

CASH 600.50
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REFUNDS: _____
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STATE OF NEBRASKA)
COUNTY OF HALL) SS
'02 NOV 4 PM 3 09
Kathryn
REC'D

Entered As Instrument No.
0200212070

200212070

Cornhusker Army Ammunition Plant
Hall County, Nebraska
Parts of Acquisition Tracts Nos. 72 and 76
Land Management Tract No. 50

1000

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 8th day of October, 2002, by and between the UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Assistant Secretary of the Army (I&E) pursuant to a delegation of authority from the SECRETARY OF THE ARMY, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) ("said Act"), and DTE Rail Services, Inc., a Michigan corporation, with its principal office located at 425 South Main Street, Ann Arbor, Michigan 48104, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, said Act authorizes the Secretary of the Army to convey the property herein to the Hall County, Nebraska, Board of Supervisors, or its designee; and

WHEREAS, said Board designated that the property to be conveyed herein be sold by public auction; and

WHEREAS, the Grantee was the successful bidder at said auction; and

WHEREAS, the property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. 9620(h)(4)(A) as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of and appropriate concurrence in such identification has been obtained pursuant to 42 U.S.C. 9620(h)(4)(B); and

WHEREAS, the Grantee's use of the property will be in a manner consistent with the Cornhusker Army Ammunition Plant Reuse Committee Comprehensive Reuse Plan; and

CP 10 11 02

Page 6

WHEREAS, all the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of the Army, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Army, acting pursuant to the above mentioned laws, regulations and orders.

NOW THEREFORE, Grantor and Grantee make the following respective conveyances, grants, assignments, reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements hereinafter set forth.

I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of One Hundred Thirty Nine Thousand Three Hundred Thirty Eight and 80/100 Dollars (\$139,338.80), the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4), all being in Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, Hall County, Nebraska, containing 163.928 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A"**, which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.

RESERVING, however, to the Grantor, a perpetual and assignable access road easement and right-of-way, Fifty (50) feet in width, located in the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th Principal Meridian, Hall County, Nebraska, the centerline of said Fifty (50) foot wide easement being more particularly described as follows:

Beginning at the northwest corner of said North Half (N1/2), thence running easterly along the north line of said North Half (N1/2), a distance of One Thousand Three Hundred Ninety Two and Sixty Eight Hundredths (1392.68) feet; thence

deflecting right $89^{\circ}30'47''$ and running southerly along the centerline of an existing road, a distance of Nine Hundred Eighty One and Sixty Nine Hundredths (981.69) feet; thence deflecting right $01^{\circ}31'48''$ and continuing southerly along the centerline of an existing road, a distance of Three Hundred Sixty Nine and Three Tenths (369.30) feet, to the ACTUAL point of beginning; thence continuing along the last described course, a distance of One Thousand One Hundred Ninety Eight and Nine Hundredths (1198.09) feet, to the point of TERMINATION, said point being on the north line of and One Thousand Three Hundred Ninety One and Forty Three Hundredths (1391.43) feet east of the northwest corner of a tract of land referred to as Parcel No. 3, located in a part of Section Twenty (20), said tract containing 1.375 acres, more or less.

ALSO RESERVING to the Grantor, a perpetual and assignable access road easement and right-of-way, Twenty (20) feet in width, located in a part of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th Principal meridian, Hall County, Nebraska, the centerline of said Twenty (20) foot wide easement being more particularly described as follows:

Beginning at the West Quarter Corner of said Section Twenty (20); thence running northerly along the west line of said Section Twenty (20), a distance of One Hundred Eighteen and Ninety Four Hundredths (118.94) feet; thence deflecting right $90^{\circ}40'43''$ and running easterly a distance of Three Thousand Forty Six and Eight Hundredths (3046.08) feet, to the ACTUAL point of beginning; thence deflecting left $45^{\circ}32'42''$ and running northeasterly a distance of Four Hundred Sixty One and Sixty Two Hundredths (461.62) feet; thence deflecting right $24^{\circ}49'31''$ and running northeasterly a distance of Sixty Four and Ninety Four Hundredths (64.94) feet; thence deflecting right $109^{\circ}51'45''$ and running southerly a distance of Three Hundred Fifty Two and Fifty Two Hundredths (352.52) feet, to the point of termination, said tract containing 0.404 acre, more or less.

The location and extent of the above described access road easements are shown on Exhibit "A".

ALSO RESERVING to the Grantor, a perpetual and assignable easement and right-of-way, thirty (30) feet in width, in, on, over, and across the property for the installation, operation, use, repair, replacement, and maintenance of a railroad, railroad tracks, ballast, and associated railroad facilities, as shown on Exhibit "A", and as more particularly described as follows:

A tract of land consisting of a Thirty (30.0) foot wide easement which lies Fifteen (15.0) feet either side of the centerline of an existing railroad track which is located in a part of the Northeast Quarter (NE1/4) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, the centerline of said Thirty (30.0) foot wide easement and the approximate centerline of said existing railroad track being more particularly described as follows:

First to ascertain the point of beginning, start at the northwest corner of said Northeast Quarter (NE1/4); thence running easterly, along and upon the north line of said Northeast Quarter (NE1/4), said north line of the Northeast Quarter (NE1/4) also being a north line of a parcel surveyed and platted by Lee D. Wagner, L. S. No. 557, dated July 27, 2001 (revised September 6, 2001), and known as "TRACT NO. 50A", a distance of Seven Hundred Ninety Two and Fifteen Hundredths (792.15) feet to a northeast corner of said "TRACT NO. 50A"; thence deflecting right 90°11'02" and running southerly, along and upon an east line of said "TRACT NO. 50A", a distance of Three Hundred Thirty Nine and Seventy Three Hundredths (339.73) feet to the ACTUAL point of beginning; said point being a point on a curve; thence running southwesterly, along and upon the arc of a curve to the right whose radius is 571.54 feet, a distance of Seven Hundred Sixty One and Four Hundredths (761.04) feet (long chord = 706.05', long chord deflecting right 50°12'42" from the previously described course) to a point of tangency; thence deflecting right 38°08'47" from the chord of the previously described curve and running westerly, a distance of Thirty Eight and Sixty One Hundredths (38.61) feet; thence deflecting right 02°02'56" and running westerly, a distance of Forty and Twenty Four Hundredths (40.24) feet to a west line of said "TRACT NO. 50A". (NOTE: Railroad Easement extends North-Northeasterly from the ACTUAL point of beginning to intersect with the east line of said "TRACT NO. 50A".)

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

This conveyance is expressly made subject to the following reservations in favor of Grantor, and its assigns:

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests that have been previously reserved to Grantor in any Patent(s) covering the Property.

III. CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. (CERCLA), the Grantor has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of. The Grantor covenants and warrants to the Grantee that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products or their derivatives existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

b. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be

exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation, operation, and removal of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Grantor will provide the record title owner reasonable advance notice of such activities, responses, or remedial actions. This subparagraph shall not affect the Grantor's future responsibilities, if any, to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCEPTIONS, RESTRICTIONS AND COVENANTS AFFECTING THE PROPERTY

This conveyance is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the property hereby conveyed to the extent and only to the extent the same are valid and affect the property, and shall be considered as covenants running with the land and binding on all parties having any right, title or interest in the property, or any part thereof, their heirs, successors and assigns.

a. Federal Facility Agreement

A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army, effective September 1990, and a copy of any amendments thereto, are available for the Grantee's review at the Office of the Commander's Representative. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the property transfer, the United States assumes no liability to the person or entity to whom the property is transferred should implementation of the FFA interfere with their use of the property. The Grantee or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

b. Environmental Baseline Survey (EBS) and Finding of Suitability to Transfer (FOST)

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998, as amended by

Amendment No. 1, signed 30 March 2001, and the FOST for the property dated January 2001, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.

2. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Subsection IV.b. shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

c. Polychlorinated Biphenyls (PCBs) Containing Equipment Notification

The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the property to be conveyed and is owned by Southern Nebraska Rural Public Power District (SPPD).

V. GENERAL EXCEPTIONS TO CONVEYANCE

This conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and affect the Property:

a. All existing permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, recreational trails, railroads, pipelines, ditches and canals on, over and across said land, whether or not of record, including but not limited to the following:

1. Easement DACA45-2-97-6024 granted to Southern Nebraska Rural Public Power District for electric power-line and substation rights-of-way.
2. Easement DACA45-2-99-6070 granted to Northwestern Public Service Company for gas-line rights-of-way.
3. Easement DACA45-2-99-6157 granted to Hall County for road rights-of-way.

b. Any zoning laws, ordinances, or regulations governing the subject property or regulations of other regulatory authorities having jurisdiction.

c. Matters which would be disclosed by a careful physical inspection of the property or the property records and by a properly conducted survey of the property.

d. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the property.

e. All existing interest(s) reserved to or outstanding in third parties in and to coal, oil, gas, and/or minerals.

f. All other existing interests reserved by any original Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described.

g. Installation Commander agreements, whether or not of record or otherwise approved in writing by Grantee.

VI. MISCELLANEOUS GRANTEE COVENANTS

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described in Section IV of this Quitclaim Deed. In addition, Grantor and its assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. It is understood and agreed by Grantee, for itself and its successors and assigns, that the Property is conveyed "*as is*" and "*where is*" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantor shall not be liable for any latent or patent defects in the Property. Grantee, for itself and its successors and assigns, acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor in any agreement or promise to alter, improve, adapt or repair the Property.

b. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions set out in Section IV herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

VII. AGREEMENTS, NOTICES AND CONDITIONS**a. Non-Discrimination**

With respect to activities related to the property, the Grantee hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to the property of the Grantee, its successors or assigns.

b. Anti-Deficiency Act

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this deed shall be interpreted to require obligations or payment by the Grantor in violation of the Anti-Deficiency Act.

c. Wetlands Notice

A portion the property contains wetlands.

THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 1991) in which property is transferred by the United States.

THIS QUITCLAIM DEED is not subject to the provisions of 10 U.S.C. 2662.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&E) and the Seal of the Department of the Army to be hereunto affixed this 8th day of October, 2002.

UNITED STATES OF AMERICA

By: Joseph W. Whitaker
JOSEPH W. WHITAKER
 Deputy Assistant Secretary of the Army
 (Installations and Housing)
 OASA(I&E)

COMMONWEALTH OF VIRGINIA)
) ss
 COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on this 30th day of November, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I&E), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 8th day of October, 2002, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Yvonne A. Cooper
 Notary Public

My commission expires: 30 November 2002

GRANTEE ACCEPTANCE

200212070

The undersigned Grantee, does hereby accept the herein-described property, subject to the notices, agreements, reservations, restrictions, conditions, covenants and exceptions hereinabove expressed.

Executed this 26th day of JUNE, 2002, in Washtenaw County, State of Michigan.

DTE Rail Services, Inc.

BY: *John Pfister*

TITLE: PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

The foregoing Quitclaim Deed was acknowledged before me this 26 day of June, 2002, by John Pfister.

Noree Bowbeer
Notary Public

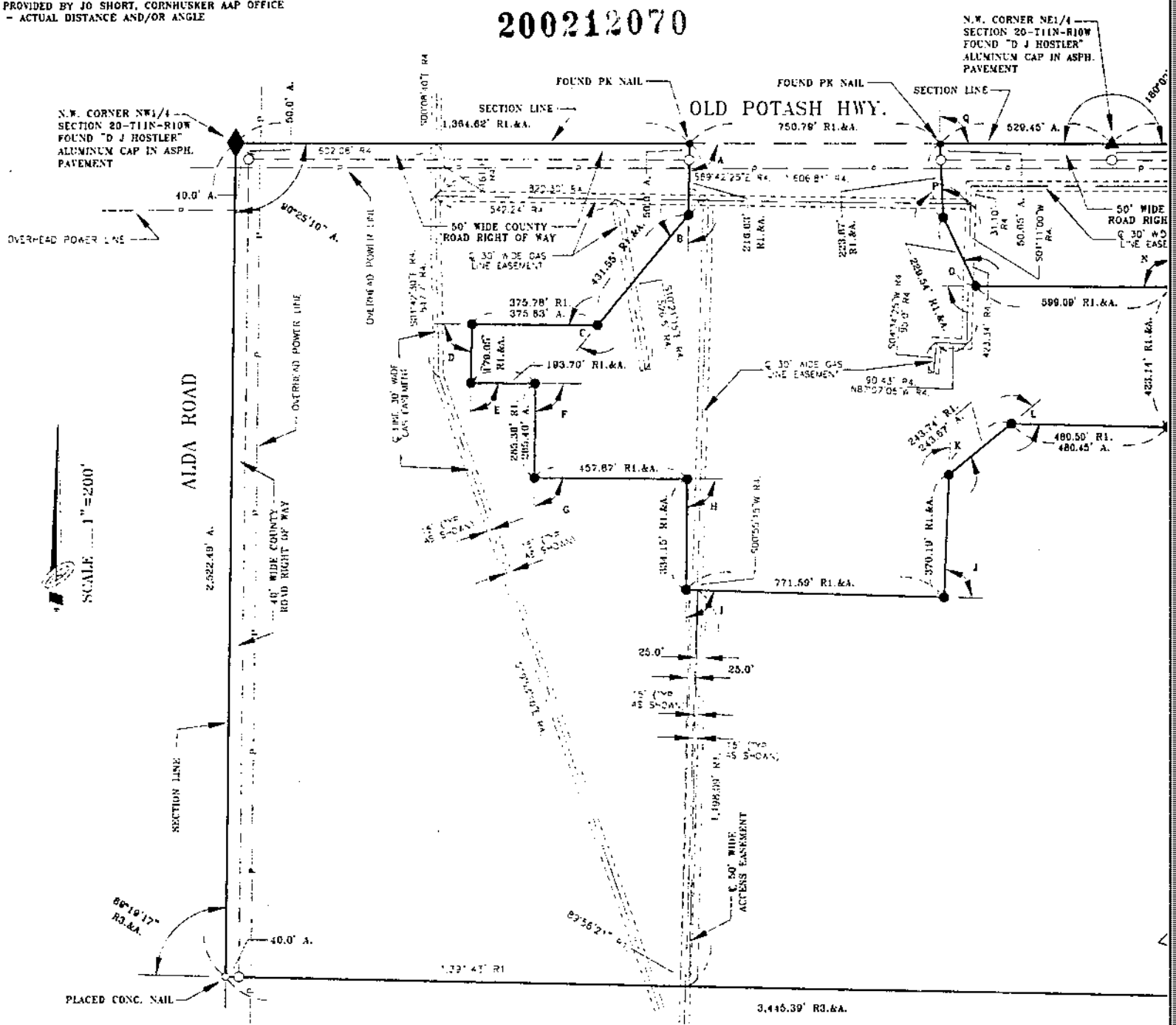
My commission expires: Sept 2/03

NOREE BOWBEER
Notary Public, Washtenaw County, MI
My Commission Expires 09/02/2003

