

Entered As Instrument No.

0200110086

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STATE OF NEBRASKA ) SS  
COUNTY OF HALL )

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*Kathie [unclear]*  
REG OF DEEDS

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REFUNDS:

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NEBRASKA DOCUMENTARY

STAMP TAX

10-5-2001

Date *except 2* BY *[signature]*

RESERVED FOR REGISTER OF DEEDS RECORDING SPACE  
(Sec. 23-1503.01)  
HALL COUNTY, NE

G.I. ABSTRACT

200110086

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Part of Acquisition Tracts No. 6 and 11  
Part of Land Management Tract No. 5

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 14th day of May, 2001, 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 **GIAET #2, L.L.C.**, a Nebraska limited liability company, with its principal office located at 113 West Second Street, Grand Island, Nebraska 68801, 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 is the assignee of the successful bidder at said auction; and

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

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

**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

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Grantor, for and in consideration of: (1) good and valuable consideration in the sum of One Hundred Fifty Five Thousand Five Hundred Sixty Five and 75/100 Dollars (\$155,565.75); 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 Northeast quarter (N/E ¼) and all of the Northwest quarter (N/W ¼) of Section 6, Township 11 North, Range 10 West of the Sixth Principal Meridian, containing 200.734 acres, more or less, (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A"**, which is attached hereto and made a part hereof.

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

## II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

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

a. **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.

