Entered As Instrument No
0200407897

STATE OF NEBRASKA)
COUNTY OF HALL)

2004 AUG 10 PM 2 26

Kathy Hoach
REG OF DEEDS

C
~~CASH~~ 157.50
CHECK

REFUNDS:
CASH
CHECK

NEBRASKA DOCUMENTARY
STAMP TAX
Date 8-10-2004
$ EXEMPT #2 BY JK

G.I. ABSTRACT

Cornhusker Army Ammunition Plant
Hall County, Nebraska
Portions of Acquisition Tracts 14, 17, 18, 19, 26, 27, 58, 60B, 61, 72, 73, 106 and 108

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 19th day of July, 2004, 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&H) 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 transferred to Grantee; and

WHEREAS, the Department of the Army has completed environmental restoration required, if any, with respect to the Property conveyed herein; 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

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.

3

I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Seven Hundred Fifty Two Thousand and No/100 Dollars ($752,000.00), 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, his successors and assigns, including a non-exclusive 20-foot wide access easement located on Tract 26A that is shown on Exhibit "A-1" to the quitclaim deed dated 30 May 2003, conveying said Tract 26A to Southern Public Power District, recorded as Instrument Number 0200307151 on 6 June 2003 in the land records of Hall County, Nebraska, and also shown and described on Exhibit "A-1" hereto, 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:

Four parcels of land comprising parts of Sections Five (5), Eight (8), Seventeen (17), Twenty (20) and Twenty Nine (29), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all being located in Hall County, Nebraska, containing 145.719 acres, more or less (hereinafter referred to as the "Property"), and more particularly shown and described in **Exhibits "A-1", "A-2", "A-3" and "A-4"**, attached hereto and made a part hereof.

RESERVING, however, to the Grantor and its assigns, a perpetual and assignable easement for the operation of the existing water lines (hereinafter "facilities") that cross the Property (Parcel 1), as shown in Exhibit "A-1", and connects Well Houses EW-6 (Tract 37A) and EW-7 (Tract 38A), associated with the Pump and Treatment Plant located in Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, together with access to the facilities for monitoring and/or maintenance purposes. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

RESERVING, however, to the Grantor, its successors and assigns, ownership and exclusive use of the existing monitoring wells located on the Property together with access across the Property for the purpose of monitoring and/or closing the two wells located on the Property. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same. One monitoring well is located in the northern part of Parcel No. 1 (G0004) and the other monitoring well is located near the middle of Parcel No. 1 (G0009).

RESERVING, however, to the Grantor and its assigns a perpetual and assignable right, power, and easement in, upon, over and across the above described Property as follows: no new water wells shall be constructed and maintained on the land for domestic purposes; no existing water wells shall be utilized on the land for domestic purposes; and no ground water shall be used for domestic purposes. Domestic purposes include human consumption, sanitation, bathing, cooking, laundering, and swimming. Domestic purposes do not include crop irrigation,

watering of livestock, and fire control. Ground water means that water which occurs in or moves, seeps, filters, or percolates through ground under the surface of the land. Grantor and its assigns also reserve a perpetual right of access to any and all portions of the above described real Property for the purposes of monitoring compliance with and enforcing said easement, including the right, at Grantee, its successors, and assigns sole expense, to close and decommission any water wells being constructed, maintained, or utilized on the land for domestic purposes and to disconnect and remove any related pumping equipment, piping and utilities. Grantor and its assigns shall have the right to enforce said easement in any court of competent jurisdiction. In the event that explosive contamination in the groundwater, as identified in the Record of Decision, is attenuated to less than the cleanup levels established in Table 1 of the final revised Operable Unit 1 Record of Decision Amendment signed on 28 September 2001, or any later amendments to this Record of Decision, the underlying fee owner(s) may file a written application with the U.S. Army Corps of Engineers, Omaha District, Real Estate Division, Omaha, Nebraska, for a written release of said easement. A copy of this application shall be furnished to the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality. Said release will be issued to the underlying fee owner(s) only in the event that the Army Corps of Engineers, in its sole discretion, gives its approval. In the event such a release is issued, the underlying fee owner(s) will bear all costs of recording the release in the local county records.

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.

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

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

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

b. SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rents and other beneficial interests in favor of Grantor in and to the following leases to the extent, and only to the extent that such rents and other beneficial interests cover the Property:

Department of the Army Lease No. DACA45-1-79-6041 granted to DTE Rail Services, Inc., for lease of certain land, buildings and railroad facilities located on the CHAAP.

III. CERCLA COVENANT AND RESERVED ACCESS EASEMENT

a. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA) 42 U.S.C. 9620(h)(3), the Grantor has

made a complete search of its records concerning the Property subject to this deed. Those records indicate that the hazardous substances, as defined by Section 101(14) of CERCLA, shown on **Exhibit "B"**, attached hereto and made a part hereof, have been stored for one year or more (S), released (R), or disposed of (D) on the Property during the time the Property was owned by the Grantor. The Grantee should review the Final Environmental Baseline Survey No. 38-EH-8519-99, dated 9-20 November 1998, as amended by Amendment No. 1, signed April 2002, the Environmental Baseline Survey for the Property, dated 3 May 1999, and the Finding of Suitability for Transfer, dated August 2001, for further details.

b. The Grantor covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any such substances remaining on the Property has been taken prior to the date hereof. Furthermore, excepting those situations where the Grantee hereunder (who was a lessee of the Property), its successors or assigns, or any other lessee of the Property subsequent to 14 September 1979, is a potentially responsible party, as defined by CERCLA, any additional remedial action found to be necessary with respect to any such substance remaining on the Property after the date hereof shall be conducted by the United States.

c. The Grantor reserves a right of access to any and all portions of the herein-described parcels of land for purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the 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 conveyance of the herein described parcels of land, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner and any authorized occupant of the Property) to enter upon the herein described parcels of land and conduct investigations and surveys, to include drilling, test-pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCLUSIONS, COVENANTS, AND RESTRICTIONS AFFECTING THE PROPERTY FEDERAL FACILITY AGREEMENT

This conveyance is expressly made subject to the following environmental notices, exclusions, 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

The Grantee acknowledges that Cornhusker Army Ammunition Plant has been identified as a National Priority List (NPL) site under the Comprehensive, Environmental, Response,

Compensation and Liability Act (CERCLA) of 1980, as amended. 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, have been provided the Grantee. The Grantee, its successors and assigns, agree 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, its successors and assigns, further agree that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

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

The Grantee has received the technical environmental reports, including the Environmental Baseline Surveys for the Property dated 9-20 November 1998, as amended, the Environmental Baseline Survey dated 3 May 1999, and the FOST for the Property dated August 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.

If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property on or after 15 September 1979, 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 prior to 15 September 1979. 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 on or after 15 September 1979, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, on or after 15 September 1979. This Subparagraph VI.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. Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes

1. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential

dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

2. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead-based paint assessment, which have been provided to the Grantee. All purchasers must receive the federally-approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this subparagraph.

3. The Grantee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

4. The Grantee covenants and agrees that it shall not permit the occupancy or use of the buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

5. The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (2) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines, and (3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

6. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the Property for residential purposes. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

7. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint hazards on the Property if used for residential purposes.

8. The covenants, restrictions, requirements and obligations of this Subsection IV.c. shall be binding upon the Grantee, its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Subsection IV.c. in all subsequent transfers, leases, or conveyance documents.

d. Notice of the Presence of Asbestos and Covenant

1. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") has been found on the Property, as described in the EBS/FOST. The ACM on the Property does not currently pose a threat to human health or the environment. All friable asbestos that posed a risk to human health has been removed.

2. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property.

3. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

4. The Grantee acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

5. The Grantor assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or ACM in buildings and structures, or whether the Property is or is not suitable for a particular purpose. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, penalties, costs and attorneys' fees arising out of or in any manner predicated upon, future asbestos abatement or remediation from within buildings and structures on the Property; disposal of ACM or asbestos after conveyance to the Grantee; personal injury, death or property damages resulting from, related to, caused by or arising out of exposure to asbestos within buildings and structures on the Property on or after conveyance of such portion of the Property to the Grantee. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this Subsection. The Grantee shall not be responsible for indemnifying or holding the Grantor harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of exposure to asbestos that occurred prior to the date of this Deed.

e. Polychlorinated Biphenyls (PCBs) Containing Equipment Notification

The Grantee is hereby informed and does acknowledge that equipment-containing polychlorinated biphenyls (PCBs) exist on the Property to be conveyed and that said equipment is owned by Southern Public Power District.

f. Land Use Restrictions

The Department of the Army has undertaken careful environmental study of the Property and concluded that the highest and best use of the Property is limited by its environmental condition to commercial/industrial/agricultural uses. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the Grantor, State of Nebraska, and Grantee, the following covenants and restrictions are included in this deed to assure the use of the Property is consistent with the environmental condition of the Property. The following restrictions and covenants benefit both the lands retained by the Grantor and the general public welfare and are consistent with the State of Nebraska and Federal environmental statutes.

1. Commercial/Industrial/Agricultural Use Restrictions

(a) The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for commercial industrial and agricultural purposes and not for residential

purposes, the Property having been remediated only for commercial, industrial and agricultural uses. Commercial, Industrial and Agricultural uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels, and retail activities. Residential use includes, but is not limited to, housing, day care facilities, and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.

(b) Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential use of the Property. Any such additional remediation will be at no additional cost to the Grantor and with the Grantor's prior written consent. Consent may be conditioned upon such terms and conditions, as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow residential use of the Property and upon the Grantee's obtaining the approval of the Army Corps of Engineers, the Environmental Protection Agency (EPA) and the Nebraska Department of Environmental Quality (DEQ) and, if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of Nebraska, Hall County, as this deed, a Partial Release of Covenant. Grantee shall bear the cost of recording and reasonable administrative fees.

