

Entered As Instrument No.  
0200204918

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

02 MAY 7 AM 11 49

*Kathy Starnel*  
REG. OF DEEDS

CASH 600.50  
CHECK \_\_\_\_\_  
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REFUNDS:  
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NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 5-7-2002  
\*EXEMPT #2 BY KR

G.I. ABSTRACT

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Parts of Acquisition Tracts Nos. 35 and 37  
Land Management Tract No. 22

*W B Sp*

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 22nd day of April, 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&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 **Big B, Inc., a Nebraska corporation, with its principal office located at 4444 West 13th Street, Grand Island, Nebraska 68803**, 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

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*Encl 7*

**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.

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Two Hundred Forty Three Thousand Seven Hundred One and 60/100 Dollars (\$243,701.60); 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 Southwest Quarter (SW1/4), all being in Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, Hall County, Nebraska, containing 256.528 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.

**RESERVING**, however, to the Grantor, a perpetual and assignable access road easement and right-of-way, 30 feet in width, lying adjacent to and immediately to the west of the drainage ditch easement located on said tract, and beginning at the north boundary line of the tract and extending south for a distance of 4607.38 feet, for the operation, maintenance, alteration and replacement of an existing access road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way. The location and extent of the access road easement is indicated on Exhibit "A".

**RESERVING**, however, to the Grantor, the existing monitoring wells and access across the property for the purpose of continuing monitoring and/or removing the existing monitoring wells. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

**RESERVING**, however, to the Grantor, perpetual and assignable easements and rights-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:

**1. LEGAL DESCRIPTION FOR THE CENTERLINE OF A 30' WIDE RAILROAD TRACK EASEMENT - CAAP TRACT NO. 22 (NORTH RAILROAD SIDING TRACK)**

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 Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, the centerline of said Thirty (30.0) foot wide easement being more particularly described as follows:

First to ascertain the point of beginning, start at the southwest corner of said Southwest Quarter (SW1/4); thence running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Six Hundred Fifty Seven and Eight Hundredths (657.08) feet; thence deflecting right  $89^{\circ}52'30''$ , more or less, and running easterly, a distance of Forty Eight and One Hundredth (48.01) feet to the ACTUAL point of beginning; said point being a point of curvature; thence running easterly, along and upon the arc of a curve to the left whose radius is 404.17 feet, a distance of Seventy Seven and Ninety Eight Hundredths (77.98) feet (long chord = 77.86', long chord deflecting left  $05^{\circ}31'46''$  from the previously described course) to a point of reverse curvature; thence running easterly, along and upon the arc of curve to the right whose radius is 404.17 feet, a distance of Seventy Seven and Ninety Eight Hundredths (77.98) feet (long chord = 77.86', long chord deflecting right  $00^{\circ}00'00''$  from the chord of the previously described curve) to a point of tangency; thence deflecting right  $05^{\circ}31'46''$  from the chord of the previously described curve and running easterly, a distance of One Thousand Eight Hundred and Thirty One Hundredths (1,800.31) feet to a point of curvature; thence running easterly, along and upon the arc of a curve to the right whose radius is 404.17 feet, a distance of Seventy Seven and Ninety Eight Hundredths (77.98) feet (long chord = 77.86', long chord deflecting right  $05^{\circ}31'46''$  from the previously described course) to a point of reverse curvature; thence running easterly, along and upon the arc of curve to the left whose radius is 404.17 feet, a distance of Seventy Seven and Ninety Eight Hundredths (77.98) feet (long chord = 77.86', long chord deflecting left  $00^{\circ}00'00''$  from the chord of the previously described curve) to a point of tangency, said point being on the

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centerline of the south railroad track, and being Fifty Two and Twenty Four Hundredths (52.24) feet west of (as measured along and upon said centerline of the south railroad track) the east line of a parcel, surveyed and platted by Lee D. Wagner, L. S. No. 557, dated August 28, 2001, and known as "TRACT NO. 22".

