

Entered as Instrument No.  
020005065

STATE OF NEBRASKA ) SS  
COUNTY OF HALL )

'00 JUN 21 AM 9 13

*Kathy Board*  
REC OF DEEDS

CASH \_\_\_\_\_  
CHECK 45.00

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

NEBRASKA DOCUMENTARY	
STAMP TAX	
Date	<u>6-21-2000</u>
EXEMPT	<u>2</u> By <u>JH</u>

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Acquisition Tract No. 88  
Land Management Tract 41

*John Cunningham  
PO Box 2280  
68802*

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 18th day of April, 2000, 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 **John B. McDermott, P.O. Box 2280, Grand Island, Nebraska 68802**, 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 referred 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 **Four Hundred Fifty One Thousand Eighty and No/100 Dollars (\$451,080)**; the receipt of which is hereby acknowledged by **Grantor**; and, (2) the specific agreements hereinafter made by **Grantee**, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the **Grantee**, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising all of the Northwest Quarter (NW1/4) of Section 23, Township 11 North, Range 11 West of the Sixth Principal Meridian, containing 161.109 acres, more or less, (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A"**, which is attached hereto and made a part hereof.

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

## **II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE**

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

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 DACA45-1-98-6019 (Land Management Parcel #41) granted to August Peters for the period March 1, 1998 through February 29, 2000.

### 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:

#### 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 person or entity to which the property is transferred 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, ordinance, 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. Cropland Lease No. DACA45-1-98-6019, until February 29, 2000, and all other existing outgrants, and Installation Commander agreements, whether or not of record or otherwise approved in writing by **Grantee**.
- h. Subject to easements for county roads over and across the north 33 feet and the west 50 feet of the Property. Also subject to an easement for a recreational trail over and across the east 30 feet and the south 30 feet of the north 63 feet of the east 422 feet of the Property. **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 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 hereinabove identified in 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.



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 29 day of October, 1999, in Hall County, State of Nebraska.

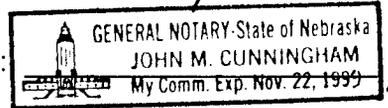
*John B. McDermott*  
\_\_\_\_\_  
John B. McDermott

STATE OF NEBRASKA    )  
                                  )ss  
COUNTY OF HALL        )

The foregoing Quitclaim Deed was acknowledged before me this 29 day of October 29, 1999, by John B. McDermott.

