

Entered As Instrument No.

0200101865

75.50

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

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*Kathy Baasd*  
REG OF DEEDS

CASH 75.50

CHECK \_\_\_\_\_

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REFUNDS:

CASH \_\_\_\_\_

CHECK \_\_\_\_\_

RESERVED FOR REGISTER OF DEEDS RECORDING SPACE

(Sec. 23-1503.01)

HALL COUNTY, NE

NEBRASKA DOCUMENTARY  
STAMP TAX

Date 3-9-2001

Exempt # 2 By KB

Return to:  
RaNae Edwards  
City Clerk  
100 East First Street  
Grand Island, NE 68801

200101865

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Acquisition Tracts Nos. 104, 105 and portions of 106 and 108  
Land Management Tracts 59 and 63

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 25th day of January, 2001, by and between the UNITED STATES OF AMERICA, hereinafter referred to as **Grantor**, acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the SECRETARY OF THE ARMY, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) ("said Act"), and City of Grand Island, Nebraska, a political subdivision of the State of Nebraska, with its principal office located in the City of Grand Island at the City Hall, 100 East First Street, Box 1968, Grand Island, Nebraska 68802-1968, 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 its designee, City of Grand Island, Nebraska; 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 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.

CR 10 11 11

## I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of **Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)**, the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all 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 Southwest Quarter (SW ¼), part of the Southeast Quarter (SE ¼), part of the Northeast Quarter (NE ¼), and all of the Northwest Quarter (NW ¼), all being in Section Twenty Nine (29), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., Hall County, Nebraska, and more particularly described as follows:*

*Beginning at the southwest corner of said Southwest Quarter (SW ¼), thence running easterly, along and upon the south line of said Southwest Quarter (SW ¼), a distance of two Thousand Six Hundred Forty Six and Fourteen Hundredths (2,646.14) feet to the southwest corner of said Southeast Quarter (SE ¼); thence deflecting right 00°06'15" and running easterly, along and upon the south line of said Southeast Quarter (SE ¼), a distance of Eight Hundred Twenty One and Sixty Five Hundredths (821.65) feet to a point which is Fifteen (15.00) feet west of (measured perpendicular to) the centerline of an existing railroad track; thence deflecting left 90°06'48" and running northerly, parallel with and Fifteen (15.0) feet west of (measured perpendicular to) said existing railroad track centerline, a distance of Five Thousand Two Hundred Ninety Six and Twenty Eight Hundredths (5,296.28) feet to a point on the north line of said Northeast Quarter (NE ¼); thence deflecting left 90°03'45" and running westerly, along and upon the north line of said Northeast Quarter (NE ¼), a distance of Eight Hundred Eleven and Four Tenths (811.40) feet to the northeast corner of said Northwest Quarter (NW ¼); thence deflecting left 00°05'00" and running westerly, along and upon the north line of said Northwest Quarter (NW ¼), a distance of Two Thousand Six Hundred Forty two and Sixty One Hundredths (2,642.61) feet to the northwest corner of said Northwest Quarter (NW ¼); thence deflecting left 89°50'04" and running southerly, along and upon the west line of said Northwest Quarter (NW ¼), a distance of Two Thousand Six Hundred Forty Eight (2,648.0) feet to the northwest corner of said Southwest Quarter (SW ¼); thence deflecting right 00°16'05" and running southerly, along and upon the west line of said Southwest Quarter (SW ¼), a distance of Two Thousand Six Hundred Thirty Nine and Nine Hundredths (2,639.09) feet to the point of beginning and containing 420.050 acres, more or less.*

*The property described above is shown on Exhibit "A", 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

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

Department of the Army Agriculture Lease DACA45-1-99-6069 (Land Management Parcel #59) granted to David Budd for the period March 1, 1999 through February 28, 2001.

Department of the Army Agriculture Lease DACA45-1-00-6030 (Land Management Parcel #63) granted to Matt Turek for the period March 1, 2000 through February 28, 2001.

Department of the Army Industrial Storage Lease DACA45-1-96-6098 (Building A-12) granted to Jerry Harders for the period May 1, 1996 through April 30, 2001.

Department of the Army Industrial Storage Lease DACA45-1-96- 6097 (Building A-11) granted to Dominion Construction for the period May 1, 1996 through April 30, 2001.