### **2. LEGAL DESCRIPTION FOR THE CENTERLINE OF A 30' WIDE RAILROAD TRACK EASEMENT - CAAP TRACT NO. 22 (SOUTH RAILROAD TRACK)**

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 Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, the centerline of said Thirty (30.0) foot wide easement being more particularly described as follows:

First to ascertain the point of beginning, start at the southwest corner of said Southwest Quarter (SW1/4); thence running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Six Hundred Fifty Seven and Eight Hundredths (657.08) feet to the ACTUAL point of beginning; thence deflecting right 89°52'30", more or less, and running easterly, a distance of Two Thousand Two Hundred Ten and Forty Nine Hundredths (2,210.49) feet to a point on the east line of a parcel surveyed and platted by Lee D. Wagner, L. S. No. 557, dated August 28, 2001, and known as TRACT NO. 22, said point being Six Hundred Seventy Four and Eight Tenths (674.80) feet north of the south line of said Southwest Quarter (SW1/4) (as measured along and upon the east line of said TRACT NO. 22).

**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, 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 effect 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.

**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 DACA45-2-00-6023 granted to Hall County for road rights-of-way.

2. Easement DACA45-2-00-6022 granted to Hall County for drainage ditch rights-of-way.

3. Easement DACA45-2-01-6078 granted to the City of Grand Island for recreation trail rights-of-way. Grantee is not permitted to disturb the area lying within the recreation trail easement.

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 its 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 of 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.





GRANTEE ACCEPTANCE

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

Executed this 25th day of March, 2002, in Hall County, State of Nebraska.

**BIG B, INC.**

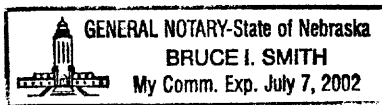
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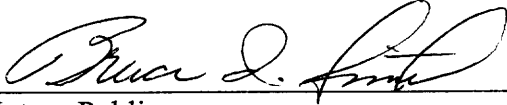
Tom Baxter

TITLE: President

STATE OF NEBRASKA   )  
  ) ss  
COUNTY OF HALL       )

The foregoing Quitclaim Deed was acknowledged before me this 25th day of March, 2002, by Tom Baxter, President of Big B, Inc., a Nebraska corporation.



