

Entered As Instrument No  
0200607052

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STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2006 AUG 7 PM 4 54

*Kathy Beards*  
REG OF DEEDS

CASH \_\_\_\_\_  
CHECK 80.50

REFUNDS:  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 8-2-2006  
\$ EXEMPT BY JK

*Cathleen Allen*



200607052

Cornhusker Army Ammunition Plant (CHAAP)  
Hall County, Nebraska  
Parts of Acquisition Tracts Nos. 4 and 5  
Land Tract No. 2

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 12<sup>th</sup> day of July 2006, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as "Grantor," acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing) (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) (hereinafter "said Act"), and **CENTRAL PLATTE NATURAL RESOURCES DISTRICT (CPNRD)**, a political subdivision of the State of Nebraska, with its principal office located at 215 Kaufman Avenue, Grand Island, Nebraska 68803, hereinafter referred to as "Grantee."

**WITNESSETH:**

**WHEREAS**, said Act authorizes the Secretary of the Army to convey the property herein to the Hall County, Nebraska, Board of Supervisors, or its designee; and

**WHEREAS**, said Board designated that the property to be conveyed herein be transferred to Grantee; and

**WHEREAS**, the Department of the Army has completed environmental restoration required, if any, with respect to the property conveyed herein; 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**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Sixty Four Thousand One Hundred Ninety and No/100 Dollars (\$64,190.00), 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 its 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 Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4) , all being in Section One (1), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, Hall County, Nebraska, containing 91.700 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A,"** which is attached hereto and made a part hereof.

**RESERVING,** however, to the Grantor, ownership and exclusive use of the three existing monitoring wells (well identifiers G0057, G0058 and G0059) located in the southwest corner of the Property together with access across the property for the purpose of monitoring and/or removing the wells. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

**RESERVING,** however, to the Grantor, ownership and exclusive use of the existing weir situated in the northwest corner of the Property together with a perpetual and assignable easement (85 feet x 160 feet), as shown on Exhibit "A," for the operation, maintenance, alteration and replacement of the weir; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

**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)(3) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 U.S.C. Section 9620 (h)(3), the Grantor has made a complete search of its records concerning the property subject to this Deed. Those records indicate that the hazardous substances, as defined by Section 101 (14) of CERCLA, shown on **Exhibit "B,"** attached hereto and made a part hereof, have been stored for one year or more (S), released (R), or disposed of (D), on the property during the time the property was owned by the Grantor. The Grantee should review the Final Environmental Baseline Survey No. 38-EH-8519-99 dated 9-20 November 1998, and the Finding of Suitability to Transfer (FOST) dated October 2005 for further details.

b. The Grantor covenants and warrants that all remedial action necessary to ensure protection of human health and the environment with respect to any such substance remaining on the property has been taken prior to the date hereof. Furthermore, excepting those situations where the Grantee, its successors or assigns, hereunder are potentially responsible parties, as defined by CERCLA, any additional remedial action found to be necessary with respect to any such substance remaining on the property after the date hereof shall be conducted by the United States.

c. 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.

d. 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 the 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, the United States, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the then owner and any authorized occupant of the Property) to enter upon the herein described 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 or 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, EXCLUSIONS, RESERVATIONS, COVENANTS AND RESTRICTIONS AFFECTING THE PROPERTY**

This conveyance is expressly made subject to the following environmental notices, exclusions, reservations, covenants and restrictions 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 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 as they may be later 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 October 2005 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. Land Use Restrictions**

The Grantor has undertaken careful environmental study of the Property and concluded, to which the Grantee agrees, that the highest and best use of the Property is limited by its environmental condition to agricultural, conservation, or recreational land uses. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the Grantor, State of Nebraska, and Grantee, the following covenants/restrictions/reservations are included in this deed to assure the use of the Property is consistent with environmental conditions of the Property. The following covenants/restrictions/reservations benefit both the lands retained by the Grantor and the general public welfare and are consistent with the State of Nebraska and Federal environmental statutes.

1. Agricultural/Conservation/Recreation Use Restrictions

(a) The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for agricultural, conservation, or recreation purposes and not for residential purposes, the Property having been remediated only for agricultural, conservation or recreation uses.

