

Entered As Instrument No. 17200

0200204921

STATE OF NEBRASKA)
COUNTY OF HALL)

02 MAY 7 AM 11 56

Kathy Beach
REG. OF DEEDS

CASH 173.00

CHECK _____

REFUNDS:

CASH _____

CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 5-7-2002
Instrument # 2 By KB

Cornhusker Army Ammunition Plant
Hall County, Nebraska
Parts of Acquisition Tracts Nos. 77, 78, 79, 81, 82, 83, 84, 97, 98 and 100
Land Management Tract No. 48

G.I. ABSTRACT

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 22nd day of April, 2002, 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 **Big B, Inc., a Nebraska corporation, with its principal office located at 4444 West 13th Street, Grand Island, Nebraska 68803**, hereinafter referred to as Grantee.

WITNESSETH:

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

WHEREAS, said Board designated that the property to be conveyed herein be sold by public auction; and

WHEREAS, the Grantee was the successful bidder at said auction; 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

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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 total sum of Four Hundred Seventy Five Thousand Nine Hundred Thirty and 64/100 Dollars (\$475,930.64); 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 properties situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

Tract 48A: (Monetary Consideration = \$101,097.98)

A tract of land comprising a part of the Southeast Quarter (SE1/4), part of the Southwest Quarter (SW1/4), part of the Northwest Quarter (NW1/4), and a part of the Northeast Quarter (NE1/4), all being in Section Twenty Four (24), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, Hall County, Nebraska, containing 130.449 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A-1"**, which is attached hereto and made a part hereof.

Tract 48B: (Monetary Consideration = \$96,957.88)

A tract of land comprising a part of the Southwest Quarter (SW1/4), part of the Northwest Quarter (NW1/4), a part of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4), all being in Section Nineteen (19), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, Hall County, Nebraska, containing 110.809 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A-2"**, which is attached hereto and made a part hereof.

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Tract 48C: (Monetary Consideration = \$143,378.85)

A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, and a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, all located in Hall County, Nebraska, containing 168.681 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A-3"**, which is attached hereto and made a part hereof.

Tract 48D: (Monetary Consideration = \$134,495.93)

A tract of land comprising a part of the Southwest Quarter (SW1/4) and part of the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, and a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of Section Thirty (30), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all located in Hall County, Nebraska, containing 145.401 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A-4"**, 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 leases to the extent, and only to the extent that such rents and other beneficial interests cover the Property:

Ninety-five (95) Department of the Army Leases for magazine storage purposes that expire April 30, 2002, as identified on **Exhibit "B"**, which is attached hereto and made a part hereof.

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 "C"**, attached hereto and made a part hereof, have been stored for one year or more (S), released (R), or disposed of (D) on the property during the time the property was owned by the Grantor. The Grantee should review the Final Environmental Baseline Survey No. 38-EH-8519-99, as revised, dated 9-20 November 1998, for further details.

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

c. The Grantor 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, EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS 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, 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 or public library. The Grantee, its successors and assigns, agree 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, its successors and assigns, further agree that notwithstanding any other provisions of this deed, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the property. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

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

1. **The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998, as amended by Amendment No. 1, signed 30 March 2001, and the FOST for the property dated January 2001, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.**

2. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Subsection IV.b. shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

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c. Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes

1. The Grantee 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. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that 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 produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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 is contained in the Environmental Baseline Survey and (for residential properties) the lead-based paint risk assessment, which has been provided to the Grantee. All purchasers must receive the federally-approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this subparagraph.

3. The Grantee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

4. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, state, and local laws regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous

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risk assessments; (2) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines, with the addition of abatement of bare soil with lead levels higher than 2000 ppm; and (3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

5. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property.

6. The covenants, restrictions, and requirements of this subsection IV.c. shall be binding upon the Grantee, its successors and assigns, and shall be deemed to run with the land.

d. Notice of the Presence of Asbestos and Covenant

1. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") has been found in buildings and structures on the Property, as described in the EBS. The ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and all friable asbestos that posed 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, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the 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. The Grantor assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or ACM in buildings and structures, or whether the Property is or is not suitable for a particular purpose. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgements, penalties, costs and attorneys' fees arising out of or in any manner predicated upon, future asbestos abatement or remediation from within buildings and structures on the Property; disposal of ACM or asbestos after conveyance to the Grantee; personal injury, death or property damages resulting from, related to, caused by or arising out of exposure to asbestos within buildings or structures on the Property after the conveyance of such portion of the Property to the Grantee. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this subsection. The Grantee shall not be responsible for indemnifying or holding the Grantor harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of exposure to asbestos that occurred prior to the date of this Deed.

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

1. Industrial/Agricultural Use Restrictions

(a) The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for industrial and agricultural purposes and not for residential purposes, the Property having been remediated only for industrial and agricultural uses. Industrial and agricultural uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels, and retail activities. Residential use includes, but is not limited to, housing, day care facilities, and schools (excluding education and training programs for persons over 18 years of age), assisted living facilities, and outdoor recreational activities (excluding recreational activities by employees and their families incidental to authorized industrial and agricultural uses on the Property).

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

2. Enforcement

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

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

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

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

3. Submissions

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

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

f. Inclusion of Provisions

The Grantee, its successors and assigns, shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the environmental protection provisions contained herein (section IV), and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, lease, or grants of any interest, privilege, or license.

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

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

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

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

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

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

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

VI. MISCELLANEOUS GRANTEE COVENANTS

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

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.

VII. AGREEMENTS, NOTICES AND CONDITIONS

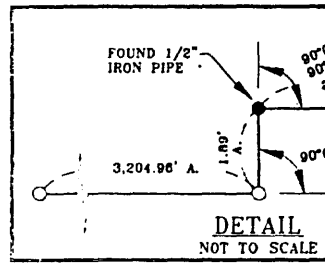
a. Non-Discrimination

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.

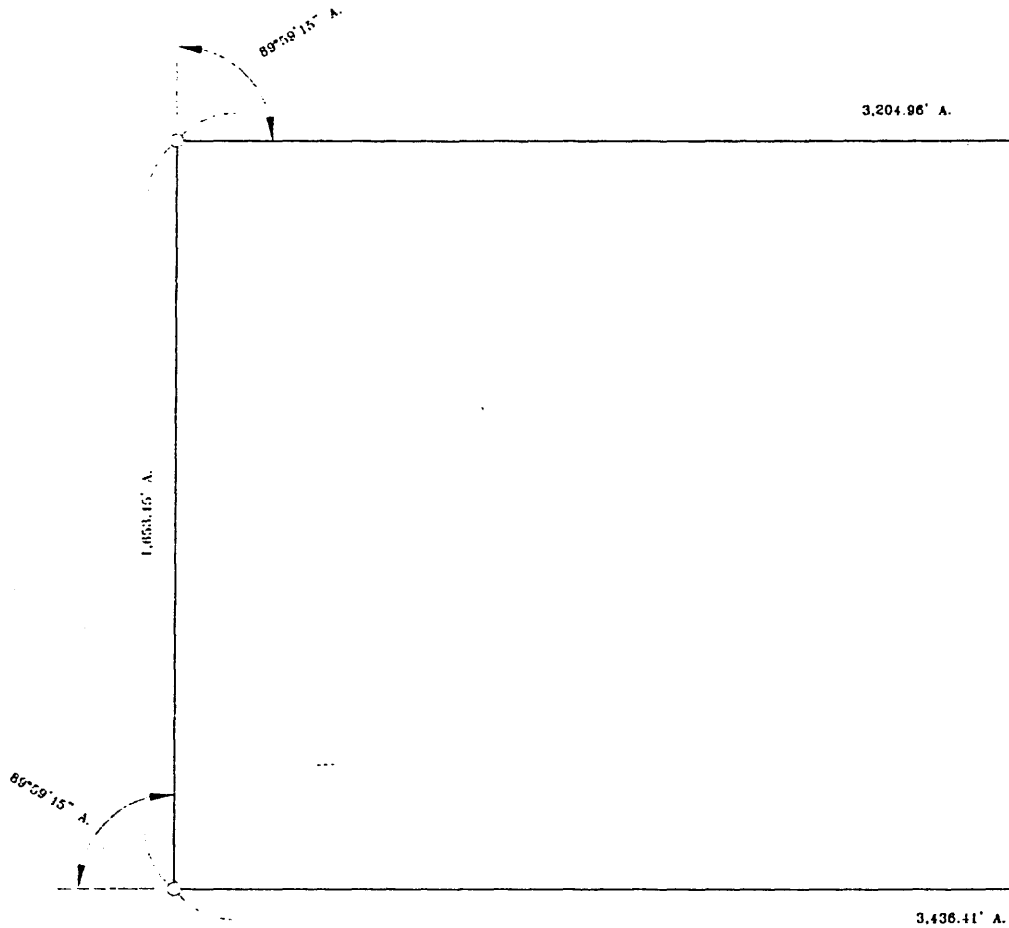
RI. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. HOCKWELL.
 L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 8)
 A. - ACTUAL DISTANCE AND/OR ANGLE