- R1. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 8)
- R2. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 2)
- R3. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 3)
- R4. - RECORDED DISTANCE AND/OR BEARING ON DRAWINGS OF GAS LINE EASEMENT PROVIDED BY JO SHORT, CORNHUSKER MAP OFFICE
- A. - ACTUAL DISTANCE AND/OR ANGLE

● = INDICATES 1/2" IRON PIPE FOUND
○ = INDICATES 1/2" IRON PIPE PLACED

200212070



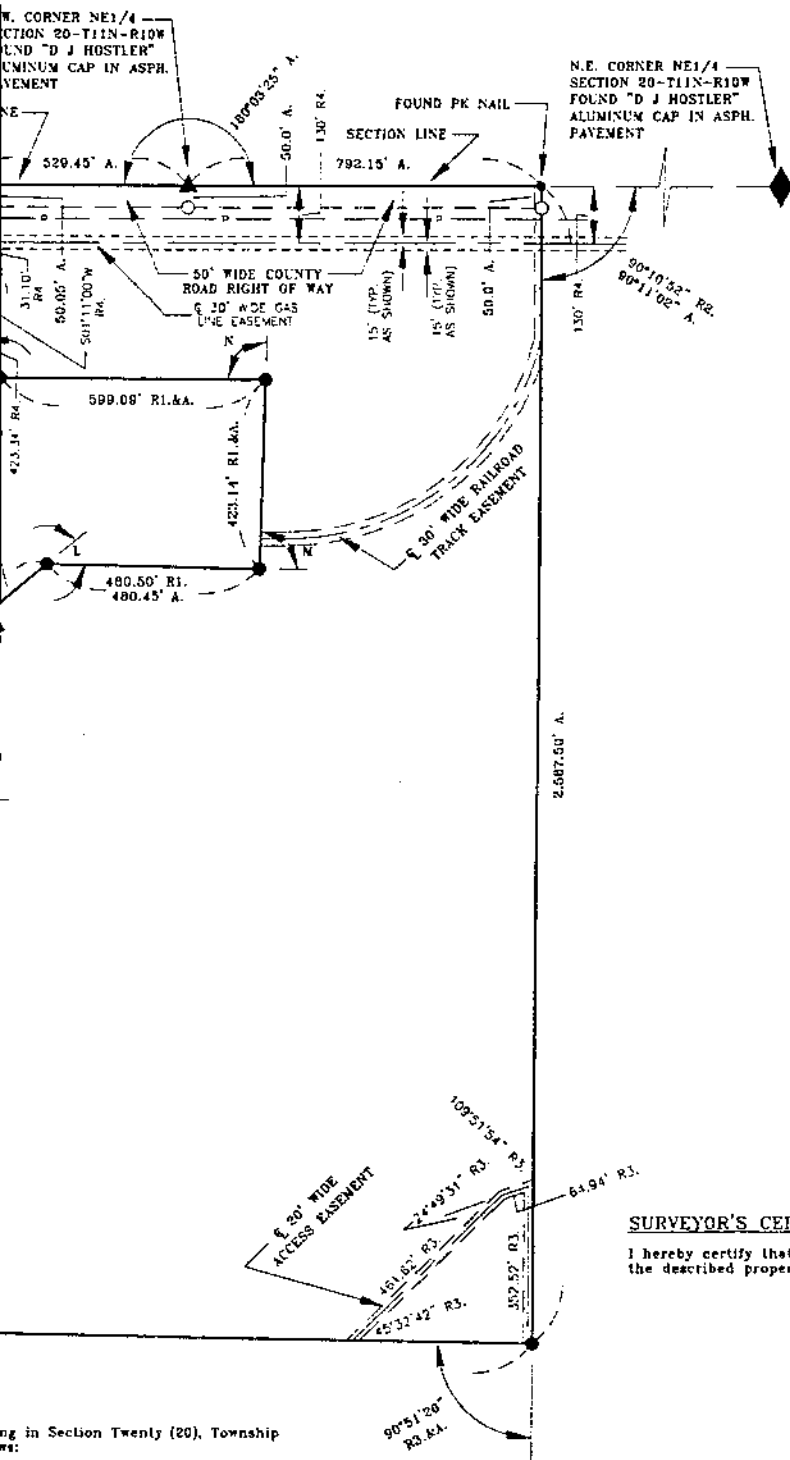
LEGAL DESCRIPTION

A tract of land comprising a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4), all being in Section Twenty (20), Towns Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of One Thousand Three Hundred Sixty Four and Sixty Two Hundredths (1,364.62) feet; thence deflecting right 90°39'30" and running southerly, a distance of Two Hundred Sixteen and Three Hundredths (216.03) feet; thence deflecting right 38°33'45" and running southwest, a distance of Four Hundred Thirty One and Fifty Five Hundredths (431.55) feet; thence deflecting right 51°15'58" and running westerly, a distance of Three Hundred Seventy Five and Eighty Three Hundredths (375.83) feet; thence deflecting left 89°19'48" and running southerly, a distance of One Hundred Seventy Nine and Five Hundredths (179.05) feet; thence deflecting left 90°48'44" and running easterly, a distance of One Hundred Ninety Three and Seven Tenths (193.70) feet; thence deflecting right 89°45'02" and running southerly, a distance of Two Hundred Eighty Five and Four Tenths (285.40) feet; thence deflecting left 89°45'07" and running easterly, a distance of Four Hundred Fifty Seven and Eighty Seven Hundredths (457.87) feet; thence deflecting right 89°59'37" and running southerly, a distance of Three Hundred Thirty Four and Fifteen Hundredths (334.15) feet; thence deflecting left 88°42'57" and running easterly, a distance of Seven Hundred Seventy One and Fifty Nine Hundredths (771.59) feet; thence deflecting left 89°42'41" and running northerly, a distance of Three Hundred Seventy and Nineteen Hundredths (370.19) feet; thence deflecting right 48°35'09" and running northeasterly, a distance of Two Hundred Forty Three and Sixty Seven Hundredths (243.67) feet; thence deflecting right 40°39'09" and running easterly, a distance of Four Hundred Eighty and Forty Five Hundredths (480.45) feet; thence deflecting left 89°33'32" and running northerly, a distance of Four Hundred Twenty Three and Fourteen Hundredths (423.14) feet; thence deflecting left 91°17'27" and running westerly, a distance of Five Hundred Ninety Nine and Nine Hundredths (599.09) feet; thence deflecting right 64°10'3" and running northwesterly, a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting right 23°03'3" and running northerly, a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet to a point on the north line of said Northwest Quarter (NW1/4); thence deflecting right 90°26'17" and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Five Hundred Twenty Nine and Forty Five Hundredths (529.45) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right 00°03'25" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Seven Hundred Ninety Two and Fifteen Hundredths (792.15) feet; thence deflecting right 90°11'02" and running southerly, a distance of Two Thousand Five Hundred Eighty Seven and Five Tenths (2,587.50) feet; thence deflecting right 90°51'28" and running westerly, a distance of Three Thousand Four Hundred Forty Five and Thirty Nine Hundredths (3,445.39) feet to a point on the west line of said Northwest Quarter (NW1/4); thence deflecting right 89°10'17" and running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Four Hundred Twenty Two and Forty Nine Hundredths (2,422.49) feet to the point of beginning and containing 163.926 acres, more or less.