2. Ground Water Notice

Due to past munitions loading, assembly, and packing operations, there is groundwater contamination under portions of the Property. The groundwater contamination consists of RDX, HMX, and TNT. The Grantor has installed a Pump and Treatment Plant, which is in operation to remediate the groundwater contamination. The groundwater remediation operations are expected to continue until 2030. This remediation action was approved by the EPA and Nebraska DEQ in a Record of Decision (ROD), Operable Unit One-Groundwater dated November 1994 and Amendment thereto dated 28 September 2001. Grantor, at its expense, shall remove all equipment and close all monitoring wells in accordance with applicable Nebraska law when the remediation is completed.

3. Enforcement

(a) The above covenant/restrictions shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and State of Nebraska. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

(b) The Grantee covenants for itself, its successors and assigns that it shall include and otherwise make legally binding the above land use restrictions in all subsequent leases, transfer or conveyance documents relating to the Property subject hereto. Notwithstanding this

provision, failure to include these land use restrictions in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, its successors and assigns.

(c) The Grantee, for itself, its successors and assigns, covenants that it will not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(d) Notwithstanding any other provision of this Deed; any agreement between the Grantee and the Grantor; the provisions of CERCLA, including CERCLA Section 120(h)(3), as amended, the Grantee on behalf of itself, its successors and assigns, covenants and agrees that the Grantee or the then record owner of the Property will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of this Subsection IV.f., or of the negative easement in Section I.

4. Submissions

Modifications of Restrictions. The Grantee shall submit any requests to use the Property for residential purposes, access or use the ground water, install monitoring wells, or other modification to the above restrictions to Grantor, with a copy to EPA and Nebraska DEQ, by first class mail, postage prepaid, addressed as follows:

(a) to Grantor:	Corps of Engineers, Omaha District ATTN: CENWO-RE-M 106 South 15th Street Omaha, NE 68102-1618
(b) to EPA:	U.S. Environmental Protection Agency, Region VII 901 North 5th Street Kansas City, KS 66101
(c) to STATE EPA:	Nebraska Department of Environmental Quality P.O. Box 98922 Lincoln, NE 68509-8922

V. 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 successors and 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 except for warranties, responsibilities and agreements of Grantor specifically set forth herein, 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 any agreement or promise to alter, improve, adapt or repair the Property.

b. The Grantee, its successors and assigns, 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 contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license.

VI. AGREEMENTS, NOTICES AND CONDITIONS

a. 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.

b. Wetlands Notice

A portion of the Property contains wetlands.

c. Rail Use Agreement Between DTE Rail Services, Inc., and County of Hall, Nebraska

Use of the conveyed railroad facilities and rights-of-way will be in accordance with the provisions set forth in the AGREEMENT AND DECLARATION OF COVENANTS, RESTRICTIONS AND CONDTIONS, dated 17 December 2002, between DTE Rail Services, Inc., and County of Hall, Nebraska, attached hereto as **Exhibit "C"** and made a part hereof.

VII. 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 No. DACA45-2-99-6157 granted to Hall County for road rights-of-way.

2. Easement No. DACA45-2-99-6023 granted to Hall County for road rights of way.

3. Easement No. DACA45-2-97-6024 granted to Southern Nebraska Rural Public Power District for electric power-line and substation rights-of-way.

4. Department of the Army Lease No. DACA45-1-79-6041 granted to DTE Rail Services, Inc., for lease of certain railroad facilities located on the CHAAP. The Grantor upon conveyance of the Property described in this deed will amend the said lease and delete the conveyed Property from the leased premises.

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 that 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.

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&H) and the Seal of the Department of the Army to be hereunto affixed this 19th day of July, 2004.

UNITED STATES OF AMERICA

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

COMMONWEALTH OF VIRGINA)
)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, 2006, 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&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 19th day of July, 2004, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

_____
Notary Public

My commission expires: 30 November 2006

GRANTEE ACCEPTANCE

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 13 th day of April, 2004, in Washtenaw County, State of Michigan.

DTE Rail Services, Inc.

BY: Evan J. O'Neil

TITLE: Chief Executive Officer

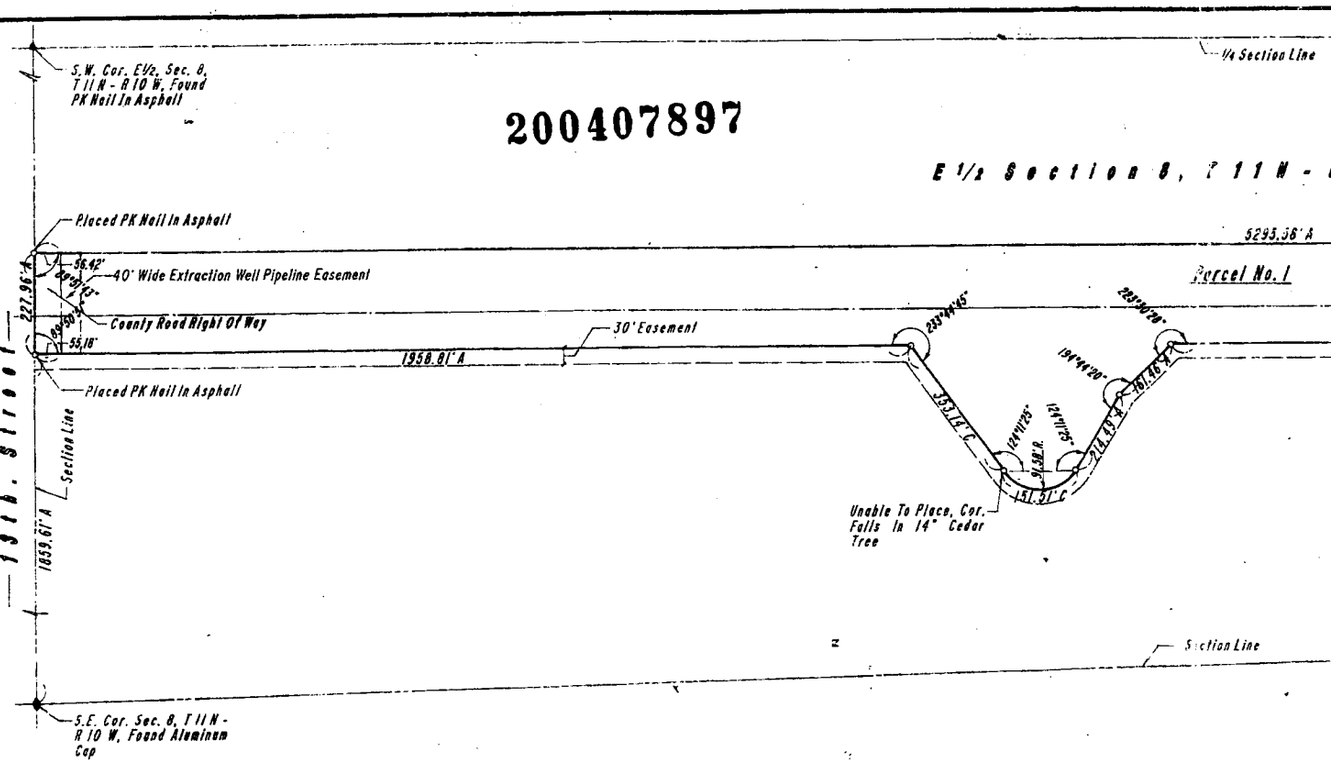
STATE OF MICHIGAN)
) **ss**
COUNTY OF WASHTENAW)

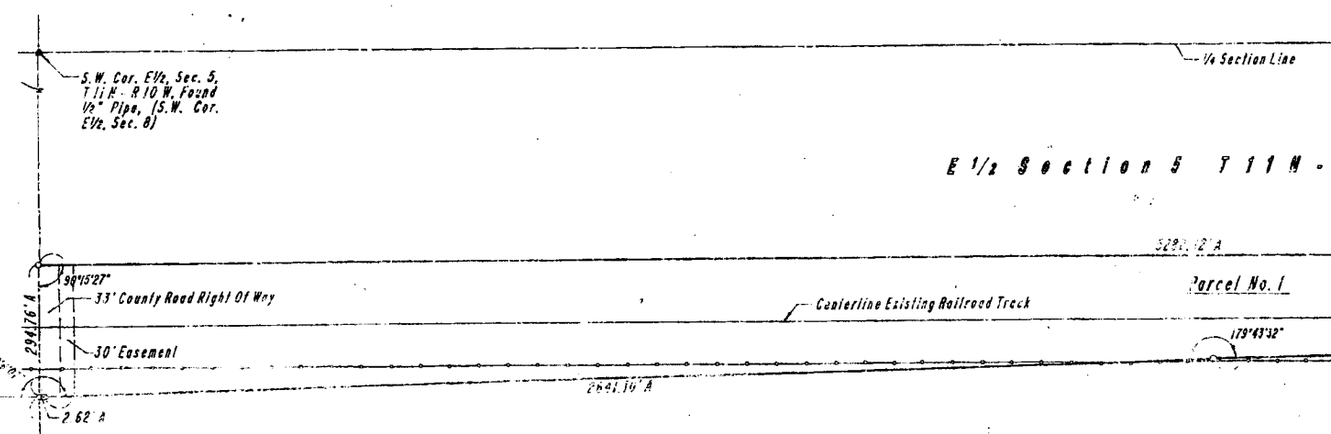
The foregoing Quitclaim Deed was acknowledged before me this 13 day of April, 2004, by Evan J. O'Neal.

