

Entered As Instrument No.

0200212786

198

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

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*Kelly ...*  
REC'D OFFICE

200212786

CASH \_\_\_\_\_  
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REFUNDS:  
CASH \_\_\_\_\_  
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NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 11-19-2002  
Exempt # 2 BY T.B.

*Keith Brown*  
3158 35<sup>th</sup> Ave  
Columbus NE 68601

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

200212786

200212786

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Parts of Acquisition Tracts Nos. 32, 33, 36 and 37  
Land Management Tract No. 24

Kit to  
Keith Brown  
3158 25th Ave  
Columbus, NE 68601

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 8th day of October, 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&E) 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 **Keith W. Brown, as Trustee of the Brown Family Trust, 3158 25th Avenue, Columbus, Nebraska 68601**, 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.

**NOW THEREFORE**, Grantor and Grantee make the following respective conveyances, grants, assignments, reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements hereinafter set forth.

*[Faint signatures and lines]*

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Two Hundred Sixty Two Thousand Four Hundred Ninety Nine and 65/100 Dollars (\$262,499.65); the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for himself and his 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, 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 Southeast Quarter (SE1/4), 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, and part of the Southwest Quarter (SW1/4) and Southeast Quarter (SE1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all being in Hall County, Nebraska, containing 205.686 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, his successors and assigns forever.

**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. 24 (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 Southeast Quarter (SE1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) 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 southeast corner of said Southeast Quarter (SE1/4); thence running westerly, along and upon the south line of said

Southeast Quarter (SE1/4), a distance of One Thousand Six Hundred Thirty Seven and Forty Seven Hundredths (1,637.47) feet; thence deflecting right  $89^{\circ}39'00''$  and running northerly, a distance of Seven Hundred Six and Thirty Seven Hundredths (706.37) feet to a point, said point being the southeast corner of a parcel, surveyed and platted by Lee D. Wagner, L. S. No. 557, dated July 24, 2001 (revised September 25, 2001 and November 29, 2001), and known as "TRACT NO. 24", thence continuing northerly, along and upon the previously described course, a distance of Fifteen (15.0) feet to the ACTUAL point of beginning; thence deflecting left  $89^{\circ}45'48''$  and running westerly, parallel with and Fifteen (15.0) feet north of (measured perpendicular to) the south line of said "TRACT NO. 24", a distance of Six Hundred Twenty and Twenty Four Hundredths (620.24) feet, more or less, to a point of curvature; thence running westerly, 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  $05^{\circ}31'39''$  from the previously described course) to a point of reverse curvature; thence running westerly, 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 left  $00^{\circ}00'00''$  from the chord of the previously described curve) to a point on a south line of said "TRACT NO. 24", said point being Seven Hundred Seventy Five and Three Tenths (775.30) feet, more or less, west of the southeast corner of said "TRACT NO. 24".

2. LEGAL DESCRIPTION FOR THE CENTERLINE OF A 30' WIDE RAILROAD TRACK EASEMENT - CAAP TRACT NO. 24 (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 Southeast Quarter (SE1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) 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 southeast corner of said Southeast Quarter (SE1/4); thence running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Six Hundred Thirty Seven and Forty Seven Hundredths (1,637.47) feet; thence deflecting right  $89^{\circ}39'00''$  and running northerly, a distance of Seven Hundred Six and Thirty Seven Hundredths (706.37) feet to the ACTUAL point of beginning, said point also being the southeast corner of a parcel, surveyed and platted by Lee D. Wagner, L. S. No. 557, dated July 24, 2001 (revised September 25, 2001 and November 29, 2001), and known as "TRACT NO. 24", thence deflecting left  $89^{\circ}45'48''$  and running westerly, along and upon the south line of said "TRACT NO. 24", a distance of Nine Hundred Ninety Three and Ninety Six Hundredths (993.96) feet to a southwest corner of said "TRACT NO. 24".

**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 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, 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.

**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 risk assessment, which has 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 any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, state, and local laws 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, with the addition of abatement of bare soil with lead levels higher than 2000 ppm; 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. 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 or lead-based paint hazards on the Property.

8. The covenants, restrictions, and requirements 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.

**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 in buildings and structures on the Property, as described in the EBS. The ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and 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, judgements, 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 or structures on the Property after the 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 Section. 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.

#### 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 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 himself, and his 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 himself and his 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 himself and his 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 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

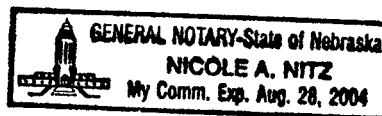
I, the undersigned Grantee, do hereby accept the herein-described property, subject to the notices, agreements, reservations, restrictions, conditions, covenants and exceptions hereinabove expressed.

Executed this 9<sup>th</sup> day of May, 2002, in Hall County, State of Nebraska.

Keith W. Brown  
KEITH W. BROWN,  
Trustee of The Brown Family Trust

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF PLATTE    )

The foregoing Quitclaim Deed was acknowledged before me this 9<sup>th</sup> day of May, 2002, by Keith W. Brown.