*John M. Cunningham*  
\_\_\_\_\_  
Notary Public

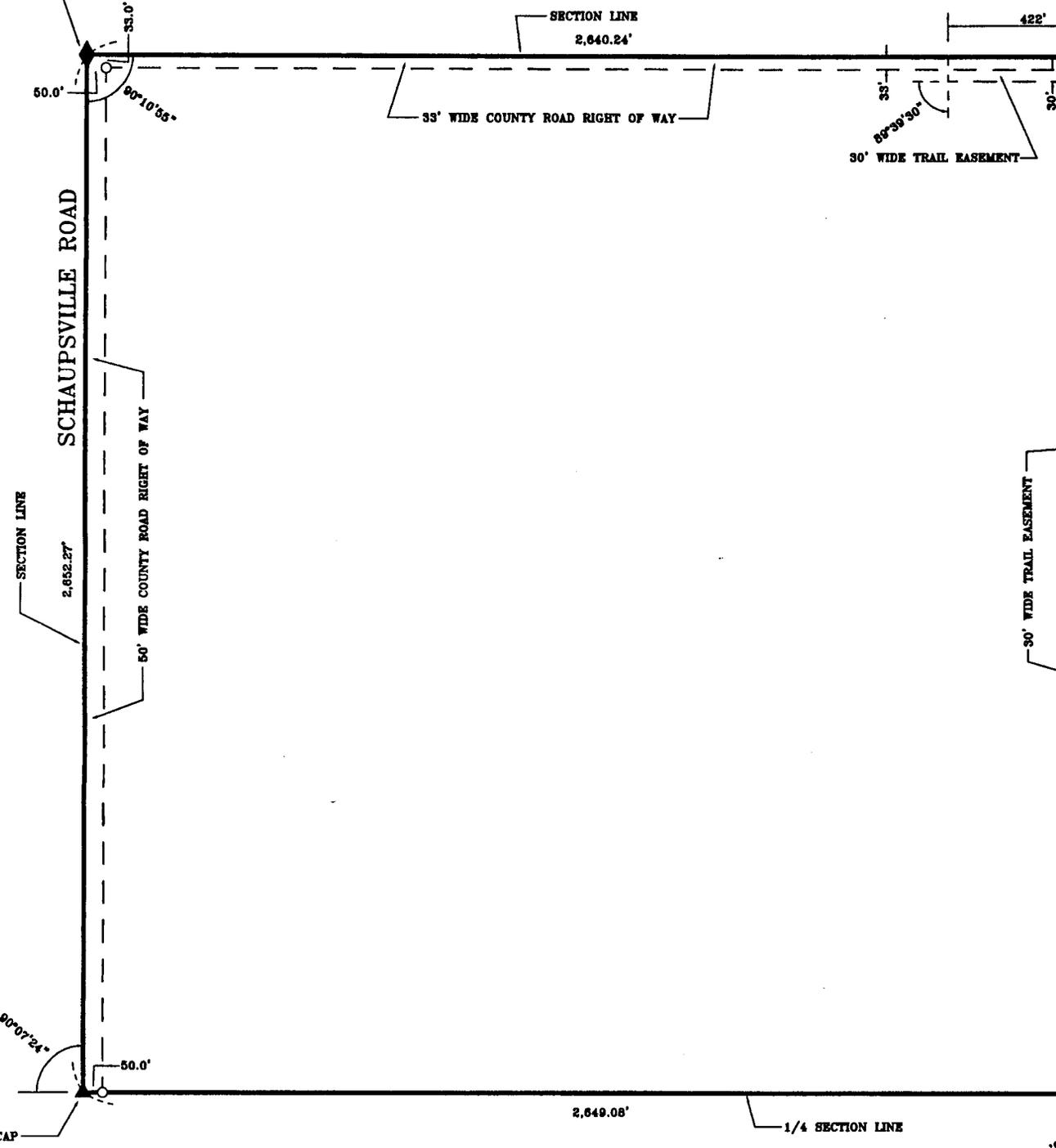
My commission expires:



200005065

N.W. CORNER NW1/4  
SECTION 23-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP

N.E. CORNER NW1/4  
SECTION 23-T11N-R11W  
FOUND 1-1/4" IRON PI



S.W. CORNER NW1/4  
SECTION 23-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP

2,649.08'