Notary Public

My commission expires: 9/2/2007

200407897





LEGAL DESCRIPTION (Parcel No. 1)

A tract of land located in the east half (E1/2) of Sections Five (5) and 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 northeast corner of said Section Five (5); thence running westerly along the north line of said Section Five (5), a distance of One Thousand Seven Hundred Eighty (1780.0) feet, to the ACTUAL point of beginning; thence deflecting left 91°55'37" and running southerly a distance of Two Thousand Six Hundred Forty Seven and Seventeen Hundredths (2647.17) feet; thence deflecting right 00°16'28" and running southerly a distance of Two Thousand Six Hundred Forty One and One Tenth (2641.10) feet; thence deflecting right 00°41'53" and running southerly a distance of Two and Sixty Two Hundredths (2.62) feet, to a point on the south line of said Section Five (5), and to a point on the north line of said Section Eight (8), said point being One Thousand Seven Hundred Seventy Nine and Ninety Six Hundredths (1779.96) feet west of the northeast corner of said Section Eight (8); thence continuing southerly along the last described course, a distance of One Thousand Three Hundred Seventy Nine and Eleven Hundredths (1379.11) feet; thence deflecting right 90°57'16" and running westerly a distance of One Hundred Five and Thirty One Hundredths (105.31) feet; thence deflecting left 90°15'22" and running southerly a distance of One Thousand Three Hundred Sixty Four and Thirty Four Hundreths (1364.34) feet; thence deflecting left 43°30'28" and running southeasterly a distance of One Hundred Sixty One and Forty Six Tenths (161.46) feet; thence deflecting left 14°44'20" and running southeasterly a distance of Two Hundred Fourteen and Forty Nine Hundredths (214.49) feet, to a point of curvature; thence running southwesterly alohg the arc of a curve to the right whose radius is Ninety One and Fifty Eight Hundredths (91.58) feet, the long chord of which deflects right 55°48'35" from the last described course, a long chord distance of One Hundred Fifty One and Fifty One Hundredths (151.51) feet, to a point of tangency; thence deflecting right 55°48'35" from the last described course and running southwesterly a distance of Three Hundred Fifty Three and Fourteen Hundredths (353.14) feet; thence deflecting left 53°44'45" and running southerly a distance of One Thousand Nine Hundred Fifty Eight and Eighty One Hundredths (1958.81) feet, to a point on the south line of said Section Eight (8), said point being One Thousand Eight Hundred Fifty Nine and Sixty One Hundredths (1859.61) feet west of the southeast corner of said Section Eight (8); thence deflecting right 90°09'09" and running westerly along the south line of said Section Eight (8), a distance of Two Hundred Twenty Seven and Ninety Six Hundredth's (227.96) feet; thence deflecting right 90°08'17" and running northerly a distance of Five Thousand Two Hundred Ninety Five and Fifty Eight Hundredths (5295.58) feet, to a point on the north line of said Section Eight (8) and the south line of said Section Five (5); thence deflecting left 00°00'08" and running northerly a distance of Five Thousand Two Hundred Eighty Eight and Eighty Two Hundredths (5288.82) feet, to a point on the north line of said Section Five (5); thence deflecting right 90°20'27" and running easterly along the north line of said Section Five (5), a distance of One Hundred Sixty and Seventy Five Hundredths (160.75) feet, to the ACTUAL point of beginning and containing 59.328 acres more or less, of which 0.923 acres more less is presently occupied by public road right of way. Net 58.405 acres more or less.

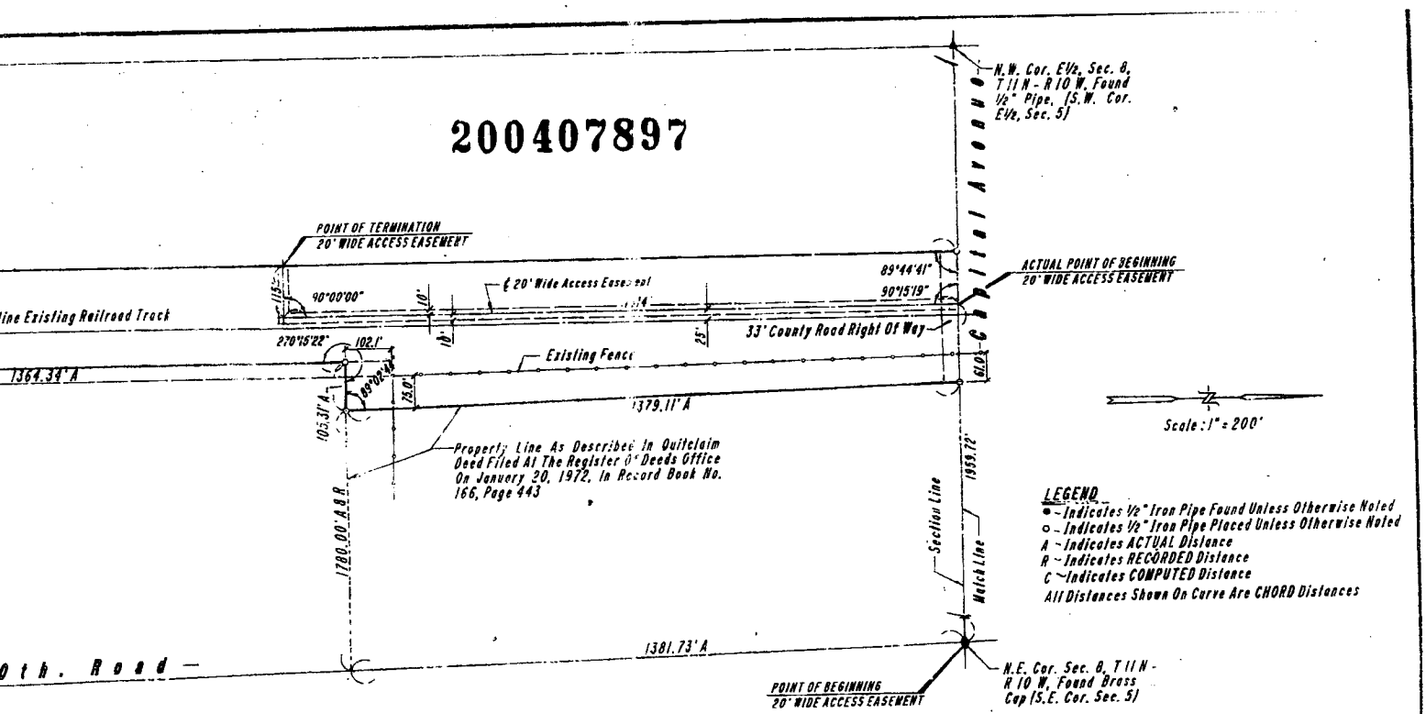
ACCESS E

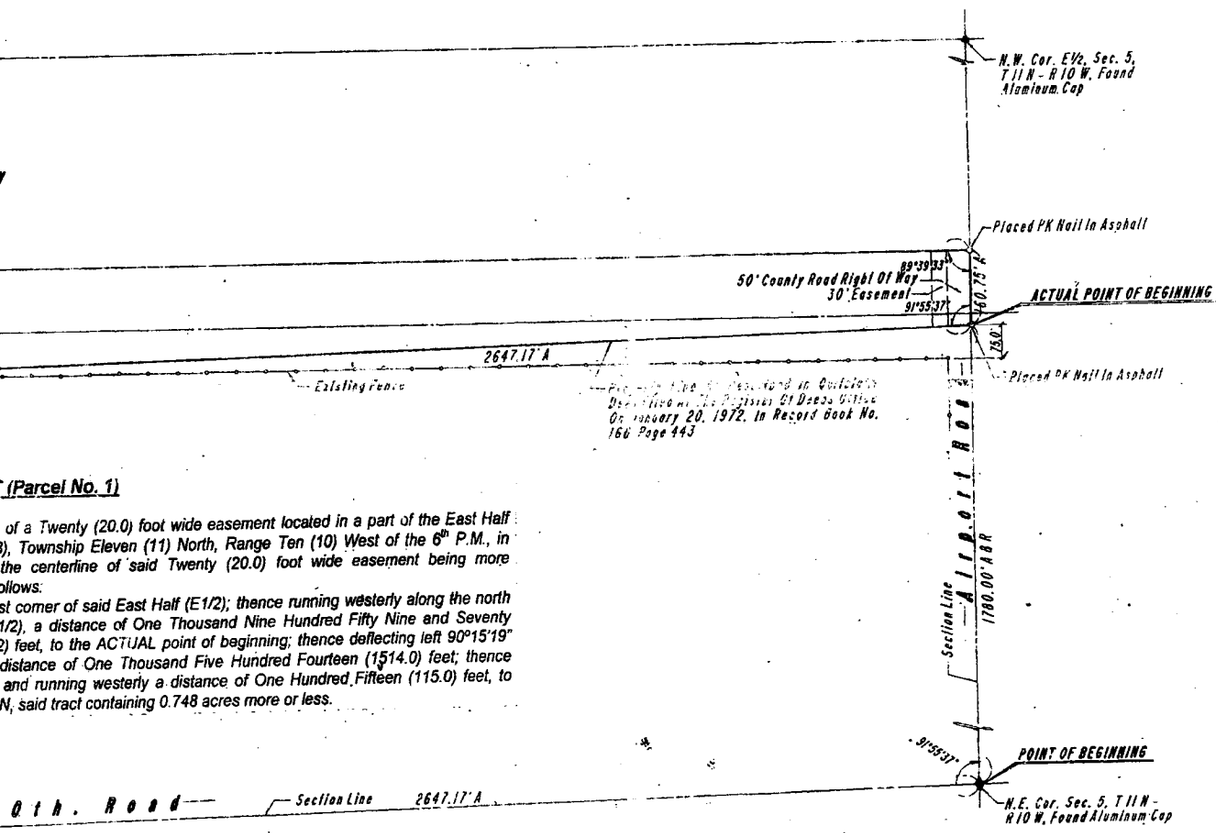
A tract of la
(E1/2) of Se
Hall County,
particularly d
Beginning a
line of said
Two Hundre
and running
deflecting rig
the point of T

6670.0' A

E1/4 Cor. Se
R 10 W, Fo
Pipe

200407897





(Parcel No. 1)

of a Twenty (20.0) foot wide easement located in a part of the East Half
3), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in
the centerline of said Twenty (20.0) foot wide easement being more
ollows:
st corner of said East Half (E1/2); thence running westerly along the north
1/2), a distance of One Thousand Nine Hundred Fifty Nine and Seventy
2) feet, to the ACTUAL point of beginning; thence deflecting left 90°15'19"
distance of One Thousand Five Hundred Fourteen (1514.0) feet; thence
and running westerly a distance of One Hundred Fifteen (115.0) feet, to
N, said tract containing 0.748 acres more or less.

EXHIBIT "A-1" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED

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

LS-349

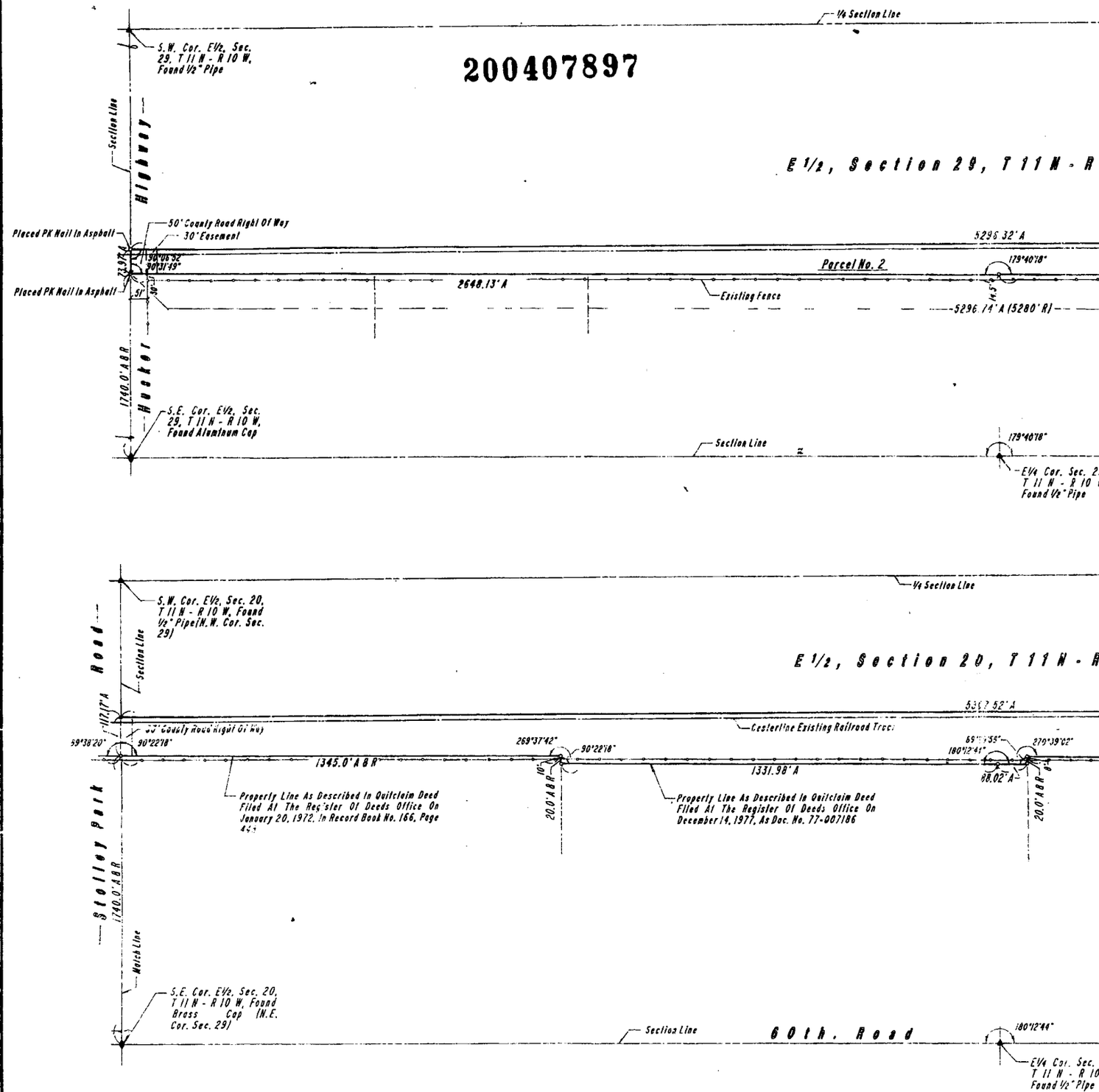
Ronald R. Rockwell, Reg. Land Surveyor No. 349

2510 NORTH WEBB ROAD
GRAND ISLAND, NEBRASKA 68802
P.O. BOX 64
PHONE (308) 382-147

LAND SURVEY
Pt. E1/2, Sections 5 And 8, T11N - R10W
Hall County, Nebraska

SUBMITTED BY:	DRAWN BY: Deryl S.
CHECKED BY: R.R.R.	SHEET No. 1 Of 1 / DWG. No.
APPROVED BY:	
DATE: June 29, 2000	REVISIONS December 4, 2000 June 24, 20 January 24, 2001
PROJECT No.	

200407897



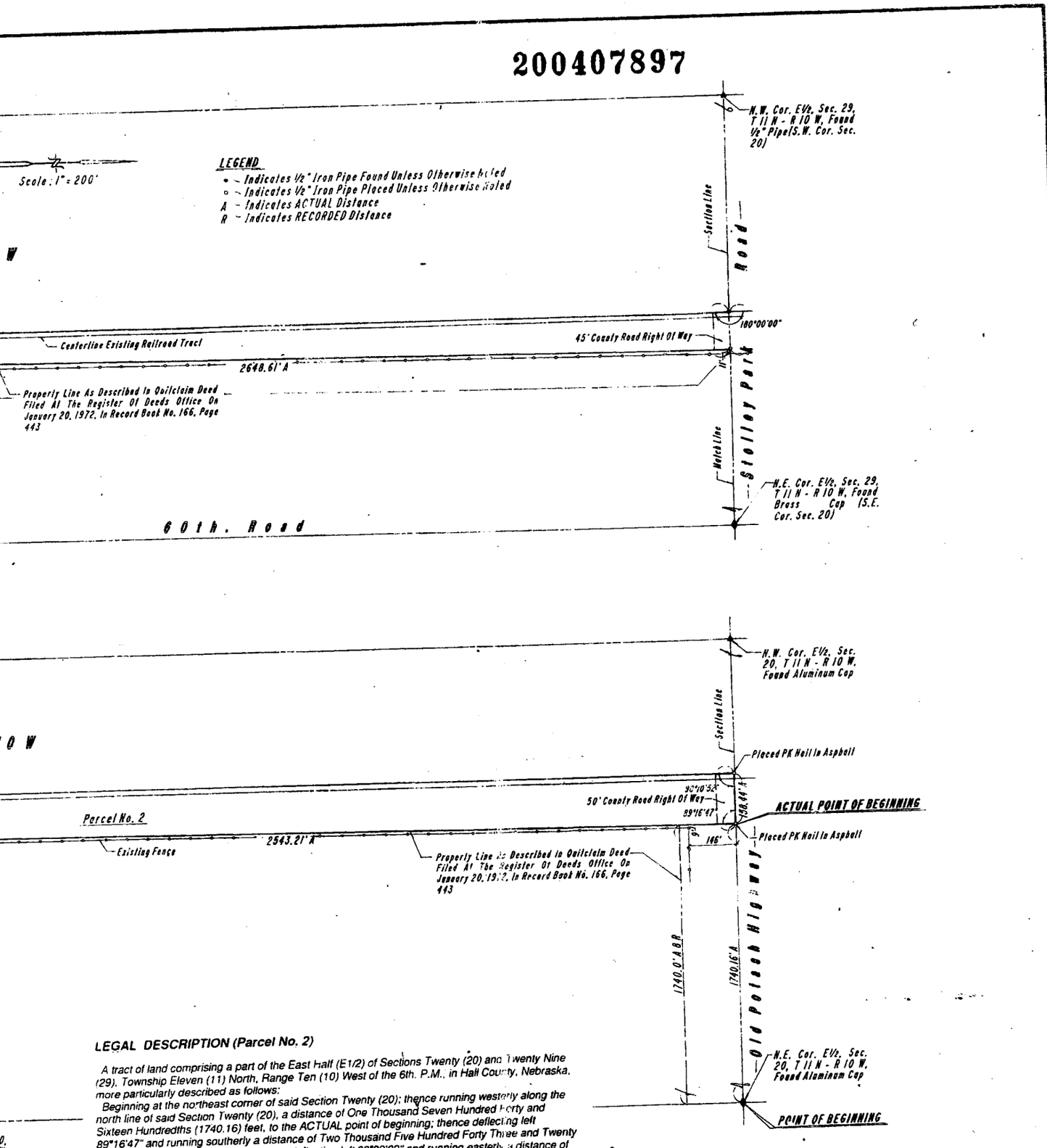
SURVEYOR'S CERTIFICATE

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.

REGISTERED SURVEYOR 349 LAND SURVEYOR RONALD R. ROCKWELL

Ronald R. Rockwell, Reg. Land Surveyor No. 349

200407897



LEGAL DESCRIPTION (Parcel No. 2)

A tract of land comprising a part of the East Half (E1/2) of Sections Twenty (20) and Twenty Nine (29), Township Eleven (11) North, Range Ten (10) West of the 6th. P.M., in Hall County, Nebraska, more particularly described as follows:

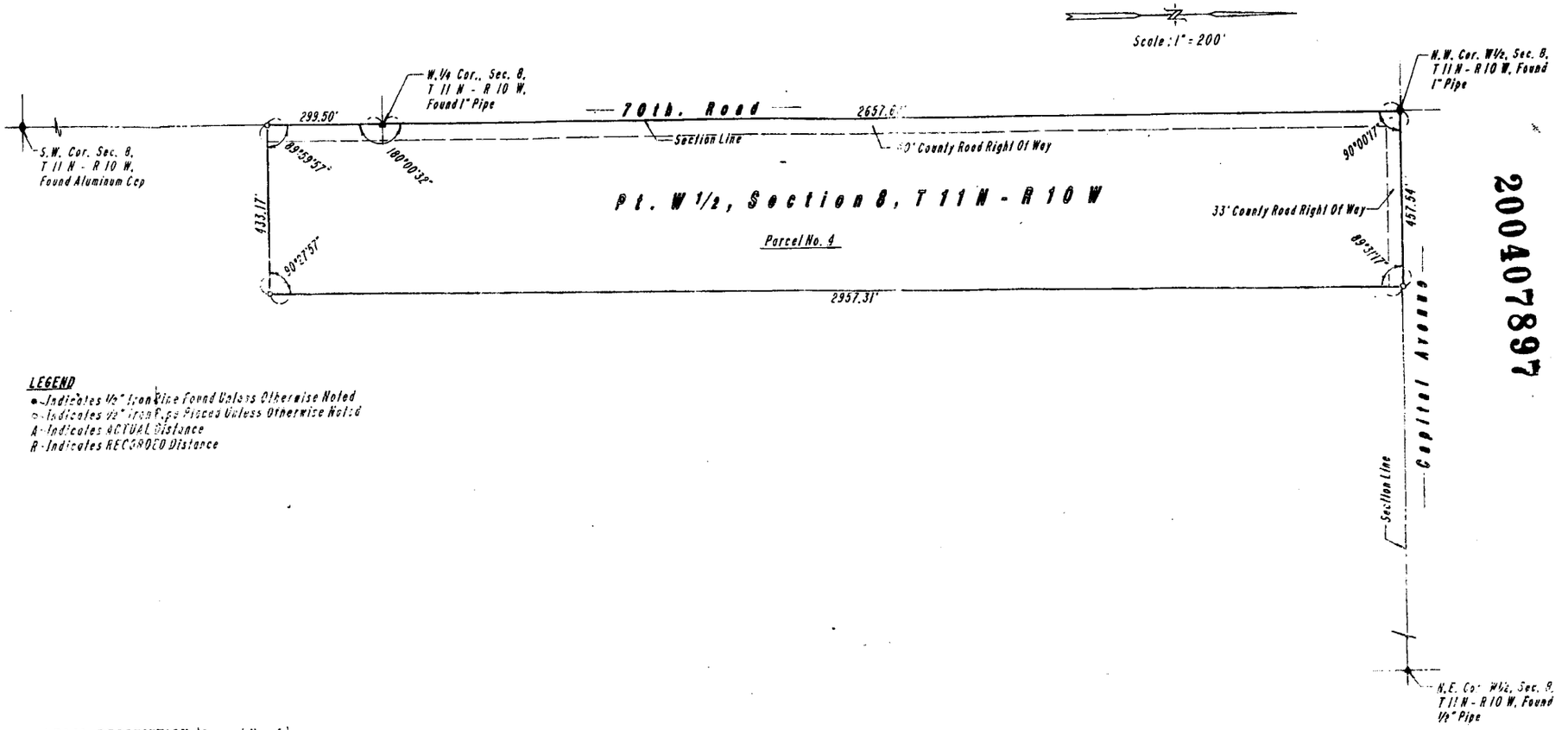
Beginning at the northeast corner of said Section Twenty (20); thence running westerly along the north line of said Section Twenty (20), a distance of One Thousand Seven Hundred Forty and Sixteen Hundredths (1740.16) feet, to the ACTUAL point of beginning; thence deflecting left 89°16'47" and running southerly a distance of Two Thousand Five Hundred Forty Three and Twenty One Hundredths (2543.21) feet; thence deflecting left 90°39'02" and running easterly a distance of Twenty (20.0) feet; thence deflecting right 90°39'02" and running southerly a distance of Eighty Eight and Two Hundredths (88.02) feet; thence deflecting left 00°12'44" and running southerly a distance of One Thousand Three Hundred Thirty One and Ninety Eight Hundredths (1331.98) feet; thence deflecting right 89°37'42" and running westerly a distance of Twenty (20.0) feet; thence deflecting left 89°37'42" and running southerly a distance of One Thousand Three Hundred Forty Five (1345.0) feet, to a point on the south line of said Section Twenty (20), and to a point on the north line of said Section Twenty Nine (29), said point being One Thousand Seven Hundred Forty (1740.0) feet west of the northeast corner of said Section Twenty Nine (29); thence deflecting left 00°00'38" and running southerly a distance of Two Thousand Six Hundred Forty Eight and Sixty One Hundredths (2648.61) feet; thence deflecting right 00°19'42" and running southerly a distance of Two Thousand Six Hundred Forty Eight and Thirteen Hundredths (2648.13) feet, to a point on the south line of said Section Twenty Nine (29), said point being One Thousand Seven Hundred Forty (1740.0) feet west of the southeast corner of said Section Twenty Nine (29); thence deflecting right 89°24'11" and running westerly along the south line of said Section Twenty Nine (29), a distance of Seventy Three and Ninety Seven Hundredths (73.97) feet; thence deflecting right 89°53'08" and running northerly a distance of Five Thousand Two Hundred Ninety Six and Thirty Two Hundredths (5296.32) feet, to a point on the north line of said Section Twenty Nine (29), and to a point on the south line of said Section Twenty (20); thence continuing northerly along the last described course a distance of Five Thousand Three Hundred Seven and Fifty Two Hundredths (5307.52) feet, to a point on the north line of said Section Twenty (20); thence deflecting right 89°49'08" and running easterly along the north line of said Section Twenty (20), a distance of One Hundred Fifty Eight and Forty Four Hundredths (158.44) feet, to the ACTUAL point of beginning and containing 29.376 acres more or less of which 0.477 acres more or less is presently occupied by public road right of way. Net 28.899 acres more or less.

EXHIBIT "A-2" ATTACHED TO AND MADE A PART OF QUITCLAIM DEED

ROCKWELL & ASSOC. ENGINEERING & SURVEYING
2310 NORTH WEBB ROAD
GRAND ISLAND, NEBRASKA 68802
P.O. BOX 548
PHONE (308) 382-1472

LAND SURVEY
Pt. E½, Sections 20 And 29, T11N - R10W
Hall County, Nebraska

SUBMITTED BY:	DRAWN BY: Daryl S.	
CHECKED BY: R.R.R.	SHEET No.	DWG. No.
APPROVED BY:	1 of 1	
DATE: June 20, 2000	REVISIONS January 24, 2001	
PROJECT No.		



LEGEND

- Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- Indicates 1/2" Iron Pipe Placed Unless Otherwise Noted
- A - Indicates ACTUAL Distance
- R - Indicates RECORDED Distance

LEGAL DESCRIPTION (Parcel No. 4)

A tract of land comprising a part of the West Half (W½), 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 (W½); thence running easterly along the north line of said West Half (W½), 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 (W½); thence deflecting right 90° 00' 03" and running northerly along the west line of said West Half (W½), 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° 00' 32" and continuing northerly along the west line of said West Half (W½), a distance of Two Thousand Six Hundred Fifty Seven and Sixty Two Hundredths (2657.62) feet, to the point of beginning, and containing 30.231 acres more or less, of which 3.032 acres more or less is presently occupied by public road right of way. Net 27.199 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.

