

STATE OF NEBRASKA ) SS  
COUNTY OF HALL )

2006 SEP 27 PM 4 21

*Kathy Bensch*  
REG OF DEEDS

CASH \_\_\_\_\_  
CHECK 101.00

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

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 9-27-2006  
\$ Exempt # 2 BY KB

*Keininger Firm*  
*Cathleen Allen*  
PO Box 790  
G I NE 68802



200608646

Cornhusker Army Ammunition Plant (CHAAP)  
Hall County, Nebraska  
Parts of Acquisition Tract Nos. 1, 2, 3a, 3b, 38, 39 and 40  
Parts of Land Tract Nos. 19 (19A-323.851 Acres) and 20 (20A-208.755 Acres)

*101.00*

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 14<sup>th</sup> day of September 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.

200608646

**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 THREE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$372,824.00 – Tract 19A: \$226,695.70; Tract 20A: \$146,128.30), 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:

Two tracts of land comprising parts of Sections Two (2) and Eleven (11), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, all being located in Hall County, Nebraska, containing 532.606 acres, more or less (hereinafter referred to as the “Property”), and being more particularly shown and described on Exhibits “A1” and “A2,” which are attached hereto and made a part hereof.

**RESERVING**, however, to the Grantor, ownership and exclusive use of the seven existing monitoring wells (designated as G0035, G0054, G0055, G0056, G0065 and BGGW03, located throughout Tract 19A; and G0008, located on Tract 20A), 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.

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

**II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE**

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

a. **SAVE AND EXCEPT** and there is hereby reserved unto Grantor, and its assigns, all rights and interests that have been previously reserved to Grantor in any Patent(s) covering the Property.

## 200608646

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

Department of the Army Lease No. DACA45-1-02-6021 (Tract 19A) granted to Tom Fagan for the period 1 March 2006 through 28 February 2007.

Department of the Army Lease No. DACA45-1-01-6034 (Tract 20A) granted to Robert Nunnenkamp for the period 1 March 2006 through 28 February 2007.

### 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 (EBS) No. 38-EH-8519-99 dated 9-20 November 1998, and the Finding of Suitability to Transfer (FOST) dated May 2006, 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 May 2006 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 covenant/restrictions/reservations are included in this Deed to assure the use of the Property is consistent with environmental conditions of the Property. The following covenant/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 or other 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 or other 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

## 200608646

to allow residential or other 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 (NDEQ) 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

(a) The above covenant/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 covenant/restrictions/reservations are binding on the Grantee, its successors and assigns; 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 covenant/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 covenant/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** 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 Department of Environmental Quality (NDEQ), by first class mail, postage prepaid, addressed as follows:

- (a) to Grantor: Corps of Engineers, Omaha District  
ATTN: CENWO-RE-M  
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 Grantee) 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:

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

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.

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g. Installation Commander agreements, whether or not of record or otherwise approved in writing by Grantee.

## VI. MISCELLANEOUS GRANTEE COVENANTS

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described in Section IV. of this Quitclaim Deed. In addition, Grantor and its 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

## 200608646

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.

### **c. Cornhusker Environmental Restoration Program (IRP) and Military Munitions Response Program (MMRP)**

Grantee acknowledges that the land (Tract 19C) lying adjacent to the Property herein conveyed contains Disposed Military Munitions (DMM) and that the Grantor will be undertaking environmental cleanup ("Cornhusker Installation Restoration Program or IRP") of said Tract 19C including a munitions response ("Military Munitions Response Program or MMRP"). During those times periods when the Grantor is executing its IRP and/or MMRP on Tract 19C, the Grantee is prohibited from human occupancy of the Property herein conveyed (Tracts 19A and 20A). The Grantor will provide written notice to the Grantee of its schedule for performing IRP/MMRP activities on Tract 19C. Neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the agents, contractors of any tier, or servants pursuant to the execution of the IRP and/or MMRP or based on said prohibition.