(b) Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential use of the Property. Any additional remediation will be at no additional cost to the Grantor and with the Grantor's prior written consent. Consent may be conditioned upon such terms and conditions, as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow residential use of the Property and upon the Grantee's obtaining the approval of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency (EPA) and the Nebraska Department of Environmental Quality (DEQ) and, if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of Nebraska, Hall County, as this deed, a Partial Release of Covenant. Grantee shall bear the cost of recording and reasonable administrative fees.

2. Enforcement

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(a) The above covenants/restrictions/reservations shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and State of Nebraska. These covenants/restrictions/reservations are binding on the Grantee, its successors and assigns; shall run with the land; shall run with the land; and are forever enforceable.

(b) The Grantee covenants for itself, its successors and assigns that it shall include and otherwise make legally binding the above land use covenants/restrictions/ reservations in all subsequent leases and transfer or conveyance documents relating to the Property subject hereto. Notwithstanding this provision, failure to include these land use restrictions in subsequent conveyances does not abrogate the status of these covenants/restrictions/reservations as binding upon the parties, their successors and assigns.

(c) The Grantee, for itself, its successors and assigns, covenants that it will not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(d) Notwithstanding any other provision of this Deed; any agreement between the Grantee and the Grantor; the provisions of CERCLA, including CERCLA Section 120(h)(3), as amended, the Grantee on behalf of itself, its successors and assigns, covenants and agrees that the Grantee or the then record owner of the Property will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of the land use restrictions in **Section IV.c.** herein.

3. Submissions

Modification of Restrictions. The Grantee shall submit any requests to install monitoring wells, to construct subsurface structures for human occupation, or for other modification to the above restrictions to Grantor, with a copy to EPA and Nebraska DEQ, by first class mail, postage prepaid, addressed as follows:

- (a) to Grantor: Corps of Engineers, Omaha District  
ATTN: CENWO-RE  
106 South 15th Street  
Omaha, NE 68102-1618
- (b) to EPA: U.S. Environmental Protection Agency, Region VII  
901 North 5th Street  
Kansas City, KS 66101
- (c) to State: Nebraska Department of Environmental Quality  
P.O. Box 98922  
Lincoln, NE 68509-8922

**d. Endangered Species Act**

Prior to any construction activities on the Property associated with the flood control project, the Grantee, at no expense to the Grantor, agrees to perform all of the following in order to satisfy the requirements of the Endangered Species Act.

1. The portions of the flood control project on or within the former CHAAP, to include the detention basins, will be designed to limit the amount of wetland habitat in order to either avoid or minimize the occurrence of any resultant net flow depletion to the lower Platte River.

2. The design for portions of the flood control project on or within the former CHAAP, to include the flood detention basins, will be submitted by the Grantee after development to the U.S. fish and Wildlife Service, hereinafter "Service" for review.

3. The water use calculator developed by the Natural Resources Conservation Service (NRCS, 2001), along with other methods approved by the Service, will be utilized to determine whether the project will result in a net flow depletion to the lower Platte River (i.e., in terms of acre-feet of water depleted on an average annual basis during the months of February through July).

4. If it is determined that the portions of the flood control project on or within the former CHAAP project will result in a minor net annual flow depletion (25 acre-feet or less), consultation must occur with the Service.

5. The effects of the portions of the flood control project on or within the former CHAAP, to include the detention basins, on federally listed endangered species and designated critical habitat will be offset by one of the conservation measures described in the Service's biological opinion on federal agency actions that result in minor water depletions to the Platte River system (USFWS, 2002 and 2003).

6. If the calculated amount of the net annual flow depletion is 25 acre-feet or less, the conservation measure which allows for debiting a calculated depletion fee (at no cost to the CPNRD) from a special account that has been established with the National Fish and Wildlife Foundation, must be considered and may be utilized.

7. If the amount of the net annual flow depletion is calculated to be greater than 25 acre-feet per year, on an average annual basis during the months of February through July, further prompt consultation with the Service must occur in order to comply with other reasonable means to either avoid or offset the adverse impacts of the portions of the flood control project on or within the former CHAAP on listed endangered species and critical habitat.

8. Consultation must occur with the Service and the state fish and wildlife agency to ensure that the future use of the property is in compliance with all applicable environmental laws and regulations, including the substantive environmental and natural resource provisions of Executive Orders 11988 and 11990.

The U.S. Fish and Wildlife Service shall have the right to enforce each of the above requirements against the Grantee, its successors and assigns, in any court of competent jurisdiction, in the event the Grantee, its successors and assigns, fail to perform any one or more of them.

