

Entered As Instrument No  
0200307151  
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200307151

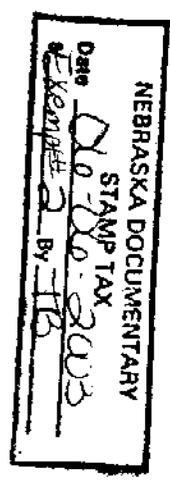
STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2003 JUN 6 PM 1 17

*Kathy [unclear]*  
REG OF DEEDS

CASH \_\_\_\_\_  
CHECK 91.50

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



*Heminger Loan  
(will pick up)*

Cornhusker Army Ammunition Plant  
Hall County, Nebraska

All or Parts of Acquisition Tracts Nos. 14, 26, 27, 28, 57, 58, 59, 60A, 60B, 61 and 109  
Tracts 26A, 27A, 37B and 38B

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 30th day of May, 2003, 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 **Southern Public Power District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 4550 West Husker Highway, P.O. Box 1687, Grand Island, Nebraska 68803-1687**, 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 property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. 9620(h)(4)(A) as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of and appropriate concurrence in such identification has been obtained pursuant to 42 U.S.C. 9620(h)(4)(B); and

**WHEREAS**, the Grantee's use of the property will be in a manner consistent with the Cornhusker Army Ammunition Plant Reuse Committee Comprehensive Reuse Plan; and

**WHEREAS**, all the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of the Army, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Army, acting pursuant to the above mentioned laws, regulations and orders.

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

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00); the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for himself and his successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, his successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

Four tracts of land comprising parts of the Sections Eight (8), Seventeen (17), and Twenty (20), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all being in Hall County, Nebraska, containing 743.426 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on Exhibits "A-1, A-2, A-3 and A-4", which are attached hereto and made a part hereof.

**RESERVING**, however, to the Grantor, perpetual and assignable easements and rights-of-way, thirty (30) feet in width, in, on, over, and across the property for the installation, operation, use, repair, replacement, and maintenance of a railroad, railroad tracks, ballast, and associated railroad facilities, as shown on Exhibits "A-1" (Tract 26A) and "A-3" (Tract 37B).

**RESERVING**, however, to the Grantor, ownership and exclusive use of the existing monitoring wells/piezometers located on the property together with access across the property for the purpose of monitoring and/or removing the wells/piezometers. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same. One monitoring well/piezometer is located in the northwest corner of Tract 27A and the other monitoring well/piezometer is located in the southeast corner of Tract 38B.

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

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

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

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

## **III. CERCLA COVENANT AND RESERVED ACCESS**

a. Pursuant to Section 120 (h) (4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. (CERCLA), the Grantor has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of. The Grantor covenants and warrants to the Grantee that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products or their derivatives existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

b. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation, operation, and removal of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Grantor will provide the record title owner reasonable advance notice of such activities, responses, or remedial actions. This subparagraph shall not affect the Grantor's future responsibilities, if any, to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

**IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCEPTIONS, RESERVATIONS AND COVENANTS AFFECTING THE PROPERTY**

This conveyance is expressly made subject to the following environmental notices, exceptions, reservations, and covenants affecting the property hereby conveyed to the extent and only to the extent the same are valid and affect the property, and shall be considered as covenants running with the land and binding on all parties having any right, title or interest in the property, or any part thereof, their heirs, successors and assigns.

**a. Federal Facility Agreement**

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, are available for the Grantee's review at the Office of the Commander's Representative. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the property transfer, the United States assumes no liability to the person or entity to whom the property is transferred should implementation of the FFA interfere with their use of the property. The Grantee or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

**b. Environmental Baseline Survey (EBS) and Finding of Suitability to Transfer (FOST)**

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998, as amended by Amendment No. 1, signed April 2002, and the FOST for the property dated November 2002, 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

# 200307151

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. Polychlorinated Biphenyls (PCBs) Containing Equipment Notification**

The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the property being conveyed. Southern Public Power District (SPPD) owns said equipment.

## **V. GENERAL EXCEPTIONS TO CONVEYANCE**

This conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and affect the Property:

a. All existing permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, recreational trails, railroads, pipelines, ditches and canals on, over and across said land, whether or not of record, including but not limited to the following:

1. Easement DACA45-2-99-6157 granted to Hall County for road rights-of-way.
2. Easement DACA45-2-00-6023 granted to Hall County for road rights-of-way.
3. Easement DACA45-2-97-6024 granted to Southern Nebraska Rural Public Power District for overhead electric power lines.
4. Easement DACA45-2-01-6078 granted to City of Grand Island for recreation trail rights-of-way. Grantee is not permitted to disturb the area lying within the recreation trail easement.

b. Any zoning laws, ordinances, or regulations governing the subject property or regulations of other regulatory authorities having jurisdiction.

c. Matters which would be disclosed by a careful physical inspection of the property or the property records and by a properly conducted survey of the property.

d. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements that may affect the property.

e. All existing interest(s) reserved to or outstanding in third parties in and to coal, oil, gas, and/or minerals.

f. All other existing interests reserved by any original Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described.

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

**VI. MISCELLANEOUS GRANTEE COVENANTS**

Grantee covenants for himself, and his successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described in Section IV of this Quitclaim Deed. In addition, Grantor and its assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. It is understood and agreed by Grantee, for himself and his successors and assigns, that the Property is conveyed "*as is*" and "*where is*" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantor shall not be liable for any latent or patent defects in the Property. Grantee, for himself and his successors and assigns, acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor in any agreement or promise to alter, improve, adapt or repair the Property.

b. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions set out in Section IV herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

**VII. AGREEMENTS, NOTICES AND CONDITIONS**

**a. Non-Discrimination**

With respect to activities related to the property, the Grantee hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to the property of the Grantee, its successors or assigns.

# 200307151

## b. Anti-Deficiency Act

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this deed shall be interpreted to require obligations or payment by the Grantor in violation of the Anti-Deficiency Act.

## c. Wetlands Notice

A portion the property contains wetlands.

**THIS QUITCLAIM DEED** is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 1991) in which property is transferred by the United States.

