

Entered As Instrument No.

0200106004

5050

STATE OF NEBRASKA)
COUNTY OF HALL) SS

01 JUN 21 AM 10 33

Kathy [unclear]
REG OF DEEDS

CASH _____

CHECK 50.50

REFUNDS:

CASH _____

CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 6-21-2001
*EXEMPT BY SR

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

Heidi W Blum
3158 25th Ave.
Colmar Ave NE 68601

200106004

Cornhusker Army Ammunition Plant
Hall County, Nebraska
Part of Acquisition Tracts Nos. 11 and 12
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 **Keith W. Brown, 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.

Copy 1 of 2

S. C. E.

I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of One Hundred Sixty Five Thousand Sixty Eight and No/100 Dollars (\$165,068.00); 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 Northeast quarter (N/E ¼) of Section 6, Township 11 North, Range 10 West of the Sixth Principal Meridian, containing 113.848 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.

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 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.

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.

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.

h. All other existing Army outgrants including Easement No. DA25-066-ENG-11968 granted to Consumers Public Power District, for a powerline right-of-way, running north and south, over and across the west 30 feet of the east 80 feet of the property and Easement No. DACA45-2-99-6070 granted to Northwestern Service Company, for a gas-line right-of-way, 30 feet in width, running north to south from the northern boundary to the southern boundary, and which is generally located 649.16 to 667.75 feet from the eastern boundary of the property as shown on Exhibit "A", and installation commander agreements, whether or not of record or otherwise approved in writing by Grantee.

i. Easements for county roads over and across the north and east 50 feet of the Property. Also, subject to an easement for a drainage ditch, running north and south, over and across the west 60 feet of the property. Also, subject to an easement for a gas pressure reducing facility

which encompasses an area 52 feet by 134 feet which is located at the northern end of the gas pipeline adjacent to the road. Also, subject to an easement for a recreational trail over and across the south 30 feet of the north 80 feet of the Property; in the area adjacent to the gas pressure reducing facility, the recreation trail is located immediately south and adjacent to the said facility. 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 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.

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

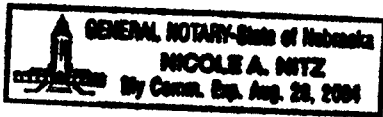
I, the undersigned Grantee, do hereby accept the herein-described property, subject to the reservations, restrictions, conditions and exceptions hereinabove expressed.

Executed this 20th day of November, 2000, in Platte County, State of Nebraska.

Keith W. Brown
KEITH W. BROWN

STATE OF NEBRASKA)
) ss
COUNTY OF PLATTE)

The foregoing Quitclaim Deed was acknowledged before me this 20th day of November, 2000, by Keith W. Brown.