Nicole A. Nitz  
Notary Public

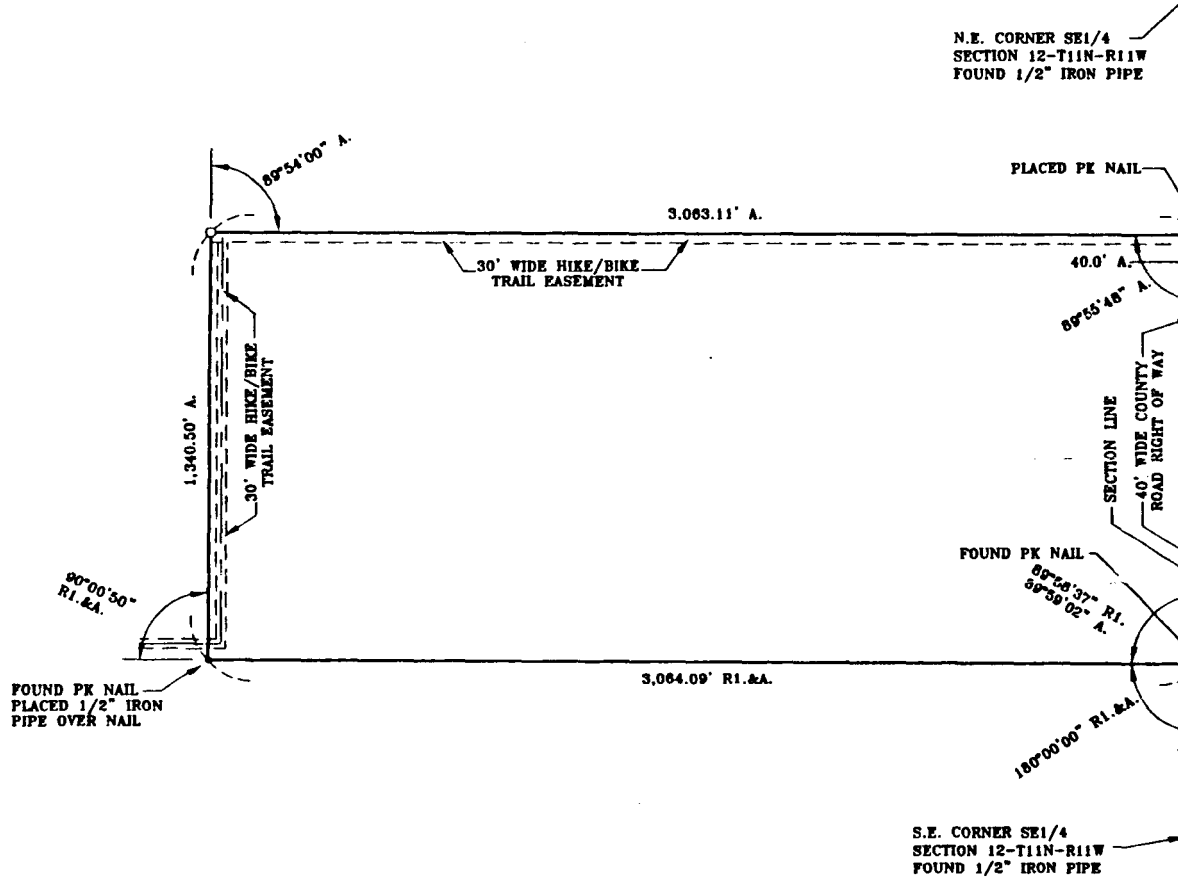
My commission expires: Aug 28, 2004

R1. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL,  
 L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 5)  
 A. - ACTUAL DISTANCE AND/OR ANGLE

200212786

○ - INDICATES 1/2" IRON PIPE PLACED

SCALE 1" = 300'



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southeast Quarter (SE1/4) and Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., and a part of the Southwest Quarter (SW1/4) and Southeast Quarter (SE1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., all being in Hall County, Nebraska, and more particularly described as follows:

First to ascertain the point of beginning, start at the southeast corner of the Southeast Quarter (SE1/4) of said Section Twelve (12); thence running northerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Twelve (12), a distance of Seven Hundred Fourteen and Twenty Five Hundredths (714.25) feet to the ACTUAL point of beginning; thence deflecting left 89°59'02" and running westerly, a distance of Three Thousand Sixty Four and Nine Hundredths (3,064.09) feet; thence deflecting right 90°00'50" and running northerly, a distance of One Thousand Three Hundred Forty and Five Tenths (1,340.50) feet; thence deflecting right 89°54'00" and running easterly, a distance of Three Thousand Sixty Three and Eleven Hundredths (3,063.11) feet to a point on the west line of the Southwest Quarter (SW1/4) of said Section Seven (7); thence deflecting right 90°04'12" and running southerly, along and upon the west line of the Southwest Quarter (SW1/4) of said Section Seven (7), a distance of Seven (7.00) feet; thence deflecting left 90°00'00" and running easterly, a distance of Three Thousand Six Hundred Six and Forty Nine Hundredths (3,066.49) feet; thence deflecting right 89°46'46" and running southerly, a distance of One Thousand Three Hundred Fifty Four and Five Tenths (1,354.50) feet to a point in the centerline of an existing railroad track; thence deflecting right 90°14'12" and running westerly, along and upon said railroad track centerline, a distance of Nine Hundred Ninety Three and Ninety Six Hundredths (993.95) feet; thence deflecting right 90°23'34" and running northerly, a distance of Fifteen (15.0) feet; thence deflecting left 90°23'24" and running westerly, parallel with the previously described railroad tract centerline, a distance of Two Thousand Six Hundred Seventeen and Fifty Nine Hundredths (2,617.59) feet to the ACTUAL point of beginning and containing 205.686 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. 557