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○ = INDICATES 1/2" IRON PIPE PLACED



SCALE 1" = 200'



LEGAL DESCRIPTION

A tract of land comprising a part of the Southeast Quarter (SE1/4), part of the Southwest Quarter (SW1/4), part of the Northwest Quarter (NW1/4), and a part of the Northeast Quarter (NE1/4), all being in Section Twenty Four (24), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the 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 Nine Hundred Fifty Six and Forty Nine Hundredths (956.49) feet; thence deflecting right 90°05'05" and running westerly, a distance of Three Thousand Four Hundred Thirty Six and Forty One Hundredths (3,436.41) feet; thence deflecting right 89°59'45" and running northerly, a distance of One Thousand Six Hundred Fifty Three and Forty Five Hundredths (1,653.45) feet; thence deflecting right 89°59'15" and running easterly, a distance of Three Thousand Two Hundred Four and Ninety Six Hundredths (3,204.96) feet; thence deflecting left 90°02'05" and running northerly, parallel with the east line of said Northeast Quarter (NE1/4), a distance of One and Eighty Nine Hundredths (1.89) feet; thence deflecting right 90°02'05" and running easterly, a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet to a point on the east line of said Northeast Quarter (NE1/4); thence deflecting right 89°57'55" and running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Six Hundred Ninety Nine and Eighty Six Hundredths (699.86) feet to the point of beginning and containing 130.449 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

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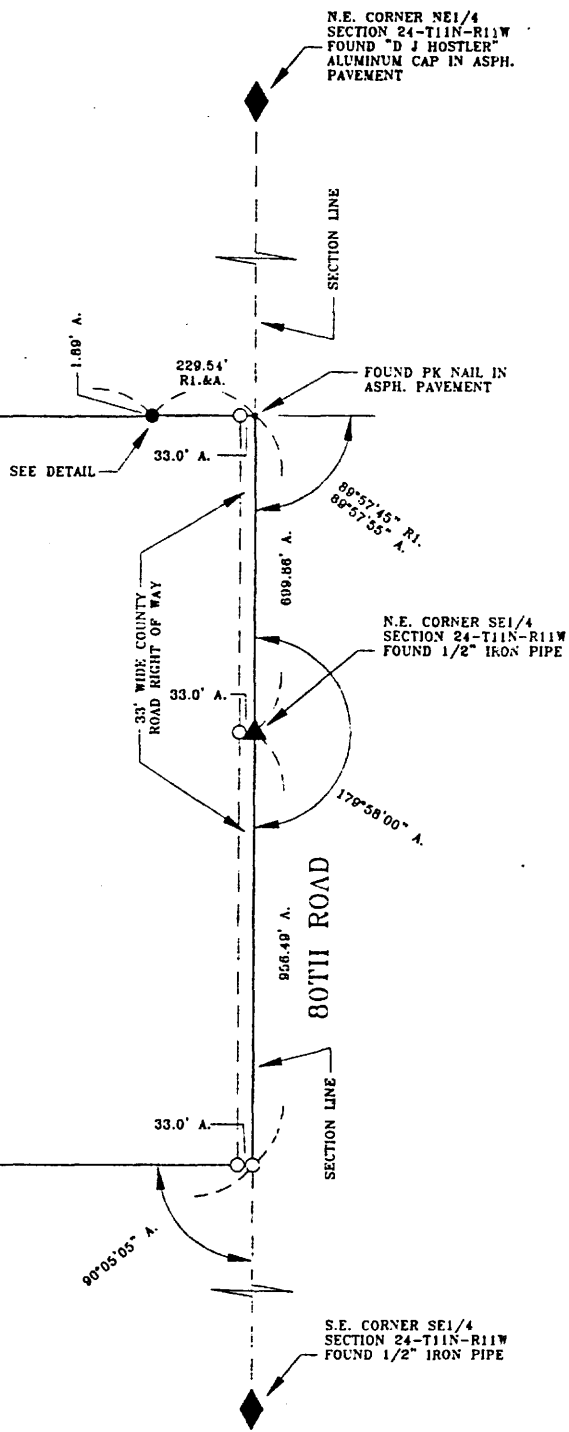
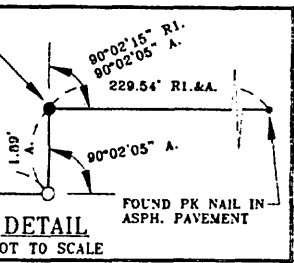


EXHIBIT "A-1" ATTACHED TO AND MADE
A PART OF QUITCLAIM DEED

TRACT NO. 48A

PART OF THE SE1/4, PART OF THE SW1/4, PART OF THE NW1/4, AND PART OF THE NE1/4 SECTION 24-T11N-R11W HALL COUNTY, NEBRASKA	CAAP48A
	06-14-2001
LAND SURVEY	P.J.G.
	L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 362-8485 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

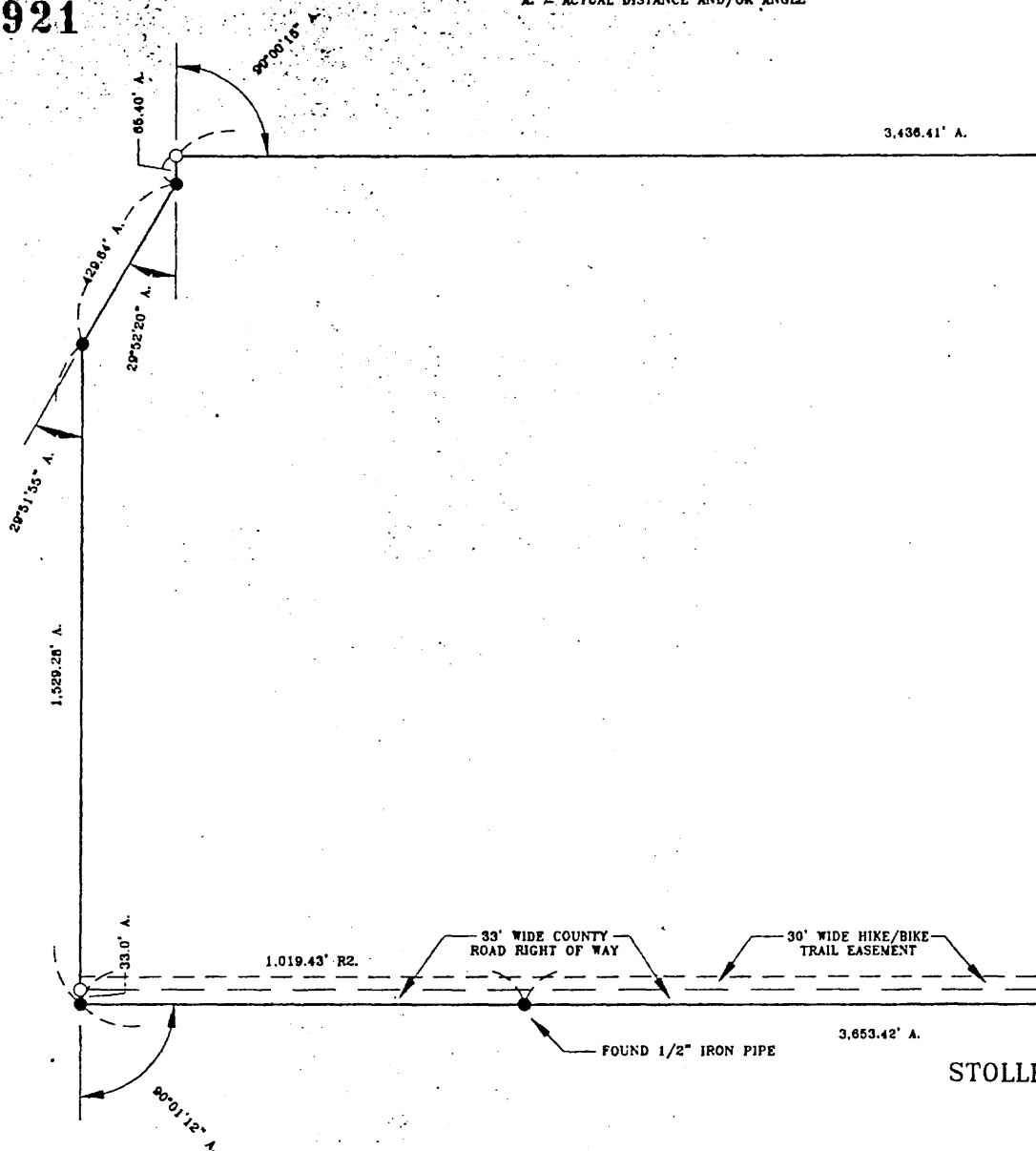
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R1 = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY DANIEL J. HO SURVEYOR, L. S. NO. 263, DATED JUNE 5, 1999 (TRACT NO. 55)
 R2 = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, DATED APRIL 8, 2000 (HUSKER HARVEST DAY PROPERTY/TRACTS 53
 A = ACTUAL DISTANCE AND/OR ANGLE