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

2. 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.

3. Perpetual Easement No. DACA45-2-00-6022, granted to Hall County and Central Platte Natural Resources District for drainage ditch.

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 CONVENANTS**

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 successors and 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 except for warranties, responsibilities and agreements of Grantor specifically set forth herein, 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, its successors and assigns, 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 contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license.

## **VII. AGREEMENTS, NOTICES AND CONDITIONS**

### **a. Anti-Deficiency Act Clause**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

### **b. Notice of Wetlands**

This Property contains wetlands protected under state and Federal laws and regulations. Applicable laws and regulations restrict activities that involve draining wetlands or the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; the placement of site-development fills for recreational, industrial, commercial, residential, and other uses; the placement of causeways or road fills; and the construction of dams and dikes.

VIII. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

**THIS QUITCLAIM DEED** is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 2003) under which property transferred by the United States is exempted from such taxation.

**THIS QUITCLAIM DEED** is not subject to the provisions of 10 U.S.C. Section 2662.

**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 12th day of JULY 2006.

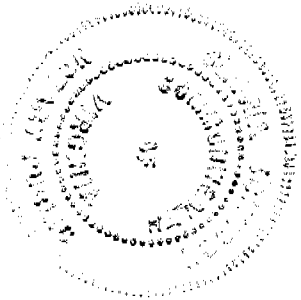


**UNITED STATES OF AMERICA**

By: Joseph W. Whitaker  
Joseph W. Whitaker  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA (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 31st day of OCTOBER 2008, 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 who acknowledged the foregoing instrument to be his free act and deed, dated this 12th day of JULY 2006, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.



[Signature]  
Notary Public

My commission expires: OCTOBER 31st, 2008

GRANTEE ACCEPTANCE

200607052

CENTRAL PLATTE NATURAL RESOURCES DISTRICT, GRANTEE, hereby accepts this Quitclaim Deed and the property described therein for itself, its successors and assigns, subject to all of the notices, agreements, reservations, restrictions, conditions, covenants, exceptions, and terms contained therein, this 31<sup>st</sup> day of January 2006.

CENTRAL PLATTE NATURAL  
RESOURCES DISTRICT

BY: *Ronald Bishop*

TITLE: General Manager

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF HALL        )

The foregoing Quitclaim Deed was acknowledged before me this 31<sup>st</sup> day of January 2006, by Ronald Bishop, General Manager