Department of the Army Industrial Storage Lease DACA45-1-96-6074 (Building 204-B) granted to Hartman Brothers for the period May 1, 1996 through April 30, 2001.

Department of the Army Industrial Storage Lease DACA45-1-97-6110 (Building A-30) granted to State of Nebraska, State Highway Patrol, for the period May 1, 1997 through April 30, 2001.

## 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. 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 Surveys, Disposal of Family Housing Residences, dated September 1, 1988; OES NO. 97-0160ES (Tract 59), and OES NO. 98-0125ES.01 (Tract 63), dated January 1999, 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 hereunder is a potentially responsible party, 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 reserves a right of access to any and all portions of the herein described tracts of land for purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, 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 conveyance of the herein described tracts of land, or such 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 officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner and any authorized occupant of the property) to enter upon the herein described tracts of land and conduct investigations and surveys, to include drilling, testpitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

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

This conveyance is expressly made subject to the following environmental notices, exceptions, restrictions, 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 hereof, their heirs, successors and assigns.

a. **National Priority List Property - Federal Facility Agreement:** The United States acknowledges that the 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, Department of Environmental Quality, and the Department of the Army effective September 4, 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 Grantee should implementation of the FFA interfere with its 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. **No Liability for Non-Army Contamination:** The Army 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-Army entities, is identified as the party responsible for contamination of the property.

c. **Restriction to Industrial/Agricultural Use:** The Army 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 industrial and agricultural uses. In order to protect

human health and the environment and further the common environmental objectives and land use plans of the United States, State of Nebraska and Hall County Reuse Committee the following covenants and restrictions are included to assure that the use of the property is consistent with environmental condition of the property. These following covenants and restrictions benefit the lands retained by the Grantor and the public welfare generally and are consistent with state and federal environmental statutes.

**1. Restrictions and Conditions:** The Grantee covenants for itself, its successors, and assigns **not** to use the property for residential purposes, the property having been remediated only for industrial/agricultural uses. The Grantee for itself, its successors or assigns covenants that it will not undertake nor allow any activity or use of the property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable. Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable laws and regulations and without any cost to the grantor, such additional remediation necessary to allow for residential use of the property. Upon completion of such remediation required to allow residential use of the property and upon the Grantee's obtaining the approval of the Nebraska Department of Environmental Quality, and, if required, any other regulatory agency, the Grantor agrees, without cost to the Grantor, to release or, if appropriate, modify this restriction by recordation of an amendment hereto.

**2. Enforcement:** The restrictions and conditions stated in paragraph 1 above benefit the public in general and the territory surrounding the property, including lands retained by the Grantor and, therefore, is enforceable by the Grantor. The Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in paragraph 1 in all subsequent leases, transfer or conveyance documents relating to the property subject hereto.

**d. Notice of the Presence of Asbestos Covenant:**

1. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") have been found on the Property, as described in the Environmental Baseline Surveys (EBS). The ACM on the property does not currently pose a threat to human health or the environment. All friable asbestos that poses a risk to human health has been removed.

2. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property.

3. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyards, building and construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

4. The Grantee acknowledges that it has inspected the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos hazards or concerns.

5. No warranties, either express or implied, are given in regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States.

**e. Notice of the Presence of Lead-Based Paint and Covenant:**

1. The property does not contain buildings or structures suitable for residential dwellings.

Grantee, and its successors and assigns, is hereby informed and does acknowledge that all buildings on the property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. During investigations related to the Environmental Baseline Surveys, lead based paint was found to be present on the interior and exterior of the residential and other structures. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may cause permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory.

2. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces are contained in the Environmental Baseline Surveys, which have been provided to the Grantee. Additionally, the Finding of Suitability to Transfer (FOST) has been provided to the Grantee. Grantee has been provided with a copy each of the federally approved pamphlet on lead poisoning prevention and the Environmental Baseline Surveys. The Grantee hereby acknowledges receipt of all of the information described in this paragraph. Furthermore, the Grantee understands the environmental hazards created by lead and agrees not to use any of the conveyed structures for residential purposes.

3. A risk assessment or inspection by the Grantee, its successors and assigns, for possible lead-based paint hazards is recommended prior to the transfer of the Property. The Grantee, its successors and assigns, acknowledge that they have received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the transfer.

