

Entered As Instrument No 80
0200409567

STATE OF NEBRASKA)
COUNTY OF HALL)

2004 SEP 28 PM 3 57

Kathy
REG OF DEEDS

Cornhusker Army Ammunition Plant
Hall County, Nebraska
Parts of Acquisition Tract No. 85
Land Tract 43A

CASH 50.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 9-28-2004
EXEMPT #2 BY AT

G.I. ABSTRACT

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 9th day of September, 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 **Heritage Disposal and Storage, LLC**, a limited liability company duly organized and existing under and by virtue of the laws of the State of Nebraska with its principal office located at 222 Cedar 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 was the successful bidder at said auction; and

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

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

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.

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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 Ninety Thousand Six Hundred Ninety Two and 80/100 Dollars (\$290,692.80), the receipt of which is hereby acknowledged by Grantor; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising all of the Northeast Quarter (NE1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, Hall County, Nebraska, excepting therefrom, all of the Northeast Quarter of said Northeast Quarter (NE1/4 NE1/4), containing 121.122 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:

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

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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. The Grantor shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-Grantor entities, is identified as the party responsible for contamination of the property.

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

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

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

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

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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)

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998 and the FOST for the property dated March 2004, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.

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

c. Polychlorinated Biphenyls (PCBs) Containing Equipment Notification

The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the property being conveyed. Southern Public Power District owns said equipment.

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

2. Perpetual Easement No. DACA45-2-00-6023 granted to Hall County for road rights-of-way.

3. Perpetual Easement No. DACA45-2-97-6024 granted to Southern Public Power District for overhead electric power lines.

4. Perpetual Easement No. DACA45-2-01-6078 granted to 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 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.

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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 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, easements, transfers, leases, or grant of any interest, privilege, or license.

VII. 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.

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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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 9th day of September, 2004.

UNITED STATES OF AMERICA

By: *WT Birmey*
JW ~~JOSEPH W. WHITAKER~~
Deputy Assistant Secretary of the Army
(Installations and Housing)
DASA(I&E)

COMMONWEALTH OF VIRGINIA)
)ss
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on this 30th day of November, 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 9th day of September, 2004, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

William T. Birmey

Act 9

Loren A. Cooper
Notary Public

My commission expires: 30 November 2006



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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 9 day of April, 2004, in Hall County, State of Nebraska.

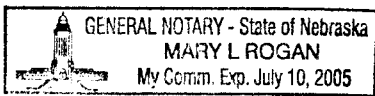
HERITAGE DISPOSAL AND STORAGE, LLC

BY: Bonnie Bilderback-Vess

TITLE: President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing Quitclaim Deed was acknowledged before me this 9th day of April, 2004, by Bonnie Bilderback - Vess.



Mary L Rogan
Notary Public

My commission expires: 7/10/05

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- R1. = RECORDED DISTANCE ON CORNER TIE SHEET BY DANIEL J. HOSTLER (COUNTY SURVEYOR), L. S. NO. 265, DATED MARCH 24, 1999
- R2. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY DANIEL J. HOSTLER (COUNTY SURVEYOR), L. S. NO. 265, DATED JUNE 25, 1999 (TRACT NO. 44)
- R3. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY DANIEL J. HOSTLER (COUNTY SURVEYOR), L. S. NO. 265, DATED JUNE 25, 1999 (TRACT NO. 41)
- R4. = RECORDED DISTANCE ON SURVEY FOR RAILROAD TRACK EASEMENTS BY ROCKWELL AND ASSOCIATES, DATED AUGUST 8, 2000 (REV. MAY 22, 2005) SHEET NO. 9 & 10
- R5. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 687, DATED AUGUST 20, 2001 (TRACT NO. 43)
- A. = ACTUAL DISTANCE AND/OR ANGLE