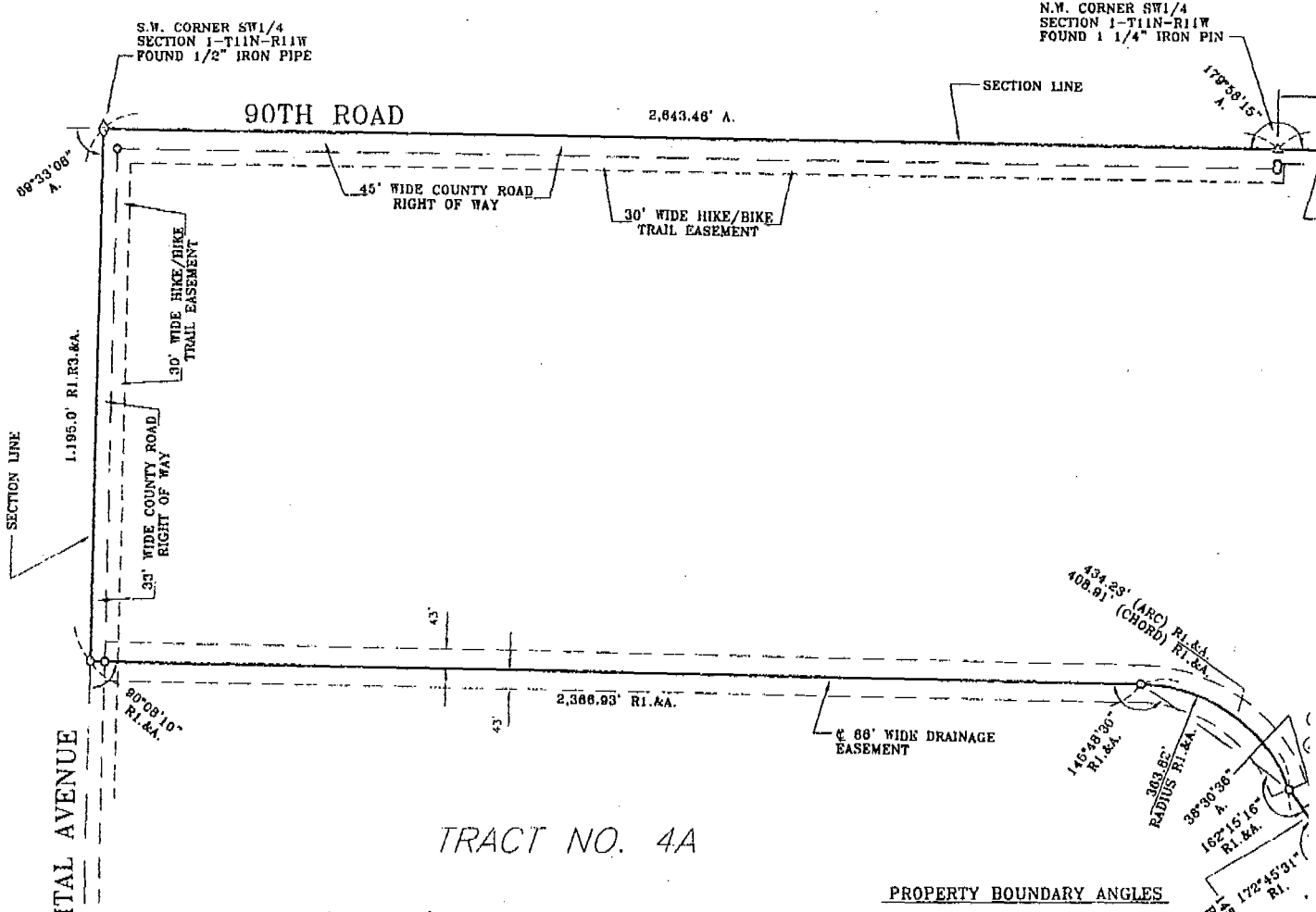
*Cathleen H. Allen*  
Notary Public

My commission expires: Oct. 23, 2009

200607052

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TRACT NO. 22



TRACT NO. 4A

- R1. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED SEPTEMBER 8, 2000 (CAAP TRACT NO. 4A)
- R2. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED SEPTEMBER 11, 2000 (CAAP TRACT NO. 3B)
- R3. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 28, 2001 (CAAP TRACT NO. 22)

PROPERTY BOUNDARY ANGLES

A	45°42'32" R2.&A.
B	180°33'40" R2.&A.
C	10°22'24" R2.&A.
D	10°47'17" R2.&A.
E	20°23'18" R2.&A.

O - INDICATES 1/2" IRON PIPE FOUND

LEGAL DESCRIPTION

A tract of land comprising a part of the Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4), all being in Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Southwest Quarter (SW1/4); thence running southerly, along and upon the a distance of Two Thousand Six Hundred Forty Three and Forty Six Hundredths (2,643.46) feet to the southwest corner deflecting left 89°33'00" and running easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of One Hundred Fifty (150) feet; thence deflecting left 90°08'10" and running northerly, a distance of Two Thousand Three Hundred (2,306.93) feet to a point of curvature; thence running northeasterly, along and upon the arc of a curve to the point of tangency of said curve coinciding with the previously described course, a distance of Four Hundred Thirty Four and chord distance = 408.91; -- long chord deflecting right 34°11'30" from the previously described course) to a point of tangency of the chord of the previously described curve and running northeasterly, a distance of One Hundred Forty Five and Fifte left 141°29'24" and running westerly, a distance of One Hundred Thirty and Seventeen Hundredths (130.17) feet; thence northwesterly, a distance of Sixty and One Hundredth (60.01) feet; thence deflecting right 00°33'40" and running northwesterly, a distance of Sixty and One Hundredth (60.01) feet; thence deflecting left 10°22'24" and running northwesterly, a distance of One Hundred and Fourteen Hundredths (114.93) feet; thence deflecting left 10°47'17" and running northwesterly, a distance of One Hundred and Fourteen Hundredths (114.93) feet; thence deflecting left 20°23'18" and running westerly, a distance of Two Hundred Seventeen and right 100°03'45" and running northerly, a distance of Two Hundred Sixty Five and Forty Two Hundredths (265.42) feet and running westerly, a distance of Seven Hundred Sixty Five and Twenty Four Hundredths (765.24) feet to a point (NW1/4); thence deflecting left 92°00'45" and running southerly, along and upon the west line of said Northwest Quarter (NW1/4) a distance of Seven Hundred Sixty Five and Twenty Four Hundredths (765.24) feet to the point of beginning and containing 91.700 acres, more