### **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.



200608646

GRANTEE ACCEPTANCE

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 22nd day of June 2006.

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

BY: [Signature]

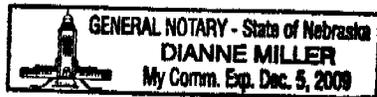
TITLE: General Manager

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF HALL )

The foregoing Quitclaim Deed was acknowledged before me this 22nd day of June 2006, by Ronald G Bishop.

[Signature]  
Notary Public

My commission expires: 12/5/09



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N.W. CORNER NW1/4  
SECTION 2-T11N-R11W  
FOUND "D J HOSTLER" ALUMINUM  
CAP IN ASPH. PAVEMENT

(NEBRASKA GAME AND PARKS)  
TRACT PER QUITCLAIM DEED  
RECORDED IN BOOK 166, PAGE 443  
REGISTER OF DEEDS OFFICE

5,290.21' R2 & A.

3,200.0' R1  
3,198.43' R2

SCALE 1" = 300'

S.W. CORNER NW1/4  
SECTION 2-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP

488.83' R2 (BY  
DEDUCTION)  
488.80' A.

50.0' A.

179°54'36" A

50.0' A

50' WIDE COUNTY ROAD  
RIGHT OF WAY

SCHAUPPSVILLE  
ROAD

2,646.23' A.

TRACT NO. 19A

13TH STREET

50.0' A.

89°42'08" A.

33' WIDE COUNTY ROAD  
RIGHT OF WAY  
1,474.62' A.  
(TO TEMP. POINT)

54°55'50" R3  
54°55'45" A  
(TO TEMP. POINT)

S89°45'45" W R3.

1,177.33' R3 & A.  
(TO TEMP. POINT)

S.W. CORNER SW1/4  
SECTION 2-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP

33.0' A.

PARCEL NO. 19B

91°49'07" R3  
31°48'35" A.  
1,024.39' R3, 1,024.42' A.  
N88°20'00" E R3.  
500°79'07" R3  
636.48' R3, 656.42' A.  
90°43'19" R3  
90°43'01" A.

NOTE: FOUND 1/2" IRON PIPE, 0.20' SOUTH OF SECTION  
LINE. PLACED TEMPORARY POINT AT CORRECT LOCATION  
FOR BOUNDARY DIMENSIONS AND ANGLES, AND TO SET  
RIGHT OF WAY CORNER.

**CORNER TIES**

S.W. CORNER SW1/4 - FOUND U.S.B.L.M. BRASS CAP  
48.48' N.W. TO 1/2" IRON PIPE  
54.89' N.E. TO NAIL IN FENCE GATE POST  
63.25' S.E. TO NAIL IN FENCE GATE POST

S.W. CORNER NW1/4 - FOUND U.S.B.L.M. BRASS CAP  
26.90' W. TO 1/2" IRON PIPE  
52.10' N.E. TO NAIL IN FENCE BRACE POST  
52.44' S.E. TO NAIL IN FENCE BRACE POST

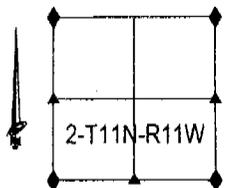
N.W. CORNER NW1/4 - FOUND "D J HOSTLER" ALUMINUM  
CAP IN ASPH. PAVEMENT  
48.26' N.W. TO NAIL IN POWER POLE  
43.43' S.E. TO CHISELED MARK ON TOP END OF CMP  
37.20' S.S.W. TO CHISELED MARK ON TOP END OF CMP

N.E. CORNER NE1/4 - FOUND "D J HOSTLER" ALUMINUM  
CAP IN ASPH. PAVEMENT  
48.84' N.E. TO NAIL IN POWER POLE  
54.30' S.E. TO NAIL IN FENCE CORNER POST  
54.77' S.W. TO NAIL CORNER POST