4. The Grantee, its successors and assigns, shall comply with all applicable Federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. The Grantee shall not permit use of any buildings or structures on the Property for residential habitation without: (i) inspecting for the presence of lead-based paint and/or lead-based paint hazards; (ii) abating and eliminating lead-based hazards as required by and in accordance with all applicable laws and regulations; and (iii) complying with the notice and disclosure requirements under applicable Federal and state law. The Grantee agrees to be responsible for any future remediation of lead-based paint found to be necessary on the Property.

5. The Grantor assumes no liability for remediation or damages for personal injury, illness,

disability, or death, to the Grantee, its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to possession and/or use of any portion of the Property containing lead-based paint. The Grantee, its successors and assigns, further agrees to indemnify and hold harmless the Grantor, its officers, agents, and employees, from and against all suits, claims, demands or actions liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of any portion of the Property containing lead-based paint. The obligation of the Grantee, its successors and assigns, shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

**f. Groundwater Monitoring Wells for Underground Storage Tanks:** The Army and its representatives hereby reserve perpetual access to the Property for the purpose of installing and/or removing groundwater monitoring wells, and to perform continued monitoring of groundwater conditions, allowing chemical and/or physical testing of wells to evaluate water quality and/or aquifer characteristics. The property owner shall allow ingress and egress of all equipment necessary to accomplish the same.

**g. Polychlorinated Biphenyl (PCB) Containing Equipment Notification:** The grantee is hereby informed that Southern Public Power (SPPD) purchased the entire electrical distribution system, PCB transformers and standby generators at the Cornhusker Army Ammunition Plant as of 1 February 1997. PCB transformers were included with the electrical transmission line that is now owned by SPPD. An easement granting SPPD use and access in, over and across the land on which the electrical facilities is located was issued in conjunction with its purchase of the facilities. All PCB containing equipment has been properly labeled in accordance with applicable law and regulations. There has been no PCB contamination or spill found or noted in any surveys conducted on the property, The PCB equipment does not currently pose a threat to human health or the environment.

**h. Notice of Unexploded Ordnance (UXO) Clearance:** Based on a review of existing records and available information, the buildings and surrounding land subject to this transfer are not known to have contained unexploded ordnance (UXO). The United States acquired the property in 1942.

**i. Notification of Petroleum Activity:** Grantor has made a complete search of its records concerning the property, which is the subject of this deed. Those records indicate that petroleum activity occurred on the property during the time the property was owned by the United States. That petroleum activity is described in Exhibit "C", attached hereto and made a part hereof. Petroleum and its constituents are not hazardous substances under CERCLA, and consequently there is no covenant and warranty contained in this deed concerning Exhibit "C".

## 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, railroads, pipelines, ditches and canals on, over and across said land, whether or not of record.

**b.** Any zoning laws, ordinances, or regulations governing the subject property or regulations of other regulatory authority 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 subject property.

e. All existing interest(s) reserved to or outstanding in third parties in and to 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 affect any portion of the property interest(s) hereinabove described.

g. Easements for county roads over the north 45 feet, south 50 feet and the west 40 to 45 feet of the parcel, Section 29, Township 11 North, Range 10 West of the Sixth Principal Meridian, Hall County, Nebraska.

h. Agricultural Lease Nos. DACA45-1-99-6069 (Tract 59), and DACA45-1-00-6030 (Tract 63), until March 28, 2001, and Industrial Storage Leases Nos. DACA45-1-96-6098 (Building A-12), DACA45-1-96-6097 (Building A-11), DACA45-1-96-6074 (Building 204-B) and DACA45-1-97-6110 (Building A-30), and all other existing outgrants (including Easement No DACA45-2-97-6024 granted to Southern Nebraska Public Power District, for an overhead electric distribution line right-of-way 30 feet in width, beginning at the southwest corner of Section 29, then running south to north, over and across the western edge of the Land Management Tracts 59 and 63 for a distance of 5280 feet with secondary distribution lines connecting the housing and other facilities to the main line), and Installation Commander's agreements, whether or not of record or otherwise approved in writing by Grantee. Leases Nos. DACA45-1-99-6069 and DACA45-1-00-6030 will be terminated by the Grantor effective February 28, 2001.

## 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.

a. Except as otherwise stated herein, it is understood and agreed by Grantee, for itself and its 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 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 in any agreement or promise to alter, improve, adapt or repair the Property.