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 lease to the extent, and only to the extent that such rents and other beneficial interests cover the Property:

Department of the Army Lease DACA45-1-99-6061 (Land Management Parcel #5) granted to Phil Turek for the period March 1, 1999 through February 28, 2001.

## 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.

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

This conveyance is expressly made subject to the following environmental notices, exceptions, restrictions, reservations 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. Monitoring Wells**

The Army and its representatives hereby reserves 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 heirs and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

**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 those previously mentioned.

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. Agriculture Lease No. DACA45-1-99-6061, until February 28, 2001, and all other existing Army outgrants, and installation commander agreements, whether or not of record or otherwise approved in writing by Grantee.

h. Easements for county roads over and across the north 50 feet and the west 40 feet of the Property. Also, subject to an easement for a drainage ditch, running north and south, over and across the east 60 feet of the property. Also subject to an easement for a recreational trail over and across the south 30 feet of the north 80 feet of the Property. Grantee is not permitted to disturb the area lying within the recreation trail easement. The locations and extent of these easements are indicated on the attached Exhibit "A".

**VI. MISCELLANEOUS GRANTEE COVENANTS**

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

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

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

**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.







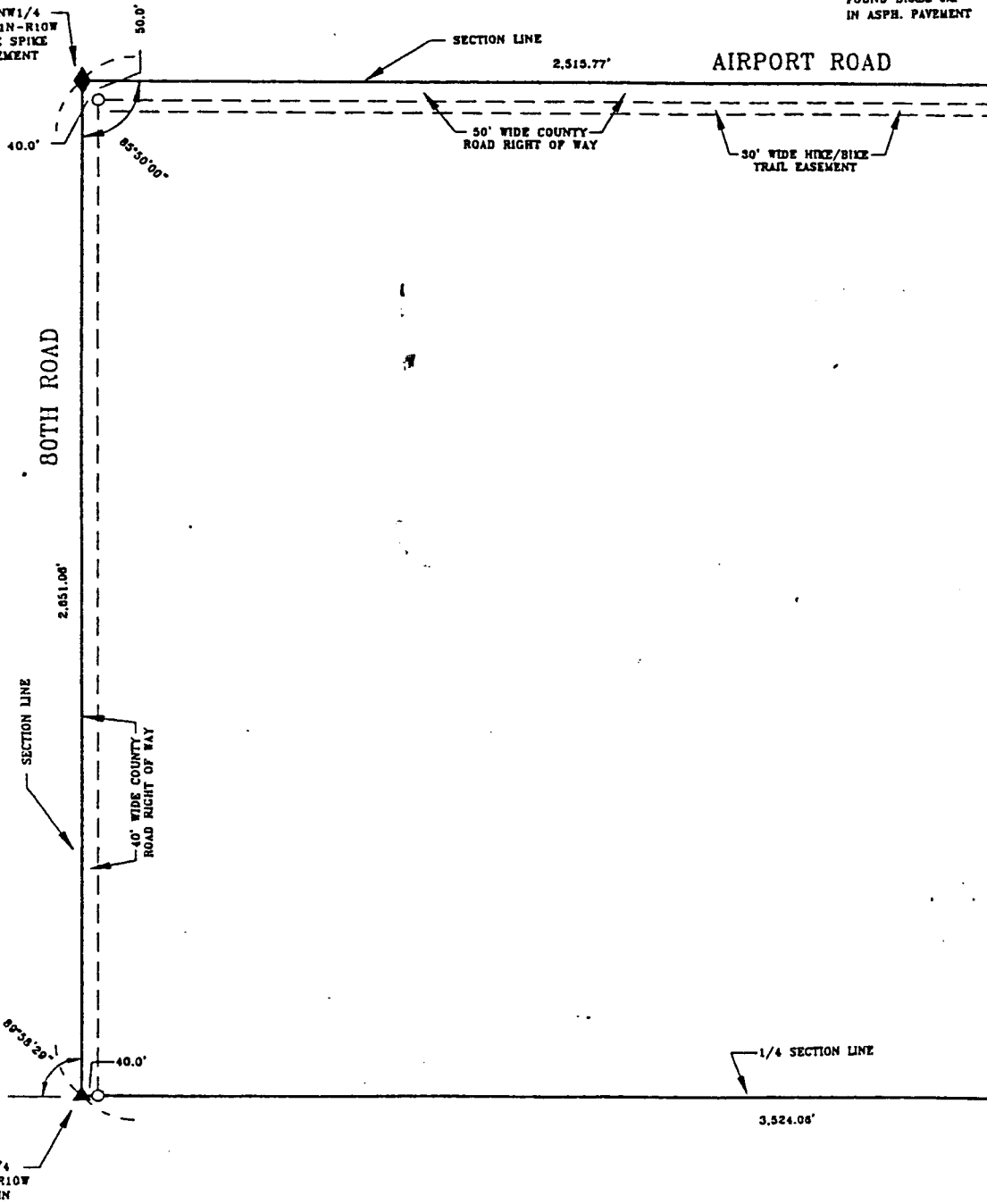
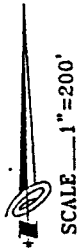
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NOTE: ALL PROPERTY DIMENSIONS AND/OR ANGLES SHOWN ARE ACTUAL DISTANCES AND/OR ANGLES

O = INDICATES 1/2" IRON PIPE PLACED

N.W. CORNER NE1/4 SECTION 6-T11N-R10W FOUND BRASS CAP IN ASPH. PAVEMENT

N.W. CORNER NW1/4 SECTION 6-T11N-R10W FOUND BRIDGE SPIKE IN ASPH. PAVEMENT

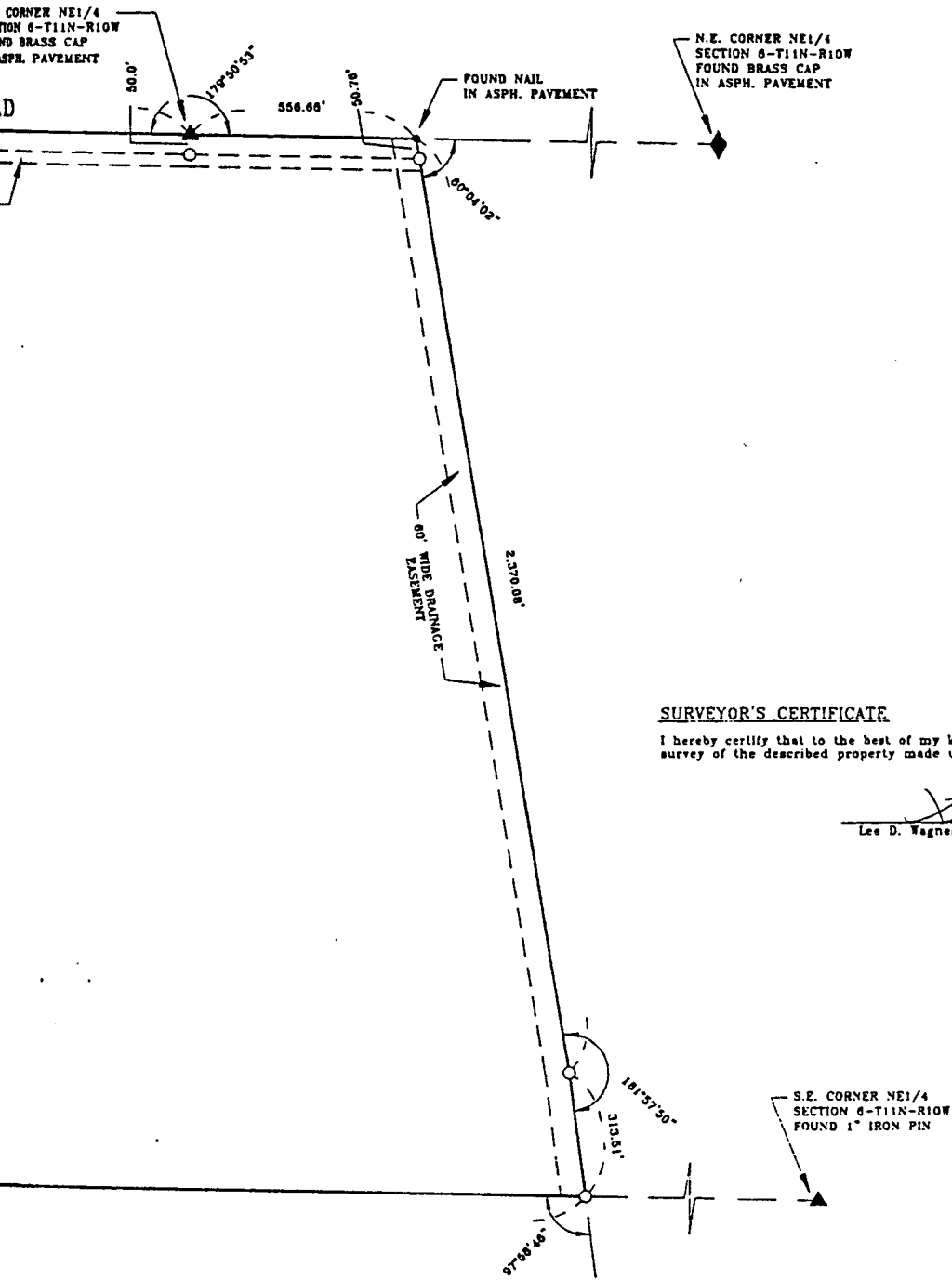


**LEGAL DESCRIPTION**

A tract of land comprising all of the Northwest Quarter (NW1/4) and part of the Northeast Quarter (NE1/4) of Section 6 of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Five Hundred Fifty Six and Eight Hundredths (2,556.08) feet to the northeast corner of said Northwest Quarter (NW1/4); thence running southeasterly, a distance of Two Thousand Three Hundred Seventy and Eight Hundredths (2,370.08) feet to a point on the south line of said Northwest Quarter (NW1/4); thence running southeasterly, a distance of Three Hundred Thirteen and Fifty One Hundredths (313.51) feet to a point on the south line of said Northwest Quarter (NW1/4); thence running westerly, along and upon the south line of said Northwest Quarter (NW1/4), a distance of Three Thousand Five Hundred Twenty Four and Six Hundredths (3,524.06) feet to the southwest corner of said Northwest Quarter (NW1/4); thence running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Three Thousand Five Hundred Twenty Four and Six Hundredths (3,524.06) feet to the point of beginning and containing 200.734 acres, more or less.

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**SURVEYOR'S CERTIFICATE**

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

*Lee D. Wagner*  
 Lee D. Wagner, Registered Land Surveyor No. 557

**EXHIBIT "A"**

NW1/4 of Section Six (6) Township Eleven (11) North, Range Ten (10) West  
 beginning upon the north line of said Northwest Quarter (NW1/4), a distance of Two  
 Hundred Fifty Six and Sixty Eight Hundredths (558.88) feet; thence deflecting left 00°09'07"  
 and running North Sixty Eight Hundredths (2,370.08) feet; thence deflecting right 01°57'30"  
 and running East along and upon the south line of said Northwest Quarter (NW1/4),  
 a distance of Two Thousand Six Hundred Fifty One and Six

TRACT NO. 5A

ALL OF THE NW1/4 AND A PART OF THE NE1/4, SECTION 6-T11N-R10W HALL COUNTY, NEBRASKA	CALPSA 08-79-2000 P.F.C. L.W.
<b>LAND SURVEY</b>	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 306 GRAND ISLAND, NEBRASKA 68802-0339	

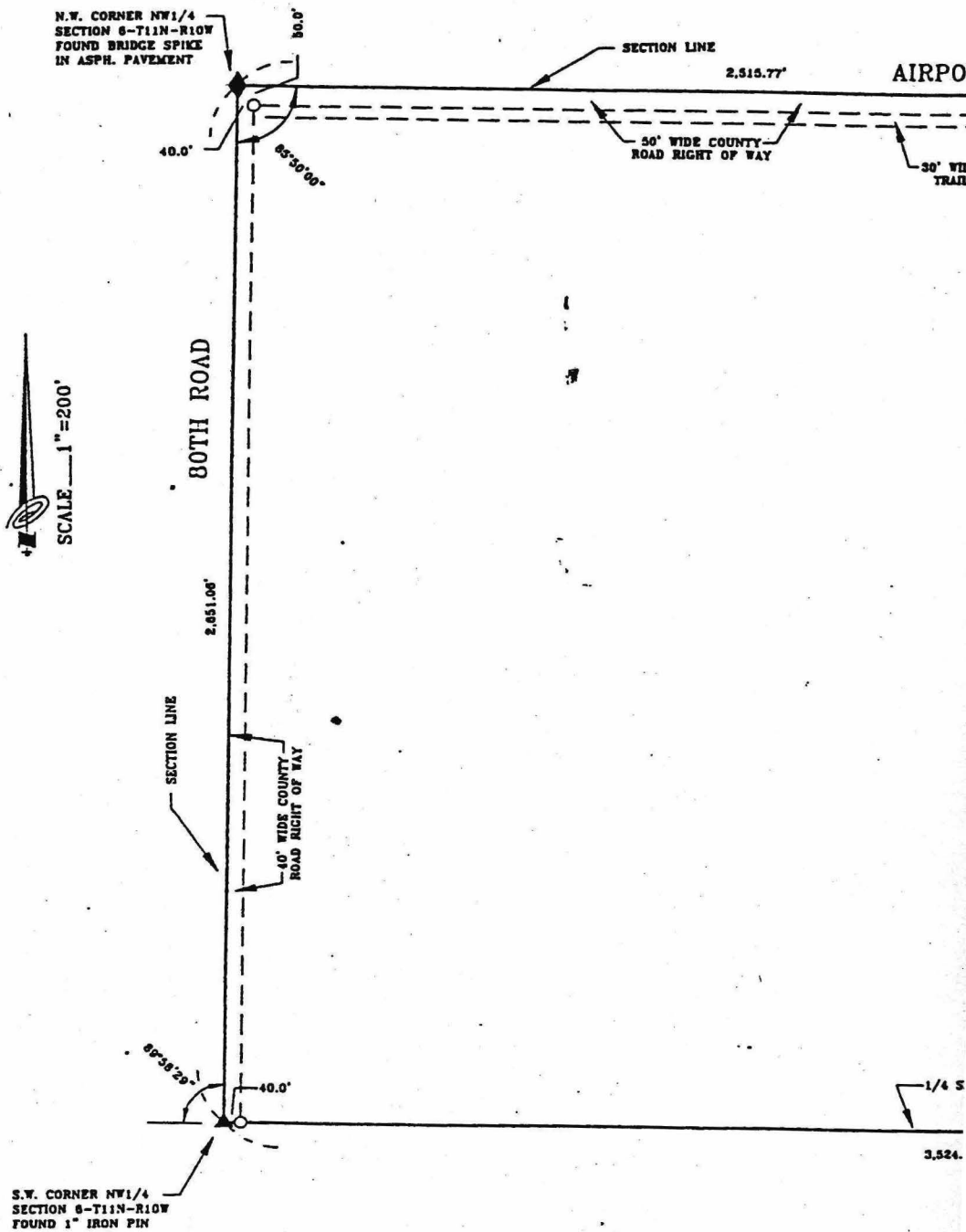


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NOTE: ALL PROPERTY DIMENSIONS AND/OR ANGLES SHOWN ARE ACTUAL DISTANCES AND/OR ANGLES