S.W. CORNER NW1/4
SECTION 20-T11N-R10W
FOUND "D J HOSTLER"
ALUMINUM CAP IN ASPH.
PAVEMENT

200212070



DEFLECTION ANGLES

Point	Bearing	Distance	Deflection Angle
A	90°30'30"	RI.&A.	
B	38°34'38"	RI. 38°33'45" A.	
C	51°15'32"	RI. 51°15'58" A.	
D	89°19'48"	RI.&A.	
E	90°47'40"	RI. 90°48'44" A.	
F	89°45'30"	RI. 89°45'02" A.	
G	09°45'07"	RI.&A.	
H	90°00'07"	RI. 89°59'37" A.	
I	88°42'57"	RI.&A.	
J	89°42'41"	RI.&A.	
K	48°35'43"	RI. 48°35'09" A.	
L	40°28'34"	RI. 40°39'09" A.	
M	89°34'35"	RI. 89°33'32" A.	
N	91°18'38"	RI. 91°17'27" A.	
O	64°09'24"	RI. 64°10'28" A.	
P	23°04'13"	RI. 23°03'25" A.	
Q	90°20'17"	RI.&A.	

ing in Section Twenty (20), Township

North line of said Northwest Quarter
 hence deflecting right 90°39'30" and
 hence deflecting right 90°33'45" and running southwesterly,
 hence running westerly, a distance
 hence running southerly, a distance of One
 hence a distance of One Hundred Ninety
 hence Two Hundred Eighty Five and Four
 hence Seven and Eighty Seven Hundredths
 hence Three and Fifteen Hundredths (334.15)
 hence Sixty Nine Hundredths (771.59) feet;
 hence Seventy Nine Hundredths (370.19) feet; hence
 hence Sixty Nine Hundredths (243.67) feet; hence
 hence Four Hundred and Fourty Five (480.45) feet; hence deflecting
 hence Eighty Two and Fourteen Hundredths (82.14) feet; hence deflecting left
 hence deflecting right 64°10'28"
 hence deflecting right 23°03'25"
 hence a point on the north line of said
 hence on the north line of said Northwest Quarter
 hence on the Northeast Quarter (NE1/4);
 hence on the Northwest Quarter (NW1/4), a distance of Seven
 hence on the Northwest Quarter (NW1/4), a distance of Two Thousand
 hence on the Northwest Quarter (NW1/4), a distance of Three Thousand
 hence on the Northwest Quarter (NW1/4); hence deflecting
 hence a distance of Two Thousand Five
 hence 28 acres, more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

Lee D. Wagner, Registered Land Surveyor No. 557



PART OF NW1/4 AND NE1/4 SECTION 20-T11N-R10W HALL COUNTY, NEBRASKA	CAAP50A 07-27-2001 P.J.G. L.W. 89-09-2001 [CAS EASE.]
LAND SURVEY	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 682-6465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

TRACT NO. 50A

4100

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2010 NOV 5 PM 3 15

Kathy Braxler
REG OF DEEDS

CASH 1728.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

SPECIAL WARRANTY DEED

NEBRASKA DOCUMENTARY
STAMP TAX
Date 11-5-2010
\$ 1087.50 BY MN

G.I. ABSTRACT



DTE Rail Services, Inc., a Michigan corporation (“GRANTOR”), in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, received from or on behalf of FreightCar Rail Services, LLC, a Delaware limited liability company (“GRANTEE”), conveys to GRANTEE the real estate (as defined in Neb. Rev. Stat. 76.201) described in Exhibit A attached hereto, subject to the matters set forth on Exhibit B attached hereto.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances created by Grantor, except for easements, restrictions and covenants of record and the matters set forth on Exhibit B attached hereto;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor.

Special Provisions

This Special Warranty Deed incorporates by reference, and the conveyance of the real estate is subject to, the following provisions, which shall be binding on GRANTEE, its successors and assigns and all future owners and shall be deemed to run with the land, and GRANTEE on behalf of itself, its successors and assigns covenants that it will include and make legally binding the following provisions in all subsequent transfers, leases, or conveyance documents:

- (A) The provisions set forth in Section IV of Instrument No. 200212070 recorded on November 4, 2002, with the Hall County Register of Deeds (with respect to Parcel 1 described in Exhibit A attached hereto).
- (B) The provisions set forth in Section IV of Instrument No. 200600526 recorded on January 19, 2006, with the Hall County Register of Deeds (with respect to Parcels 2 and 4 described in Exhibit A attached hereto).
- (C) The provisions set forth in Section IV of Instrument No. 200600527 recorded on January 19, 2006, with the Hall County Register of Deeds (with respect to Parcel 3 described in Exhibit A attached hereto).

- (D) The provisions set forth in Section IV of Instrument No. 200407897 recorded on August 10, 2004, with the Hall County Register of Deeds (with respect to Parcel 5 described in Exhibit A attached hereto).
- (E) The provisions set forth in that certain Agreement and Declaration of Covenants, Restrictions and Conditions dated December 17, 2002 between DTE Rail Services, Inc. and the County of Hall and filed with the Hall County Register of Deeds Office on December 4, 2009, as Document No. 200909550 (with respect to Parcel 5 described in Exhibit A attached hereto).

Executed effective as of November 1, 2010.

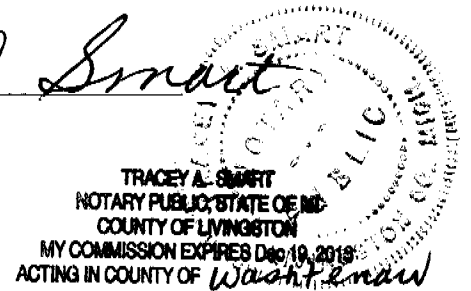
DTE RAIL SERVICES, INC.
a Michigan corporation

By: *Matthew Paul*
Name: Matthew Paul
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me on 28th Oct, 2010 by Matthew Paul, the President of DTE Rail Services, Inc, a Michigan corporation, on behalf of the corporation.

Tracey A. Smart
Notary Public



GRANTEE ACCEPTANCE:

The undersigned GRANTEE does hereby accept the herein-described property, subject to the notices, agreements, restrictions, conditions, covenants and exceptions set forth in the Special Provisions herein.

FREIGHTCAR RAIL SERVICES, LLC
a Delaware limited liability company

By: *Laurence M. Trusdell*
Name: Laurence M. Trusdell
Its: Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on October 29, 2010 by Laurence M. Trusdell, the Vice President of FreightCar Rail Services, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Michelle Lee Krofel
Notary Public

After recording return to:

Thomas L. Hefty
McDermott Will & Emery LLP
227 West Monroe Street
Chicago, IL 60606