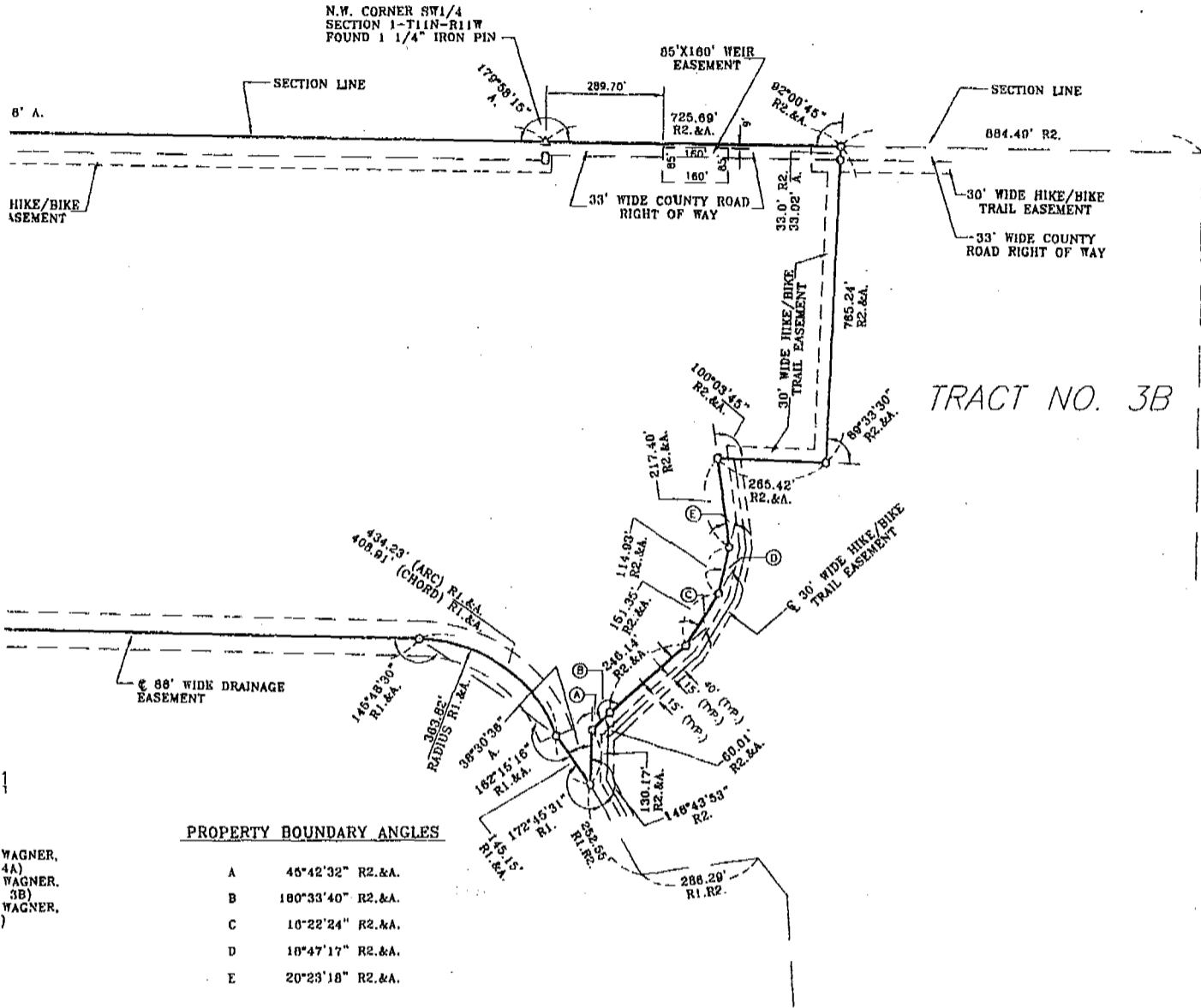
SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the d

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

# 200607052

SCALE 1"=200'



**PROPERTY BOUNDARY ANGLES**

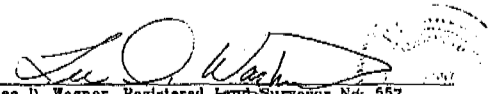
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B	180°33'40" R2.&A.
C	10°22'24" R2.&A.
D	18°47'17" R2.&A.
E	20°23'18" R2.&A.