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

3,436.41' A.

SCALE 1" = 200'



STOLLE

LEGAL DESCRIPTION

A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., and a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) 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 Twenty Four (24); thence running northerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Twenty Four (24), a distance of One Thousand Six Hundred Eighty Nine (1,689.0) feet; thence deflecting left 89°54'55" and running westerly, a distance of Three Thousand Four Hundred Thirty Six and Forty One Hundredths (3,436.41) feet; thence deflecting left 90°00'15" and running southerly, a distance of Sixty Five and Four Tenths (65.40) feet; thence deflecting right 29°52'20" and running southwesterly, a distance of Four Hundred Twenty Nine and Sixty Four Hundredths (429.64) feet; thence deflecting left 29°51'35" and running southerly, a distance of One Thousand Five Hundred Twenty Nine and Twenty Eight Hundredths (1,529.28) feet; thence deflecting left 90°01'12" and running easterly, a distance of Three Thousand Six Hundred Fifty Three and Forty Two Hundredths (3,653.42) feet to a point on the east line of the Northeast Quarter (NE1/4) of said Section Twenty Five (25); thence deflecting left 90°03'40" and running northerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Twenty Five (25), a distance of Two Hundred Seventy Seven and Sixty Two Hundredths (277.62) feet to the point of beginning and containing 168.681 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

SURVEY BY DANIEL J. HOSTLER (COUNTY
 5, 1999 (TRACT NO. 55)
 SURVEY BY LEE D. WAGNER, L. S. NO. 557,
 DAY PROPERTY/TRACTS 53 & 54)