WHEN RECORDED RETURN TO:
LAWYERS TITLE/COMMONWEALTH NCS
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
105418

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: A. tract of land comprising a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4), all. being in Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of One Thousand Three Hundred Sixty Four and Sixty Two Hundredths (1,364.62) feet; thence deflecting right 90° 39' 30" and running southerly, a distance of Two Hundred Sixteen and Three Hundredths (216.03) feet; thence deflecting right 38° 33' 45" and running southwesterly, a distance of Four Hundred Thirty One and Fifty Five Hundredths (431.55) Feet; thence deflecting right 51° 15' 56" and running westerly, a distance of Three Hundred Seventy Five and Eighty Three Hundredths (375.83) feet; thence deflecting left 89° 19' 48" and running southerly, a distance of One Hundred Seventy Nine and Five Hundredths (179.05) feet; thence deflecting left 90° 46' 44" and running easterly, a distance of One Hundred Ninety Three and Seven Tenths (193.70) feet; thence deflecting right 89° 45' 02" and running southerly, a distance of Two Hundred Eighty Five and Four Tenths (285.40) feet; thence deflecting left 89° 45' 07" and running easterly, a distance of Four Hundred Fifty Seven and Eighty Seven Hundredths (457.87) feet; thence deflecting right 89° 59' 37" and running southerly, a distance of Three Hundred Thirty Four and Fifteen Hundredths (334.15) feet; thence deflecting left 88° 42' 57" and running easterly, a distance of Seven Hundred Seventy One and Fifty Nine Hundredths (771.59) feet; thence deflecting left 89° 42' 41" and running northerly, a distance of Three Hundred Seventy and Nineteen Hundredths (370.19) feet; thence deflecting right 48° 35' 09" and running northeasterly, a distance of Two Hundred Forty Three and Sixty Seven Hundredths (243.67) feet; thence deflecting right 40° 39' 09" and running easterly, a distance of Four Hundred Eighty and Forty Five Hundredths (480.45) feet; thence deflecting left 89° 33' 32" and running northerly, a distance of Four Hundred Twenty Three and Fourteen Hundredths (423.14) feet; thence deflecting left 91° 17' 27" and running westerly, a distance of Five Hundred Ninety Nine and Nine Hundredths (599.09) feet; thence deflecting right 64° 10' 26" and running northwesterly, a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting right 23° 03' 25" and running northerly, a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet to a point on the north line of said Northwest Quarter (NW1/4); thence deflecting right 90° 26' 17" and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Five Hundred Twenty Nine and Forty Five Hundredths (529.45) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right 00 0 03' 25" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4) a distance of Seven Hundred Ninety Two and Fifteen Hundredths (792.15) feet; thence deflecting right 90° 11' 02" and running southerly, a distance of Two Thousand Five Hundred Eighty Seven and Five Tenths (2587.50) feet; thence deflecting right 90° 51' 26" and running westerly, a distance of Three Thousand Four Hundred Forty Five and Thirty Nine Hundredths (3,445.39) feet to a point on the west line of said Northwest Quarter (NW1/4); thence deflecting right 89° 19' 17" and running northerly along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two

Thousand Five Hundred Twenty Two and Forty Nine Hundredths (2,522.49) feet to the point of Beginning

PARCEL 2: A tract of land comprising a part of the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska more particularly described as follows:

Beginning at the northwest corner of said North Half (N1/2); thence running easterly along the north line of said North Half (N1/2), a distance of One Thousand Three Hundred Sixty Four and Sixty Two Hundredths (1364.62) feet, to the ACTUAL point of beginning; thence continuing easterly along the north line of said North Half (N1/2), a distance of Seven Hundred Fifty and Seventy Nine Hundredths (750.79) feet; thence deflecting right 87° 33' 43" and running southerly a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet; thence deflecting left 23° 04' 13" and running southeasterly a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting left 64° 09' 24" and running easterly a distance of One Hundred Nine and Twenty One Hundredths (109.21) feet; thence deflecting right 90° 00' 00" and running southerly Four Hundred Fifteen and Eighty Eight Hundredths (415.88) feet; thence deflecting right 50° 12' 39" and running southwesterly a distance of Two Hundred Forty Three and Seventy Four Hundredths (243.74) feet; thence deflecting left 48° 35' 43" and running southerly a distance of Three Hundred Seventy and Nineteen Hundredths (370.19) feet; thence deflecting right 89° 42' 41" and running westerly a distance of Seven Hundred Seventy One and Fifty Nine Hundredths (771.59) feet; thence deflecting right 88° 42' 57" and running northerly a distance of Three Hundred Thirty Four and Fifteen Hundredths (334.15) feet; thence deflecting left 90° 00' 07" and running westerly a distance of Four Hundred Fifty Seven and Eighty Seven Hundredths (457.87) feet; thence deflecting right 89° 45' 07" and running northerly a distance of Two Hundred Eighty Five and Thirty Eight Hundredths (285.38) feet; thence deflecting left 89° 45' 30" and running westerly a distance of One Hundred Ninety Three and Seventy Hundredths (193.70) feet; thence deflecting right 90° 47' 40" and running northerly a distance of One Hundred Seventy Nine and Five Hundredths (179.05) feet; thence deflecting right 89° 19' 48" and running easterly a distance of Three Hundred Seventy Five and Seventy Eight Hundredths (375.78) Feet; thence deflecting left 51° 15' 32" and running northeasterly a distance of Four Hundred Thirty One and Fifty Five Hundredths (431.55) feet; thence deflecting left 38° 34' 36" and running northerly a distance of Two Hundred Sixteen and Three Hundredths (216.03) feet to the ACTUAL point of beginning

PARCEL 3: A tract of land comprising a part of the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th PM, in Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said North Half (N1/2); thence running easterly along the north line of said North Half (N1/2), a distance of Two Thousand One Hundred Fifteen and Forty One Hundredths (2115.41) feet; thence deflecting right 87° 33' 43" and running southerly a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet; thence deflecting left 23° 04' 13" and running southeasterly a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting left 64° 09' 24" and running easterly a

distance of One Hundred Nine and Twenty One Hundredths (109.21) feet; to the ACTUAL point of beginning; thence continuing easterly along the last described course, a distance of Four Hundred Eighty Nine and Eighty Eight Hundredths (489.88) feet; thence deflecting right $91^{\circ} 16' 38''$ and running southerly a distance of Four Hundred Twenty Three and Fourteen Hundredths (423.14) feet; thence deflecting right $89^{\circ} 34' 35''$ and running westerly a distance of Four Hundred Eighty and Fifty Hundredths (480.50) feet; thence deflecting right $89^{\circ} 08' 47''$ and running northerly a distance of Four Hundred Fifteen and Eighty Eight Hundredths (415.88) feet, to the ACTUAL point of beginning

PARCEL 4: A tract of land comprising a part of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section Twenty (20); thence running northerly along the west line of said Section Twenty (20), a distance of One Hundred Eighteen and Ninety Four Hundredths (118.94) feet; thence deflecting right $90^{\circ} 04' 43''$ and running easterly a distance of Three Thousand Four Hundred Forty Five and Thirty Nine Hundredths (3445.39) feet, to a point Fifteen (15.0) feet west of the centerline of an existing railroad tract; thence deflecting right $89^{\circ} 08' 34''$ and running southerly parallel with and Fifteen (15.0) feet west of the centerline of an existing railroad tract a distance of One Thousand Three Hundred Ninety Seven and Ninety One Hundredths (1397.91) feet; thence deflecting right $89^{\circ} 50' 54''$ and running westerly a distance of Three Thousand Four Hundred Forty Nine and Fifty Four Hundredths (3449.54) feet, to a point on the west line of said Section Twenty (20); thence deflecting right $90^{\circ} 20' 14''$ and running northerly along the west Line of said Section Twenty (20), a distance of One Thousand Three Hundred Thirty Nine and Sixty Five Hundredths (1339.65) feet to the point of beginning

PARCEL 5: A tract of land comprising a part of the West Half (W1/2) of Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said West Half (W1/2); thence running easterly along the north line of said West Half (W1/2), a distance of Four Hundred Fifty Seven and Fifty Four Hundredths (457.54) feet; thence deflecting right $90^{\circ} 28' 43''$ and running southerly a distance of Two Thousand Nine Hundred Fifty Seven and Thirty One Hundredths (2957.31) feet; thence deflecting right $89^{\circ} 32' 03''$ and running westerly a distance of Four Hundred Thirty Three and Seventeen Hundredths (433.17) feet, to a point on the west line of said West Half (W1/2); thence deflecting right $90^{\circ} 00' 03''$ and running northerly along the west line of said West Half (W1/2), a distance of Two Hundred Ninety Nine and Five Tenths (299.50) feet to the West Quarter corner of said Section Eight (8); thence deflecting left $00^{\circ} 00' 32''$ and continuing northerly along the west line of said West Half (W1/2), a distance of Two Thousand Six Hundred Fifty Seven and Sixty Two Hundredths (2657.62) feet to the point of beginning