**EXHIBIT B  
TRACTS 59 & 63, CAAP, NE  
CERCLA HAZARDOUS SUBSTANCES**

**200101865**

**ADMINISTRATION BUILDINGS (A-1, A-2, A-3, A-4, A-10, A-11, A-12, A-13, A-14, A-18, 204B)**

SUBSTANCE	QUANTITY	CASRN	SYNONYM	RCRA NO.	DATE	S/R/D	ACTION TAKEN
Lead	41.6 to 92.2 ug/g near bldgs A-1 & A-2	7439921	N/A	N/A	1942-1973	R	None +
	75 ug/g near bldg. A-11						
Zinc	119 ug/g	7440666	N/A	N/A	1942-1973	R	None +
DDT	0.023 - 0.063 ug/g	50293	**	UO61	1942-1973	R	None +
DDE	0.095 - 0.021 ug/g	72559	4,4'-DDE	N/A	1942-1973	R	None +
DDD	0.029 ug/g	72548	**	U060	1942-1973	R	None +

**TRACT A-25 (Trap Shooting Area)**

Lead	8.88 - 12.1 ug/g	7439921	N/A	N/A	late 1970's	R	None ++
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**Buildings (ER-1, ER-14, ER-15, RG-1, RG-3, RG-4, RG-5, A-1, A-2, A-3, A-4, A-11, A-12, A-13, A-14, A-18, 204-B, APHA-1, APHA-2, SPSA-1, SPSA-2)**

Friable Asbestos	*	1332214	N/A	N/A	*	*	Abated in 1996
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\*\*DDT – 1,1'-(2,2,2-TRICHLOROETHYLIDENE)BIS[4-CHLORO-BENZENE

\*\*DDD – 1,1'-(2,2-DICHLOROETHYLIDENE)BIS[4-CHLORO-BENZENE

+ Lead -No further remedial action is required as concentrations do not exceed the EPA screening value for lead (400 ug/g); Zinc – concentration was lower that its Residential Risk Based Concentrations (RBC); and DDT, DDE, & DDD – Samples showed the presence of low concentrations of pesticides.

++ Concentrations found at this site do not require a removal or remedial action.

“SUBSTANCE” shall mean any member of that group of substances defined as hazardous under CERCLA Section 101(14) and appearing at 40 CFR 302.4; “QUANTITY” shall mean the quantity in kilograms and pounds of hazardous substance; “CASRN” shall mean the Chemical Abstracts Services Registry Number (CASRN), where applicable; “SYNONYM” shall mean the regulatory synonym for the hazardous substance, as listed in 40 CFR 302.4, where applicable; “RCRA NO.” shall mean the RCRA hazardous waste number specified in 40 CFR 261.30, where applicable; “DATE” shall mean the date(s) that such storage, release, or disposal took place; “\*” shall mean that the information is either not available, is incomplete, or requires further explanation, and the transferee should review the narrative discussion in the Environmental Baseline Surveys (EBS)cited above, for further details.