N.E. CORNER SE1/4
 SECTION 24-T11N-R11W
 FOUND 1/2" IRON PIPE

200204921

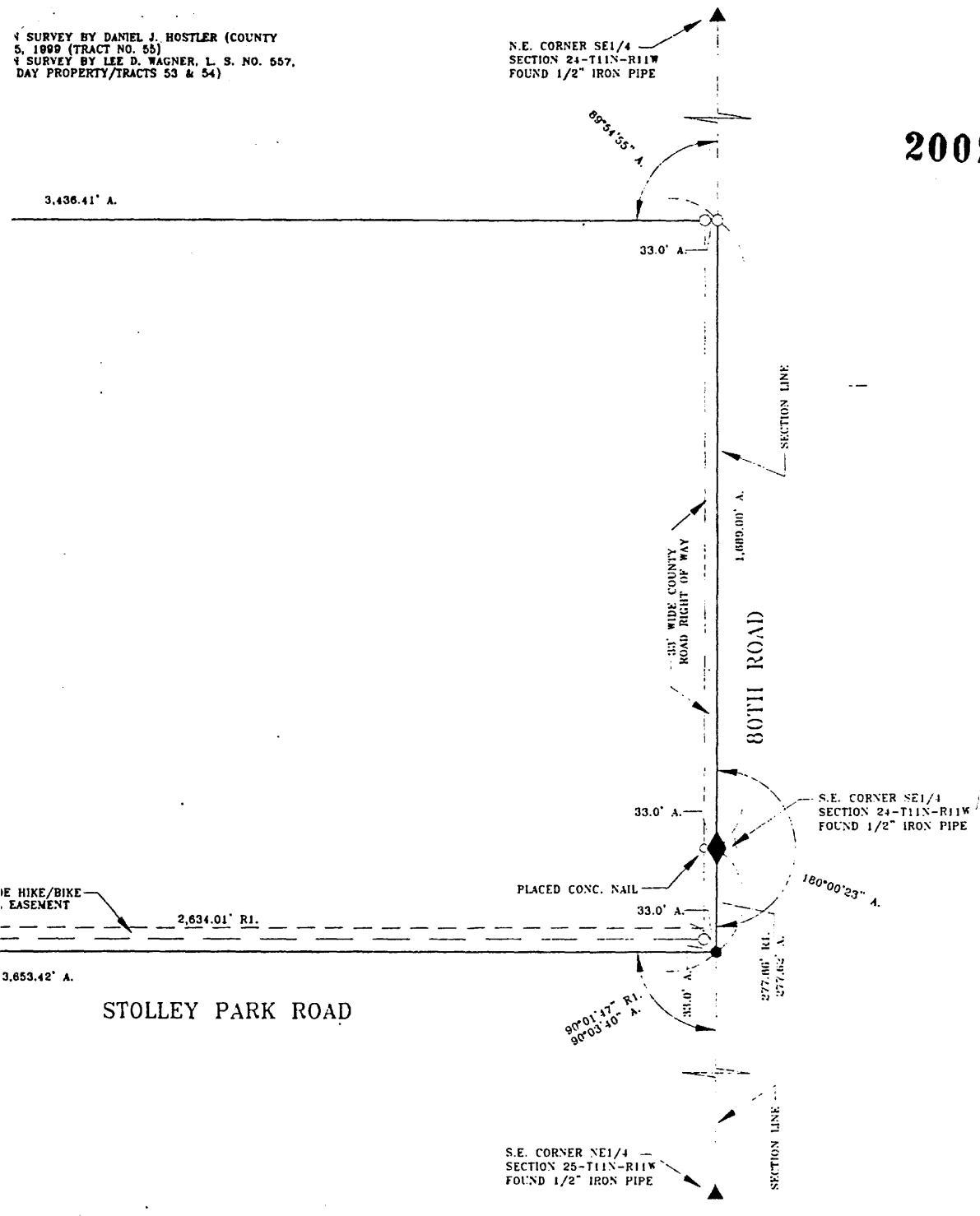


EXHIBIT "A-3" ATTACHED TO AND MADE
 A PART OF QUITCLAIM DEED

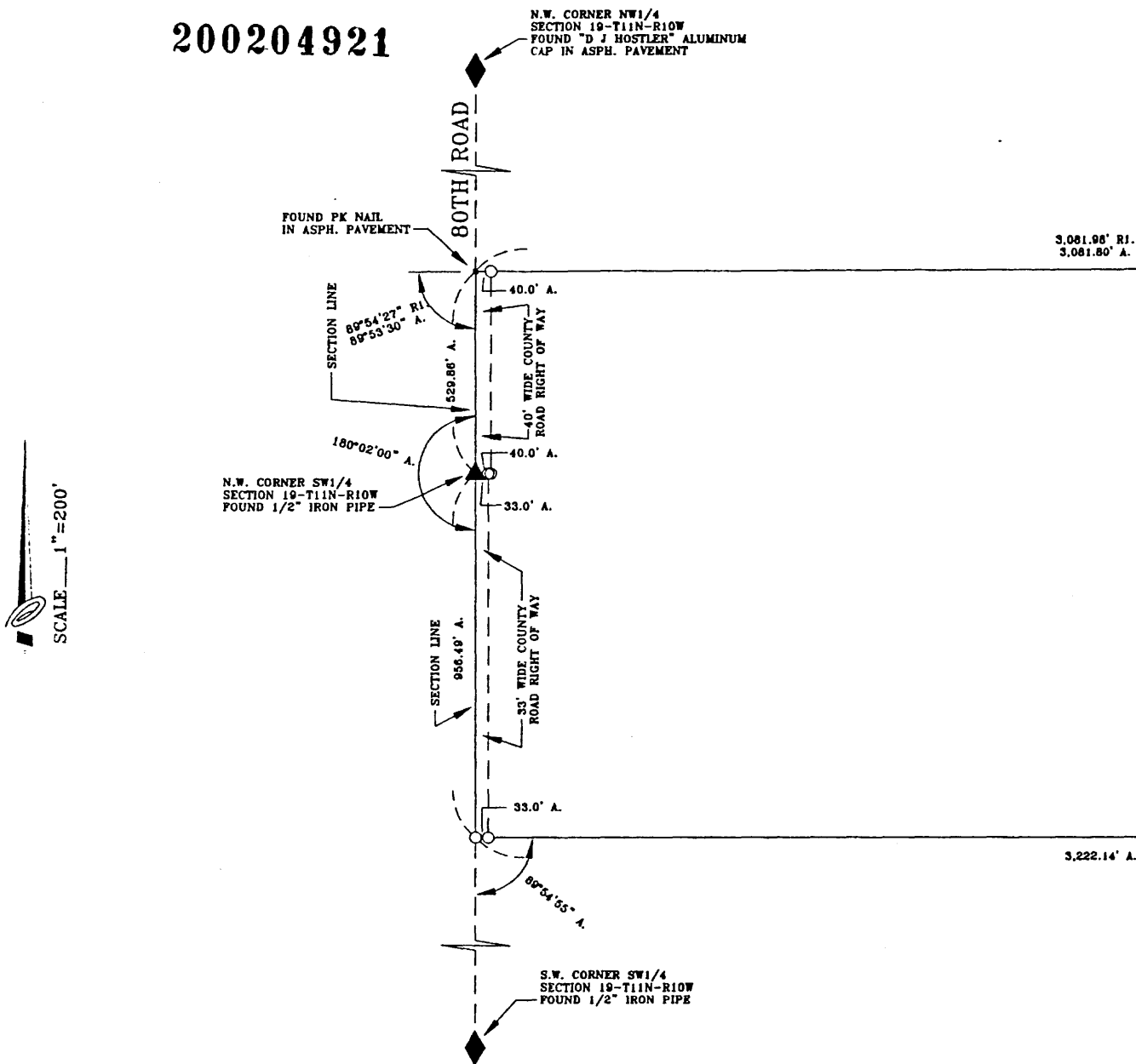
TRACT NO. 48C

PART OF THE SE1/4 AND SW1/4 OF SECTION 24-T11N-R11W, AND PART OF THE NW1/4 AND NE1/4 OF SECTION 25-T11N-R11W HALL COUNTY, NEBRASKA	CAAP48C
	05-18-2001
LAND SURVEY	P.J.G.
	L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

R1. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL.
 L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 8)
 A. - ACTUAL DISTANCE AND/OR ANGLE

○ = INDICATES 1/2" IRON PIPE PLACED

200204921



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 Nineteen (19), 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 northwest corner of said Southwest Quarter (SW1/4); thence running southerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Nine Hundred Fifty Six and Forty Nine Hundredths (956.49) feet; thence deflecting left 89°54'55" and running easterly, a distance of Three Thousand Two Hundred Twenty Two and Fourteen Hundredths (3,222.14) feet; thence deflecting left 90°02'17" and running northerly, a distance of One Thousand Six Hundred Fifty Five and Four Tenths (1,655.40) feet; thence deflecting left 89°58'43" and running westerly, a distance of One Hundred Forty One and Three Tenths (141.30) feet; thence deflecting left 90°02'24" and running southerly, a distance of One Hundred Sixty and Fifty Six Hundredths (160.66) feet; thence deflecting right 89°53'49" and running westerly, a distance of Three Thousand Eighty One and Eight Tenths (3,081.80) feet to a point on the west line of said Northwest Quarter (NW1/4); thence deflecting left 89°53'30" and running southerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Five Hundred Twenty Nine and Eighty Six Hundredths (529.86) feet to the point of beginning and containing 110.809 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. 857

200204921

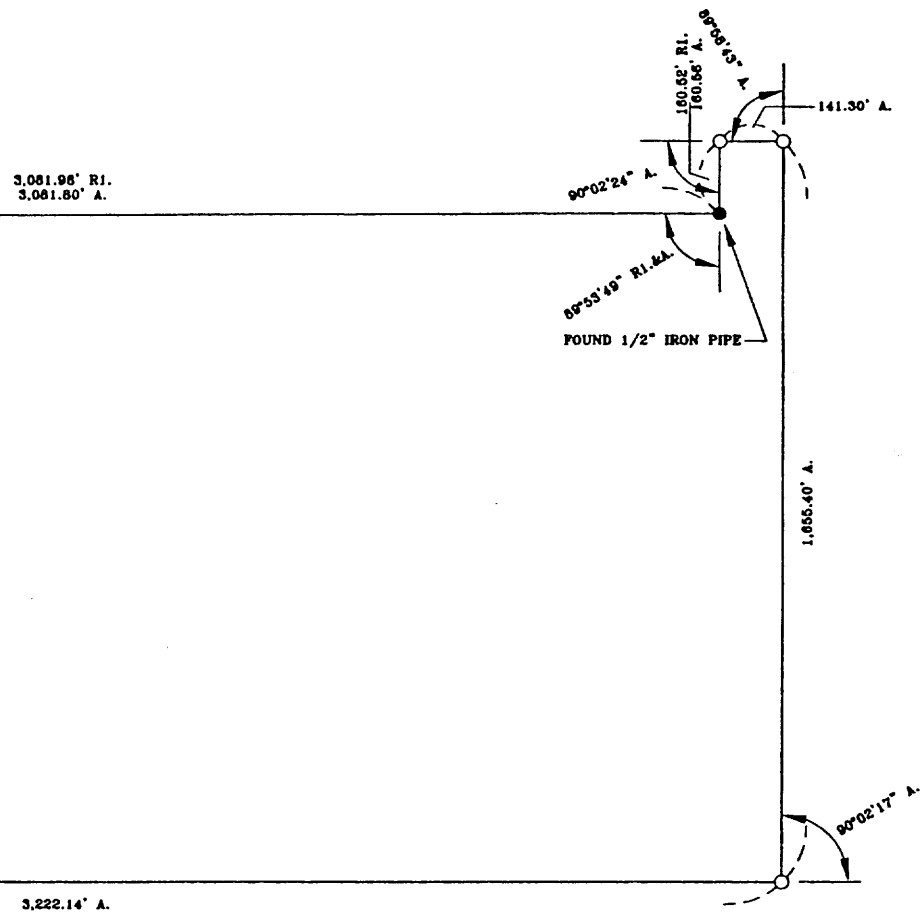


EXHIBIT "A-2" ATTACHED TO AND MADE
A PART OF QUITCLAIM DEED

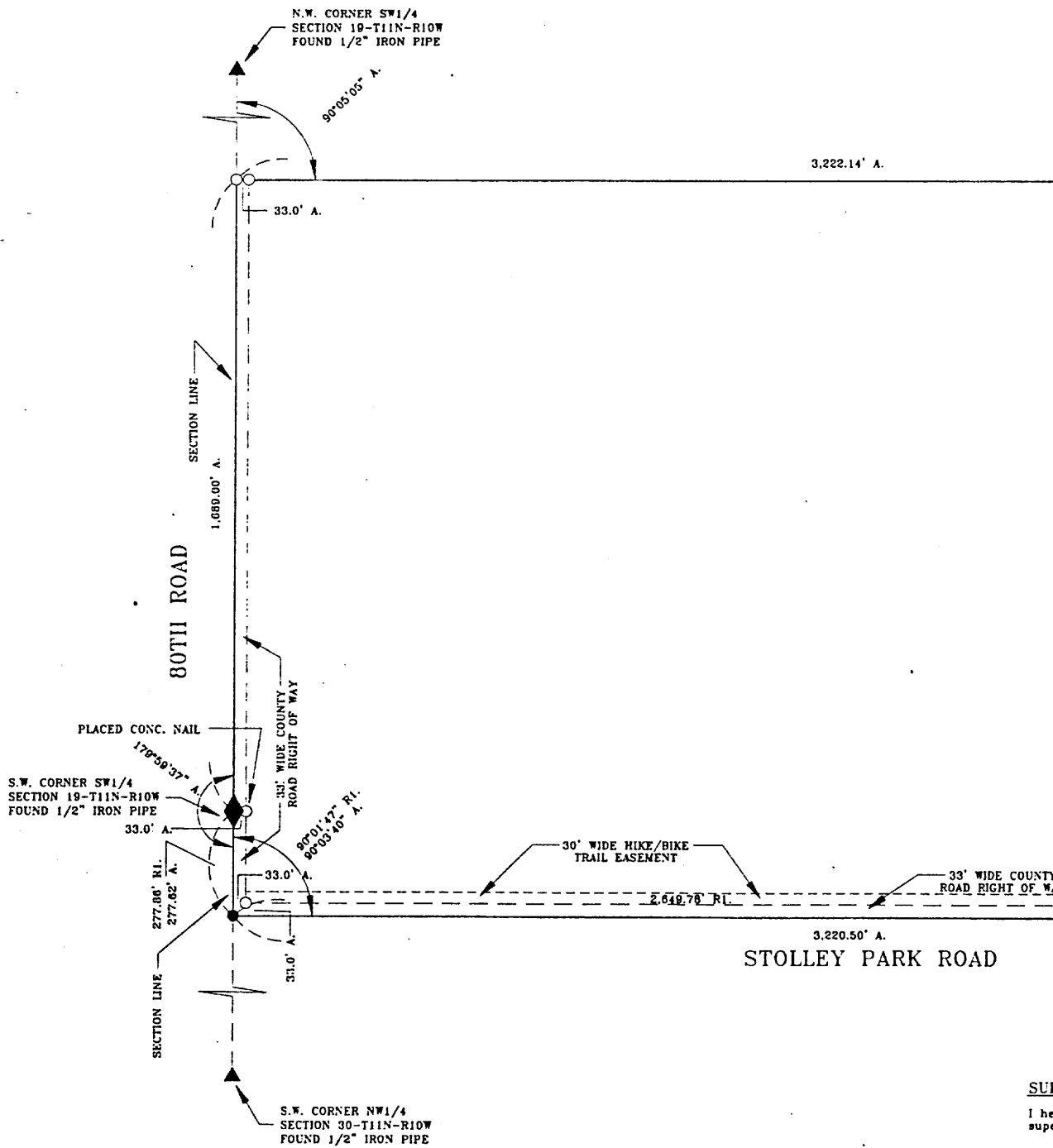
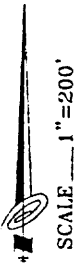
TRACT NO. 48B

PART OF THE SW1/4, PART OF THE NW1/4, PART OF THE NE1/4, & PART OF THE SE1/4, SECTION 19-T11N-R10W HALL COUNTY, NEBRASKA	CAAP458
	08-29-2001
LAND SURVEY	P.J.G.
	L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 300 - PHONE 686-6400 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	12-15-2001 REVISED DESC. OF QUARTERS OF SECTION

200204921

RI. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY DANIEL J. HOSTLER,
 (COUNTY SURVEYOR), L. S. NO. 263, DATED MARCH 24, 1999 (TRACT NO. 58)
 A. - ACTUAL DISTANCE AND/OR ANGLE

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

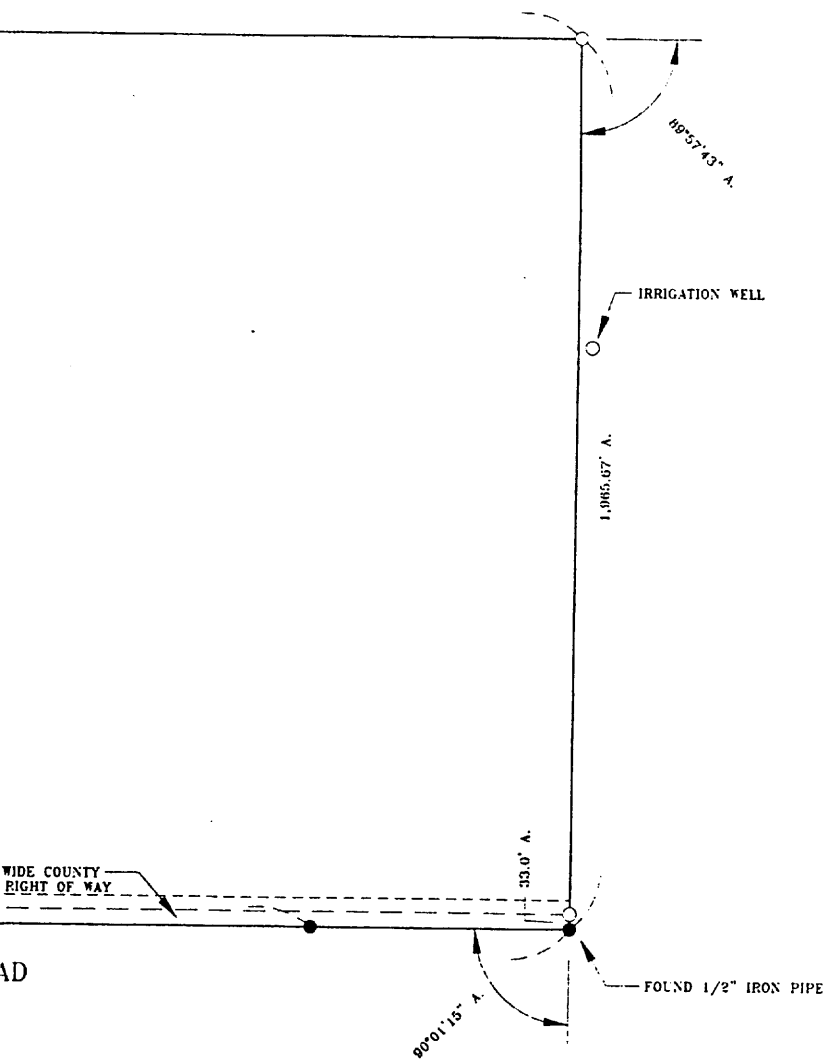


LEGAL DESCRIPTION

A tract of land comprising a part of the Southwest Quarter (SW1/4) and part of the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., and a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of Section Thirty (30), 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 southwest corner of the Southwest Quarter (SW1/4) of said Section Nineteen (19); thence running northerly, along and upon the west line of the Southwest Quarter (SW1/4) of said Section Nineteen (19), a distance of One Thousand Six Hundred Eighty Nine (1,689.0) feet; thence deflecting right 90°05'05" and running easterly, a distance of Three Thousand Two Hundred Twenty Two and Fourteen Hundredths (3,222.14) feet; thence deflecting right 89°57'43" and running southerly, a distance of One Thousand Nine Hundred Sixty Five and Sixty Seven Hundredths (1,965.67) feet; thence deflecting right 90°01'15" and running westerly, a distance of Three Thousand Two Hundred Twenty and Five Tenths (3,220.50) feet to a point on the west line of the Northwest Quarter (NW1/4) of said Section Thirty (30); thence deflecting right 89°56'20" and running northerly, along and upon the west line of the Northwest Quarter (NW1/4) of said Section Nineteen (19), a distance of Two Hundred Seventy Seven and Sixty Two Hundredths (277.62) feet to the point of beginning and containing 145.401 acres, more or less.

200204921



SURVEYOR'S CERTIFICATE

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




 Lee D. Wagner, Registered Land Surveyor No. 557


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

TRACT NO. 48D

PART OF THE SW1/4 AND PART OF THE SE1/4 OF SECTION 19-T11N-R10W, AND PART OF THE NW1/4 AND THE NE1/4 OF SECTION 30-T11N-R10W HALL COUNTY, NEBRASKA		CAAP48D
		07-24-2001
LAND SURVEY		P.J.G.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		L.W.

Report Outgrant Log

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT				RENTAL	RENTAL	ACTION	RECMD
TYPE	CONTRACT		PURPOSE	CATEGORY	TERM	AMOUNT	FREQ	YES	NO	
INSTRUMENT	NUMBER	GRANTEE	ACRES		FROM TO					
LEASE	DACA45-1-99-6115	ANDREASEN ALLAN	STORAGE		01-May-99 30-Apr-02	\$450.00	ANNUALLY			
			BLDG R-4-8, 1060 SQFT							
			0.001							
LEASE	DACA45-1-99-6124	BAILEY RICHARD W + HA	STORAGE		01-May-99 30-Apr-02	\$380.00	ANNUALLY			
			BLDG R-6-12, 1060 SQFT							
			0.001							
LEASE	DACA45-1-97-6009	BENKER JERRY L	STORAGE		01-Nov-96 30-Apr-02	\$155.00	ANNUALLY			
			BLDG R-7-4, 1060 SQFT							
			0.001							
LEASE	DACA45-1-96-6065	BERGGREN KENNETH	STORAGE		01-May-96 30-Apr-02	\$200.00	ANNUALLY			
			BLDG R-3-6, 1060 SQFT							
			0.001							
LEASE	DACA45-1-99-6121	BERRIE JAMES H JR	STORAGE		01-May-99 30-Apr-02	\$405.00	ANNUALLY			
			BLDG R-5-10, 1060 SQFT							
			0.001							
LEASE	DACA45-1-96-6070	BJORKLUND ROBERT W	STORAGE		01-May-96 30-Apr-02	\$350.00	ANNUALLY			
			BLDG R-5-11, 1060 SQFT							
			0.001							
LEASE	DACA45-1-98-6068	BOB STAHLA MOBILE HO	STORAGE		01-Aug-98 30-Apr-03	\$975.00	ANNUALLY			
			BLDGS R-3-2, R-3-3 + R-3-4, 1060							
			0.001							

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

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT						
TYPE	CONTRACT		PURPOSE	CATEGORY	TERM	RENTAL	RENTAL	ACTION	RECMD
INSTRUMENT	NUMBER	GRANTEE	ACRES		FROM TO	AMOUNT	FREQ	YES	NO
LEASE	DACA45-1-99-6137	BOLTZ RANDY	STORAGE		01-May-99 30-Apr-02	\$375.00	ANNUALLY		
			BLDG R-4-3, 1060 SQFT						
			0.001						
LEASE	DACA45-1-97-6082	BOYSEN ARTHUR E 'GEN	STORAGE		01-May-97 30-Apr-02	\$1,131.00	ANNUALLY		
			BLDGS C-7-10, R-8-1 + R-6-4 CON						
			0.001						
LEASE	DACA45-1-99-6128	CAMPLIN G DOUGLAS D	STORAGE		01-May-99 30-Apr-02	\$375.00	ANNUALLY		
			BLDG R-1-2, 1060 SQFT						
			0.001						
LEASE	DACA45-1-99-6035	CARMIN CRAIG + GARRE	STORAGE		01-Nov-98 30-Apr-02	\$175.00	ANNUALLY		
			BLDG R-1-1, 1060 SQFT						
			0.001						
LEASE	DACA45-1-97-6002	CHRISTENSEN GARY L.	STORAGE		01-Nov-96 30-Apr-02	\$150.53	ANNUALLY		
			BLDG R-1-7, 1060 SQFT						
			0.001						
LEASE	DACA45-1-97-6008	CLARK CHARLES J + HIC	STORAGE		01-Nov-96 30-Apr-02	\$163.00	ANNUALLY		
			BLDG R-7-3, 1060 SQFT						
			0.001						
LEASE	DACA45-1-01-6007	CLARK ED	STORAGE		01-Nov-00 30-Apr-02	\$200.00	ANNUALLY		
			BLDG R-3-7, 1060 SQFT						
			0.001						
LEASE	DACA45-1-99-6108	COLLAMORE KIRK A	STORAGE		01-May-99 30-Apr-02	\$381.00	ANNUALLY		
			BLDG R-1-14, 1060 SQFT						
			0.001						

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT				
TYPE INSTRUMENT	CONTRACT NUMBER	GRANTEE	PURPOSE CATEGORY ACRES	TERM FROM TO	RENTAL AMOUNT	RENTAL FREQ	ACTION RECMD YES NO
LEASE	DACA45-1-99-6139	COONTS R D	STORAGE BLDG R-3-14, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$375.00	ANNUALLY	
LEASE	DACA45-1-99-6109	DAVIS DONAL G	STORAGE BLDG R-2-1, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$450.00	ANNUALLY	
LEASE	DACA45-1-97-6084	ECHTENKAMP LEE	STORAGE BLDG R-1-6, 1060 SQFT 0.001	01-May-97 30-Apr-02	\$300.00	ANNUALLY	
LEASE	DACA45-1-98-6088	ECHTENKAMP LEE	STORAGE BLDG R-1-3, 1060 SQFT 0.001	01-Aug-98 30-Apr-03	\$300.00	ANNUALLY	
LEASE	DACA45-1-97-6003	FAY JOHN CLARENCE	STORAGE BLDG R-1-8, 1060 SQFT 0.001	01-Nov-96 30-Apr-02	\$157.50	ANNUALLY	
LEASE	DACA45-1-98-6073	FIX JASON	STORAGE BLDG R-8-3, 1060 SQFT 0.001	01-Aug-98 30-Apr-03	\$351.00	ANNUALLY	
LEASE	DACA45-1-96-6059	FOSTER WAYNE E	STORAGE BLDG R-2-3, 1060 SQFT 0.001	01-May-96 30-Apr-02	\$321.00	ANNUALLY	
LEASE	DACA45-1-99-6043	FRANZEN GERALD	STORAGE BLDG R-6-7, 1060 SQFT 0.001	01-Nov-98 30-Apr-02	\$175.00	ANNUALLY	

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT		TERM	RENTAL	RENTAL	ACTION RECMD	
TYPE	CONTRACT		PURPOSE CATEGORY		FROM TO	AMOUNT	FREQ	YES	NO
INSTRUMENT	NUMBER	GRANTEE	ACRES						
LEASE	DACA45-1-99-6028	GEIST RUSSELL L DBA G	STORAGE		01-Nov-98 30-Apr-02	\$175.00	ANNUALLY		
			BLDG R-7-6, 1060 SQFT						
			0.001						
LEASE	DACA45-1-99-6123	GEIST RUSSELL L DBA G	STORAGE		01-May-99 30-Apr-02	\$375.00	ANNUALLY		
			BLDG R-6-5, 1060 SQFT						
			0.001						
LEASE	DACA45-1-97-6083	GOERL KEVIN	STORAGE		01-May-97 30-Apr-02	\$300.00	ANNUALLY		
			BLDG R-1-9, 1060 SQ FT						
			0.001						
LEASE	DACA45-1-97-6085	GOERL MIKE	STORAGE		01-May-97 30-Apr-02	\$300.00	ANNUALLY		
			BLDG R-2-8, 1060 SQ FT						
			0.001						
LEASE	DACA45-1-96-6061	GRANTHAM JERRY + GR	STORAGE		01-May-96 30-Apr-02	\$300.00	ANNUALLY		
			BLDG R-2-7, 1060 SQFT						
			0.001						
LEASE	DACA45-1-98-6056	GUSTAFSON JANIS + SCH	STORAGE		01-Aug-98 30-Apr-03	\$503.00	ANNUALLY		
			BLDG R-6-11, 1060 SQFT						
			0.001						
LEASE	DACA45-1-98-6070	GUSTAFSON JIM + SCHLA	STORAGE		01-Aug-98 30-Apr-03	\$760.00	ANNUALLY		
			BLDG R-2-13 + PARKING LOT (1						
			1.106						
LEASE	DACA45-1-96-6073	GUZINSKI DAVID	STORAGE		01-May-96 30-Apr-02	\$200.00	ANNUALLY		
			BLDG R-8-7, 1060 SQFT						
			0.001						

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT					
TYPE	CONTRACT	GRANTEE	PURPOSE CATEGORY	TERM	RENTAL	RENTAL	ACTION	RECMD
INSTRUMENT	NUMBER		ACRES	FROM TO	AMOUNT	FREQ	YES	NO
LEASE	DACA45-1-99-6136	HAHN RICHARD C	STORAGE BLDG R-4-9, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$375.00	ANNUALLY		
LEASE	DACA45-1-99-6122	HANSEN JACK L	STORAGE BLDG R-5-12, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$375.00	ANNUALLY		
LEASE	DACA45-1-97-6091	HARRIS WILLIAM F + HIA	STORAGE BLDG R-7-13, 1060 SQ FT 0.001	01-May-97 30-Apr-02	\$300.00	ANNUALLY		
LEASE	DACA45-1-97-6086	HAWKE JEFF DBA HAWK	STORAGE BLDG R-6-6, 1060 SQ FT 0.001	01-May-97 30-Apr-02	\$320.00	ANNUALLY		
LEASE	DACA45-1-00-6004	HAYES STEPHEN J	STORAGE BLDG R-6-8, 1060 SF 0.001	01-Nov-99 30-Apr-02	\$205.50	ANNUALLY		
LEASE	DACA45-1-97-6005	HAYNES JOHN B	STORAGE BLDG R-2-5, 1060 SQFT 0.001	01-Nov-96 30-Apr-02	\$200.50	ANNUALLY		
LEASE	DACA45-1-97-6010	HINRICHS MARLIN D	STORAGE BLDG R-7-11, 1060 SQFT 0.001	01-Nov-96 30-Apr-02	\$150.00	ANNUALLY		
LEASE	DACA45-1-99-6096	JOHN GORDIE	STORAGE BLDG R-5-4, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$375.00	ANNUALLY		

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT		TERM	RENTAL	RENTAL	ACTION RECMD	
TYPE	CONTRACT		PURPOSE CATEGORY	ACRES	FROM TO	AMOUNT	FREQ	YES	NO
INSTRUMENT	NUMBER	GRANTEE							
LEASE	DACA45-1-99-6120	JOHNSON LONNIE D	STORAGE		01-May-99 30-Apr-02	\$377.00	ANNUALLY		
			BLDG R-5-7, 1060 SQFT	0.001					
LEASE	DACA45-1-99-6144	KARR BYRON	STORAGE		01-May-99 30-Apr-02	\$375.00	ANNUALLY		
			BLDG R-3-1, 1060 SQFT	0.001					
LEASE	DACA45-1-99-6112	KITTEN JAMES J	STORAGE		01-May-99 30-Apr-02	\$486.00	ANNUALLY		
			BLDG R-4-2, 1060 SQFT	0.001					
LEASE	DACA45-1-99-6125	KOSMICKI DELPHIE D	STORAGE		01-May-99 30-Apr-02	\$385.00	ANNUALLY		
			BLDG R-7-5, 1060 SQFT	0.001					
LEASE	DACA45-1-98-6069	KREBSBACH ROBERT A	STORAGE		01-Aug-98 30-Apr-03	\$300.00	ANNUALLY		
			BLDG R-5-8, 1060 SQ FT	0.001					
LEASE	DACA45-1-96-6067	KROPP JOHN W	STORAGE		01-May-96 30-Apr-02	\$400.00	ANNUALLY		
			BLDG R-3-12, 1060 SQFT	0.001					
LEASE	DACA45-1-98-6071	KUNKLE BRUCE N DVM	STORAGE		01-Aug-98 30-Apr-03	\$306.00	ANNUALLY		
			BLDG R-7-10, 1060 SQFT	0.001					
LEASE	DACA45-1-99-6026	KUNKLE BRUCE N DVM	STORAGE		01-Nov-98 30-Apr-02	\$175.50	ANNUALLY		
			BLDG R-6-13, 1060 SQFT	0.001					

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT				RENTAL	RENTAL	ACTION RECMD	
TYPE	CONTRACT		PURPOSE	CATEGORY	TERM	AMOUNT	FREQ	YES	NO	
INSTRUMENT	NUMBER	GRANTEE	ACRES		FROM TO					
LEASE	DACA45-1-99-6143	KUNKLE BRUCE N DVM	STORAGE		01-May-99 30-Apr-02	\$375.00	ANNUALLY			
			BLDG R-7-9, 1060 SQFT							
			0.001							
LEASE	DACA45-1-98-6081	KUTA EMIL L + DOUG	STORAGE		01-Aug-98 30-Apr-03	\$300.00	ANNUALLY			
			BLDG R-1-4, 1060 SQ FT							
			0.001							
LEASE	DACA45-1-99-6034	LANKA GARY + JASON	STORAGE		01-Nov-98 30-Apr-02	\$175.00	ANNUALLY			
			BLDG R-4-10, 1060 SQFT							
			0.001							
LEASE	DACA45-1-99-6107	LANKA LEIGHTON "LEE"	STORAGE		01-May-99 30-Apr-02	\$380.00	ANNUALLY			
			BLDG R-1-13, 1060 SQFT							
			0.001							
LEASE	DACA45-1-96-6058	LOMASNEY GEORGE B	STORAGE		01-May-96 30-Apr-02	\$336.00	ANNUALLY			
			BLDG R-2-2, 1060 SQFT							
			0.001							
LEASE	DACA45-1-00-6005	MARTIN RANDY + BENZE	STORAGE		01-Nov-99 30-Apr-02	\$213.75	ANNUALLY			
			BLDG R-4-5, 1060 SF							
			0.001							
LEASE	DACA45-1-97-6019	MARTIN RANDY DBA HO	STORAGE		01-Nov-96 30-Apr-02	\$300.00	ANNUALLY			
			BLDGS R-3-8 + R-4-6, 1060 SQFT							
			0.001							
LEASE	DACA45-1-98-6067	MILLER RAYMOND E + DI	STORAGE		01-Aug-98 30-Apr-03	\$350.00	ANNUALLY			
			BLDG R-2-15, 1060 SQFT							
			0.001							

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT					
TYPE	CONTRACT	GRANTEE	PURPOSE CATEGORY	TERM	RENTAL	RENTAL	ACTION	RECMD
INSTRUMENT	NUMBER		ACRES	FROM TO	AMOUNT	FREQ	YES	NO
LEASE	DACA45-1-99-6110	MILLER RAYMOND E + DI	STORAGE	01-May-99 30-Apr-02	\$510.00	ANNUALLY		
			BLDG R-2-10, 1060 SQFT					
			0.001					
LEASE	DACA45-1-01-6009	MUSIL DAVID	STORAGE	01-Nov-00 30-Apr-02	\$190.00	ANNUALLY		
			BLDG R-8-2, 1590 SQFT					
			0.001					
LEASE	DACA45-1-98-6091	NIELSEN ERIC	STORAGE	01-Aug-98 30-Apr-03	\$300.00	ANNUALLY		
			BLDG R-3-11, 1060 SQFT					
			0.001					
LEASE	DACA45-1-99-6029	NIETFELD JERRY	STORAGE	01-Nov-98 30-Apr-02	\$187.50	ANNUALLY		
			BLDG R-7-15, 1060 SQFT					
			0.001					
LEASE	DACA45-1-98-6075	NITZEL RON L	STORAGE	01-Aug-98 30-Apr-03	\$400.00	ANNUALLY		
			BLDG R-8-11, 1060 SQ FT					
			0.001					
LEASE	DACA45-1-97-6006	OSTERMAN DENNIS L	STORAGE	01-Nov-96 30-Apr-02	\$152.50	ANNUALLY		
			BLDG R-4-12, 1060 SQFT					
			0.001					
LEASE	DACA45-1-97-6029	PARTRIDGE MARTIN J	STORAGE	01-Dec-96 30-Apr-02	\$150.00	ANNUALLY		
			BLDG R-2-9, 1060 SQFT					
			0.001					
LEASE	DACA45-1-97-6089	PARTRIDGE MARTIN J	STORAGE	01-May-97 30-Apr-02	\$300.00	ANNUALLY		
			BLDG R-2-14, 1060 SQ FT					
			0.001					