N.E. CORNER SE1/4 - FOUND 1 1/4" IRON PIN  
63.89' N.N.E. TO NAIL IN 42" TREE  
42.99' N.E. TO NAIL IN 42" TREE  
53.55' E.N.E. TO NAIL IN 42" TREE

S.E. CORNER SE1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT  
73.18' N.W. TO NAIL IN S.E. CORNER OF BUILDING DA/1  
74.49' N.E. TO 1/2" IRON PIPE  
66.13' S.E. TO 1/2" IRON PIPE

S.E. CORNER SW1/4 - FOUND 1/2" IRON PIPE  
53.30' N.W. TO NAIL IN FENCE GATE POST  
27.85' N.E. TO NAIL IN FENCE GATE POST  
36.60' S.W. TO 1/2" IRON PIPE



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N.E. CORNER NE 1/4 SECTION 2-T11N-R11W FOUND "D" J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT

GAME AND PARKS)  
R QUITCLAIM DEED  
BOOK 166, PAGE 443  
OF DEEDS OFFICE

TRACT NO. 1

5,290.21' R2.&A.

3,200.0' R1  
3,198.43' R2.

2,091.78' H2.

LEGA

A trac  
(NW1/  
being  
County)

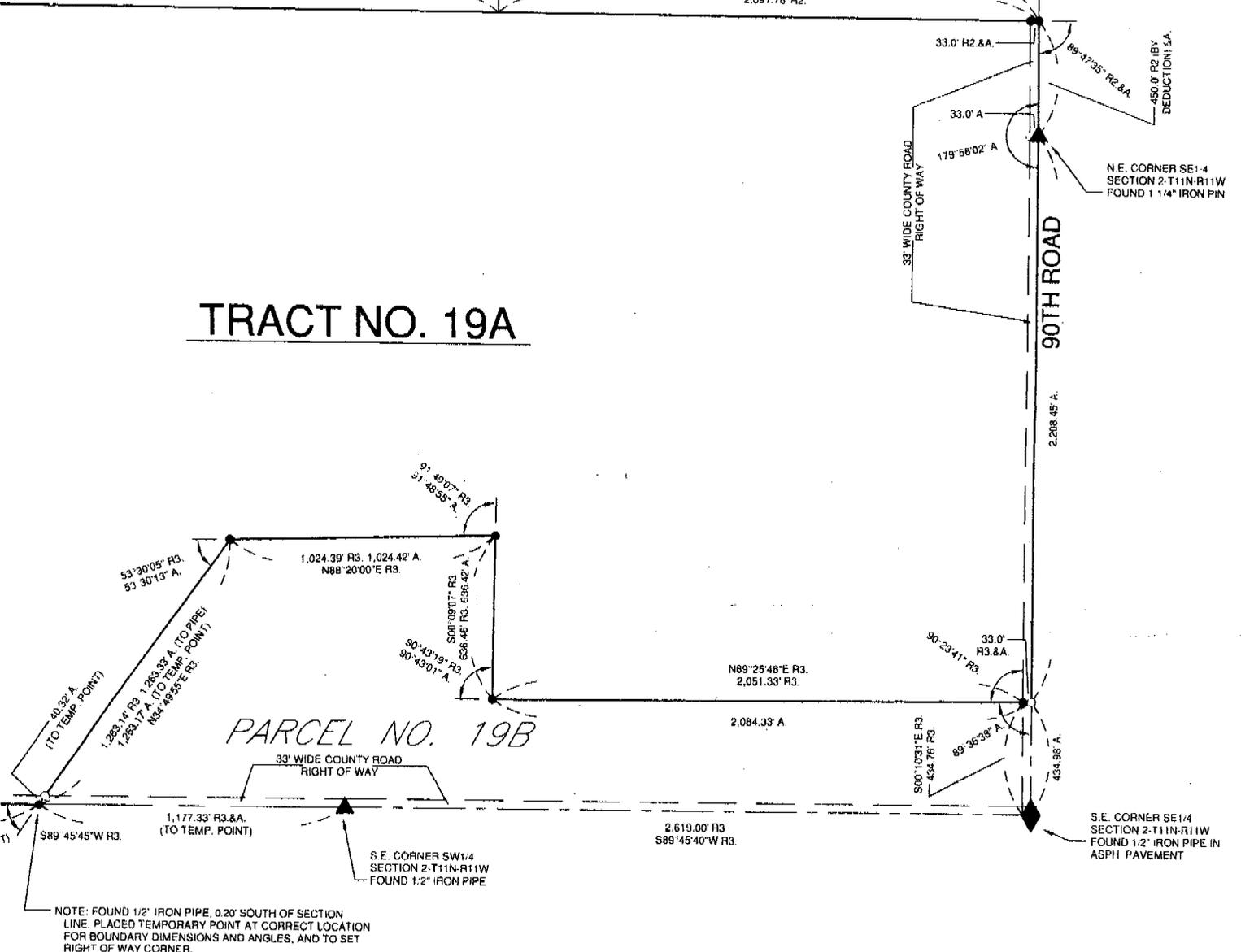
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TRACT NO. 19A