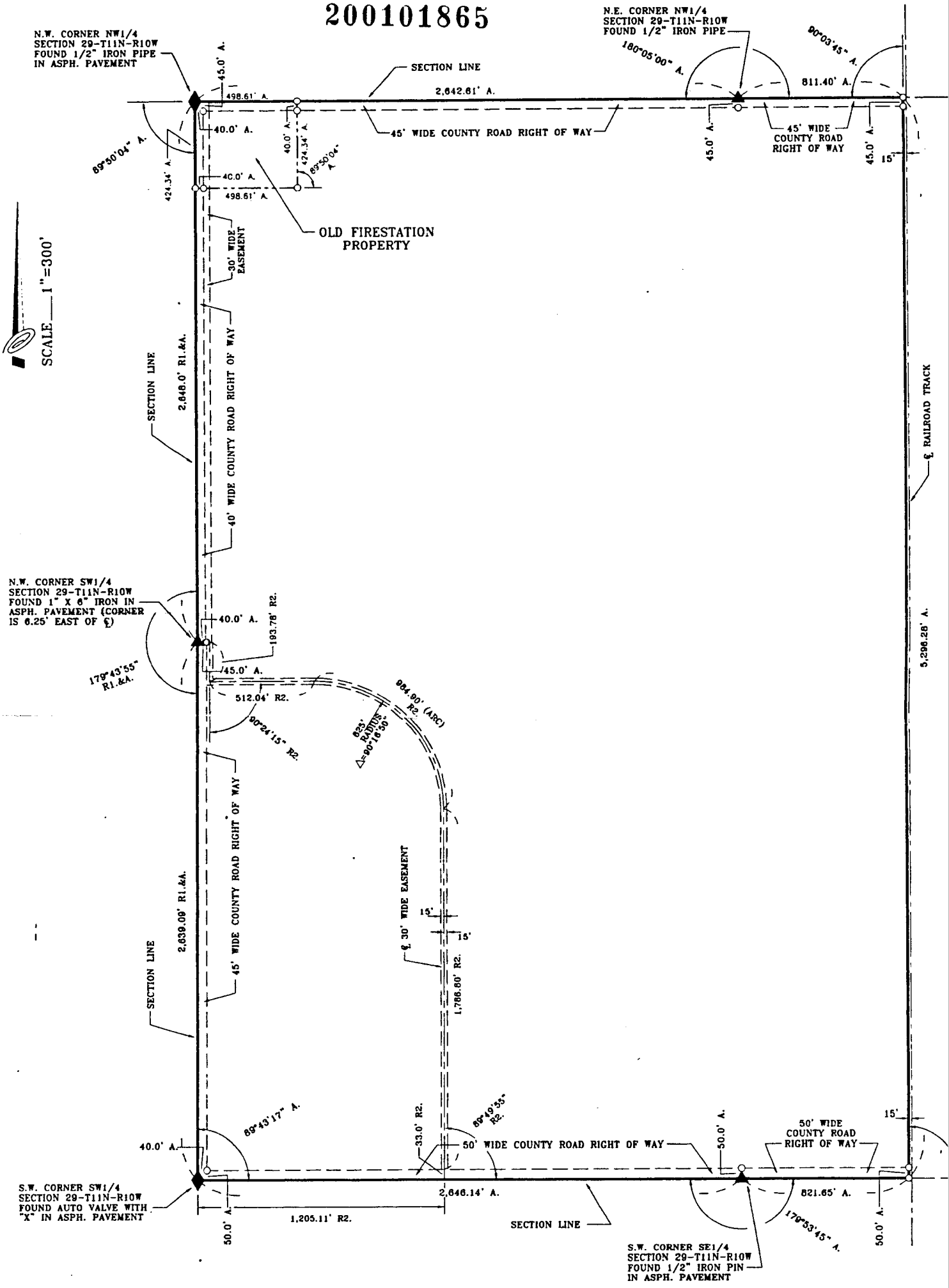
## EXHIBIT "C" - PETROLEUM ACTIVITY

Facility Identification and Description of Relevant Activities	Identity of Petroleum Products	Date of Activities	Former, Ongoing or Planned Remedial Actions
Family Housing Residences ER-1, ER-2, ER-5, ER-6, ER-8, ER-9, ER-10, ER-13, ER-14 and ER-15 were used to house military and civilian personal. When the plant was closed in 1973 the houses were occupied by recruiters from the local area and plant contractors. These houses have remained unoccupied since 1989 with little maintenance. All of the houses were heated with diesel fuel. The USTs were located along the back part of the house.	TPH - (total petroleum hydrocarbon)  Toluene - concentrations found in groundwater wells at ER-1/T1, ER-5/T1, ER-13/T1 and ER-14/T1 ranged from .0842ug/L to 1.7ug/L	USTs were installed in 1942 when the houses were constructed. These tanks held 300 gallons of diesel fuel.  Monitoring wells were put in place in 1993.	Removal of these tanks was completed 10 August 1993 indicating minimal contamination. Therefore, no further action will be taken in accordance with "response complete" letters from NDEQ.  No further remedial action is required as concentrations did not exceed the Federal MCLs or the NE Groundwater Quality Standards of 1,000ug/L.
Administration Buildings A-1/T3, A-4/T1 & T2, A-12/T1 and T2, A-13/T1, and A-30/T1. These buildings were used by the Army and contractor during the time production was in progress.	TPH - (total petroleum hydrocarbon) Concentrations ranged from 13.4mg/kg to 61.7mg/kg with the highest concentration near Building A-4.	USTs were installed in 1942 when the Administration was built. The sizes of tanks vary from 135 gallon to 10,000 gallon.	Removal of these tanks was completed 10 August 1993 indicating minimal contamination, therefore, no further action will be taken in accordance with "response complete" letters from NDEQ.
Administration Buildings A-1, A-2, A-3, A-4, A-10, A-11, A-12, A-13, A-14, A-18 and 204B. These buildings were used by the Army and contractor during the time production was in progress.	Toluene - concentrations found in groundwater wells at A-4/T1 and T2 and A-13/T1 ranging from 0.777ug/L to 2.96ug/L.	Monitoring wells were put in place in 1993.	No further remedial action is required as concentrations did not exceed the Federal MCLs or the NE Groundwater Quality Standards 1,000ug/L.
Parcel known as U.S. Air Force Ground Tracking Station. This piece of ground was set aside for the Air Force to conduct ground tracking for a short period of time. This is only a fenced in area with no buildings.	TPH - (total petroleum hydrocarbon)	UST was installed in 1983. The tank held 6,000 gallons for fuel.	Removal of these tanks were completed 10 August 1993 indicating minimal contamination, therefore, no further action will be taken in accordance with "response complete" letters from NDEQ.
	Toluene - concentration found in groundwater well at this site was 0.812ug/L.	Monitoring wells were put in place in 1993.	No further remedial action is required as concentrations did not exceed the Federal MCLs or the NE Groundwater Quality Standards 1,000ug/L.