O = INDICATES 1/2" IRON PIPE PLACED



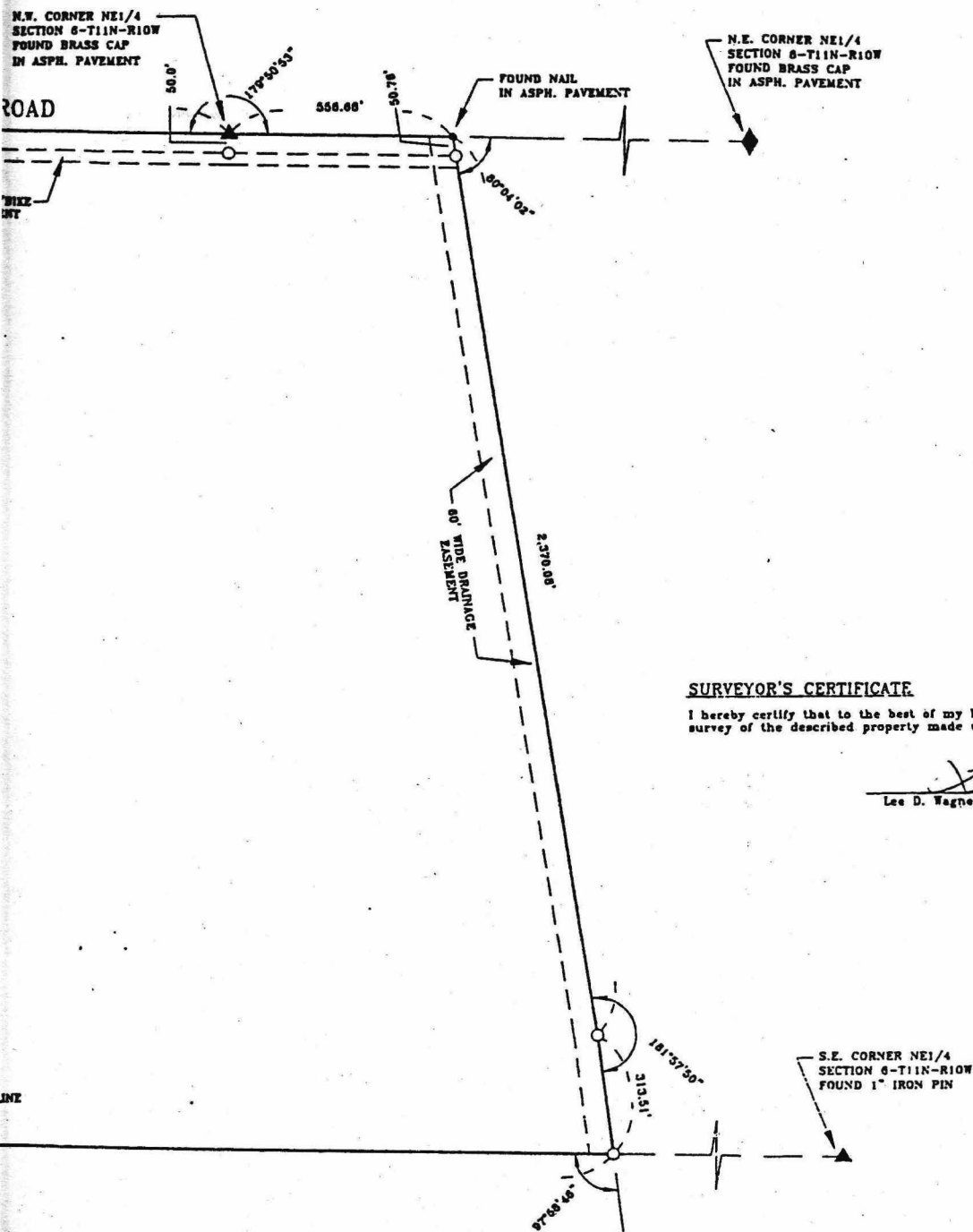
**LEGAL DESCRIPTION**

A tract of land comprising all of the Northwest Quarter (NW1/4) and part of the North of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running North 89°30'00" East, a distance of Two Thousand Five Hundred Fifteen and Seventy Seven Hundredths (2,515.77) feet to the northeast corner of said Northwest Quarter (NW1/4); thence running South 89°38'29" West, a distance of Three Thousand Five Hundred Twenty Four and Six Hundredths (3,524.06) feet to the point of beginning and containing 200.734 acres

200110086

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**SURVEYOR'S CERTIFICATE**

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

*Lee D. Wagner*  
 Lee D. Wagner, Registered Land Surveyor No. 557

**EXHIBIT "A"**

ter (NE1/4) of Section Six (6) Township Eleven (11) North, Range Ten (10) West  
 along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two  
 Hundred Fifty Six and Sixty Eight Hundredths (556.68) feet; thence deflecting left  $00^{\circ}00'07''$  and running  
 Eight Hundred Eighty One and Eight Hundredths (881.88) feet; thence deflecting right  
 and Eight Hundredths (2,370.08) feet; thence deflecting right  $01^{\circ}57'50''$  and running  
 to a point on the south line of said Northeast Quarter (NE1/4); thence deflecting  
 (NE1/4) and along and upon the south line of said Northwest Quarter (NW1/4),  
 to the southwest corner of said Northwest Quarter (NW1/4); thence deflecting  
 Quarter (NW1/4), a distance of Two Thousand Six Hundred Fifty One and Six  
 tenths (2,651.6) feet.

TRACT NO. 5A

ALL OF THE NW1/4 AND A PART OF THE NE1/4, SECTION 6-T11N-R10W HALL COUNTY, NEBRASKA	CAAPSA 08-29-2000 P.J.C. L.W.
<b>LAND SURVEY</b>	
<b>BENJAMIN &amp; ASSOCIATES, INC.</b> ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	