WAGNER,  
4A)  
WAGNER,  
3B)  
WAGNER,  
)

Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4), all being in Section One (1), Township Eleven (11) North, County, Nebraska, and more particularly described as follows:

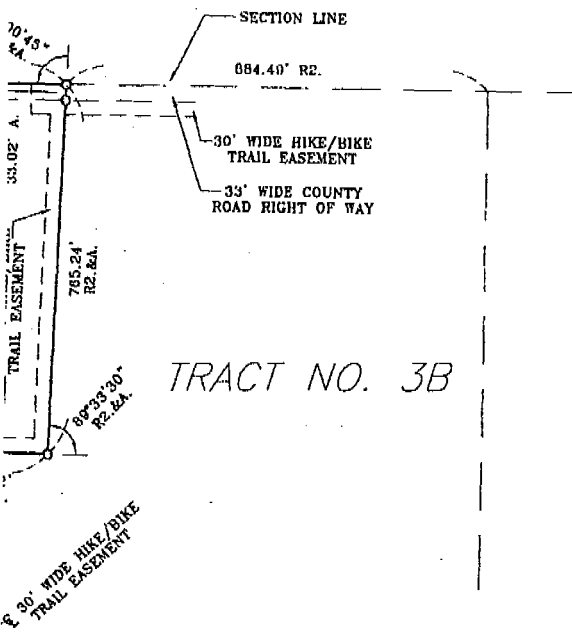
beginning at the southwest corner of said Southwest Quarter (SW1/4); thence running southerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Hundred Thirty Three and Four Hundredths (2,043.46) feet to the southwest corner of said Southwest Quarter (SW1/4); thence running southerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of One Thousand One Hundred Ninety Three and One Hundredths (1,193.01) feet; thence running northerly, a distance of Two Thousand Three Hundred Sixty Six and Ninety Three Hundredths (2,366.93) feet; thence running northeasterly, along and upon the arc of a curve to the right whose radius is 303.82 feet, the initial deflection being right 17°44'41" from the previously described course, a distance of Four Hundred Thirty Four and Twenty Three Hundredths (434.23) feet (long chord 408.91' (chord) R1.&A.); thence running northeasterly, a distance of One Hundred Forty Five and Fifteen Hundredths (145.15) feet; thence deflecting right 45°42'32" and running a distance of One Hundred Thirty and Seventeen Hundredths (130.17) feet; thence deflecting right 10°22'24" and running a distance of One Hundred Eight and One Hundredths (108.01) feet; thence deflecting right 00°33'40" and running northwesterly, a distance of Two Hundred Sixty Five and Four Hundredths (265.42) feet; thence deflecting left 18°47'17" and running northwesterly, a distance of One Hundred Fourteen and Ninety Three Hundredths (144.93) feet; thence deflecting left 20°23'18" and running westerly, a distance of Two Hundred Seventeen and Four Tenth (217.40) feet; thence deflecting left 10°22'24" and running westerly, a distance of Two Hundred Sixty Five and Forty Two Hundredths (265.42) feet; thence deflecting left 89°33'30" and running southerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Seven Hundred Twenty Five and Eight Hundredths (725.89) feet to the point of beginning and containing 91.700 acres, more or less.

I hereby certify that the accompanying plat is from an accurate survey of the described property made under my supervision.

  
 Lee D. Wagner, Registered Land Surveyor No. 657

200607052

SCALE 1"=200'



TRACT NO. 3B

**CORNER TIES**

**N.W. CORNER SW1/4 - FOUND 1 1/4" IRON PIN**  
 63.89' N.N.E. TO NAIL IN 42"+ TREE  
 42.39' N.E. TO NAIL IN 42"+ TREE  
 53.55' E.N.E. TO NAIL IN 42"+ TREE  
 33.00' E. 1/2" IRON PIPE  
 46.00' E. 1/2" IRON PIPE

**S.W. CORNER SW1/4 - FOUND 1/2" IRON PIPE**  
 73.15' N.W. TO NAIL IN SIDE OF S.E. CORNER OF BUILDING DA/1  
 74.45' N.N.E. TO 1/2" IRON PIPE  
 55.60' N.E. TO 1/2" IRON PIPE  
 65.10' S.E. TO 1/2" IRON PIPE

Eleven (11) North,  
 Quarter (SW1/4),  
 (SW1/4); thence  
 : Hundred Ninety  
 : three Hundredths  
 feet, the initial  
 34.23) feet (long  
 : 17°44'44" from  
 thence deflecting  
 32" and running  
 of Two Hundred  
 : and Thirty Five  
 : three Hundredths  
 hence deflecting  
 : left 89°33'30"  
 Northwest Quarter  
 of Seven Hundred

r my supervision.