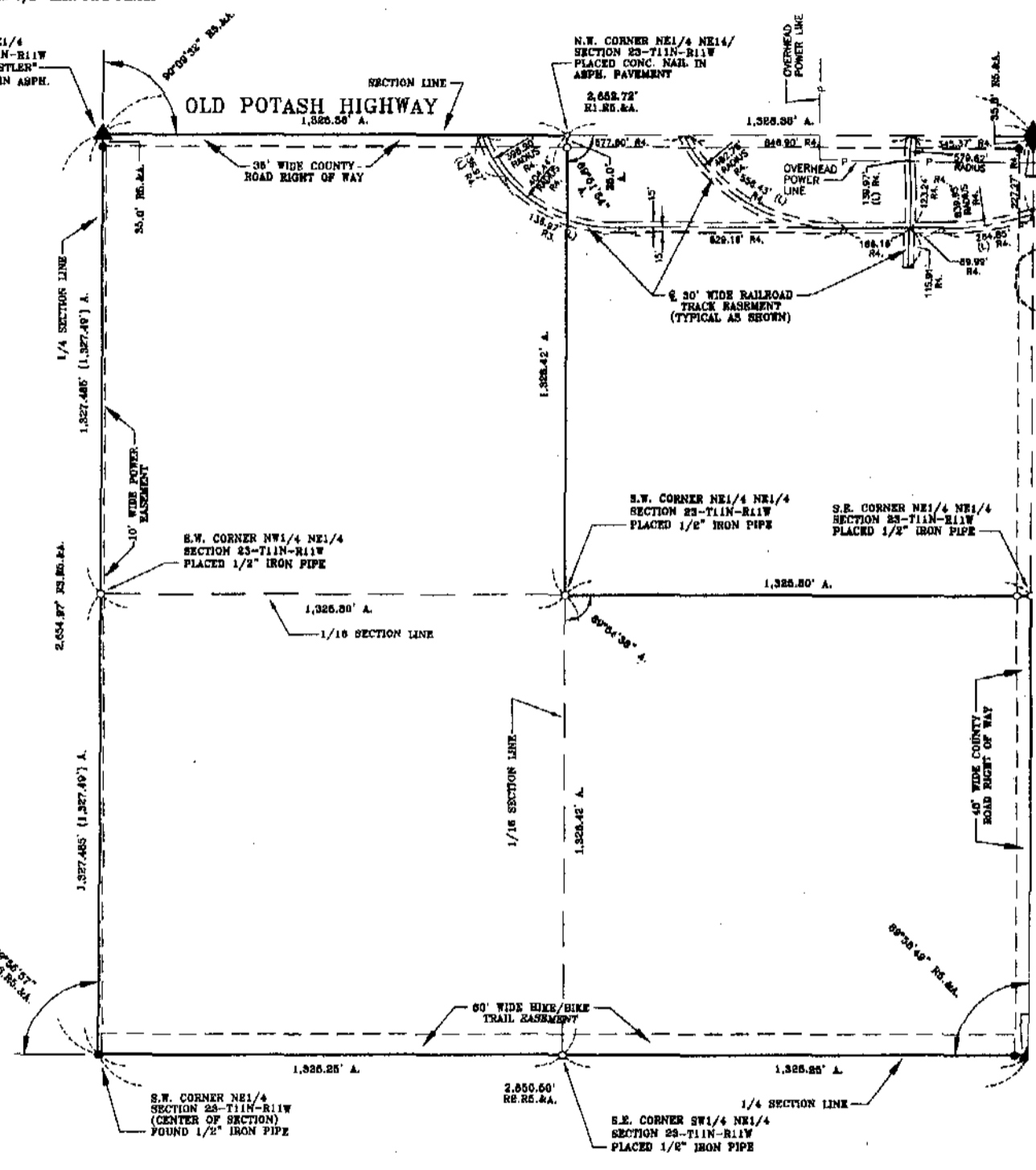
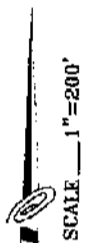
(L) - INDICATES LENGTH OF CURVE (ARC DISTANCE)

- = INDICATES 1/2" IRON PIPE FOUND
- = INDICATES 1/2" IRON PIPE PLACED

N.W. CORNER NE1/4 SECTION 23-T11N-R11W FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT

N.W. CORNER NE1/4 NE1/4 SECTION 23-T11N-R11W PLACED CONC. NAIL IN ASPH. PAVEMENT

SECTION LINE
OLD POTASH HIGHWAY
1,326.50' A.



