



1975 169 DEED



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CHICAGO, CENTRAL & PACIFIC R.R.
ATTN: J.T. DUNAKEY
PO BOX 1800
WATERLOO IOWA 50704

NEBR DOC STAMP TAX
Date 4/12/94
\$ 7.00 By C/D

(Bridge)

QUIT CLAIM DEED
(Nebraska)

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Delaware ("Grantor") in consideration of Ten and No/100 Dollars (\$10.00) received from MISSOURI RIVER BRIDGE COMPANY, a Delaware corporation, ("Grantee"), quitclaims to Grantee: (a) the real estate (as defined in Neb. Rev. Stat. 76-201) more particularly described on EXHIBIT A attached hereto (the "Land"); (b) the bridge and other improvements on the Land and all improvements to such bridge on such Land, including but not limited to approaches, approach slabs, decking, piles, trusses, floor beams, stringers, piers and pedestals, guard rails, running rails, fastenings, bumpers, railroad tracks, ties, and other track materials (the "Bridge"); and (c) all appurtenances and hereditaments relating to the foregoing Land and Bridge, including but not limited to the Access Easement described in EXHIBIT A and all aerial rights, utility rights, development rights, franchise agreements, easements and rights of way (the "Appurtenances") (the Land, Bridge, and Appurtenances are collectively referred to herein as the "Property"), subject to the retained railroad operating easement ("Operating Easement") set forth below.

Grantor hereby retains and reserves from the Property, and reserves unto itself, its successors and assigns, the following Operating Easement:

A non-exclusive perpetual easement in, on, under, over, along, across and through the Property for purposes of conducting Grantor's rail operations and to otherwise fulfill Grantor's obligations as a common carrier railroad under applicable laws and regulations. Grantor and its successors and assigns shall have the right to use this Operating Easement to operate, use, construct, reconstruct, maintain, repair, replace, renew, relocate and/or remove existing and/or future railroad or railroad-related equipment, tracks, rail lines, facilities and transportation systems and appurtenances thereto necessary or related to rail operations (collectively "Railroad Facilities"), provided that Grantor and Grantee, and their respective successors and assigns, shall have the maintenance and repair obligations with respect to the Property and the Railroad Facilities as set forth in the Operating Agreement dated as of March 31, 1994, by and between Grantor and Grantee, a memorandum of

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GEORGE J. BUDLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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LEGAL PG 12 SCAN PD FV

which has been filed in the real estate records of Douglas County, Nebraska, on April 12th, 1994, in BK 2 81 Thru 113 (insert recording data).

Grantor hereby excepts and reserves from the Property, and reserves unto itself, its successors and assigns, the exclusive right to terminate the foregoing Operating Easement upon the abandonment of all common carrier rail service on the Property. Grantee hereby acknowledges that it has no right to terminate the foregoing Operating Easement.

Notwithstanding the Operating Easement reserved herein by Grantor, Grantee, its successors and assigns, shall have the right to enter and use any part of the Property, including any part thereof subject to the Operating Easement; provided, however, that such use by Grantee, its successors and assigns, shall not interfere with Grantor's conduct of its rail operations or its fulfillment of its obligations as a common carrier railroad.

Grantee, its successors and assigns, shall exercise its rights with respect to the Access Easement described in EXHIBIT A hereof in a manner so as not to interfere with the operations of Grantor on the property of Grantor affected by said Access Easement, and Grantee, its successors and assigns, shall repair any damage (other than repairs necessitated by normal wear and tear) to such property of Grantor caused by the exercise of such easement rights.

This deed is executed pursuant to a Transfer and Assignment Agreement dated as of March 4, 1994, by and among Grantor, Grantee and CCP Holdings, Inc., a Delaware corporation.

Executed as of March 31, 1994.

CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY, a Delaware corporation

By: Lyle D. Reed
Lyle D. Reed, President

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

(Bridge)

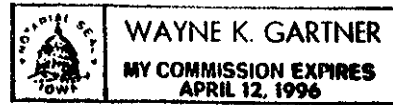
STATE OF Iowa)
) SS.
COUNTY OF Black Hawk)

The foregoing instrument was acknowledged before me on March 31, 1994, by Lyle D. Reed, President of Chicago Central & Pacific Railroad Company, a Delaware corporation, on behalf of the corporation.

Wayne K. Gartner
Notary Public

My Commission Expires:

4-12-96



STATE OF NEBRASKA, County of Douglas

Filed for record and entered in Numerical Index on _____, 1994, at _____ o'clock __m. and recorded in Deed Record _____, Page _____.

County or Deputy County Clerk
Register or Deputy Register
of Deeds

EXHIBIT A

Legal Description
(Bridge - Nebraska)

All that portion of the right-of-way and property of the Chicago Central & Pacific Railroad Company's "Fort Dodge, Iowa to Omaha, Nebraska Line" in the Southeast Quarter of Section 12, Township 15 North, Range 13 East, Douglas County, Nebraska, which is within an area fifty (50) feet on either side of the center line of the railroad track located on such right-of-way and property, and which extends northwesterly over the Missouri River from the common Pottawattamie County, Iowa-Douglas County, Nebraska line and which is located between the thread of the Missouri River (approximate Railroad Mile Post WA-514.32) and Railroad Mile Post WA-514.54 (Valuation Station 142+29) on the Nebraska side of the Missouri River in Omaha, Nebraska, TOGETHER WITH a non-exclusive, perpetual easement ("Access Easement") for the ingress and egress of persons and vehicles (including, without limitation, train equipment) over, upon and across the property owned by Grantor which is contiguous to the above-described Land (on the Nebraska side) for the purpose of providing reasonable access to the above-described Land.

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