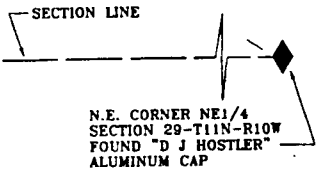
R1.-RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY DANIEL J. HOSTLER, HALL  
 COUNTY SURVEYOR, L. S. NO. 263, DATED JULY 3, 1999  
 R2.-RECORDED DISTANCE AND/OR ANGLE ON 30' WIDE EASEMENT (HIKE & BIKE TRAIL)  
 A.-ACTUAL DISTANCE AND/OR ANGLE

○ = INDICATES 1/2" IRON PIPE PLACED

200101865



200101865



**LEGAL DESCRIPTION**

A tract of land comprising all of the Southwest Quarter (SW1/4), part of the Southeast Quarter (SE1/4), part of the Northeast Quarter (NE1/4), and all of the Northwest Quarter (NW1/4), all being in Section Twenty Nine (29), 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 easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Forty Six and Fourteen Hundredths (2,646.14) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting right 00°06'15" and running easterly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Eight Hundred Twenty One and Sixty Five Hundredths (821.65) feet to a point which is Fifteen (15.0) feet west of (measured perpendicular to) the centerline of an existing railroad track; thence deflecting left 90°08'48" and running northerly, parallel with and Fifteen (15.0) feet west of (measured perpendicular to) said existing railroad track centerline, a distance of Five Thousand Two Hundred Ninety Six and Twenty Eight Hundredths (5,296.28) feet to a point on the north line of said Northeast Quarter (NE1/4); thence deflecting left 90°03'45" and running westerly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Eight Hundred Eleven and Four Tenths (811.40) feet to the northeast corner of said Northwest Quarter (NW1/4); thence deflecting left 00°05'00" and running westerly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Two and Sixty One Hundredths (2,642.61) feet to the northwest corner of said Northwest Quarter (NW1/4); thence deflecting left 89°50'04" and running southerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Eight (2,648.0) feet to the northwest corner of said Southwest Quarter (SW1/4); thence deflecting right 00°16'05" and running southerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Thirty Nine and Nine Hundredths (2,639.09) feet to the point of beginning and containing 420.050 acres, more or less.

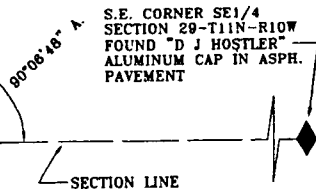
**SURVEYOR'S CERTIFICATE**

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

**EXHIBIT "A" ATTACHED TO AND MADE**

**A PART OF QUITCLAIM DEED**



ALL OF THE SW1/4, PART OF THE SE1/4, PART OF THE NE1/4 AND ALL OF THE NW1/4, SECTION 29-T11N-R10W HALL COUNTY, NEBRASKA	CAAP69-1 07-20-200 L.W.
<b>LAND SURVEY</b>	
<b>BENJAMIN &amp; ASSOCIATES, INC.</b> ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8485 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

**TRACTS NO. 59 & 63**