PARCEL NO. 19B



I.L.M. BRASS CAP	N.E. CORNER SE1/4 - FOUND 1 1/4" IRON PIN
E	63.89' N.N.E. TO NAIL IN 42" TREE
GATE POST	42.39' N.E. TO NAIL IN 42" TREE
GATE POST	53.55' E.N.E. TO NAIL IN 42" TREE
I.L.M. BRASS CAP	S.E. CORNER SE1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT
BRACE POST	73.18' N.W. TO NAIL IN S.E. CORNER OF BUILDING DA/1
BRACE POST	74.49' N.E. TO 1/2" IRON PIPE
	65.13' S.E. TO 1/2" IRON PIPE
HOSTLER" ALUMINUM	S.E. CORNER SW1/4 - FOUND 1/2" IRON PIPE
POLE	53.30' N.W. TO NAIL IN FENCE GATE POST
ON TOP END OF CMP	27.86' N.E. TO NAIL IN FENCE GATE POST
ON TOP END OF CMP	55.60' S.W. TO 1/2" IRON PIPE
HOSTLER" ALUMINUM	
POLE	
CORNER POST	
OST	

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N.E. CORNER NE 1/4  
SECTION 2 T11N-R11W  
FOUND "D" HOSTLER ALUMINUM  
CAP IN ASPH. PAVEMENT

R1 = RECORDED DISTANCE ON QUITCLAIM DEED RECORDED IN BOOK 166, PAGE 443, HALL COUNTY REGISTER  
OF DEEDS OFFICE (STATE GAME AND PARKS TRACT)  
R2 = RECORDED DISTANCE AND/OR ANGLE ON SURVEY (REFERRED TO AS "TRACT NO. 1") BY LEE D. WAGNER,  
L. S. NO. 557, DATED OCTOBER 29, 2004  
F.A. = RECORDED DISTANCE AND/OR BEARING (AND/OR ANGLE) BY DERYL D. SORGENFREL, L. S. NO. 578, DATED  
JANUARY 25, 2005 (NOTE: RECORDED ANGLES ARE BASED ON RECORDED BEARINGS)  
A = ACTUAL DISTANCE AND/OR ANGLE

● - INDICATES 1/2" IRON PIPE FOUND  
○ - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAP IS STAMPED "L.S. 557"