E.W. CORNER NW1/4 NE1/4 SECTION 23-T11N-R11W PLACED 1/2" IRON PIPE

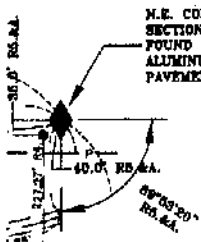
S.W. CORNER NE1/4 NE1/4 SECTION 23-T11N-R11W PLACED 1/2" IRON PIPE

S.E. CORNER NE1/4 NE1/4 SECTION 23-T11N-R11W PLACED 1/2" IRON PIPE

S.W. CORNER NE1/4 SECTION 23-T11N-R11W (CENTER OF SECTION) FOUND 1/2" IRON PIPE

S.E. CORNER SW1/4 NE1/4 SECTION 23-T11N-R11W PLACED 1/2" IRON PIPE

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N.E. CORNER NE1/4
SECTION 23-T11N-R11W
FOUND "D J HOSTLER"
ALUMINUM CAP IN ASPH.
PAVEMENT

APPROXIMATE AREA OF RDX CONTAMINATION
PLUME (PER DRAWING PROVIDED BY TERRY
THONEN, URS GREINER WOODWARD CLYDE,
ON JANUARY 4, 2002)

LEGAL DESCRIPTION

A tract of land comprising all of the Northeast Quarter (NE1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, excepting therefrom, all of the Northeast Quarter of said Northeast Quarter (NE1/4 NE1/4), said tract being more particularly described as follows:

Beginning at the southeast corner of said Northeast Quarter (NE1/4); thence running westerly, along and upon the south line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Fifty and Five Tenths (2,650.50) feet to the southwest corner of said Northeast Quarter (NE1/4); thence deflecting right 89°55'57" and running northerly, along and upon the west line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Fifty Four and Ninety Seven Hundredths (2,654.97) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right 90°00'38" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of One Thousand Three Hundred Twenty Six and Thirty Six Hundredths (1,326.36) feet to the northeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting right 89°51'54" and running southerly, along and upon the west line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Six and Forty Two Hundredths (1,326.42) feet to the southwest corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting left 89°54'28" and running easterly, along and upon the south line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Five and Eight Tenths (1,325.80) feet to the southeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting right 89°55'54" and running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of One Thousand Three Hundred Twenty Five and Thirty Seven Hundredths (1,325.37) feet to the point of beginning and containing 121.122 acres, more or less.

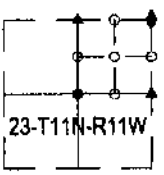
SURVEYOR'S CERTIFICATE

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

Lee D. Wagner
Lee D. Wagner, Registered Land Surveyor No. 657



S.E. CORNER NE1/4
SECTION 23-T11N-R11W
FOUND 3/4" X 2" IRON PIN WELDED
TO 1/2" IRON PIPE WITH WOOD
STAKE ALONGSIDE (1' DEEP)



CORNER TIES

- N.E. CORNER NE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
96.80' S.W. TO NAIL IN POWER POLE
71.10' N.E. TO NAIL IN U.G. TELEPHONE CABLE MARKER POST
88.48' S.E. TO "X" NAILS IN POWER POLE
- S.E. CORNER NE1/4 - FOUND 3/4" X 2" IRON PIN WELDED TO 1/2" IRON PIPE WITH WOOD STAKE ALONGSIDE (1' DEEP)
43.38' W. TO 1/2" IRON PIPE
49.57' N.E. TO 1/2" IRON PIPE
49.66' E.S.E. TO 1/2" IRON PIPE
- N.W. CORNER NE1/4 (CENTER OF SECTION) - FOUND 1/2" IRON PIPE
88.26' S.W. TO 1/2" IRON PIPE
88.48' N.W. TO NAIL IN 8" CEDAR TREE
71.10' N.E. TO TOP CENTER OF FOLEY ON IRRIGATION WELL
- N.W. CORNER NE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
38.00' S. TO 1/2" IRON PIPE
39.60' N. TO 1/2" IRON PIPE
50.64' S.E. TO 1/2" IRON PIPE
- N.W. CORNER NE1/4 NE1/4 - PLACED CONC. NAIL IN ASPH. PAVEMENT
35.00' S. TO 1/2" IRON PIPE
78.88' N.W. TO CHECKED "X" IN METAL FENCE CORNER POST
84.88' N.E. TO NAIL IN POWER POLE
- S.E. CORNER NE1/4 NE1/4 - PLACED 1/2" IRON PIPE
48.00' W. TO 1/2" IRON PIPE
49.15' N.E. TO 1/2" IRON PIPE (ON ROAD SHOULDER)
84.50' S.E. TO 1/2" IRON PIPE (ON ROAD SHOULDER)
- S.E. CORNER SW1/4 NE1/4 - PLACED 1/2" IRON PIPE
34.87' S.W. TO 1/2" IRON PIPE
87.15' N.W. TO NAIL IN 8" CEDAR TREE
18.14' N.E. TO NAIL IN 8" CEDAR TREE
- S.W. CORNER NW1/4 NE1/4 - PLACED 1/2" IRON PIPE
87.81' S.W. TO NAIL IN 12" CEDAR TREE
54.87' N.W. TO NAIL IN 12" CEDAR TREE
84.75' S.S.E. TO NAIL IN POWER POLE
- S.W. CORNER NE1/4 NE1/4 - PLACED 1/2" IRON PIPE
48.25' W.N.W. TO 1/2" IRON PIPE
84.50' N.E. TO NAIL IN 18" TREE
80.40' S.E. TO NAIL IN 48" COTTONWOOD TREE