REGISTERED LS-349 LAND SURVEYOR NEBRASKA

Ronald R. Rockwell L.S. 349

EXHIBIT "A-3" ATTACHED TO AND MADE

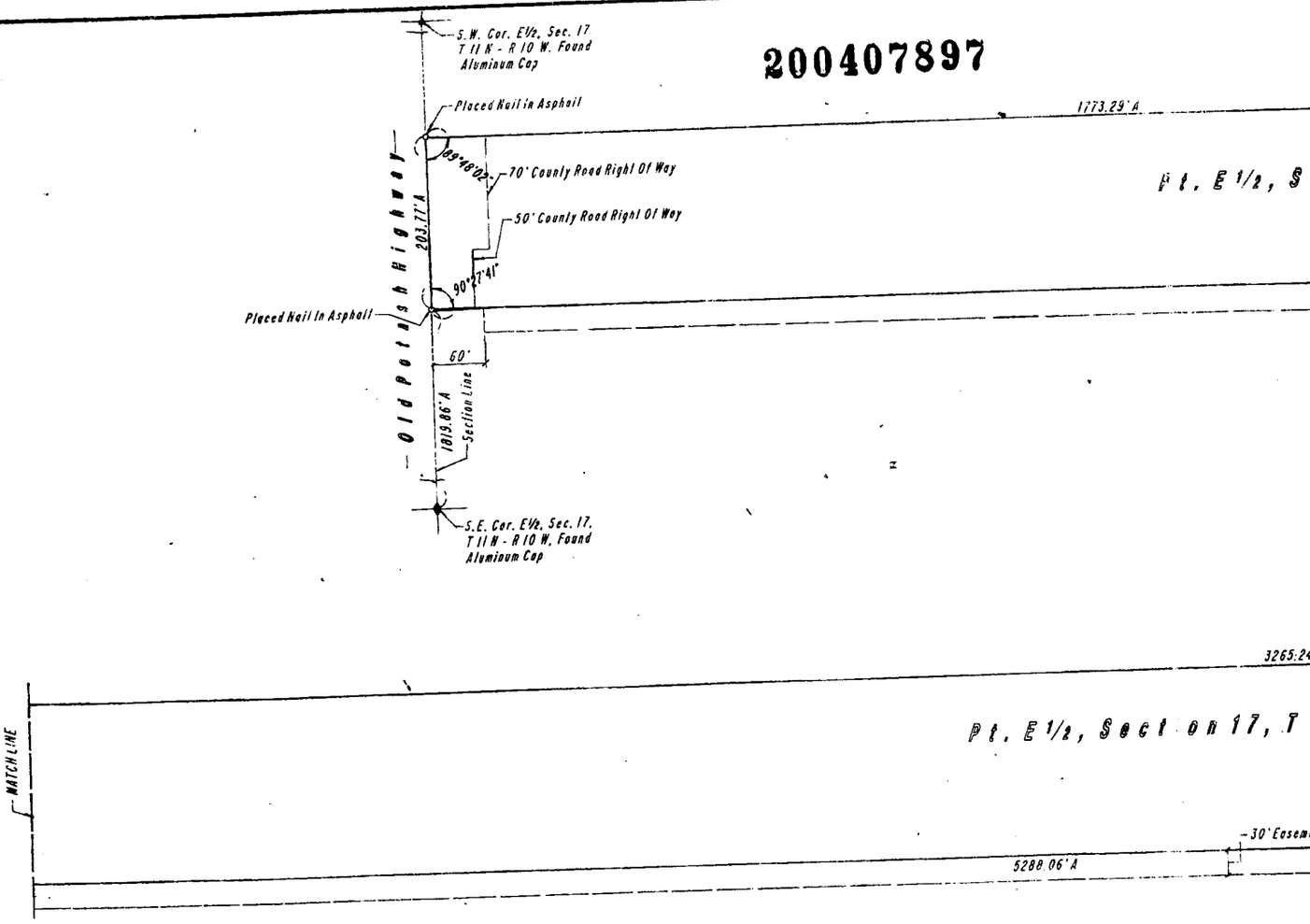
A PART OF QUITCLAIM DEED

LAND SURVEY
Pt. W½, Section 8, T11N - R10W
Hall County, Nebraska

SUBMITTED BY:	DRAWN BY: Daryl S.	
CHECKED BY: R.R.R.	SHEET No. 1 of 1	DWG. No.
APPROVED BY:		

200407897

200407897



LEGEND
- ●-Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- ○-Indicates 1/2" Iron Pipe Placed Unless Otherwise Noted
- A-Indicates ACTUAL Distance
- R-Indicates RECORDED Distance

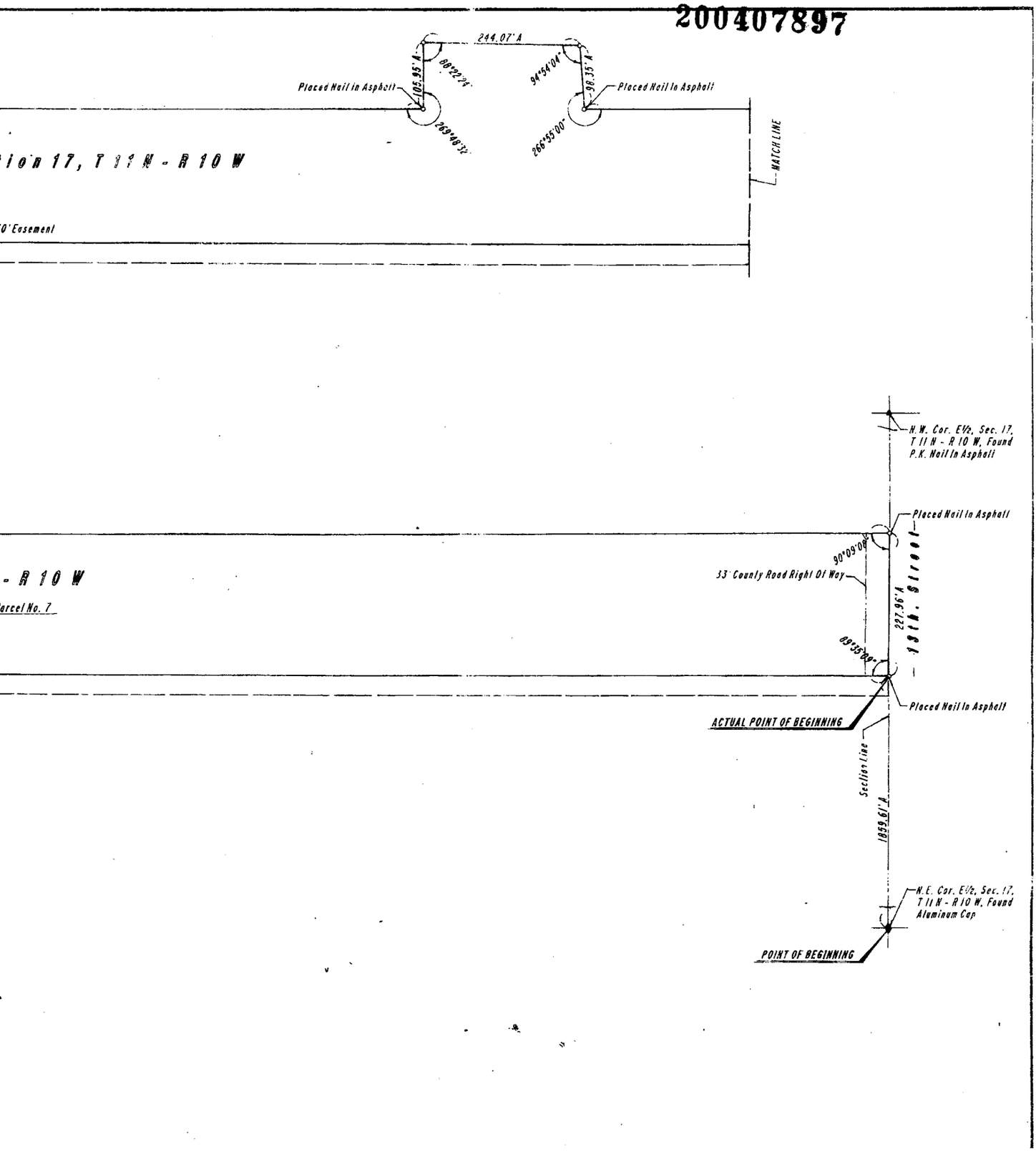
Scale : 1" = 100'

LEGAL DESCRIPTION (Parcel No. 7)

A tract of land comprising a part of the East Half (E1/2) of Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th. P.M., Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said East Half (E1/2); thence running westerly along the north line of said East Half (E1/2), a distance of One Thousand Eight Hundred Fifty Nine and Sixty One Hundredths (1859.61) feet, to the ACTUAL point of beginning; thence deflecting left 89°35'09" and running southerly a distance of Five Thousand Two Hundred Eighty Eight and Six Hundredths (5288.06) feet, to a point on the south line of said East Half (E1/2); thence deflecting right 89°32'19" and running westerly along the south line of said East Half (E1/2), a distance of Two Hundred Three and Seventy Seven Hundredths (203.77) feet; thence deflecting right 90°11'58" and running northerly a distance of One Thousand Seven Hundred Seventy Three and Twenty Nine Hundredths (1773.29) feet; thence deflecting left 89°48'32" and running westerly a distance of One Hundred Five and Ninety Five Hundredths (105.95) feet; thence deflecting right 91°37'36" and running northerly a distance of Two Hundred Forty Four and Seven Hundredths (244.07) feet; thence deflecting right 85°05'56" and running easterly a distance of Ninety Eight and Thirty Five Hundredths (98.35) feet; thence deflecting left 86°55'00" and running northerly a distance of Three Thousand Two Hundred Sixty Five and Twenty Four Hundredths (3265.24) feet, to a point on the north line of said East Half (E1/2); thence deflecting right 89°50'52" and running easterly along the north line of said East Half (E1/2), a distance of Two Hundred Twenty Seven and Ninety Six Hundredths (227.96) feet, to the ACTUAL point of beginning and containing 26.784 acres more or less of which 0.471 acres more or less is presently occupied by public road right of way. Net 26.313 acres more or less

200407897



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.

NEBRASKA REGISTERED 349 LAND SURVEYOR ROCKWELL

Ronald R. Rockwell, Reg. Land Surveyor No. 349

EXHIBIT "A-4" ATTACHED TO AND MADE A PART OF QUITCLAIM DEED

ROCKWELL & ASSOC. ENGINEERING & SURVEYING
2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802
P.O. BOX 549, PHONE (308) 382-1472

LAND SURVEY
Pt. E½, Section 17, T 11 N - R 10 W
Hall County, Nebraska

SUBMITTED BY:	DRAWN BY: Daryl S.	
CHECKED BY: R.R.R.	SHEET No.	DWG. No.
APPROVED BY:	1011	
DATE: June 29, 2000	REVISIONS: January 24, 2001	
PROJECT No.		