End of Exhibit A

**EXHIBIT B
PERMITTED EXCEPTIONS**

1. Taxes for 2010, not yet due and payable.
2. Subject to the rights of the public and others thereto in and to the use of that portion of the real estate within the bounds of any roads or highways. (As to Parcels 1, 2 and 5) (As shown on the survey identified in item #14 below)
3. Right of Way Easement executed by Anna Schoel Et Al to American Telephone and Telegraph Company of Nebraska, dated November 7, 1940, filed November 14, 1940 in Book T, Page 233. Assignment executed by Northwestern Bell Telephone Company to Northwestern Bell Telephone Company, dated April 12, 1977 in the Register of Deeds Office as Document No. 77-002052. (As to Parcels 1, 2, 3, 4 and 5)
4. Notice of Easement and Easement for Electric Distribution System executed by The Secretary of the Army under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668 to Southern Nebraska Rural Public Power District. Easement dated January 27, 1997 and Notice of Easement dated February 12, 1997, all filed March 4, 1997 in the Register of Deeds Office as Document No. 97-101563. (As to Parcels 1, 2, 3, and 4)
5. Easement for Public Road or Street executed by the Secretary of the Army under and by Virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668 to Hall County. Easement dated September 14, 1999, filed September 14, 1999 in the Register of Deeds Office as Document No. 99-109121. (As to Parcels 1, 2, 3, 4 and 5)
6. Easement for Pipeline Right of Way located on Cornhusker Army Ammunitions, Hall County, Nebraska executed by The Secretary of the Army to Northwestern Public Services. Easement for Pipeline Right of Way filed August 10, 1999 in the Register of Deeds Office as Document No. 99-108017. (As to Parcels 1, 2, 3, and 4)
7. Department of the Army Easement for Public Road or Street Located on Cornhusker Army Ammunition Plant, Hall County, Nebraska filed May 15, 2000 in the Register of Deeds Office as Document No. 200003926. Department of the Army Amendment No. 1 to Easement No. DACA45-1-00-6023, Cornhusker Army Ammunition Plant, Hall County, Nebraska filed February 28, 2001 in the Register of Deeds Office as Document No. 200101488. (As to Parcels 1, 2, 3, 4 and 5)
8. Subject to Restrictions and Conditions & Perpetual and Assignable Easements and Right of Way Access as shown in the executed Quitclaim Deed for the insured premises filed August 10, 2004 in the Register of Deeds Office as Document No. 200407897. (As to Parcels 1, 2, 3, 4, and 5)

201008263

Hall Co NE -Rail yard

9. Subject to the reservations and restrictions set forth in Department of the Army Assignment of Easement Interests for Access Roads and Railroad Facilities and Bill of Sale for Rails, Ties, Beds and Ballast located on Cornhusker Army Ammunition Plant, Hall County, Nebraska filed January 19, 2006 in the Register of Deeds Office as Document No. 200600528. (As to Parcels 1, 2, 3, and 4)
10. Subject to Easements, Reservations and Restrictions as shown in Quitclaim Deed filed January 19, 2006 in the Register of deeds Office as Document No. 200600526 and Quitclaim Deed filed January 19, 2006 in the Register of Deeds Office as Document No. 200600527 and Quitclaim Deed filed November 4, 2002 in the Register of Deeds Office as Document No. 200212070. (As to Parcels 1, 2, 3, and 4)
11. Subject to the reservations and restrictions set forth in Department of the Army Assignment of Easement interests for Railroad Facilities located on Cornhusker Army Ammunition Plant, Hall County, Nebraska filed August 10, 2004 in the Register of Deeds Office as Document No. 200407898. (As to Parcel 5)
12. Agreement and Declaration of Covenants, Restrictions and Conditions between DTE Rail Services, Inc. and the County of Hall, dated December 17, 2002, filed December 4, 2009 in the Register of Deeds Office as Document No. 200909550. (As to Parcel 5)
13. Rights of parties under unrecorded leases as follows:
 - (a) Lease dated May 1, 2006 between Property Owner and Railworks (as tenant) (As to Parcel 2);
 - (b) Agricultural License dated March 1, 2010 between Property Owner (as licensor) and Jerry Woitaszewski (as licensee) (As to Parcel 4); and
 - (c) Agricultural License dated April 1, 2010 between Property Owner (as licensor) and Michael and John Panowicz (as licensee) (As to Parcels 1 and 4).
14. Matters shown on ALTA/ACSM Land Title Survey, B&C Project No. 201001228,001, prepared by Todd L. Whitfield, and dated as of September 24, 2010, last revised October 19, 2010.

End of Exhibit B

STATE OF NEBRASKA)
COUNTY OF HALL) SS

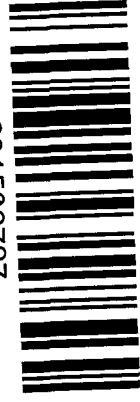
2015 SEP 30 PM 4 05

Grant P. Johnson
ASSIGNMENT OF DEEDS

CASH _____
CHECK 3590.50

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
Date 9.30.2015
\$ 3590.50 By JP



201506727

Return to: Steptoe & Johnson PLLC
Post Office Box 1588
Charleston, WV 25326-1588
Attn: Joseph G. Bunn, Esq.

58.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into on this 30th day of September, 2015. FreightCar Rail Services, LLC, a Delaware limited liability company ("GRANTOR"), in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, received from or on behalf of ARS Nebraska, LLC, a Delaware limited liability company ("GRANTEE"), conveys to GRANTEE the real estate (as defined in Neb. Rev. Stat. 76.201) described in Exhibit A attached hereto, subject to the matters set forth on Exhibit B attached hereto.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances created by GRANTOR, except for easements, restrictions and covenants of record and the matters set forth on Exhibit B attached hereto;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under GRANTOR.

Special Provisions

This Special Warranty Deed incorporates by reference, and the conveyance of the real estate is subject to, the following provisions, which shall be binding on GRANTEE, its successors and assigns and all future owners and shall be deemed to run with the land, and GRANTEE on behalf of itself, its successors and assigns covenants that it will include and make legally binding the following provisions in all subsequent transfers, leases, or conveyance documents:

- (A) The provisions set forth in Section IV of Instrument No. 200212070 recorded on November 4, 2002, with the Hall County Register of Deeds (with respect to Parcel 1 described in Exhibit A attached hereto).
- (B) The provisions set forth in Section IV of Instrument No. 200600526 recorded on January 19, 2006, with the Hall County Register of Deeds (with respect to Parcels 2 and 4 described in Exhibit A attached hereto).
- (C) The provisions set forth in Section IV of Instrument No. 200600527 recorded on January 19, 2006, with the Hall County Register of Deeds (with respect to Parcel 3 described in Exhibit A attached hereto).
- (D) The provisions set forth in Section IV of Instrument No. 200407897 recorded on August 10, 2004, with the Hall County Register of Deeds (with respect to Parcel 5 described in Exhibit A attached hereto).
- (E) The provisions set forth in that certain Agreement and Declaration of Covenants, Restrictions and Conditions dated December 17, 2002 between DTE Rail Services, Inc. and the County of Hall and filed with the Hall County Register of Deeds Office on December 4, 2009, as Document No. 200909550 (with respect to Parcel 5 described in Exhibit A attached hereto).
- (F) The provisions set forth in that certain Special Warranty Deed as Instrument No. 201008263 recorded on November 5, 2010 with the Hall County Register of Deeds.

[Signature page to follow.]

IN WITNESS WHEREOF, the GRANTOR has executed this Special Warranty Deed as of the date first written above.