ALL OF THE NE1/4 OF SECTION 23-T11N-R11W, HALL COUNTY, NEBRASKA, EXCEPTING THEREFROM, ALL OF THE NE1/4 NE1/4	CAAP#28 91-18-2094
LAND SURVEY	L.V.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 888 - PHONE 685-6466 - AREA CODE 688 GRAND ISLAND, NEBRASKA 68803-0888	

TRACT NO. 43A

EXHIBIT A

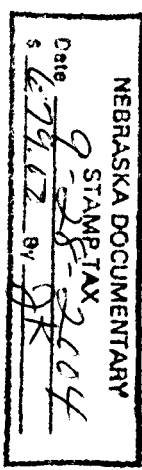
Entered As Instrument No
0200409569

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2004 SEP 28 PM 4 03

Neddy Starnak
REG. OF DEEDS

689.50
CASH CHECK
REMOVED
CASH CHECK



G.I. ABSTRACT

QUITCLAIM DEED

HERITAGE DISPOSAL AND STORAGE, L.L.C., a Nebraska limited liability company, GRANTOR, for and in consideration of THREE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-SIX AND 40/100 DOLLARS (\$387,566.40) received from GRANTEE, BIG B, INC., a Nebraska corporation, quitclaims to GRANTEE, the following-described real estate (as defined in *Neb. Rev. Stat. 76-201*) situated in Hall County, Nebraska:

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A tract of land comprising all of the Northeast Quarter (NE1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, excepting therefrom, all of the Northeast Quarter of said Northeast Quarter (NE1/4NE1/4), said tract being more particularly described as follows:

Beginning at the southeast corner of said Northeast Quarter (NE1/4); thence running westerly, along and upon the south line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Fifty and Five Tenths (2,650.50) feet to the southwest corner of said Northeast Quarter (NE1/4); thence deflecting right 89°55'57" and running northerly, along and upon the west line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Fifty Four and Ninety Seven Hundredths (2,654.97) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right 90°09'32" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of One Thousand Three Hundred Twenty Six and Thirty Six Hundredths (1,326.36) feet to the northwest corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting right 89°51'54" and running southerly, along and upon the west line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Six and Forty Two Hundredths (1,326.42) feet to the southwest corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting left 89°54'38" and running easterly, along and upon the south line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Five and Eight Tenths (1,325.80) feet to the southeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting right 89°56'04" and running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of One Thousand Three Hundred Twenty Five and Thirty Seven Hundredths (1,325.37) feet to the point of beginning; and

A tract of land comprising all of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of the Northeast Quarter (NE1/4); thence running southerly, along and upon the east line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Five and Thirty Seven Hundredths (1,325.37) feet to the southeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting right 90°03'56" and running westerly, along and upon the south line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Five and Eight Tenths (1,325.80) feet to the southwest corner of said Northeast Quarter of the Northeast Quarter

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(NE1/4 NE1/4); thence deflecting right 89°54'38" and running northerly, along and upon the west line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Six and Forty Two Hundredths (1,326.42) feet to the northwest corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4); thence deflecting right 90°08'06" and running easterly, along and upon the north line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), a distance of One Thousand Three Hundred Twenty Six and Thirty Six Hundredths (1,326.36) feet to the point of beginning.

Executed September 28, 2004.

HERITAGE DISPOSAL AND STORAGE, L.L.C.,
A Nebraska Limited Liability Company

By Bonnie Bilderback-Vess
Bonnie Bilderback-Vess, President

STATE OF NEBRASKA)
)ss:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me on September 28th, 2004 by Bonnie Bilderback-Vess, President of Heritage Disposal and Storage, L.L.C., a Nebraska limited liability company on behalf of said company.

William A. Francis
Notary Public

My commission expires:

