANTY DEED

STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF Dallas)

That UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, HAS GRANTED, SOLD, AND CONVEYED, and by these presents DOES HEREBY GRANT, SELL, AND CONVEY unto the TOWN OF ADDISON, a _____ of the State of Texas, Grantee, all of that certain real estate (the "Property") lying and being situated in Dallas County, Texas, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof for all purposes.

There is, however, expressly reserved and excepted from this conveyance all coal, oil, gas, and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, on or under the land conveyed hereunder; provided, however, that no operation of investigating, exploring, prospecting or mining for or storing or transporting said minerals or any of them, shall be conducted or placed upon said premises.

Further reserving unto Grantor, its lessees, licensees, successors and assigns, three (3) perpetual exclusive easements over, across, in, under, above and upon those areas of the Property (the "Easement Property") described in **Exhibits B-1, B-2 and B-3** attached hereto and made a part hereof, in which areas Seller, its lessees, licensees, successors and assigns may construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal lines, communication lines, appurtenances and other facilities. Notwithstanding anything contained herein, this reservation shall allow Grantor to fulfill its obligations as Lessor under that Lease dated January 29, 1999, between the Seller and Dallas, Garland & Northeastern Railroad, Inc. ("DGNO") (the "Easement Property Lease"). At such time as Grantor, in its sole discretion, determines that the Easement Property is no longer required in connection with the railroad operations of Grantor or its lessees, licensees, successors or assigns, Grantor shall quitclaim the Easement Property to Grantee.

This deed is made SUBJECT TO the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the Property which became or may become due and payable in the year _____ shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the ____ day of _____, 2001; and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year; and

b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after the date of delivery of this deed by Grantor to Grantee, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground.

(c) Licenses and other rights to use the Property ("Use Rights"), regardless of whether visible, open and obvious, recorded or unrecorded or for public streets, rights of way or utilities.

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under it, but not otherwise, subject, however, as aforesaid.

Grantor, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Grantee. A Certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as Exhibit C.

**EXHIBIT A
to Exhibit C
Legal Description**

**EXHIBITS B-1, B-2, B-3
to Exhibit C**

Legal Descriptions of Three (3) Reserved Easements

EXHIBIT C
to Exhibit C

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee that no withholding is required with respect to UNION PACIFIC RAILROAD COMPANY's interest in it, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY (hereinafter the "COMPANY"):

1. The COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The COMPANY's U.S. employer identification number is 94-6001323; and
3. The COMPANY's office address is 1416 Dodge Street, Omaha, Nebraska 68179 and state of incorporation is Delaware.

The COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

The COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the COMPANY.

Title: _____

Date: _____

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto the TOWN OF ADDISON, a _____ ("Assignee"), all of Assignor's right, title and interest in and to the tenant lease ("Lease") now or hereafter affecting the real property (the "Property") described on **Exhibit A**, which Lease, and all amendments thereto, are described on **Exhibit B**, together with all security deposits and other deposits held by Assignor under the terms of said Lease.

TO HAVE AND TO HOLD the Lease unto Assignee, its successors and assigns. This Assignment is made and accepted without recourse against Assignor as to the performance by any party under such Lease.

Assignee hereby accepts this Assignment and agrees to perform all of the obligations of Assignor pursuant to the Lease accruing after the date hereof.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Assignment and Assumption of Lease shall inure to and be binding upon the parties, their successors and assigns.

Dated the _____ day of _____, 2001.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____

Title: _____

TOWN OF ADDISON

By: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ATTACHED

EXHIBIT B

LIST OF LEASES TO BE ASSIGNED