FREIGHTCAR RAIL SERVICES, LLC,
a Delaware limited liability company

By: Joseph E. Menzley
Name: Joseph E. Menzley
Its: President

STATE OF Illinois)
)
COUNTY OF Cook)

I, Vicki L. Prot, Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph E. Menzley, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as the free and voluntary act of said manager, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal, this 28th day of September, 2015

Vicki L. Prot
NOTARY PUBLIC

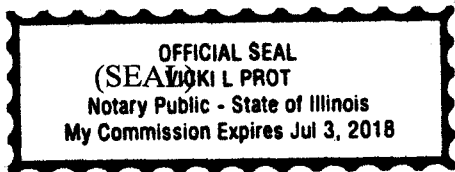


EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: A tract of land comprising a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4), all being in Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of One Thousand Three Hundred Sixty Four and Sixty Two Hundredths (1,364.62) feet; thence deflecting right $90^{\circ} 39' 30''$ and running southerly, a distance of Two Hundred Sixteen and Three Hundredths (216.03) feet; thence deflecting right $38^{\circ} 33' 45''$ and running southwesterly, a distance of Four Hundred Thirty One and Fifty Five Hundredths (431.55) Feet; thence deflecting right $51^{\circ} 15' 56''$ and running westerly, a distance of Three Hundred Seventy Five and Eighty Three Hundredths (375.83) feet; thence deflecting left $89^{\circ} 19' 48''$ and running southerly, a distance of One Hundred Seventy Nine and Five Hundredths (179.05) feet; thence deflecting left $90^{\circ} 46' 44''$ and running easterly, a distance of One Hundred Ninety Three and Seven Tenths (193.70) feet; thence deflecting right $89^{\circ} 45' 02''$ and running southerly, a distance of Two Hundred Eighty Five and Four Tenths (285.40) feet; thence deflecting left $89^{\circ} 45' 07''$ and running easterly, a distance of Four Hundred Fifty Seven and Eighty Seven Hundredths (457.87) feet; thence deflecting right $89^{\circ} 59' 37''$ and running southerly, a distance of Three Hundred Thirty Four and Fifteen Hundredths (334.15) feet; thence deflecting left $88^{\circ} 42' 57''$ and running easterly, a distance of Seven Hundred Seventy One and Fifty Nine Hundredths (771.59) feet; thence deflecting left $89^{\circ} 42' 41''$ and running northerly, a distance of Three Hundred Seventy and Nineteen Hundredths (370.19) feet; thence deflecting right $48^{\circ} 35' 09''$ and running northeasterly, a distance of Two Hundred Forty Three and Sixty Seven Hundredths (243.67) feet; thence deflecting right $40^{\circ} 39' 09''$ and running easterly, a distance of Four Hundred Eighty and Forty Five Hundredths (480.45) feet; thence deflecting left $89^{\circ} 33' 32''$ and running northerly, a distance of Four Hundred Twenty Three and Fourteen Hundredths (423.14) feet; thence deflecting left $91^{\circ} 17' 27''$ and running westerly, a distance of Five Hundred Ninety Nine and Nine Hundredths (599.09) feet; thence deflecting right $64^{\circ} 10' 26''$ and running northwesterly, a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting right $23^{\circ} 03' 25''$ and running northerly, a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet to a point on the north line of said Northwest Quarter (NW1/4); thence deflecting right $90^{\circ} 26' 17''$ and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of

Five Hundred Twenty Nine and Forty Five Hundredths (529.45) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right $00^{\circ} 03' 25''$ and running easterly, along and upon the north line of said Northeast Quarter (NE1/4) a distance of Seven Hundred Ninety Two and Fifteen Hundredths (792.15) feet; thence deflecting right $90^{\circ} 11' 02''$ and running southerly, a distance of Two Thousand Five Hundred Eighty Seven and Five Tenths (2587.50) feet; thence deflecting right $90^{\circ} 51' 26''$ and running westerly, a distance of Three Thousand Four Hundred Forty Five and Thirty Nine Hundredths (3,445.39) feet to a point on the west line of said Northwest Quarter (NW1/4); thence deflecting right $89^{\circ} 19' 17''$ and running northerly

along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Five Hundred Twenty Two and Forty Nine Hundredths (2,522.49) feet to the point of Beginning

AND

PARCEL 2: A tract of land comprising a part of the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska more particularly described as follows:

Beginning at the northwest corner of said North Half (N1/2); thence running easterly along the north line of said North Half (N1/2), a distance of One Thousand Three Hundred Sixty Four and Sixty Two Hundredths (1364.62) feet, to the ACTUAL point of beginning; thence continuing easterly along the north line of said North Half (N1/2), a distance of Seven Hundred Fifty and Seventy Nine Hundredths (750.79) feet; thence deflecting right 87° 33' 43" and running southerly a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet; thence deflecting left 23° 04' 13" and running southeasterly a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting left 64° 09' 24" and running easterly a distance of One Hundred Nine and Twenty One Hundredths (109.21) feet; thence deflecting right 90° 00' 00" and running southerly Four Hundred Fifteen and Eighty Eight Hundredths (415.88) feet; thence deflecting right 50° 12' 39" and running southwesterly a distance of Two Hundred Forty Three and Seventy Four Hundredths (243.74) feet; thence deflecting left 48° 35' 43" and running southerly a distance of Three Hundred Seventy and Nineteen Hundredths (370.19) feet; thence deflecting right 89° 42' 41" and running westerly a distance of Seven Hundred Seventy One and Fifty Nine Hundredths (771.59) feet; thence deflecting right 88° 42' 57" and running northerly a distance of Three Hundred Thirty Four and Fifteen Hundredths (334.15) feet; thence deflecting left 90° 00' 07" and running westerly a distance of Four Hundred Fifty Seven and Eighty Seven Hundredths (457.87) feet; thence deflecting right 89° 45' 07" and running northerly a distance of Two Hundred Eighty Five and Thirty Eight Hundredths (285.38) feet; thence deflecting left 89° 45' 30" and running westerly a distance of One Hundred Ninety Three and Seventy Hundredths (193.70) feet; thence deflecting right 90° 47' 40" and running northerly a distance of One Hundred Seventy Nine and Five Hundredths (179.05) feet; thence deflecting right 89° 19' 48" and running easterly a distance of Three Hundred Seventy Five and Seventy Eight Hundredths (375.78) Feet; thence deflecting left 51° 15' 32" and running northeasterly a distance of Four Hundred Thirty One and Fifty Five Hundredths (431.55) feet; thence deflecting left 38° 34' 36" and running northerly a distance of Two Hundred Sixteen and Three Hundredths (216.03) feet to the ACTUAL point of beginning

AND

PARCEL 3: A tract of land comprising a part of the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said North Half (N1/2); thence running easterly along the north line of said North Half (N1/2), a distance of Two Thousand One Hundred Fifteen and Forty One Hundredths (2115.41) feet; thence deflecting right 87° 33' 43" and running southerly a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet; thence

deflecting left 23° 04' 13" and running southeasterly a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting left 64° 09' 24" and running easterly a distance of One Hundred Nine and Twenty One Hundredths (109.21) feet; to the ACTUAL point of beginning; thence continuing easterly along the last described course, a distance of Four Hundred Eighty Nine and Eighty Eight Hundredths (489.88) feet; thence deflecting right 91° 16' 38" and running southerly a distance of Four Hundred Twenty Three and Fourteen Hundredths (423.14) feet; thence deflecting right 89° 34' 35" and running westerly a distance of Four Hundred Eighty and Fifty Hundredths (480.50) feet; thence deflecting right 89° 08' 47" and running northerly a distance of Four Hundred Fifteen and Eighty Eight Hundredths (415.88) feet, to the ACTUAL point of beginning