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

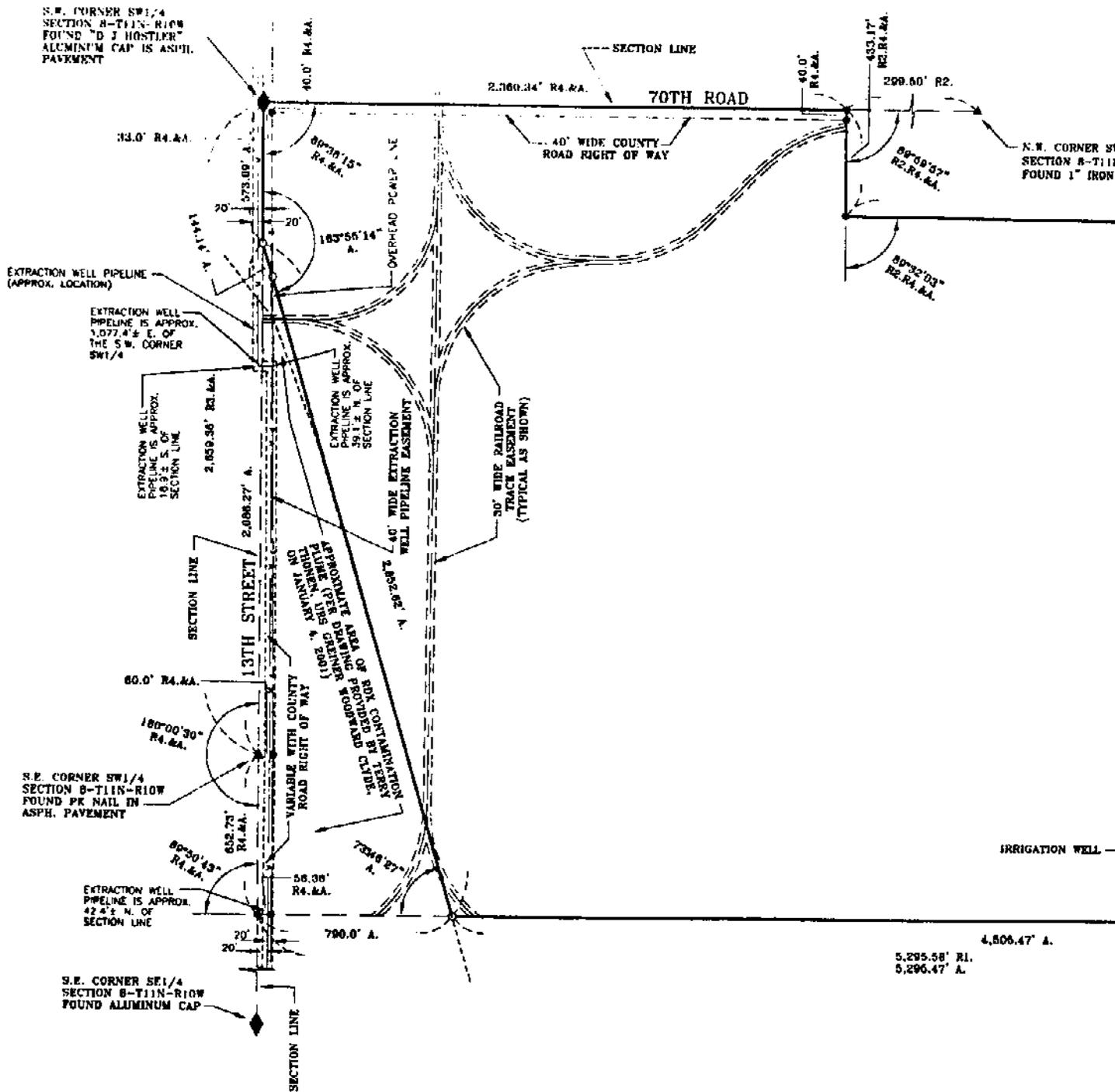




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- R1 - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD K. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 1)
- R2 - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD K. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 4)
- R3 - RECORDED DISTANCE ON SECTION CORNER TIP SHEET BY DANIEL J. HOSTLER, (COUNTY SURVEYOR), L. S. NO. 283, DATED MARCH 24, 1999
- A - ACTUAL DISTANCE AND/OR ANGLE

● = INDICATES 1/2" IRON PIPE FOUND  
○ = INDICATES 1/2" IRON PIPE PLACED



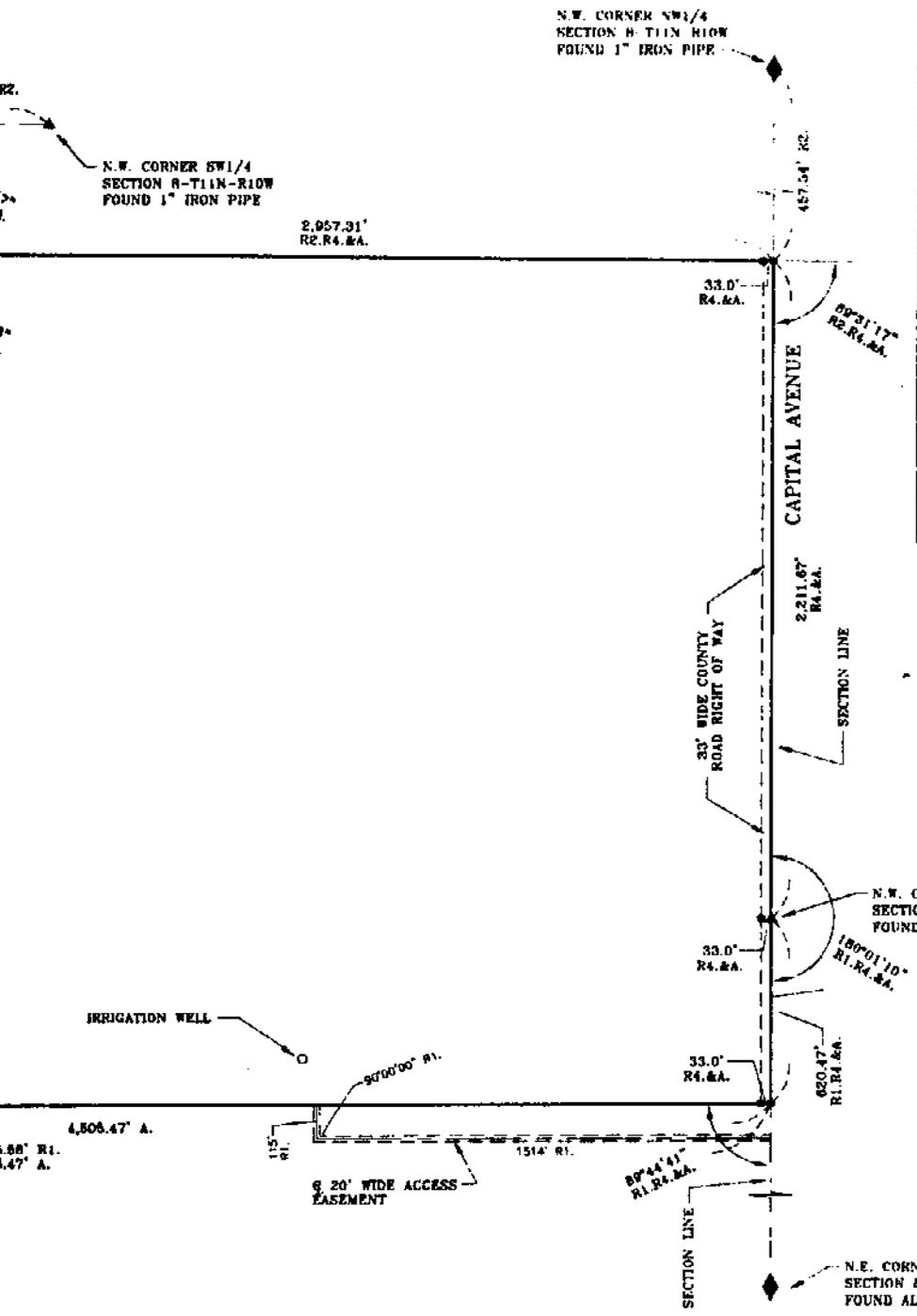
**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southwest Quarter (SW1/4), part of the Northwest Quarter (NW1/4), part of the Northeast Quarter (NE1/4), and a part of the Southeast Quarter (SE1/4), all being in Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the 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 Three Hundred Sixty and Thirty Four Hundredths (2,360.34) feet; thence deflecting right 89°59'57" and running easterly, a distance of Four Hundred Thirty Three and Seventeen Hundredths (433.17) feet; thence deflecting left 89°32'03" and running northerly, a distance of Two Thousand Nine Hundred Fifty Seven and Seventy One Hundredths (2,957.84) feet to a point on the north line of said Northwest Quarter (NW1/4); thence deflecting right 89°31'17" and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Two Hundred Eleven and Sixty Seven Hundredths (2,211.07) feet to the northwest corner of said Northwest Quarter (NE1/4); thence deflecting right 00°01'10" and running easterly, along and upon the north line of said Northwest Quarter (NE1/4), a distance of Six Hundred Twenty and Forty Seven Hundredths (620.47) feet; thence deflecting right 89°44'41" and running southerly, a distance of Four Thousand Five Hundred Five and Forty Seven Hundredths (4,506.47) feet to a point, said point being Seven Hundred Ninety (790.0) feet north of (as measured along and upon the southerly prolongation of the aforementioned course) the south line of said Southwest Quarter (SW1/4); thence deflecting right 73°46'27" and running southwesterly, a distance of Two Thousand Eight Hundred Fifty Two and Sixty Two Hundredths (2,852.62) feet to a point on the south line of said Southwest Quarter (SW1/4); said point being Two Thousand Eighty Six and Twenty Seven Hundredths (2,086.27) feet west of the southeast corner of said Southwest Quarter (SW1/4); thence deflecting right 10°04'48" and running westerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Five Hundred Seventy Three and Nine Hundredths (573.09) feet to the point of beginning and containing 347.070 acres, more or less.

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SCALE 1"=300'



- CORNER TIES**
- N.E. CORNER NE1/4 - FOUND ALUMINUM CAP  
46.10' N.E. TO NAIL IN TELEPHONE POLE  
47.00' N.E. TO NAIL IN POWER POLE  
48.48' N.W. TO NAIL IN POWER POLE
  - N.W. CORNER NE1/4 - FOUND 1/2" IRON PIPE  
71.74' N.W. TO NAIL IN 10" TREE  
89.22' N.E. TO NAIL IN 10" TREE  
81.10' N.N.E. TO NAIL IN 8" TREE
  - N.W. CORNER NW1/4 - FOUND 1" IRON PIPE  
73.18' S.W. TO NAIL IN POWER POLE  
88.75' S.E. TO NAIL IN 6" TREE  
73.89' N.E. TO NAIL IN 14" TREE
  - N.W. CORNER SW1/4 - FOUND 1" IRON PIPE  
12.88' N.W. TO NAIL IN POWER POLE  
14.50' W. TO 1/2" IRON PIPE  
14.50' E. TO 1/2" IRON PIPE
  - S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
74.45' N.W. TO NAIL IN POWER POLE  
35.90' S.E. TO 1/2" IRON PIPE  
74.21' N.E. TO 1/2" IRON PIPE
  - S.E. CORNER SW1/4 - FOUND PE NAIL IN ASPH. PAVEMENT  
85.40' S.W. TO NAIL IN 20" TREE  
38.40' S.E. TO NAIL IN 12" TREE  
68.40' N.E. TO NAIL IN POWER POLE
  - S.E. CORNER SE1/4 - FOUND ALUMINUM CAP  
81.08' N.W. TO NAIL IN FENCE BRACE POST  
81.28' S.E. TO NAIL IN POWER POLE  
48.49' N.E. TO TOP CENTER OF FIRE HYDRANT

**SURVEYOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

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

TRACT NO. 26A

PT. OF THE SW1/4, PT. OF THE NW1/4,  
PT. OF THE NE1/4, & PT. OF THE SE1/4  
SECTION 8-T11N-R10W  
DALL COUNTY, NEBRASKA

**LAND SURVEY**

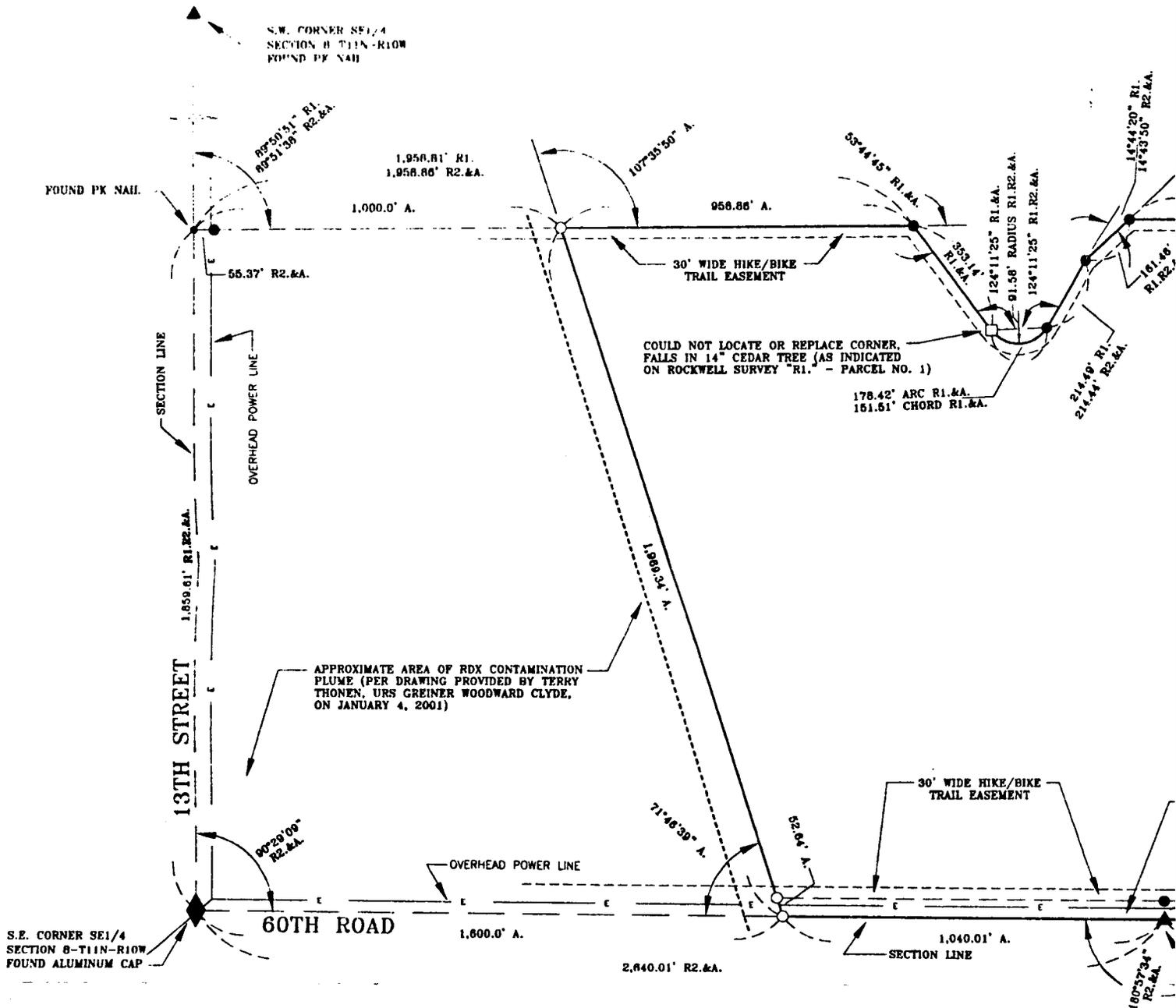
BENJAMIN & ASSOCIATES, INC.  
ENGINEERS & SURVEYORS  
P. O. BOX 330    PHONE 382-8400    AREA CODE 409  
GRAND ISLAND, NEBRASKA 68802-0330

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

RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL,  
 L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 1)  
 RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER,  
 L. S. NO. 667, DATED AUGUST 28, 2002 (TRACT NO. 27)  
 A - ACTUAL DISTANCE AND/OR ANGLE

200307151

● = INDICATES 1/2" IRON PIPE FOUND  
 ○ = INDICATES 1/2" IRON PIPE PLACED



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Northeast Quarter (NE1/4), all being in Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Southeast Quarter (SE1/4); thence running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of One Thousand Forty and One Hundredth (1,040.01) feet to a point, said point being One Thousand Six Hundred (1,600.0) feet north of the southeast corner of said Southeast Quarter (SE1/4); thence deflecting right 71°46'39" and running southwesterly, a distance of One Thousand Nine Hundred Sixty Nine and Thirty Four Hundredths (1,969.34) feet; thence deflecting right 107°35'50" and running northerly, a distance of Nine Hundred Fifty Three and Fourteen Hundredths (958.86) feet; thence deflecting right 53°44'45" and running northeasterly, a distance of Three Hundred Fifty Three and Fourteen Hundredths (353.14) feet to a point of curvature; thence running northerly, along and upon the arc of a curve to the left whose radius is 91.58 feet, a distance of One Hundred Seventy Eight and Forty Two Hundredths (178.42) feet (long chord distance = 151.51, long chord deflecting left 55°48'35" from the previously described course) to a point of tangency; thence deflecting left 55°48'35" from the chord of the previously described curve and running northwesterly, a distance of Two Hundred Fourteen and Forty Four Hundredths (214.44) feet; thence deflecting right 14°43'50" and running northwesterly, a distance of One Hundred Sixty One and Forty Six Hundredths (161.46) feet; thence deflecting right 13°30'28" and running northerly, a distance of One Thousand Three Hundred Sixty Four and Forty Nine Hundredths (1,364.49) feet; thence deflecting right 80°15'22" and running easterly, a distance of One Thousand Eight Hundred Eighty Five and Thirty One Hundredths (1,885.31) feet to a point on the east line of said Northeast Quarter (NE1/4); thence deflecting right 80°02'42" and running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of One Thousand Two Hundred Fifty Nine and Sixty Six Hundredths (1,259.66) feet to the point of beginning and containing 110.517 acres, more or less.

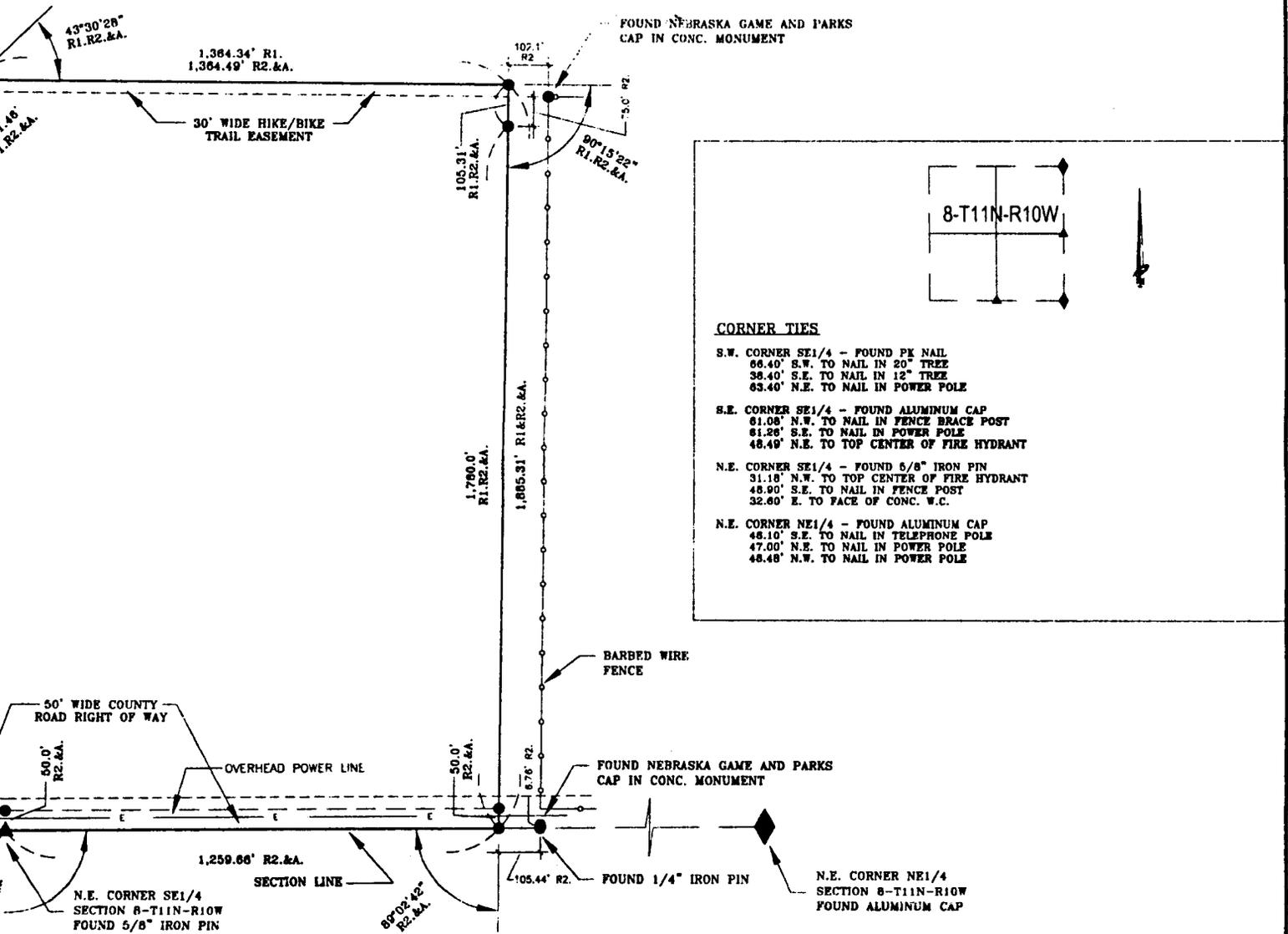
**SURVEYOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

*Lee D. Wagner*  
 Lee D. Wagner, Registered Land Surveyor No. 657

SCALE 1"=200'

200307151



8-T11N-R10W

**CORNER TIES**

**S.W. CORNER SE1/4 - FOUND PK NAIL**  
 66.40' S.W. TO NAIL IN 20" TREE  
 38.40' S.E. TO NAIL IN 12" TREE  
 63.40' N.E. TO NAIL IN POWER POLE

**S.E. CORNER SE1/4 - FOUND ALUMINUM CAP**  
 61.05' N.W. TO NAIL IN FENCE BRACE POST  
 61.28' S.E. TO NAIL IN POWER POLE  
 48.49' N.E. TO TOP CENTER OF FIRE HYDRANT

**N.E. CORNER SE1/4 - FOUND 5/8" IRON PIN**  
 31.18' N.W. TO TOP CENTER OF FIRE HYDRANT  
 48.90' S.E. TO NAIL IN FENCE POST  
 32.60' E. TO FACE OF CONC. W.C.

**N.E. CORNER NE1/4 - FOUND ALUMINUM CAP**  
 48.10' S.E. TO NAIL IN TELEPHONE POLE  
 47.00' N.E. TO NAIL IN POWER POLE  
 48.48' N.W. TO NAIL IN POWER POLE

PART OF THE SE1/4 AND  
 PART OF THE NE1/4  
 SECTION 8-T11N-R10W  
 HALL COUNTY, NEBRASKA

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**LAND SURVEY**

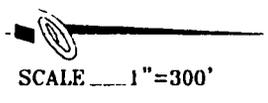
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BENJAMIN & ASSOCIATES, INC.  
 ENGINEERS & SURVEYORS  
 P. O. BOX 339 PHONE 382-8485 - AREA CODE 308  
 GRAND ISLAND, NEBRASKA 68802-0339

TRACT NO. 27A

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

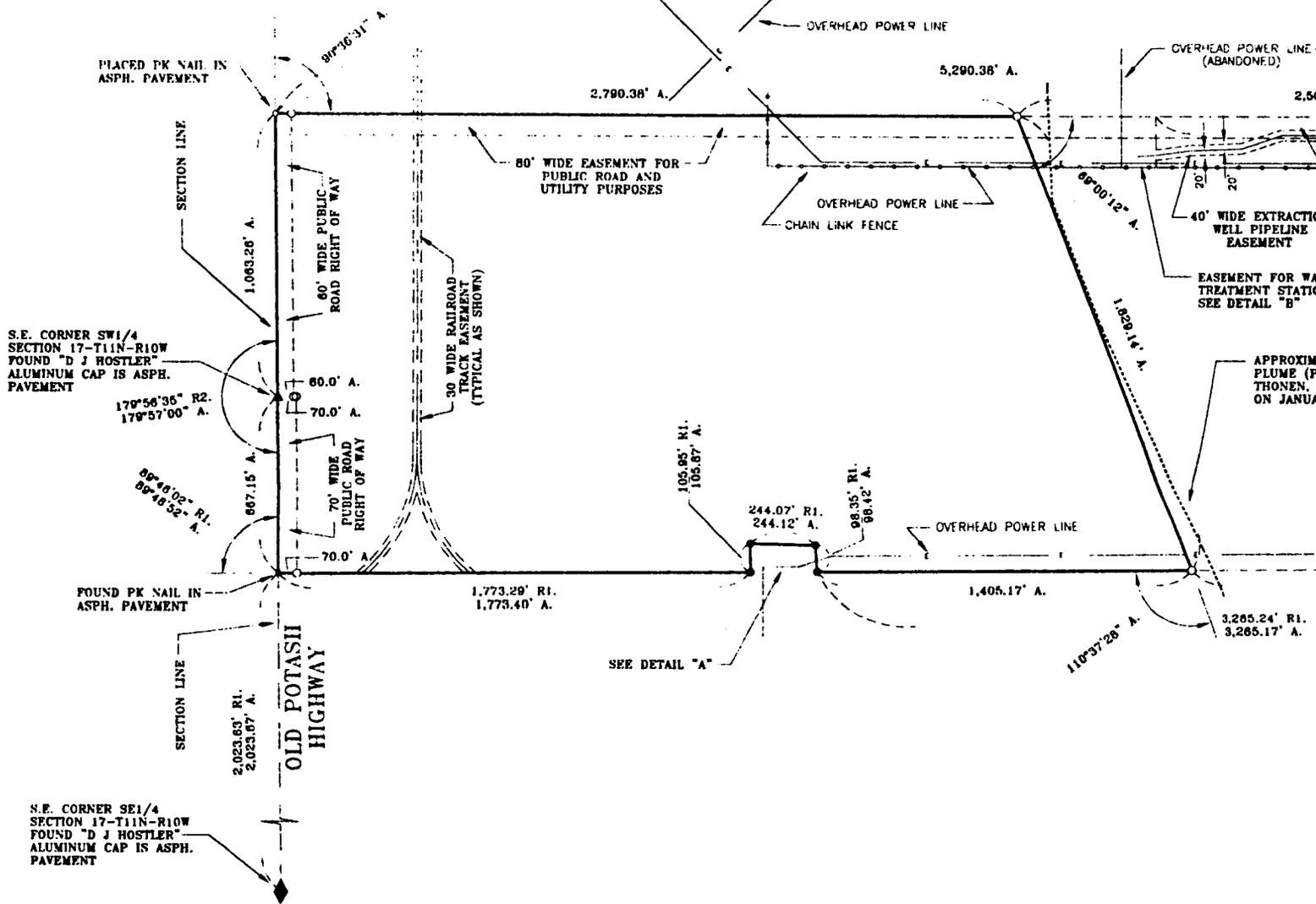
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S.W. CORNER SW1/4  
SECTION 17-T11N-R10W  
FOUND "D J HOSTLER"  
ALUMINUM CAP IS ASPH.  
PAVEMENT

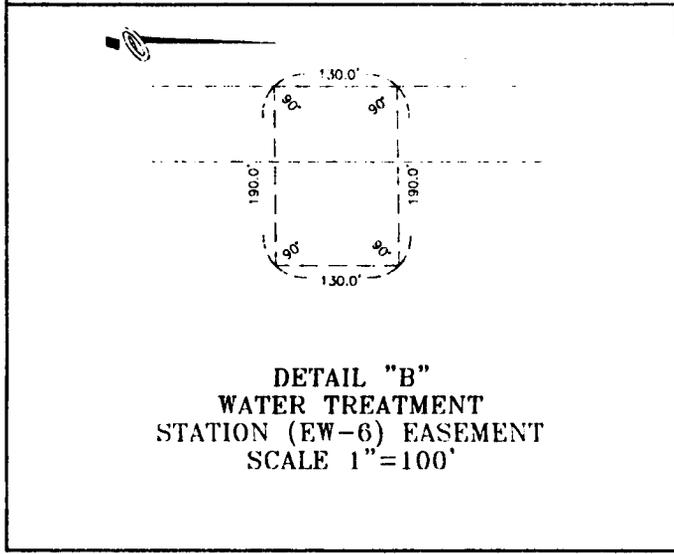
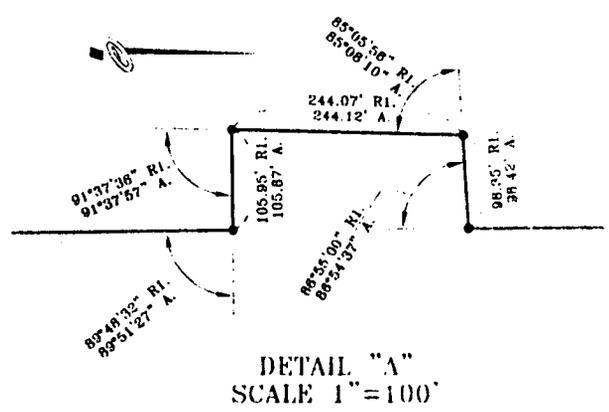
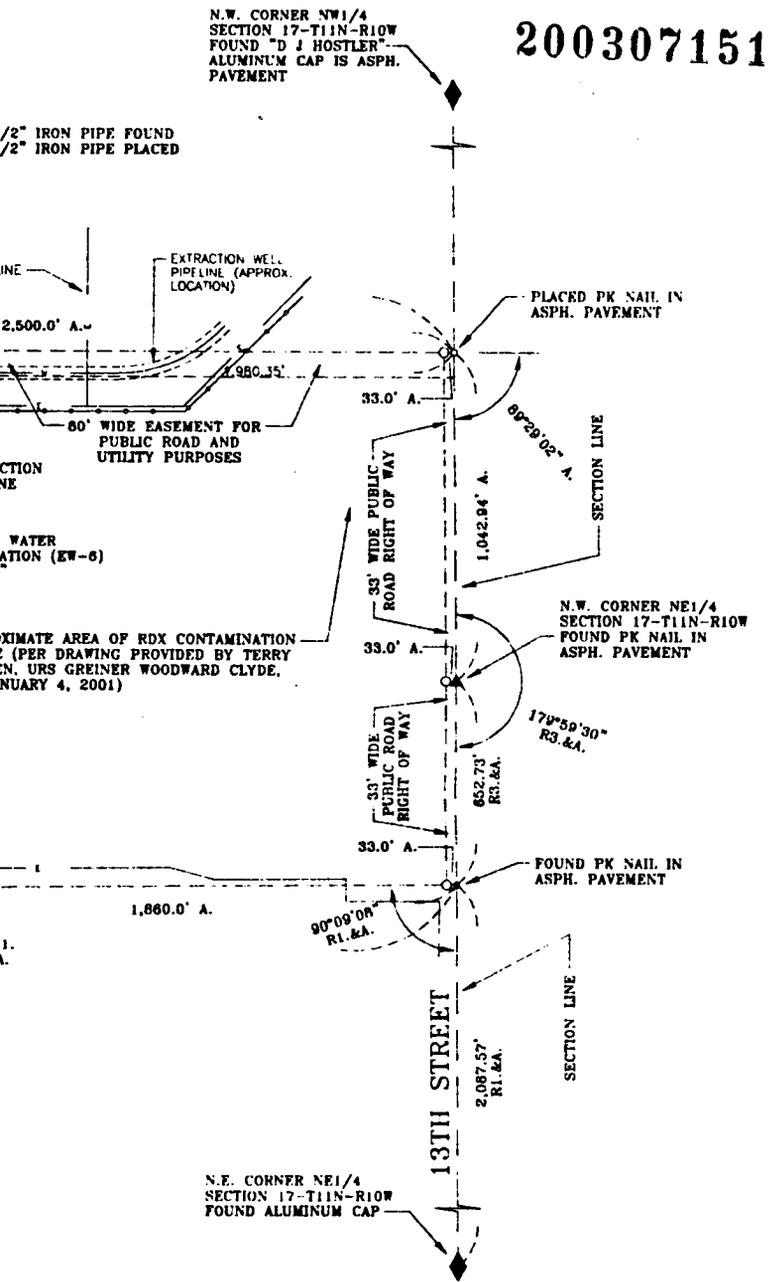
- R1. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JUNE 29, 2000 (PARCEL NO. 7)
- R2. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 657, DATED JULY 27, 2001 (TRACT NO. 50A)
- R3. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 28, 2001 (TRACT NO. 28)
- A. - ACTUAL DISTANCE AND/OR ANGLE

● = INDICATES 1/2"  
○ = INDICATES 1/2"



**CORNER TIES**

- N.W. CORNER NW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
74.45' N.W. TO NAIL IN POWER POLE  
35.90' S.S.E. TO 1/2" IRON PIPE  
74.21' N.E. TO 1/2" IRON PIPE
- N.W. CORNER NE1/4 - FOUND PK NAIL  
68.40' S.W. TO NAIL IN 20" TREE  
36.40' S.E. TO NAIL IN 12" TREE  
63.40' N.E. TO NAIL IN POWER POLE
- N.E. CORNER NE1/4 - FOUND ALUMINUM CAP  
61.08' N.W. TO NAIL IN FENCE BRACE POST  
61.26' S.E. TO NAIL IN POWER POLE  
48.49' N.P. TO TOP CENTER OF FIRE HYDRANT
- S.E. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
70.98' N.W. TO NAIL IN FENCE CORNER POST  
72.20' S.W. TO NAIL IN FENCE CORNER POST  
64.50' S.E. TO "X" NAILS IN FENCE CORNER POST
- S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
67.00' S.W. TO NAIL IN 18" TREE  
78.90' S.S.W. TO NAIL IN POWER POLE  
57.20' N.E. TO NAIL IN 8" TREE
- S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
79.29' N.W. TO NAIL IN POWER POLE  
48.05' S.W. TO "X" NAILS IN POWER GUY POLE  
65.20' N.E. TO NAIL IN POWER POLE



**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 Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of said Southwest Quarter (SW1/4), thence running westerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of One Thousand Sixty Three and Twenty Six Hundredths (1,063.26) feet; thence deflecting right 90°36'31" and running northerly, a distance of Two Thousand Seven Hundred Ninety and Thirty Eight Hundredths (2,790.38) feet; thence deflecting right 69°00'12" and running northeasterly, a distance of One Thousand Four Hundred Eighty Nine and Fourteen Hundredths (1,829.14) feet; thence deflecting right 110°37'28" and running southerly, a distance of One Thousand Four Hundred Five and Seventeen Hundredths (1,405.17) feet; thence deflecting right 86°54'37" and running westerly, a distance of Ninety Eight and Forty Two Hundredths (98.42) feet; thence deflecting left 85°09'10" and running southerly, a distance of Two Hundred Forty Four and Twelve Hundredths (244.12) feet; thence deflecting left 91°37'57" and running easterly, a distance of One Hundred Five and Eighty Seven Hundredths (105.87) feet; thence deflecting right 89°51'27" and running southerly, a distance of One Thousand Seven Hundred Seventy Three and Four Tenths (1,773.40) feet to a point on the south line of said Southeast Quarter (SE1/4), said point being Two Thousand Twenty Three and Sixty Seven Hundredths (2,023.67) feet west of the southeast corner of said Southeast Quarter (SE1/4); thence deflecting right 89°48'52" and running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Six Hundred Sixty Seven and Fifteen Hundredths (667.15) feet to the point of beginning and containing 122.210 acres, more or less.

**SURVEYOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

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

PT. OF THE SW1/4, PT. OF THE NW1/4, PT. OF THE NE1/4, & PT. OF THE SE1/4 SECTION 17-T11N-R10W HALL COUNTY, NEBRASKA	443 37B 01-21-2003 1 W
<b>LAND SURVEY</b>	
<b>BENJAMIN &amp; ASSOCIATES, INC.</b> ENGINEERS & SURVEYORS P. O. BOX 539 PHONE 302-8485 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

TRACT NO. 37B

EXHIBIT "A-3" ATTACHED TO AND MADE  
 A PART OF QUITCLAIM DEED

200307151

OLD POTASH HWY.

- R1. - RECORDED DISTANCE ON QUITCLAIM DEED (PARCEL NO. 3 - NEBRASKA GAMES AND PARKS COMMISSION) IN DEED BOOK 166, PAGE 443, HALL COUNTY REGISTER OF DEEDS OFFICE
- R2. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 7)
- R3. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 2)
- R4. - RECORDED DISTANCE AND/OR ANGLE ON PLAT OF CORNHUSKER SUBDIVISION
- R5. - RECORDED DISTANCE ON DRAWINGS OF GAS LINE EASEMENT PROVIDED BY JO SHORT, CORNHUSKER AAP OFFICE
- R6. - RECORDED DISTANCE AND/OR ANGLES ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 28, 2001
- A. - ACTUAL DISTANCE AND/OR ANGLE

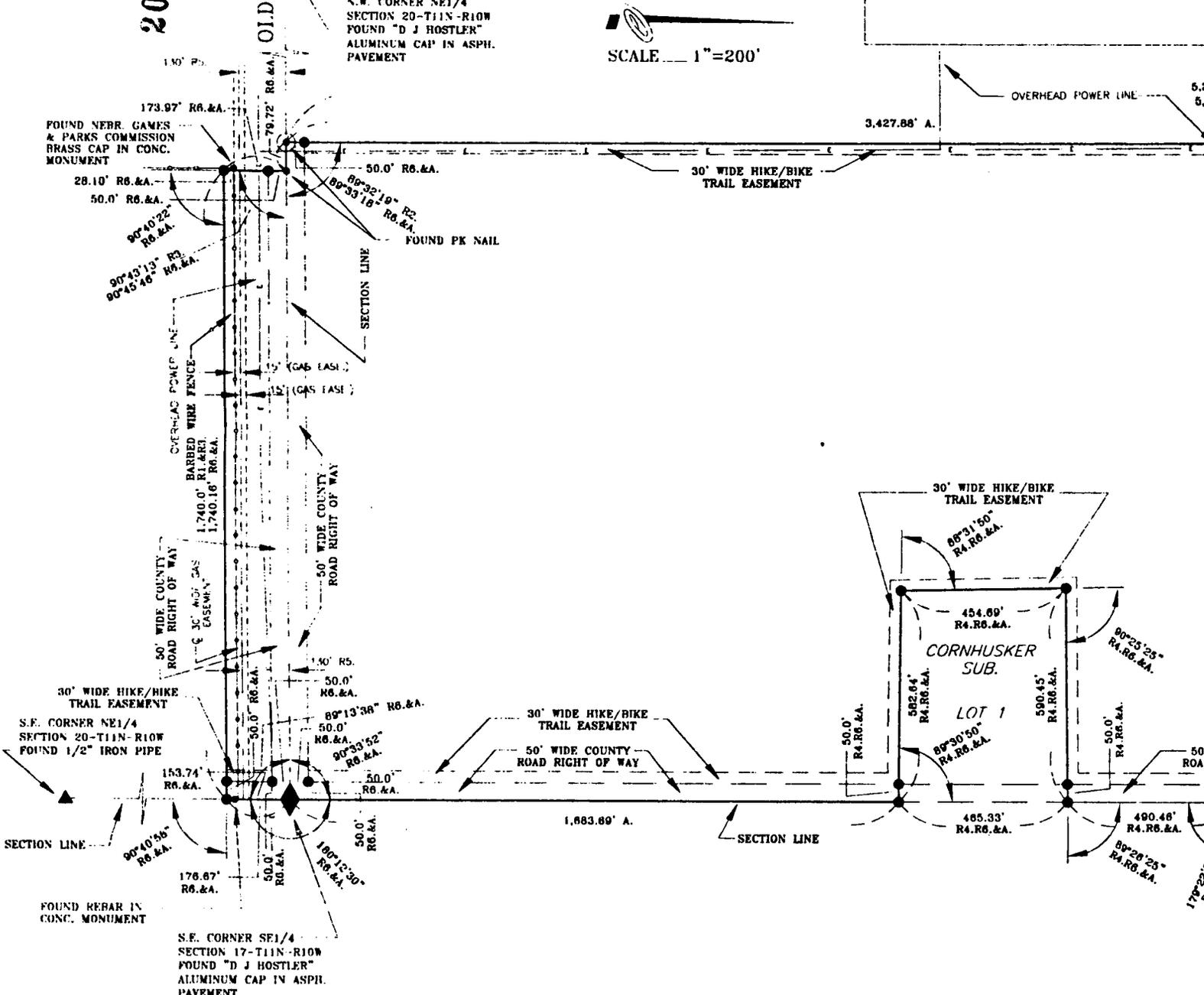
● = INDICATES 1/2" IRON PIPE FOUND  
 ○ = INDICATES 1/2" IRON PIPE PLACED

N.W. CORNER NE1/4 SECTION 20-T11N-R10W FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT

SCALE 1"=200'

CORNER TIES

- N.W. CORNER NE1/4 OF SECTION 20-T11N-R10W - FOUND IN ASPH. PAVEMENT  
67.00' S.W. TO NAIL IN 16" TREE  
78.90' S.S.W. TO NAIL IN POWER POLE  
67.20' N.E. TO NAIL IN 6" TREE
- S.E. CORNER NE1/4 OF SECTION 20-T11N-R10W - FOUND  
43.84' S.E. TO NAIL IN GATE POST  
32.30' E. TO NAIL IN POWER POLE  
40.59' N.E. TO NAIL IN GATE POST
- S.E. CORNER SE1/4 OF SECTION 17-T11N-R10W - FOUND IN ASPH. PAVEMENT  
70.98' N.W. TO NAIL IN FENCE CORNER POST  
72.20' S.W. TO NAIL IN FENCE CORNER POST  
64.50' S.E. TO "X" NAILS IN FENCE CORNER POST



LEGAL DESCRIPTION

A tract of land comprising a part of the Southeast Quarter (SE1/4), and a part of the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., and a part of the Northeast Quarter (NE1/4) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., all being in Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of the Southeast Quarter (SE1/4) of said Section Seventeen (17); thence running northerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Seventeen (17), a distance of One Thousand Six Hundred Eighty Three and Sixty Nine Hundredths (1,683.89) feet to the southeast corner of Cornhusker Subdivision; thence deflecting left 89°30'50" and running westerly, along and upon the south line of said Cornhusker Subdivision, a distance of Five Hundred Eighty Two and Sixty Four Hundredths (582.64) feet to the southwest corner of said Cornhusker Subdivision; thence deflecting right 88°31'50" and running northerly, along and upon the west line of said Cornhusker Subdivision, a distance of Four Hundred Fifty Four and Sixty Nine Hundredths (454.89) feet to the northwest corner of said Cornhusker Subdivision; thence deflecting right 90°25'25" and running easterly, along and upon the north line of said Cornhusker Subdivision, a distance of Five Hundred Ninety and Forty Five Hundredths (590.45) feet to the northeast corner of said Cornhusker Subdivision; thence deflecting left 88°26'25" and running northerly, said point also being on the east line of the Southeast Quarter (SE1/4) of said Section Seventeen (17); thence deflecting left 88°26'25" and running northerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Seventeen (17), a distance of Four Hundred Ninety and Forty Six Hundredths (490.46) feet to the southeast corner of the Northeast Quarter (NE1/4) of said Section Seventeen (17); thence deflecting right 00°37'39" and running northerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Seventeen (17), a distance of One Thousand Six Hundred Ninety Seven and Sixty Four Hundredths (1,697.64) feet to a point which is Nine Hundred Fifty (950.0) feet south of the northeast corner of the Northeast Quarter (NE1/4) of said Section Seventeen (17); thence deflecting left 117°18'11" and running southwesterly, a distance of Two Thousand Sixty Five and Five Hundredths (2,065.05) feet; thence deflecting left 63°26'38" and running southerly, a distance of Three Thousand Four Hundred Twenty Seven and Eighty Eight Hundredths (3,427.88) feet to a point on the south line of the Southeast Quarter (SE1/4) of said Section Seventeen (17); thence deflecting left 90°28'42" and running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Seventeen (17), a distance of Seventy Nine and Seventy Two Hundredths (79.72) feet; thence deflecting right 90°45'46" and running southerly, a distance of One Hundred Seventy Three and Ninety Seven Hundredths (173.97) feet; thence deflecting left 90°40'22" and running easterly, a distance of One Thousand Seven Hundred Forty and Sixteen Hundredths (1,740.16) feet to a point on the east line of the Northeast Quarter (NE1/4) of said Section Twenty (20); thence deflecting left 89°19'02" and running northerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Twenty (20), a distance of One Hundred Seventy Six and Sixty Seven Hundredths (176.67) feet; to the point of beginning and containing 163.529 acres, more or less.

FOUND "D J HOSTLER" ALUMINUM CAP

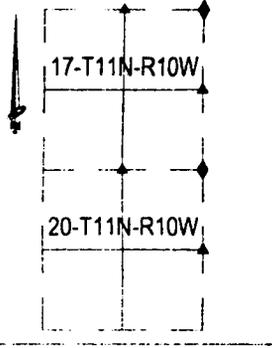
S.E. CORNER NE1/4 OF SECTION 17-T11N-R10W - FOUND 1 3/4" CRIMPED IRON PIPE  
51.80' N.W. TO NAIL IN FENCE BRACE POST  
51.80' S.W. TO NAIL IN FENCE BRACE POST  
32.80' E. TO REBAR IN CONC. W.C.

FOUND 1/2" IRON PIPE

N.E. CORNER NE1/4 OF SECTION 17-T11N-R10W - FOUND ALUMINUM CAP  
61.06' N.W. TO NAIL IN FENCE BRACE POST  
61.26' S.E. TO NAIL IN POWER POLE  
48.49' N.E. TO TOP CENTER OF FIRE HYDRANT

FOUND "D J HOSTLER" ALUMINUM CAP

N.W. CORNER NE1/4 OF SECTION 17-T11N-R10W - FOUND PK NAIL  
68.40' S.W. TO NAIL IN 20" TREE  
38.40' S.E. TO NAIL IN 12" TREE  
63.40' N.E. TO NAIL IN POWER POLE



N.W. CORNER NE1/4 SECTION 17-T11N-R10W FOUND PK NAIL

5,288.06' R2.  
5,287.88' A.

63°28'36" A.

1,860.0' A.

33.0' R6.&A.

200307151

APPROXIMATE AREA OF RDX CONTAMINATION PLUME (PER DRAWING PROVIDED BY TERRY THONEN, URS GREINER WOODWARD CLYDE, ON JANUARY 4, 2001)

2,065.05' A.

1,859.61' R2.R6.&A.

13TH STREET

50' WIDE COUNTY ROAD RIGHT OF WAY

30' WIDE HIKE/BIKE TRAIL EASEMENT

60TH ROAD

1,697.64' A.

950.0' A.

2,647.64' R6.&A.

58.27' A.

117°18'11" A.

62°41'49" A.

176°22'21" R6.&A.

S.E. CORNER NE1/4 SECTION 17-T11N-R10W FOUND 1 3/4" CRIMPED PIPE

N.E. CORNER NE1/4 SECTION 17-T11N-R10W FOUND ALUMINUM CAP

**SURVEYOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

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

PART SE1/4 AND NE1/4 OF SECTION 17-T11N-R10W, AND PART NE1/4 OF SECTION 20-T11N-R10W HALL COUNTY, NEBRASKA		CAMP 388 REVISED 16 12-28-02
LAND SURVEY		12-31-2002
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 338 - PHONE 302-6466 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68801-0338		L. W.
		07-23-2003 FIELD TRAIL PASAPART NO. 1 07-23-2003 D.H. POWER

TRACT NO. 38B

EXHIBIT "A-4" ATTACHED TO AND MADE  
A PART OF QUITCLAIM DEED

CERTIFICATE OF AUTHORITY

200307151

I hereby certify that I am the Secretary, 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 Gary Hedman,  
 (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 17th day of March, 2003.

Mike Lowry  
 Secretary or Attesting Officer  
 Mike Lowry, Secretary

SOUTHERN PUBLIC POWER DISTRICT,  
 a public corporation and political  
subdivision of the State of Nebraska  
 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.*