200212786

200212617

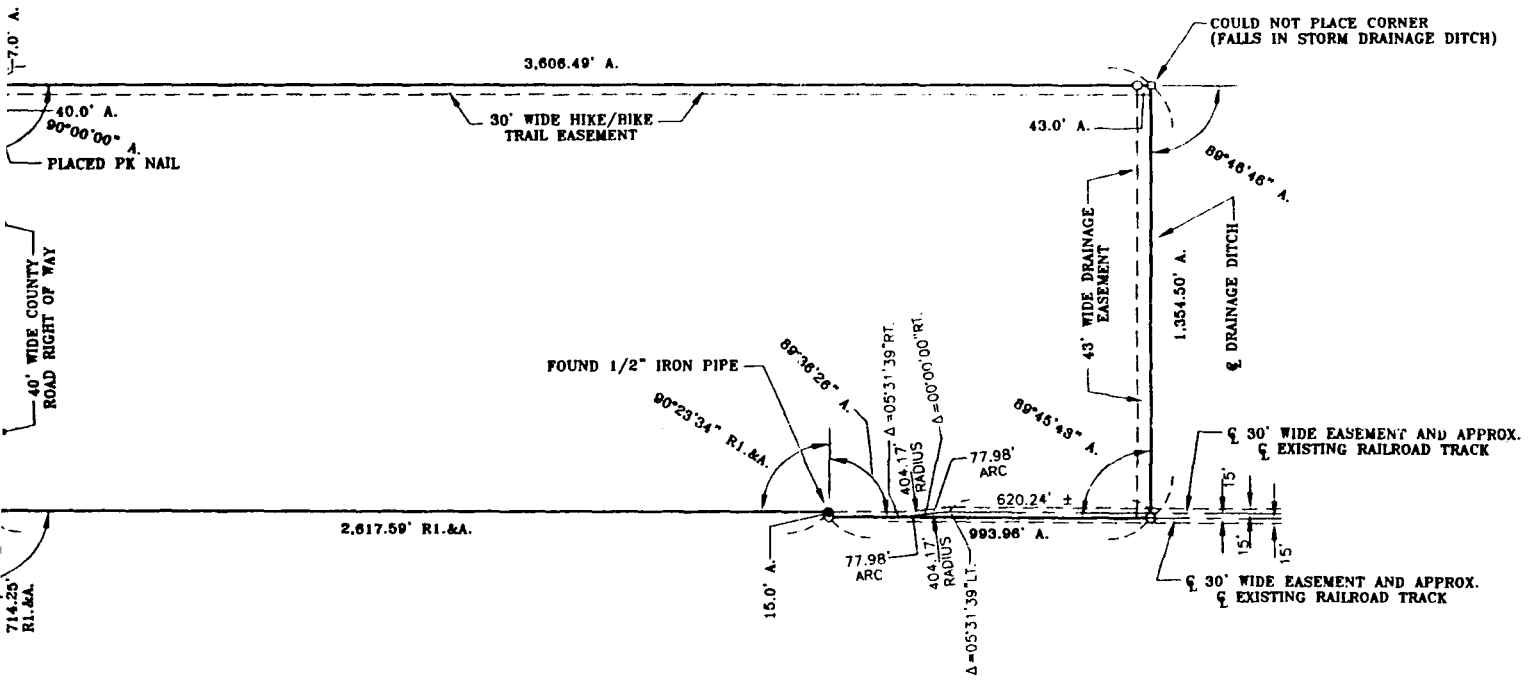


EXHIBIT "A" ATTACHED TO AND MADE  
 A PART OF QUITCLAIM DEED

TRACT NO. 24

PART OF THE SE1/4 & SW1/4 OF SECTION 12-T11N-R11W, AND PART OF THE SW1/4 & SE1/4 OF SECTION 7-T11N-R10W HALL COUNTY, NEBRASKA	CAAP24
	07-24-2001
LAND SURVEY	P.J.G.
	L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 362-8486 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	<small>           I have examined the above and find it to be a true and correct copy of the original as filed in my office.         </small>
	<small>           I have examined the above and find it to be a true and correct copy of the original as filed in my office.         </small>