AND

PARCEL 4: A tract of land comprising a part of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the West Quarter corner of said Section Twenty (20); thence running northerly along the west line of said Section Twenty (20), a distance of One Hundred Eighteen and Ninety Four Hundredths

(118.94) feet; thence deflecting right 90° 40' 43" and running easterly a distance of Three Thousand Four Hundred Forty Five and Thirty Nine Hundredths (344.39) feet, to a point Fifteen (15.0) feet west of the centerline of an existing railroad tract; thence deflecting right 89° 08' 34" and running southerly parallel with and Fifteen (15.0) feet west of the centerline of an existing railroad tract a distance of One Thousand Three Hundred Ninety Seven and Ninety One Hundredths (1397.91) feet; thence deflecting right 89° 50' 54" and running westerly a distance of Three Thousand Four Hundred Forty Nine and Fifty Four Hundredths (3449.54) feet, to a point on the west line of said Section Twenty (20); thence deflecting right 90° 20' 14" and running northerly along the west line of said Section Twenty (20), a distance of One Thousand Three Hundred Thirty Nine and Sixty Five Hundredths (1339.65) feet to the point of beginning

EXCEPTING a certain tract more particularly described in Deed recorded as Document No. 200509308 and EXCEPTING a certain tract more particularly described in Deed recorded as Document No. 200509309

AND

PARCEL 5: A tract of land comprising a part of the West Half (W1/2) of Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said West Half (W1/2); thence running easterly along the north line of said West Half (W1/2), a distance of Four Hundred Fifty Seven and Fifty Four Hundredths (457.54) feet; thence deflecting right 90° 28' 43" and running southerly a distance of Two Thousand Nine Hundred Fifty Seven and Thirty One Hundredths (2957.31) feet; thence deflecting right 89° 32' 03" and running westerly a distance of Four Hundred Thirty Three and Seventeen Hundredths (433.17) feet, to a point on the west line of said West Half (W1/2); thence deflecting right 90° 00' 03" and running northerly along the west line of said West Half (W1/2),

a distance of Two Hundred Ninety Nine and Five Tenths (299.50) feet to the West Quarter corner of said Section Eight (8); thence deflecting left $00^{\circ} 00' 32''$ and continuing northerly along the west line of said West Half (W1/2), a distance of Two Thousand Six Hundred Fifty Seven and Sixty Two Hundredths (2657.62) feet to the point of beginning

EXHIBIT B**PERMITTED EXCEPTIONS**

- a. Right of Way Easement executed by Anna Schoel Et Al to American Telephone and Telegraph Company of Nebraska dated November 7, 1940, filed November 14, 1940 in Book T. Page 233. Assignment executed by Northwestern Bell Telephone Company to Northwestern Bell Telephone Company dated April 12, 1977 in the Register of Deeds Office as Document No. 77-002052. (Parcels 1-4)
- b. Notice of Easement and Easement for Electric Distribution System executed by The Secretary of the Army under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668 to Southern Nebraska Rural Public Power District. Easement dated January 27, 1997 and Notice of Easement dated February 12, 1997, all filed March 4, 1997 in the Register of Deeds Office as Document No. 97-101563. (Parcels 1-5)
- c. Easement for Public Road or Street executed by the Secretary of the Army under and by Virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668 to Hall County. Easement dated September 3, 1999, filed September 14, 1999 in the Register of Deeds Office as Document No. 99-109121. (Parcels 1-5)
- d. Easement for Pipeline Right of Way located on Cornhusker Army Ammunitions, Hall County, Nebraska executed by The Secretary of the Army to Northwestern Public Services. Easement for Pipeline Right of Way filed August 10, 1999 in the Register of Deeds Office as Document No. 99-108017. (Parcels 1-4)
- e. Department of the Army Easement for Public Road or Street Located on Cornhusker Army Ammunition Plant, Hall County, Nebraska filed May 15, 2000 in the Register of Deeds Office as Document No. 200003926. Department of the Army Amendment No. 1 to Easement No. DACA45-1-00-6023, Cornhusker Army Ammunition Plant, Hall County, Nebraska filed February 28, 2001 in the Register of Deeds Office as Document No. 200101488. (Parcels 1-5)
- f. Department of the Army Easement for Public Recreational Trail located on Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed June 4, 2001 in the Register of Deeds Office as Document No. 200105237. Department of the Army Amendment No. 1 to Easement No. DACA45-2-01-6078, Cornhusker Army Ammunition Plant, Hall County, Nebraska filed March 4, 2002 in the Register of Deeds Office as Document No. 200202406. Department of the Army Amendment No. 2. to Easement No. DACA45-2-01-6078 Cornhusker Army Ammunition Plant, Hall County, Nebraska filed August 22, 2002 in the Register of Deeds Office as Document No. 200208779. Department of the Army Amendment No. 4, to Easement No. DACA45-2-01-6078 Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed January 12, 2006 in the Register of Deeds Office as Document No. 200600318. (Parcels 1-5)
- g. Subject to Restrictions and Conditions & Perpetual and Assignable Easements and Right of Way Access as shown in the executed Quitclaim Deed for the insured premises filed August 10, 2004 in the Register of Deeds Office as Document No. 200407897. (Parcels 1-5)

- h. Department of the Army Assignment of Easement Interests for Access Roads and Railroad Facilities and Bill of Sale for Rails, Ties, Beds and Ballast located on Cornhusker Army Ammunition Plant, Hall County, Nebraska filed January 19, 2006 in the Register of Deeds Office as Document No. 200600528. Assignment executed by DTE Rail Services, Inc. to FCRS, effective as of November 1, 2010, filed November 5, 2010 in the Register of Deeds Office as Document No. 201008264. (Parcels 1-4)
- i. Subject to the Rights of the Railroad, if any. (Parcels 1-4)
- j. Subject to Easements, Reservations and Restrictions as shown in Quitclaim Deed filed January 19, 2006 in the Register of deeds Office as Document No. 200600526 and Quitclaim Deed filed January 19, 2006 in the Register of Deeds Office as Document No. 200600527 and Quitclaim Deed filed November 4, 2002 in the Register of Deeds Office as Document No. 200212070. (Parcels 1-4)
- k. Special Warranty Deed filed November 5, 2010 in the Register of Deeds Office as Document No. 201008263. (Parcels 1-5)
- l. Department of the Army Assignment of Easement interests for Railroad Facilities located on Cornhusker Army Ammunition Plant, Hall County, Nebraska filed August 10, 2004 in the Register of Deeds Office as Document No. 200407898. Assignment of Easement executed by DTE Rail Services, Inc. to FCRS, a Delaware limited liability company, effective as of November 1, 2010 and filed November 5, 2010 in the Register of Deeds Office as Document No. 201008265. (Parcel 5)
- m. Agreement and Declaration of Covenants, Restrictions and Conditions between DTE Rail Services, Inc. and the County of Hall, dated December 17, 2002, filed December 4, 2009 in the Register of Deeds Office as Document No. 200909550. (Parcel 5)
- n. Rights of parties under unrecorded leases as follows:
 - i. Agricultural License dated April 13, 2015 between FCRS (licensor) and John Kaliff (licensee);
 - ii. Agricultural Lease dated June 1, 2011 between FCRS (licensor) and Eric Hostetler and Aron Hostetler (licensee);
 - iii. Lease of Building S-37 dated May 1, 2011 between FCRS (landlord) and Railworks Corporation (tenant);
 - iv. Agricultural License dated April 1, 2011 between FCRS (licensor) to Michael Panowicz and John Panowicz (licensee); and
 - v. Agricultural License dated March 1, 2011 between FCRS (licensor) to Jerry and Linda Woitaszewski's, Corporation (licensee).

End of Exhibit B