1/4 SECTION LINE

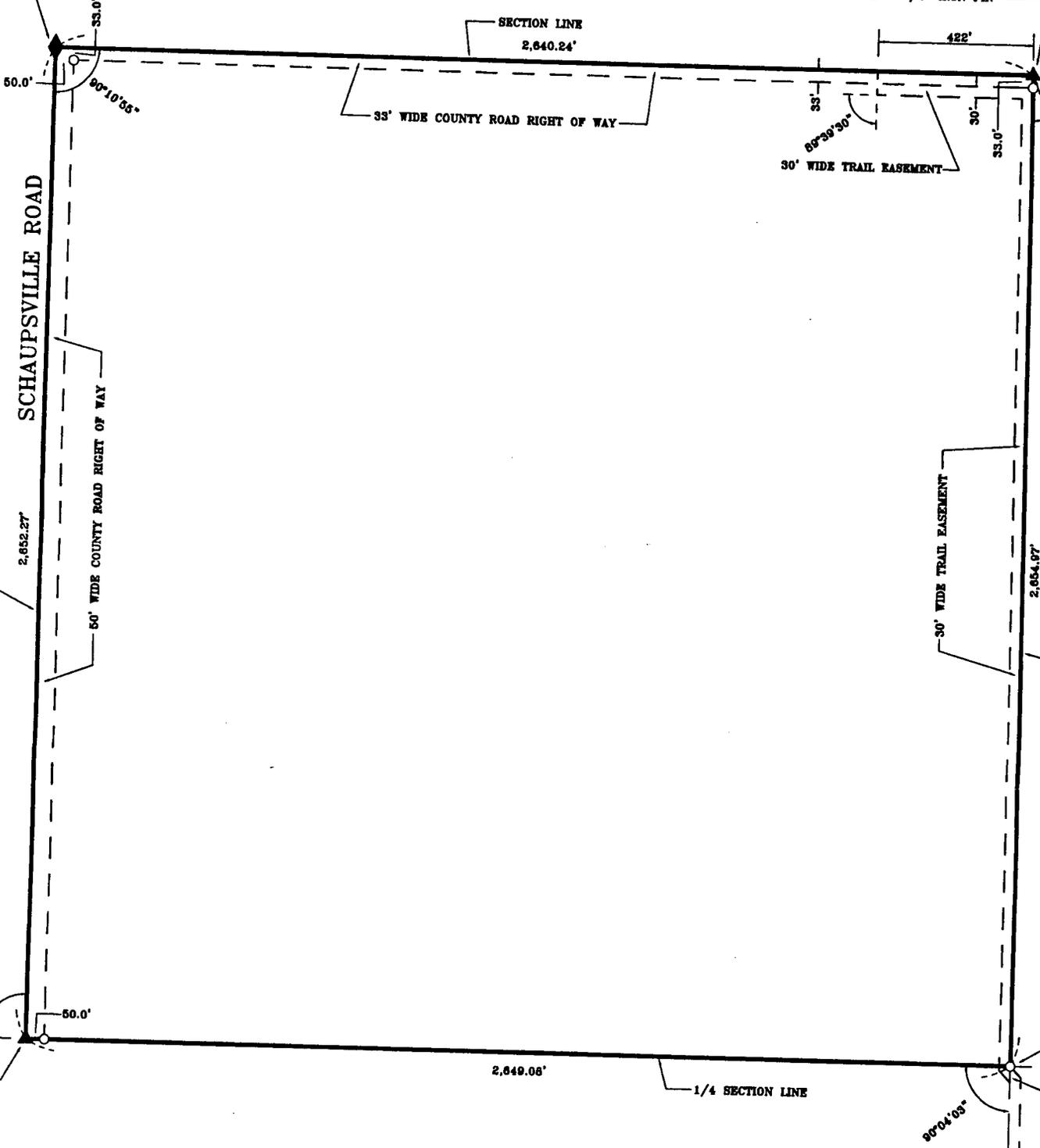
90°04'11"

200005065

20

N.W. CORNER NW1/4  
SECTION 23-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP

N.E. CORNER NW1/4  
SECTION 23-T11N-R11W  
FOUND 1-1/4" IRON PIN



S.W. CORNER NW1/4  
SECTION 23-T11N-R11W  
FOUND U.S.B.L.M. BRASS CAP



05065

○ - INDICATES 1/2" IRON PIPE PLACED

200005065

NOTE: ALL PROPERTY DIMENSIONS AND ANGLES SHOWN ARE ACTUAL DISTANCES AND ANGLES



**LEGAL DESCRIPTION**

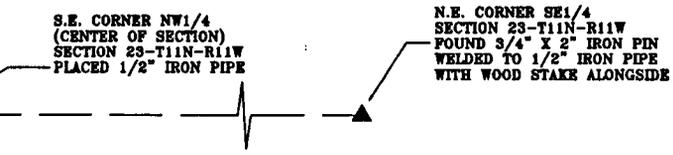
A tract of land comprising all of the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Eleven (11) West of the 8th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty and Twenty Four Hundredths (2,640.24) feet to the northeast corner of said Northwest Quarter (NW1/4); thence deflecting right 89°59'28" and running southerly, along and upon the east line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Fifty Four and Ninety Seven Hundredths (2,654.97) feet to the southeast corner of said Northwest Quarter (NW1/4); thence deflecting right 90°04'03" and running westerly, along and upon the south line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Nine and Eight Hundredths (2,649.08) feet to the southwest corner of said Northwest Quarter (NW1/4); thence deflecting right 90°07'24" and running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Fifty Two and Twenty Seven Hundredths (2,652.27) feet to the point of beginning and containing 161.109 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.

*Daniel J. Hostler*  
Daniel J. Hostler, Registered Land Surveyor



S.W. CORNER SE1/4 SECTION 23-T11N-R11W FOUND 1/2" IRON PIPE

EXHIBIT "A"

TRACT NO. 41

ALL OF THE NW1/4 SECTION 23-T11N-R11W HALL COUNTY, NEBRASKA		08-25-99
LAND SURVEY		L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 336 - PHONE 385-8445 - AREA CODE 306 GRAND ISLAND, NEBRASKA 68802-0339		08-09-99 LABELED TRAILS