PART OF THE SW1/4 AND PART OF THE NW1/4 SECTION 1-T11N-R11W HALL COUNTY, NEBRASKA		ccap2
LAND SURVEY		06-20-2009
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8455 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		L.W.

TRACT 2

EXHIBIT "A" ATTACHED TO AND MADE A PART OF QUITCLAIM DEED (TRACT 2)

**Notification of Hazardous Substance Storage, Release or Disposal**

Property Description	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
<p>Land Tract 2 Approximately 91.7 acres of land including a portion of OU2.</p>	<p>Explosive waste and residues and associated chemicals. (Released)</p>	<p>Overland runoff and migration of groundwater contaminants from contamination associated with past ordnance production and disposal during Load Line Operations, 1942-1973.</p>	<p>This tract contains a portion of the west drainage ditch. The west drainage ditch is part of OU2 and receives runoff from Load Line 5 (OU4), a portion of Load Line 4 (OU4), the Sanitary Landfill (OU3), and the eastern half of the Burning Grounds (OU5). It also currently receives treated effluent from the groundwater treatment plant for OU1.</p> <p>In addition, low levels of freon contamination in groundwater under Tract 2 were determined to be present. Groundwater contamination may have migrated from various sources on CHAAP, including the Burning Grounds (OU5) to the west of Tract 2 and the Sanitary Landfill and Pistol Range to the southwest of Tract 2.</p> <p>Investigation conducted in 1993 and evaluation performed in 1996 determined that chemicals of potential concern (COPCs) in the west drainage ditch surface soil included aluminum, cadmium, chromium, copper, iron, lead, silver, and vanadium. All of these COPCs were detected at levels below U.S. EPA Region 3 residential soil risk-based concentrations (RBCs), with the exception of iron in a single sample. The concentration of iron was well below the industrial RBC.</p> <p>Investigation and evaluation conducted in 1996 determined that freon was present at low levels in groundwater underneath Tract 2. Freon was not selected as a COPC in the Human Health Risk Assessment and the concentrations of freon in groundwater were far below the U.S. EPA Region 3 tap water RBC.</p> <p>Based on human health risk assessment, the 1996 RI determined that contaminants present in the soil in the west drainage ditch and in groundwater under Tract 2 were not at concentrations that would harm human health and no further action was recommended.</p> <p>A ROD for no further action at OU2 was signed in September 1998. All sites within OU2 are considered to be either uncontaminated or no threat to human health or the environment.</p> <p>The <i>Final First Five-Year Review Report for Cornhusker Army Ammunition Plant</i> (March 2004) indicates that the selected alternative for OU2 (no further action) remains protective of human health and the environment.</p>

\*The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act 9 CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition it provides information on the known release of hazardous substances in quantities greater than or equal to the substance's CERCLA reportable quantity. See 40 CFR Part 373.

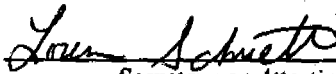
200607052

CERTIFICATE OF AUTHORITY

I hereby certify that I am the Chairman of  
*(Secretary or Attesting Officer)*  
the organization named in the foregoing agreement with the United States of  
America; that said organization is organized under the laws of the State of  
Nebraska;  
*(State)*; that the seal, if applicable, affixed to said instrument  
is the seal of said organization; that Ronald Bishop,  
*(Name of Officer)*  
who signed said agreement was then General Manager of said  
*(Title of Officer)*  
organization and has been duly authorized to sign the foregoing agreement on  
behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the  
Signature of said Officer; and that said signature affixed to such agreement is  
genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,  
if applicable, of said organization, this 1st day of February, 2006.

  
*Secretary or Attesting Officer*  
Loren Schuett, Chairman

Central Platte Natural Resources District  
*Corporation or Organization*

*This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.*