Notification Hazardous Substance Storage, Release, and Disposal			
Parcel Description	**Name of Hazardous Substance(s)**	**Date of Storage, Release, or Disposal**	**Remedial Actions**
RAILROAD TRACKS	RDX and other explosive compounds	Past ordnance production and disposal since 1942. **(Released)**	Portions of the tracks lie over the RDX plume. CHAAP has installed a Pump and Treatment Plant, which is in operation to remediate the groundwater contamination. Record of Decision (ROD) for Operable Unit One - Groundwater. Letters concurring with the FOST, the Army's decision to transfer and the Hall County Reuse Authority Plan proposing to transfer these parcels of property to DTE Rail Car Service, Inc. were received from EPA Region VII on 3 May 2001 and from NDEQ on 6 March 2000.
CLASSIFICATION YARD	RDX and other explosive compounds	Past ordnance production and disposal since 1942 **(Released)**	The RDX plume lies beneath a portion of the land in the classification yards. CHAAP has installed a Pump and Treatment Plant, which is in operation to remediate the groundwater contamination. Record of Decision (ROD) for Operable Unit One - Groundwater. Letters concurring with the FOST, the Army's decision to transfer and the Hall County Reuse Authority Plan proposing to transfer these parcels of property to DTE Rail Car Service, Inc. were received from EPA Region VII on 3 May 2001 and from NDEQ on 6 March 2000.
59 ACRES - Parcel #1 Approximately 59 acres of land between Airport Road and 13th Street and between the centerline of the north-south rail lines and a line 140 feet west of and parallel to said centerline.	RDX and other explosive compounds	Past ordnance production and disposal since 1942. **(Released)**	A portion of the RDX plume lies in the southeast corner under a part of this 59 parcel of land. CHAAP has installed a Pump and Treatment Plant, which is in operation to remediate the ground-water contamination. Record of Decision (ROD) for Operable Unit One - Groundwater. Letters concurring with the FOST, the Army's decision to transfer and the Hall County Reuse Authority Plan proposing to transfer these parcels of property to DTE Rail Car Service, Inc. were received from EPA Region VII on 3 May 2001 and from NDEQ on 6 March 2000.
Determined and Prepared by: Ms. Jo Short	Title: Realty Specialist	Site: Cornhusker AAP	Location: Grand Island, Nebraska 68803 **EXHIBIT "B"**

EXHIBIT "B" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED

200407897

AGREEMENT AND DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

This Agreement and Declaration (this "Agreement"), dated December 17, 2002, is between DTE Rail Services, Inc., a Michigan corporation ("DTERS") and the County of Hall, a political subdivision of the State of Nebraska (the "County").

RECITALS

A. Pursuant to Public Law 103-337, Section 2836 and Resolution Number 98-0030B (the "Resolution") of the Hall County Board of Supervisors (the "Board"), DTERS is the designated transferee from the Department of Defense of certain designated tracts, rail easements and railroad track (the "DTERS Designated Property") located in the Cornhusker Army Ammunition Plant ("CAAP") and more particularly described in the Resolution which includes the North-South Rail Line, as defined below and described in Exhibit A attached hereto. A Legal description of the CAAP is attached hereto as Exhibit B.

B. Pursuant to the Resolution, DTERS is required to enter into an agreement with the County of Hall incorporating certain conditions, restrictions and covenants contained in the Resolution.

C. Pursuant to Public Law 103-337, Section 2836 and Resolution Number 02-0030a of the Board, Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska ("NPPD") is the designated transferee from the DOD of certain other designated tracts described (subject to final deed) in Exhibit C attached hereto (the "NPPD Designated Property") located in the CAAP.

D. This Agreement sets forth the conditions, covenants and restrictions agreed to and declared by DTERS and accepted by the County in complete satisfaction of the requirements of Paragraph 2 of the Resolution, as the same may be amended.

AGREEMENT AND DECLARATIONS

DTERS hereby declares, and DTERS and the County hereby agree as follows:

1. Private Rail Crossings

DTERS agrees to grant easements and/or rights-of-way, without charge or compensation therefor, for necessary private crossings of roads over DTERS' railroad easements and track to owners of parcels located in the CAAP whose property is divided by such easements and track. The grantee of such private crossings shall bear all costs of construction and maintenance of such crossings and shall comply, at its sole expense, with all applicable federal, state, local and industry association, laws, rules, regulations, standards and guidelines; provided, however, any construction or maintenance of such crossings shall not interfere with the operation of the North-South Rail Line. In the event such crossings are requested, the requesting party shall provide DTERS with reasonable prior notice of any proposed crossing and the parties shall cooperate to minimize disruption to the use of the North-South Rail Line.

2. Public Rail Crossings

EXHIBIT "C" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED

DTERS shall be responsible for maintaining or causing to be maintained public rail crossings at all points where county roads cross DTERS' railroad easements.

3. North-South Rail Line

DTERS shall provide or otherwise make available rail service upon the north-south rail line linking the Burlington Northern Santa Fe mainline tracks and the Union Pacific Railroad mainline tracks (the "North-South Rail Line") to or for the benefit of owners of property located in the NPPD Designated Property and those owners of property within the CAAP with access to the North-South Rail Line. DTERS will satisfy its obligations to provide such rail service either by (a) establishing an affiliated entity which is a common carrier railroad as provided in 49 USC ¶ 10102(5) (and applicable case law) with the duty to provide service upon reasonable request as provided in 49 USC ¶ 11101 and the authority to enter into railroad transportation contracts pursuant to 49 USC $ 10709 or (b) arranging for a third-party common carrier railroad to provide service on the North-South Rail Line. DTERS will provide or make available common carrier rail service at such time as service is required, upon reasonable prior notice from an owner of property located in the NPPD Designated property or the Southern Public Power District ("SPPD") Designated Property. The common carrier railroad shall be entitled to impose transportation rates and charges for such service that are agreed to with the rail shipper in a rail transportation contract, or are in accordance with the requirements applying to rates of common carrier railroads as provided in 49 USC ¶ 10701-10705, including the requirement that rates for market dominant rail traffic must be reasonable. DTERS shall be entitled to impose reasonable rental fees and terms for the use of the North-South Rail Line by the common carrier railroad. In the event that NPPD constructs an electric generating station or other facility on such property and requires "unit train" rail service (entire trains of 100 or more railcars moving in shuttle service from origin to destination and back) to such facility, DTERS will if requested by such owner negotiate in good faith with respect to the granting of non-exclusive overhead trackage rights to the connecting carrier carriers that will deliver such trains to the North-South Rail Line, in order to permit the delivering carrier or carriers to operate such trains over the North-South Rail Line all the way to the destination facility. DTERS shall have the right to insist on reasonable terms and conditions, including compensation, for any such trackage rights operations, and DTERS (or the common carrier railroad designated under (a) or (b) above, as the case may be) shall retain control over access to and operations on the North-South Rail-Line. Except as specifically provided in this section, DTERS shall have no obligation to provide, or to permit others to provide rail service in, to, or for the benefit of, any party, or upon any trackage in the CAAP other than the North-South Rail Line. Neither DTERS nor the common carrier railroad shall have any obligation to construct or maintain any connections, spurs, sidetracks or other rail facilities connecting to the North-South Rail Line except as may be required under the Interstate Commerce Act, 49 USC ¶ 10101, et seq. DTERS shall allow a switch connection to the North-South Rail Line with any private spur track connecting to the NPPD Designated Property and to those owners of property within the CAAP with access to the North-South Rail Line provided the cost of such switch connection is paid by the spur track owner.

4. Maintenance of Rail and Rail Right of Way

DTERS shall be responsible for the maintenance of all track and railroad easements included in the DTERS Designated Property in their current condition, or if upgraded or

replaced, consistent with applicable law and industry practice. DTERS may require third parties to satisfy this obligation pursuant to agreement but shall remain primarily liable so long as it retains title to the property in question.

5. Utility Crossings.

DTERS agrees to grant, without charge for such grant, to public utilities or their franchisees reasonable and necessary utility crossings, over or under its railroad easements for the benefit of owners of land located within the CAAP; provided however, any construction, installation or maintenance by such public utilities or franchisees over or under the railroad easements shall not interfere with the operation of the North-South Rail Line. In the event such a crossing is requested, the requesting party shall provide DTERS with reasonable prior notice of any proposed construction, installation or maintenance and the parties shall cooperate to minimize any disruption to the use of the North-South Rail Line.

6. Covenants Run With the Land

The covenants of DTERS contained in this Agreement shall run with the land at law and shall be binding on DTERS and all persons claiming by, through, or under DTERS unless and until released.

7. Deed Restrictions

DTERS agrees that it shall not sell or convey (other than non-exclusive track leases, trackage rights, or other non-exclusive track usage arrangements, utility and crossing easements and the like) any interest in the DTERS Designated Property without including in the granting instrument the covenants and restrictions contained in this Agreement.

8. Release

The restrictions and covenants contained in this Agreement may be released in whole or in part at any time by written instrument executed by the record owners of at least sixty percent (60%) of the property located in the NPPD Designated Property and the property being served by the North-South Rail Line.

9. Satisfaction of Resolution

The County hereby acknowledges that this Agreement satisfies all of the requirements of Paragraph 2 of the Resolution.

10. Recording.

This Agreement shall be recorded in the official real property records of Hall County in the County' Office of Register of Deeds as soon a practicable, and the covenants, condition and restrictions are to run with the DTERS Designated Property and bind future transferees of all or any portion of the DTERS Designated Property.

WITNESSES

C. Wayne Christian

Cindy Stulpin

DTE RAIL SERVICES, INC.

By: _____

Its: Vice President & General Manager

James M. Erickson

Robert Hamilton

COUNTY OF HALL, STATE OF NEBRASKA

By: Pamela E. Lancaster

Its: Chairman of the Board

STATE OF NEBRASKA)
)SS
COUNTY OF HALL)

The foregoing Agreement and Declaration of Covenants, Restrictions and Conditions was acknowledged before me this ~~4th~~ day of ~~December 2002~~ February 2003 by STEPHEN CHRISTIAN as VICE PRES. & GEN. MANAGER of DTE Rail Services, Inc., on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
PATTY A. HAUSMANN
My Comm Exp Sept 18, 2003

SEAL

Patty A. Hausmann
Notary Public
Hall County, Nebraska
My Commission Expires: Sept. 18, 2003

STATE OF NEBRASKA)
)SS
COUNTY OF HALL)

The foregoing Agreement and Declaration of Covenants, Restrictions and Conditions was acknowledged before me this 31 day of December, 2002 by Pamela Lancaster as Chairman of the Board of the County of Hall, Nebraska on behalf of the County.

GENERAL NOTARY-State of Nebraska
STACEY A. RUZICKA
My Comm. Exp. May 10, 2003

(SEAL)

Stacey A. Ruzicka
Notary Public
Hall County, Nebraska
My Commission Expires: 5-10-03

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY OCCUPIED BY THE

NORTH-SOUTH MAIN RAILROAD TRACK

CORNHUSKER ARMY AMMUNITION PLANT

HALL COUNTY, NEBRASKA

A tract of land consisting of the property occupied by the North-South railroad line linking the Burlington Northern Sata Fe Railroad mainline tracks and the Union Pacific Railroad mainline tracks and comprising a part of the East Half (E1/2) of Section Five (5), a part of the East Half (E1/2) of Section Eight (8), a part of the East Half of Section Seventeen (17), a part of the East Half (E1/2) of Section Twenty (20), and a part of the East Half (E1/2) of Section Twenty Nine (29), all being in Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.

EXHIBIT B

LEGAL DESCRIPTION OF OVERALL CORNHUSKER ARMY AMMUNITION PLANT HALL COUNTY, NEBRASKA

(PER HALL COUNTY MAP)

A tract of land formerly known as the Cornhusker Army Ammunition Plant comprising all of Sections Five (5), Six (6), Seven (7), Eight (8), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty Nine (29) and Thirty (30), all being in Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and all of Sections One (1), Two (2), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Twenty Three (23), Twenty Four (24), Twenty Five (25), and Twenty Six (26), all being in Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska.

EXHIBIT C
NPPD DESIGNATED PROPERTY

RESOLUTION #02-0030A

A RESOLUTION DESIGNATING NEBRASKA PUBLIC POWER DISTRICT AS TRANSFEREE OF PROPERTY LOCATED AT THE CORNHUSKER ARMY AMMUNITION PLANT

WHEREAS, Public Law 103-337, sec. 2836 authorizes the Secretary of the Army to convey to the Hall County, Nebraska, Board of Supervisors or its designee all right, title and interest of the United States in and to the real property that is the site of the Cornhusker Army Ammunition Plant, hereinafter referred to as "CAAP," for fair market value, said property to be used in a manner consistent with the CAAP Reuse Committee's Comprehensive Reuse Plan, hereinafter referred to as the "Reuse Plan"; and

WHEREAS, Nebraska Public Power District has proposed a plan to utilize the real estate described herein for development of a power plant; and

WHEREAS, the use of said property for industrial use is consistent with the CAAP Reuse Committee's Comprehensive Reuse Plan.

BE IT RESOLVED, the Hall County Board of Supervisors hereby designates Nebraska Public Power District, hereinafter referred to as "NPPD," as the transferee of the following lands located at the Cornhusker Army Ammunition Plant, to wit:

All of tracts 32, 33, 35, 36, and a portion of tract 37 as marked on attachment "A"

BE IT FURTHER RESOLVED, the above described transfers shall be subject to the following conditions, restrictions, and limitations:

1. Survey And Changes In Descriptions And Parcels. The above description of land is approximate and intended to describe only the general area to be conveyed to NPPD. NPPD shall furnish a perimeter survey of said parcel to the Hall County Board of Supervisors. The Hall County Board of Supervisors and the CAAP Reuse Committee may require changes to any parcel description, boundary, or dimensions or require designations of easements as necessary to accommodate the needs of the County of Hall or the CAAP Reuse Committee.

2. Abandonment Of Designation. The County of Hall may rescind and cancel this designation in whole or in part if the designation is abandoned by NPPD.

3. Transfer And Assignments. This designation of NPPD as transferee shall not be assigned or transferred by NPPD except with written prior consent of the Hall County Board of Supervisors

4. Obligations To Inform County. NPPD shall inform the Hall County Board in a timely manner of activities and communications between NPPD and the Department of the Army relative to the conveyance of the above properties.

5. Amendments. The terms of this resolution may be modified or amended upon written agreement of the County and NPPD.

6. Use Of Property. NPPD shall use the aforesaid property in a manner consistent with the CAAP Reuse Committee's Comprehensive Reuse Plan.

7. Previous Designations and Conveyances. The lands herein identified as all of tracts 32, 33, 35, 36, and a portion of tract 37 as marked on attachment "A" shall not include nor be interpreted as including any easement, tract, or parcel for which as transferee has been previously designated by the Hall County Board of Supervisors, nor shall it include any easement, tract or parcel previously conveyed by the Secretary of the Army.

RESOLUTION MOVED BY Jim Eriksen

SECONDED BY Scott Arnold

Vote:

Supervisor Arnold:	For V;	Against ___;	Abstained ___;	Not Present ___.
Supervisor Eriksen:	For V;	Against ___;	Abstained ___;	Not Present ___.
Supervisor Hartman:	For X;	Against ___;	Abstained ___;	Not Present ___.
Supervisor Humiston:	For V;	Against ___;	Abstained ___;	Not Present ___.
Supervisor Jeffries:	For X;	Against ___;	Abstained ___;	Not Present ___.
Supervisor Lancaster:	For X;	Against ___;	Abstained ___;	Not Present ___.
Supervisor Logan:	For V;	Against ___;	Abstained ___;	Not Present ___.

PASSED AND ADOPTED THIS 9 DAY OF April, 2002.

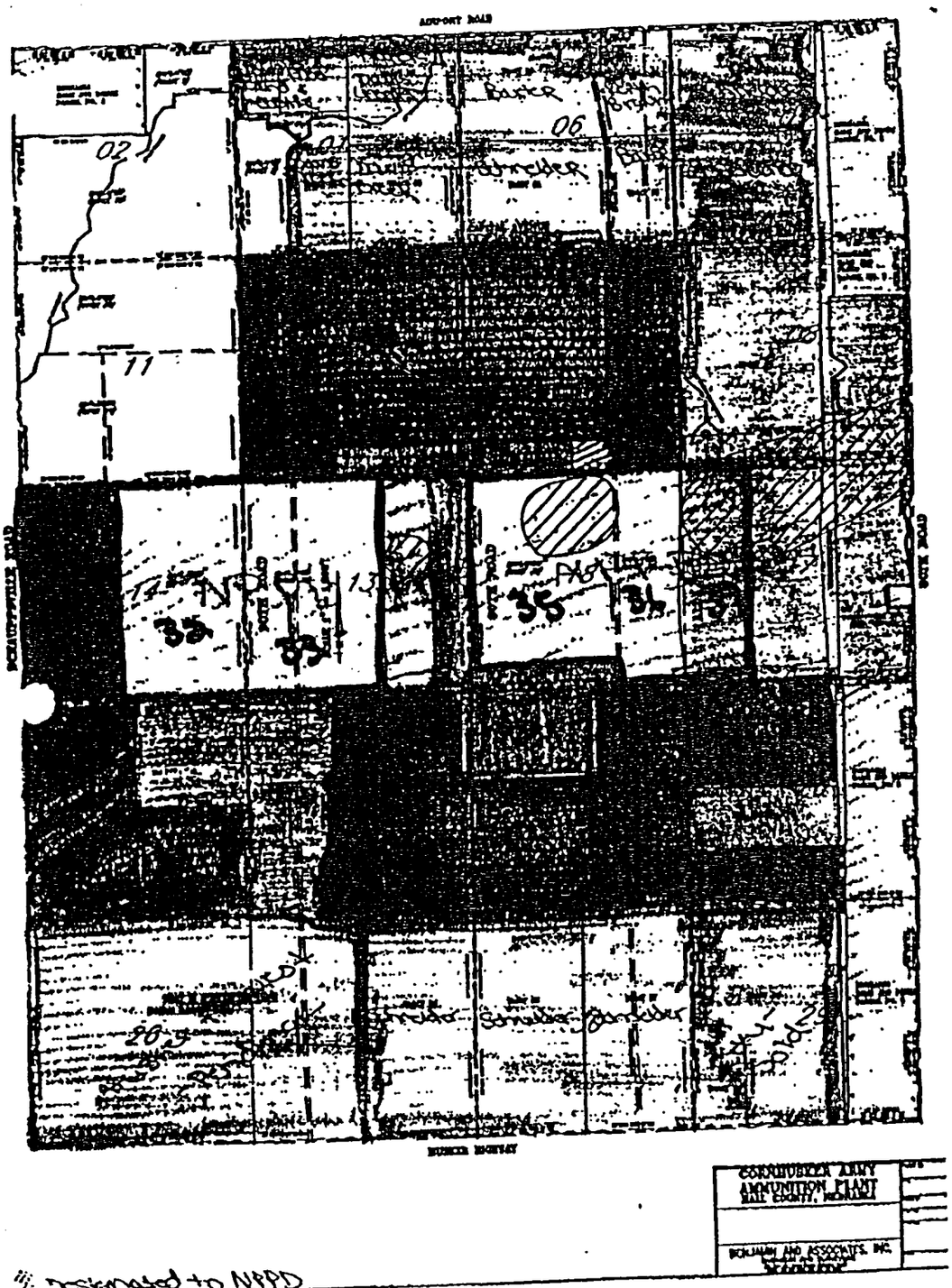
HALL COUNTY BOARD OF SUPERVISORS

Pamela B. Lancaster, Chairman of the Board of Supervisors

Marla J. Conley, Hall County Clerk

Attachment "A"

200407897



Designated to NPPD
Used by other entities
OTE Parcels - Pending
Sold
Sold - Nov. 16, 2001
Sale - 2002

- all surveyed except tract 37