**LEGAL DESCRIPTION**

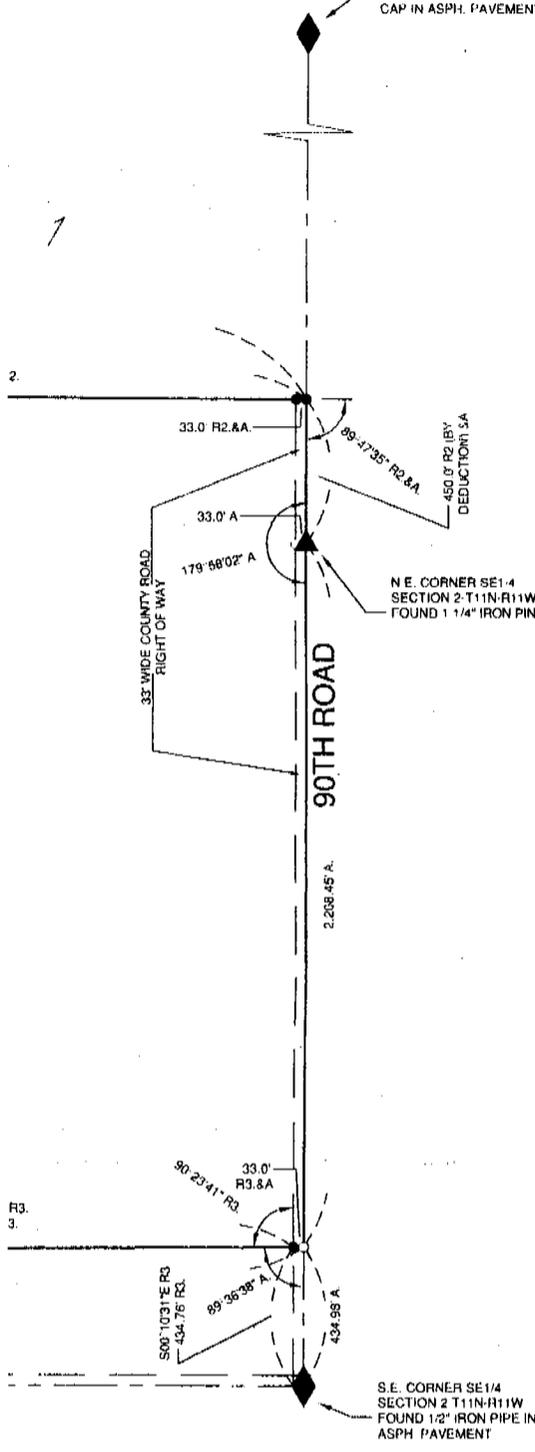
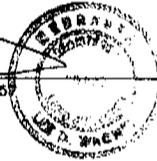
A tract of land comprising a part of the Southwest Quarter (SW1/4), a part of the Northwest Quarter (NW1/4), a part of the Northeast Quarter (NE1/4), and a part of the Southeast Quarter (SE1/4), all being in Section Two (2), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter (SW1/4); thence running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Forty Six and Twenty Three Hundredths (2,646.23) feet to the southwest corner of said Northwest Quarter (NW1/4); thence deflecting right 00°06'22" and running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Four Hundred Sixty Eight and Nine Tenths (468.90) feet to the southwest corner of a tract (State of Nebraska Game and Parks Commission property) recorded in Book 166, Page 443, Hall County of Register of Deeds Office; thence deflecting right 89°50'57" and running easterly, along and upon the south line of said Nebraska Game and Parks Commission tract, and along and upon the south line of a survey by Lee D. Wagner, L. S. No. 557, dated October 29, 2004, said survey being referred to as Tract No. 1, a distance of Five Thousand Two Hundred Ninety and Twenty One Hundredths (5,290.21) feet to the southeast corner of said Tract No. 1, said point also being on the east line of said Northeast Quarter (NE1/4); thence deflecting right 89°47'35" and running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Four Hundred Fifty (450.0) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting right 00°01'58" and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Two Hundred Eight and Forty Five Hundredths (2,208.45) feet to a point on the easterly prolongation of a north line of a survey by Deryl D. Sorgenfrel, L. S. No. 578, dated January 25, 2005, said survey being referred to as Parcel No. 19B; thence deflecting right 89°36'38" and running westerly, along and upon the easterly prolongation of a north line of said Parcel No. 19B and along and upon a north line of said Parcel No. 19B, a distance of Two Thousand Eighty Four and Thirty Three Hundredths (2,084.33) feet to a corner of said Parcel No. 19B; thence deflecting right 90°43'01" and running northerly, along and upon an east line of said Parcel No. 19B, a distance of Six Hundred Thirty Six and Forty Two Hundredths (636.42) feet to a northeast corner of said Parcel No. 19B; thence deflecting left 91°48'55" and running westerly, along and upon the north line of said Parcel No. 19B, a distance of One Thousand Twenty Four and Forty Two Hundredths (1,024.42) feet to the northwest corner of said Parcel No. 19B; thence deflecting left 53°30'13" and running southwesterly, along and upon the northwest line of said Parcel No. 19B, a distance of One Thousand Two Hundred Sixty Three and Seventeen Hundredths (1,263.17) feet to the southwest corner of said Parcel No. 19B, said point also being on the south line of said Southwest Quarter (SW1/4); thence deflecting right 54°55'45" and running westerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of One Thousand Four Hundred Seventy Four and Sixty Two Hundredths (1,474.62) feet to the point of beginning and containing 325.851 acres, more or less, of which, 6.878 acres, more or less, is presently occupied by public road right of way.