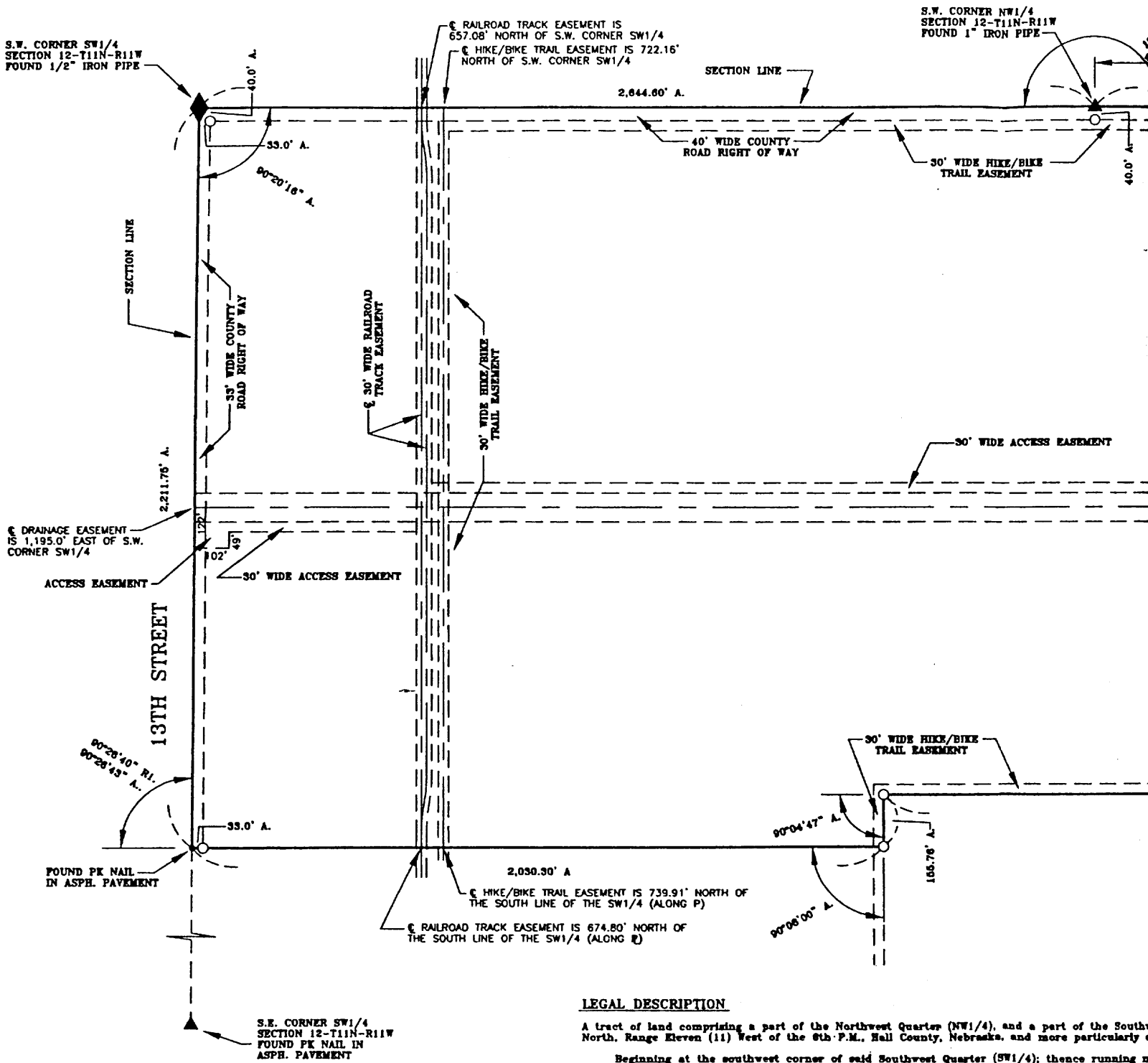
  
\_\_\_\_\_  
Notary Public

My commission expires: July 7, 2002

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SCALE 1"=200'

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



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Northwest Quarter (NW1/4), and a part of the South... North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly...

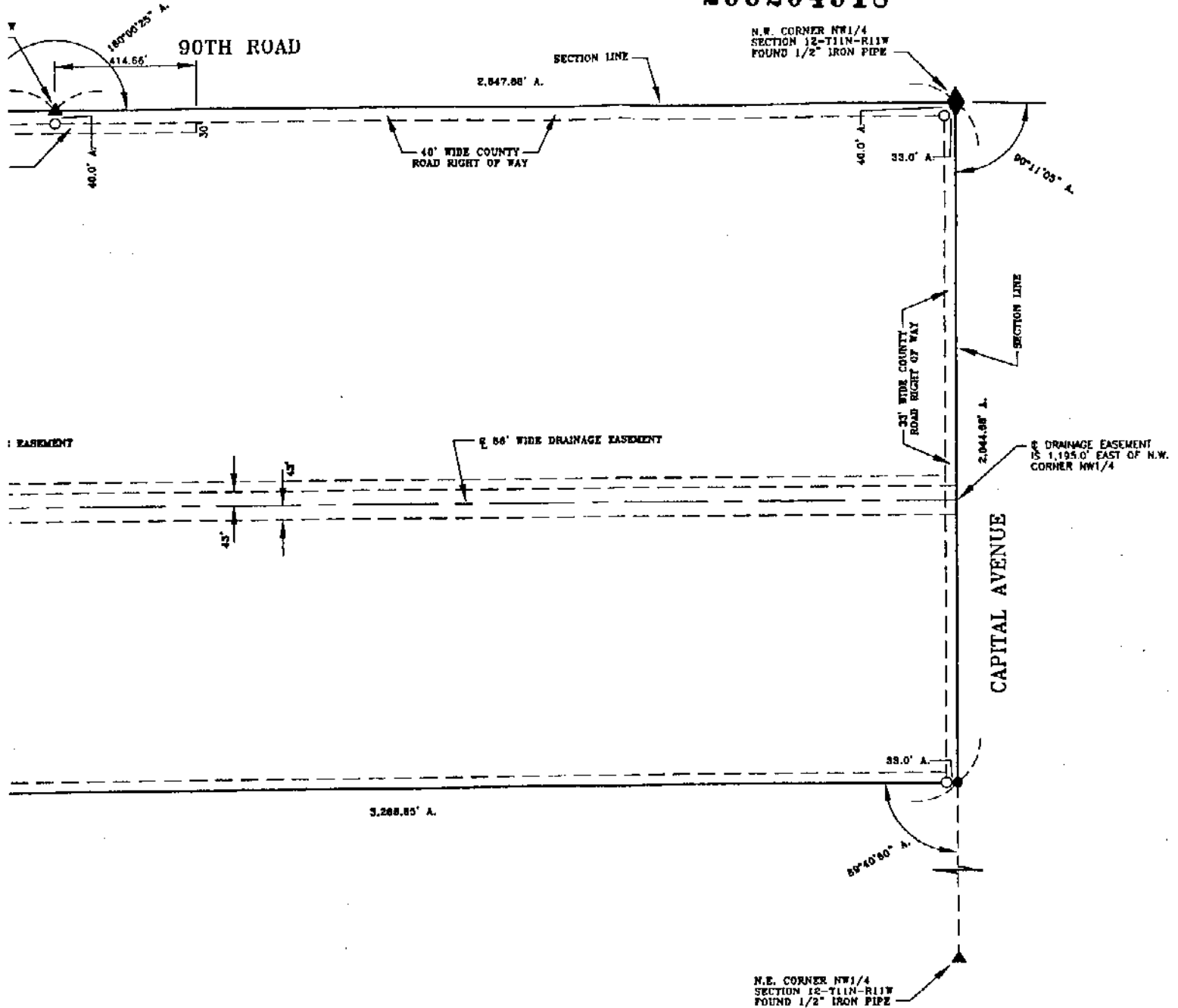
Beginning at the southwest corner of said Southwest Quarter (SW1/4); thence running... a distance of Two Thousand Six Hundred Forty Four and Six Tenths (2,644.60) feet to... right 00°00'26" and running northerly, along and upon the west line of said Northwest... and Eighty Eight Hundredths (2,647.88) feet to the northwest corner of said Northwest... along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand... right 89°40'50" and running southerly, a distance of Three Thousand Two Hundred... left 90°04'47" and running easterly, a distance of One Hundred Fifty Five and Seven... running southerly, a distance of Two Thousand Thirty and Three Tenths (2,030.30) feet... deflecting right 90°28'45" and running westerly, along and upon the south line of said... Eleven and Seventy Five Hundredths (2,211.76) feet to the point of beginning and cont...

**SURVEYOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from...

*Lee D. Wagner*  
 Lee D. Wagner, Registrar

200204918



part of the Southwest Quarter (SW1/4), all being in Section Twelve (12), Township Eleven (11) more particularly described as follows:

thence running northerly, along and upon the west line of said Southwest Quarter (SW1/4), 1,844.88 feet to the southwest corner of said Northwest Quarter (NW1/4); thence deflecting of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Seven and Two Hundred Forty Four and Sixty Six Hundredths (2,044.88) feet; thence deflecting right 90°11'00" and running easterly, a distance of Two Thousand Four Hundred Eighty Five Hundredths (2,485.00) feet; thence deflecting left 90°08'00" and running southerly, a distance of Two Thousand Two Hundred and Seventy Six Hundredths (2,276.00) feet; thence deflecting left 90°08'00" and running easterly, a distance of Two Thousand Two Hundred and Seventy Six Hundredths (2,276.00) feet to a point on the south line of said Southwest Quarter (SW1/4); thence running southerly, a distance of Two Thousand Two Hundred and Seventy Six Hundredths (2,276.00) feet to the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Two Hundred and Seventy Six Hundredths (2,276.00) feet, containing 288.528 acres, more or less.

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

This plat is from an accurate survey of the described property made under my supervision.

*Lee Wagner*  
 Lee Wagner, Registered Land Surveyor No. 1527

PART OF THE NW1/4 AND PART OF THE SW1/4 SECTION 12-T11N-R11W HALL COUNTY, NEBRASKA		CLAPP
LAND SURVEY		06-28-2001
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 228 - PHONE 382-2426 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		P.J.G.
		L.W.
		03-10-2007
		COMPTON
		LEW. 0520

TRACT NO. 22