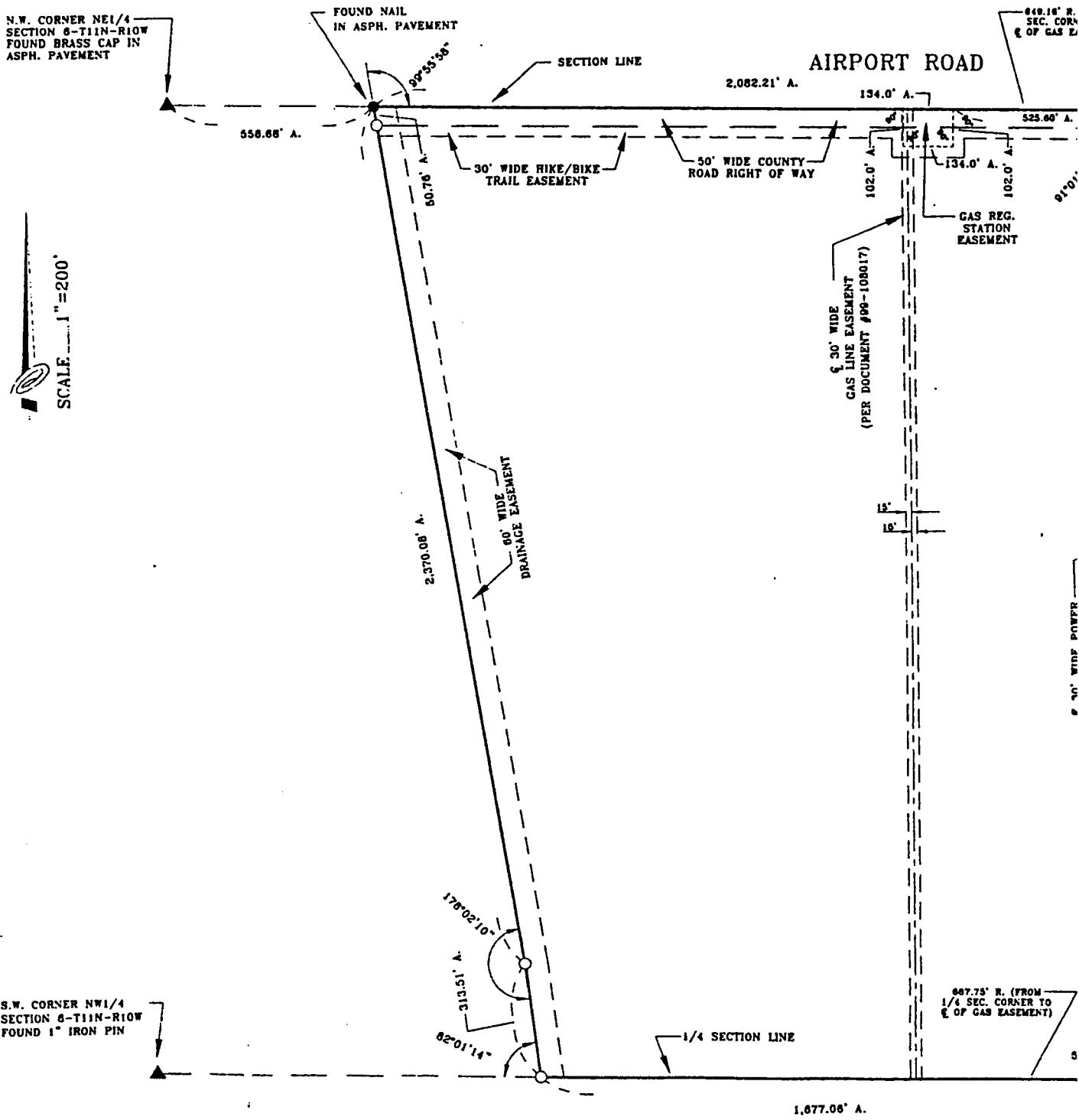
Nicole A. Nitz
Notary Public

My commission expires: Aug. 28, 2004

R. = RECORDED DISTANCE ON GAS PIPELINE EASEMENT DRAWING IN DOCUMENT 99-108017, HALL COUNTY REGISTER OF DEEDS OFFICE
 A. = ACTUAL DISTANCE

NOTE: ALL ANGLES SHOWN ARE ACTUAL ANGLES

200106004



200106004

4' R. (FROM CORNER TO EASEMENT)
50.0' A.
N.E. CORNER NE1/4 SECTION 6-T11N-R10W FOUND BRASS CAP IN ASPH. PAVEMENT

50.0' A.
91°01'10"

50' WIDE COUNTY ROAD RIGHT OF WAY
SECTION LINE

LEGAL DESCRIPTION

A tract of land comprising a part of the Northeast Quarter (NE1/4) of Section Six (6), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE1/4); thence running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Forty Five and Seventy Six Hundredths (2,645.76) feet to the southeast corner of said Northeast Quarter (NE1/4); thence deflecting right 91°01'53" and running westerly, along and upon the south line of said Northeast Quarter (NE1/4), a distance of One Thousand Six Hundred Seventy Seven and Six Hundredths (1,677.06) feet; thence deflecting right 82°01'14" and running northwesterly, a distance of Three Hundred Thirteen and Fifty One Hundredths (313.51) feet; thence deflecting left 01°57'50" and running northwesterly, a distance of Two Thousand Three Hundred Seventy and Eight Hundredths (2,370.08) feet to a point on the north line of said Northeast Quarter (NE1/4); thence deflecting right 99°55'58" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Two Thousand Eighty Two and Twenty One Hundredths (2,082.21) feet to the point of beginning and containing 113.848 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.

15'
15'
30' WIDE POWER EASEMENT (PER EXISTING POWER POLE LOCATIONS)

2,645.76' A.

70TH ROAD

0.01' A.

S.E. CORNER NE1/4 SECTION 6-T11N-R10W FOUND 1" IRON PIN

91°01'53"

Lee D. Wagner
Lee D. Wagner, Registered Land Surveyor No. 55



EXHIBIT "A" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED

PART OF THE NE1/4 SECTION 6-T11N-R10W HALL COUNTY, NEBRASKA	CAAP5B
	04-28-2000
LAND SURVEY	P.J.G.
	L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 338 - PHONE 582-8485 - AREA CODE 508 GRAND ISLAND, NEBRASKA 68802-0339	

TRACT NO. 5B

WARRANTY DEED

For Official Use Only

Entered As Instrument No.

0200111268

STATE OF NEBRASKA)
COUNTY OF HALL) SS

01 NOV 5 PM 2 42

Kathy Braach
REG. OF DEEDS

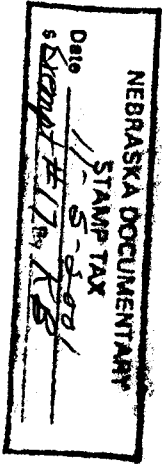
CASH _____

CHECK 5.50

REFUNDS: _____

CASH _____

CHECK _____



Stephen C. Hansen
PO Box 1305
Chalchicomula NE 68602

200111268

KEITH W. BROWN and CONNIE M. BROWN, husband and wife, GRANTOR, in consideration of One Dollar (\$1.00) and Other Valuable Consideration received from GRANTEE, KEITH W. BROWN, Trustee of the Brown Family Trust dated September 17, 1999, convey to GRANTEE the following described real estate (as defined in Neb. Rev. Stat. 76-201):

5.50

A tract of land comprising a part of the Northeast Quarter (NE¼) of Section Six (6), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows: Beginning at the Northeast Corner of said Northeast Quarter (NE¼); thence running southerly, along and upon the East Line of said Northeast Quarter (NE¼), a distance of Two Thousand Six Hundred Forty-five and Seventy-six Hundredths (2,645.76) feet to the Southeast Corner of said Northeast Quarter (NE¼); thence deflecting right 91°01'53" and running westerly along and upon the South Line of said Northeast Quarter (NE¼), a distance of One Thousand Six Hundred Seventy-seven and Six Hundredths (1,677.06) feet; thence deflecting right 82°01'14" and running northwesterly, a distance of Three Hundred Thirteen and Fifty-one Hundredths (313.51) feet; thence deflecting left 01°57'50" and running northwesterly, a distance of Two Thousand Three Hundred Seventy and Eight Hundredths (2,370.08) feet to a point on the North Line of said Northeast Quarter (NE¼); thence deflecting right 99°55'58" and running easterly, along and upon the North Line of said Northeast Quarter (NE¼), a distance of Two Thousand Eighty-two and Twenty-one Hundredths (2,082.21) feet to the point of beginning and containing 113.848 acres, more or less.

GRANTOR, covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except those of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed October 23, _____, 2001.

Keith W. Brown
KEITH W. BROWN

Connie M. Brown
CONNIE M. BROWN

STATE OF NEBRASKA)
) SS.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me on October 23, 2001, by KEITH W. BROWN and CONNIE M. BROWN, husband and wife.

Leta Greene
Notary Public