**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, Registered Land Surveyor No. 557



200608646

EXHIBIT "A-1" ATTACHED TO AND MADE A PART OF QUITCLAIM DEED

TRACT NO. 19A

PART OF THE SW1/4, NW1/4, NE1/4 & SE1/4 OF SECTION 2-T11N-R11W, HALL COUNTY, NEBRASKA	CAAP 19A.dwg 04-04-05 L.W.
<b>LAND SURVEY</b>	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

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N.W. CORNER NW1/4  
SECTION 11-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP

N89°45'45"E R.  
2,380.15' A.

33.0' A.  
50.0' A.  
90°14'47" A.

33' WIDE COUNTY ROAD  
RIGHT OF WAY

33.01' A.

SCALE 1" = 200'

SECTION LINE

2,548.47' A.

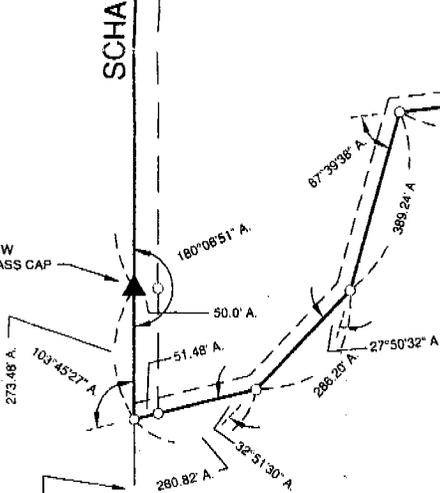
SCHAUPPSVILLE ROAD

50' WIDE COUNTY  
ROAD RIGHT OF WAY

TRACT M

30' WIDE HIKE/BIKE  
TRAIL EASEMENT

S.W. CORNER NW1/4  
SECTION 11-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP



R. - RECORDED DISTANCE AND/OR BEARING (AND/OR ANGLE) ON SURVEY (REFERRED TO AS "PARCEL NO. 208") BY DERYL D. SORGENFREL, L. S. NO. 578, DATED JANUARY 25, 2005 (NOTE: RECORDED ANGLES ARE BASED ON RECORDED BEARINGS)  
A. - ACTUAL DISTANCE AND/OR ANGLE

● - INDICATES 1/2" IRON PIPE FOUND  
○ - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAP IS STAMPED "L S 557"

**LEGAL DESC**

A tract of land all being in Section 11, Township 11 North, Range 11 West, as described as follows:

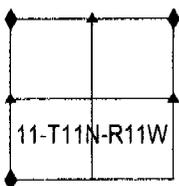
Beginning (NW1/4), Eight Ten Deryl D. Sorgenfrel, running 1/4 mile to the Northeast, being Thence, deflecting, deflecting, 67°30'38", 27°50'32" running Quarter distance, deflecting, Six Hundred 6.185 ac

**SURVEYOR'S**

I hereby certify supervision.

**CORNER TIES**

- N.W. CORNER NW1/4 - FOUND U.S.B.L.M. BRASS CAP  
46.48' N.W. TO 1/2" IRON PIPE  
54.39' N.E. TO NAIL IN FENCE GATE POST  
53.26' S.E. TO NAIL IN FENCE GATE POST
- N.E. CORNER NW1/4 - FOUND 1/2" IRON PIPE  
53.30' N.W. TO NAIL IN FENCE GATE POST  
27.85' N.E. TO NAIL IN FENCE GATE POST  
35.60' S.W. TO 1/2" IRON PIPE
- N.E. CORNER NE1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT  
73.18' N.W. TO NAIL IN S.E. CORNER OF BUILDING DA/1  
74.49' N.E. TO 1/2" IRON PIPE  
65.13' S.E. TO 1/2" IRON PIPE
- S.E. CORNER NE1/4 - FOUND 3/4" IRON PIN  
53.92' N.E. TO 1/2" IRON PIPE  
39.98' E. TO 1/2" IRON PIPE  
47.88' S.E. TO 1/2" IRON PIPE
- S.W. CORNER SW1/4 - FOUND U.S.B.L.M. BRASS CAP  
46.08' N.W. TO FACE OF CONC. W.C.  
59.87' N.E. TO 1/2" IRON PIPE  
66.18' S.E. TO "X" NAILS IN TOP OF FENCE BRACE POST
- S.W. CORNER NW1/4 - FOUND U.S.B.L.M. BRASS CAP  
51.70' N.E. TO NAIL IN FENCE BRACE POST  
50.18' E. TO FACE OF CONCRETE WITNESS CORNER  
31.25' W. TO 1/2" IRON PIPE



S.W. CORNER SW1/4  
SECTION 11-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP



NER NW1/4  
11-T11N-R11W  
2" IRON PIPE

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N.E. CORNER NE1/4  
SECTION 11-T11N-R11W  
FOUND 1/2" IRON PIPE IN  
ASPH. PAVEMENT

SECTION LINE

2,652.04 A

N89°45'40"E R.  
2,612.04 R.

CAPITAL AVENUE

PARCEL NO. 20B

40.0' R.

S90°05'04"W R.  
1,084.88 R.

1,085.56 A

SECTION LINE

2,890.32' A.

2,850.42' R.  
N89°21'11"W R.

88°28'15" A.

40.0' R. & A.

89°26'06" A.

2,647.88' A.

48' WIDE COUNTY ROAD  
RIGHT OF WAY

90TH ROAD

1,187.63' A.

40.0' A.

4,335.20' A.

S90°03'45" A.

384.89' A.

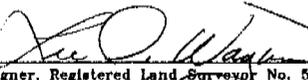
S.E. CORNER NE1/4  
SECTION 11-T11N-R11W  
FOUND 3/4" IRON PIN

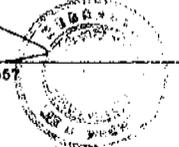
the Northwest Quarter (NW1/4), a part of the Northeast Quarter (NE1/4), and a part of the Southwest Quarter (SW1/4),  
Ship Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and being more particularly

of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter  
and Three Hundred Eighty and Fifteen Hundredths (2,380.15) feet to a point which is Two Hundred Seventy One and  
the northeast corner of said Northwest Quarter (NW1/4), said point also being the northwest corner of a survey by  
l, dated January 25, 2005, said survey being referred to as Parcel No. 20B; thence deflecting right 88°28'28" and  
n the west line of said Parcel No. 20B, a distance of One Thousand Fifty One and Twenty Five Hundredths (1,051.25)  
said Parcel No. 20B; thence deflecting left 87°36'10" and running easterly, along and upon the south line of said  
rolongation, a distance of Two Thousand Eight Hundred Ninety and Thirty Two Hundredths (2,890.32) feet to a point  
st Quarter (NE1/4), thence deflecting right 89°26'06" and running southerly, along and upon the east line of said  
ance of One Thousand One Hundred Sixty Seven and Sixty Three Hundredths (1,187.63) feet to a point, said point  
and Sixty Nine Hundredths (384.89) feet north of the southeast corner of said Northeast Quarter (NE1/4); thence  
unning westerly, a distance of Four Thousand Three Hundred Thirty Five and Two Tenths (4,335.20) feet; thence  
ning westerly, a distance of Four Hundred Thirteen and Fifty Six Hundredths (413.56) feet; thence deflecting left  
y, a distance of Three Hundred Eighty Nine and Twenty Four Hundredths (388.24) feet; thence deflecting right  
erly, a distance of Two Hundred Eighty Six and Two Tenths (286.20) feet; thence deflecting right 32°51'30" and  
e of Two Hundred Sixty and Eighty Two Hundredths (260.82) feet to a point on the west line of said Southwest  
ng right 103°45'27" and running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a  
Three and Forty Eight Hundredths (273.48) feet to the southwest corner of said Northwest Quarter (NW1/4); thence  
ning northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand  
y Seven Hundredths (2,648.47) feet to the point of beginning and containing 208.755 acres, more or less, of which  
sently occupied by public road right of way.

7 knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my

EXHIBIT "A-2" ATTACHED TO AND MADE  
A PART OF QUITCLAIM DEED

  
Registered Land Surveyor No. 557



PART OF THE NW1/4, NE1/4 & SW1/4 SECTION 11-T11N-R11W, HALL COUNTY, NEBRASKA	SCAP 20A.dwg 04-01-06 L.W.
LAND SURVEY	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 338 - PHONE 888-8486 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0338	

TRACT NO. 20A

200608646

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Exhibit "B"			
Table 2 Notification of Hazardous Substance Storage, Release, or Disposal			
Property Description	Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D)	Date of Storage, Release, or Disposal	Remedial Actions
<p>Land Tract 19A</p> <p>Approximately 323.851 acres of land</p>	<p>1,1,-dichloroethene, acetone (R)</p> <p>Dichlorodifluoromethane and explosive waste and residues. (R)</p>	<p>Source unknown</p> <p>Approximately 1942-1968 (intermittent)</p>	<p>There is evidence that hazardous substances were potentially released to the groundwater under Tract 19A. Hazardous substances were not stored or disposed of on the property. The potential release involves groundwater contamination migrating from other locations on CHAAP. Hazardous substances that have been detected in Tract 19A groundwater are acetone, 1,1-dichloroethene, and dichlorodifluoromethane. The origins of the acetone and 1,1-dichloroethene contamination are not known. Dichlorodifluoromethane is also known as Freon 12 and may have been associated with the migrating Freon 113 contamination. Freon 113, which is not a hazardous substance, was not stored or disposed of on the property, but was potentially released through groundwater contamination migrating from various sources on CHAAP, including the Burning Grounds (OU5), and the Sanitary Landfill and the Pistol Range, which are all part of OU3. All of these potential source areas are located south of Tract 19A.</p>
<p>Land Tract 20A</p> <p>Approximately 208.755 acres of land</p>	<p>Explosive waste and residues. (R)</p>	<p>Approximately 1942-1968 (intermittent)</p>	<p>There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities. Freon 113, which is not a hazardous substance, was not stored or disposed of on the property, but was potentially released through groundwater contamination migrating from other sources on CHAAP, including the Pistol Range (OU3) to the south of Tract 20A.</p>

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

200608646

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 22nd day of June, 2006.

Loren Schuett  
*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.*