200204921

PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT		TERM	RENTAL	RENTAL	ACTION RECMD	
TYPE	CONTRACT		PURPOSE CATEGORY		FROM TO	AMOUNT	FREQ	YES	NO
INSTRUMENT	NUMBER	GRANTEE	ACRES						
LEASE	DACA45-1-99-6117	PAULMAN JON	STORAGE		01-May-99 30-Apr-02	\$375.00	ANNUALLY		
			BLDG R-5-1, 1060 SQFT						
			0.001						
LEASE	DACA45-1-98-6074	PAULSEN SCOTT R	STORAGE		01-Aug-98 30-Apr-03	\$306.00	ANNUALLY		
			BLDG R-8-5, 1060 SQ FT						
			0.001						
LEASE	DACA45-1-00-6070	PEDERSEN JACK	STORAGE		01-May-00 30-Apr-02	\$376.00	ANNUALLY		
			BLDG R-6-10, 1060 SQFT						
			0.001						
LEASE	DACA45-1-98-6090	PERLINGER TIM + GROO	STORAGE		01-Aug-98 30-Apr-03	\$300.00	ANNUALLY		
			BLDG R-3-5, 1060 SQFT						
			0.001						
LEASE	DACA45-1-98-6084	PETERS AUGUST + ELAIN	STORAGE		01-Aug-98 30-Apr-03	\$300.00	ANNUALLY		
			BLDG R-1-11, 1060 SQFT						
			0.001						
LEASE	DACA45-1-99-6113	PLAMBECK RICK	STORAGE		01-May-99 30-Apr-02	\$453.00	ANNUALLY		
			BLDG R-4-4, 1060 SQFT						
			0.001						
LEASE	DACA45-1-98-6079	REIMERS ALVIN H + TIM	STORAGE		01-Aug-98 30-Apr-03	\$300.00	ANNUALLY		
			BLDG R-1-5, 1060 SQ FT						
			0.001						
LEASE	DACA45-1-99-6038	SCHMIDT THOMAS	STORAGE		01-Nov-98 30-Apr-02	\$175.00	ANNUALLY		
			BLDG R-4-1, 1060 SQFT						
			0.001						

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PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT		TERM	RENTAL	RENTAL	ACTION RECMD	
TYPE	CONTRACT		PURPOSE CATEGORY		FROM TO	AMOUNT	FREQ	YES	NO
INSTRUMENT	NUMBER	GRANTEE	ACRES						
LEASE	DACA45-1-01-6021	SCHWIEGER LEONARD	STORAGE		01-Nov-00 30-Apr-02	\$187.50	ANNUALLY		
			BLDG R-6-3, 1060 SQFT						
			0.001						
LEASE	DACA45-1-97-6007	SENKBILE RONALD E	STORAGE		01-Nov-96 30-Apr-02	\$125.00	ANNUALLY		
			BLDG R-6-1, 1060 SQFT						
			0.001						
LEASE	DACA45-1-98-6072	SHOEMAKER MICHAEL L	STORAGE		01-Aug-98 30-Apr-03	\$312.00	ANNUALLY		
			BLDG R-7-14, 1060 SQFT						
			0.001						
LEASE	DACA45-1-99-6127	SOMMERFELD TOM	STORAGE		01-May-99 30-Apr-02	\$431.00	ANNUALLY		
			BLDG R-8-4, 1060 SQFT						
			0.001						
LEASE	DACA45-1-96-6068	SPOTANSKI GARY S	STORAGE		01-May-96 30-Apr-02	\$310.00	ANNUALLY		
			BLDG R-4-11, 1060 SQFT						
			0.001						
LEASE	DACA45-1-96-6107	STOUT BOB	STORAGE		01-Jun-96 30-Apr-02	\$300.00	ANNUALLY		
			BLDG R-7-1, 1060 SQFT						
			0.001						
LEASE	DACA45-1-96-6114	STUMPF RUDY	STORAGE		16-Jun-96 30-Apr-02	\$300.00	ANNUALLY		
			BLDG R-2-4, 1060 SQFT						
			0.001						
LEASE	DACA45-1-99-6126	SWANSON PETER W	STORAGE		01-May-99 30-Apr-02	\$450.00	ANNUALLY		
			BLDG R-7-8, 1060 SQFT						
			0.001						

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PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT							
TYPE INSTRUMENT	CONTRACT NUMBER	GRANTEE	PURPOSE CATEGORY ACRES	TERM FROM TO	RENTAL AMOUNT	RENTAL FREQ	ACTION YES	RECMD NO		
LEASE	DACA45-1-99-6039	THIEMANN WILLIAM J D	STORAGE BLDG R-6-2, 1060 SQFT 0.001	01-Nov-98 30-Apr-02	\$175.00	ANNUALLY				
LEASE	DACA45-1-98-6078	TIMMERMAN MICHAEL	STORAGE BLDG R-5-14, 1060 SQ FT 0.001	01-Aug-98 30-Apr-03	\$300.00	ANNUALLY				
LEASE	DACA45-1-99-6025	TOUKAN MANAGEMENT	STORAGE BLDG R-6-9, 1060 SQFT 0.001	01-Nov-98 30-Apr-02	\$177.50	ANNUALLY				
LEASE	DACA45-1-96-6062	TRUELL JAMES + TRUEL	STORAGE BLDG R-2-11, 1060 SQFT 0.001	01-May-96 30-Apr-02	\$350.00	ANNUALLY				
LEASE	DACA45-1-96-6069	VAN ZYL RICHARD	STORAGE BLDG R-4-14, 1060 SQFT 0.001	01-May-96 30-Apr-02	\$350.00	ANNUALLY				
LEASE	DACA45-1-97-6020	WAITE MAURICE H	STORAGE BLDG R-2-12, 1060 SQFT 0.001	01-Nov-96 30-Apr-02	\$150.00	ANNUALLY				
LEASE	DACA45-1-97-6026	WALZ VICTOR DBA RCI E	STORAGE BLDG R-8-13, 1060 SQFT 0.001	01-Dec-96 30-Apr-02	\$150.00	ANNUALLY				
LEASE	DACA45-1-97-6004	WEBB GENE	STORAGE BLDG R-1-10, 1060 SQFT 0.001	01-Nov-96 30-Apr-02	\$125.00	ANNUALLY				

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PROGRAM	ARAA	CAAP	CORNHUSKER ARMY AMM PLANT				
TYPE INSTRUMENT	CONTRACT NUMBER	GRANTEE	PURPOSE CATEGORY ACRES	TERM FROM TO	RENTAL AMOUNT	RENTAL FREQ	ACTION RECMD YES NO
LEASE	DACA45-1-99-6118	WEBB GENE	STORAGE BLDG R-5-2, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$380.00	ANNUALLY	
LEASE	DACA45-1-97-6033	WERNER BILL	STORAGE BLDG R-7-12, 1060 SQFT 0.001	01-Dec-96 30-Apr-02	\$150.00	ANNUALLY	
LEASE	DACA45-1-99-6119	WERNER TOM	STORAGE BLDG R-5-5, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$379.00	ANNUALLY	
LEASE	DACA45-1-00-6003	WERTZ KENDALL	STORAGE BLDG R-8-14, 1060 SF 0.001	01-Nov-99 30-Apr-02	\$200.00	ANNUALLY	
LEASE	DACA45-1-99-6116	WICHMAN ANTHONY C	STORAGE BLDG R-4-15, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$378.00	ANNUALLY	
LEASE	DACA45-1-99-6040	WOOD ANNA (REAL)	STORAGE BLDG R-3-13, 1060 SQFT 0.001	01-Nov-98 30-Apr-02	\$175.00	ANNUALLY	
LEASE	DACA45-1-97-6031	WOOD GARY L	STORAGE BLDG R-6-15, 1060 SQFT 0.001	16-Nov-96 30-Apr-02	\$150.00	ANNUALLY	
LEASE	DACA45-1-99-6114	ZILLER TILE INC	STORAGE BLDG R-4-7, 1060 SQFT 0.001	01-May-99 30-Apr-02	\$375.00	ANNUALLY	

Notification of Hazardous Substance Storage, Release, and Disposal				
Building and Parcel Description	Name of Hazardous Substance(s)	Stored Released Disposed	Date of Storage, Release, Disposal	Remedial Action
Southern Tier - South Magazine Area - Tract 48 and 117 magazines R-1-1 through R-8-15.	Ammonium nitrate, aluminum powder, TNT, RDX, HMX	Stored	World War II, Korea and Vietnam Wars	No remediation is required. Record of Decision (ROD) Operable Unit Two (OU2) - No Further Remedial Action
Magazine buildings R-2-2, R-5-5, R-6-2, R-6-4, R-7-5, R-7-8, R-7-11, R-7-13, R-7-14, R-8-1 and R-8-14	Soil sampling in 1991 detected a low concentration of lead (26.9 ug/g) at Magazine R-5-5 and a low concentration of 246TNT (0.57 ug/g) at Magazine R-6-4. Both fall below Industrial and Residential RBCs and USEPA residential screening levels for Pb of 400 ug/g.	Released	1991 EA Soil Sampling	Final Document of the Remedial Investigation Report dated November 1996 states that the concentrations of 246TNT in screening samples appear to overestimate the actual 246TNT contamination at the South Magazine Area. Based on the absence of 246TNT with the exception of 0.57 ug/g detected in a sample collected in the 1991 from Magazine R-6-4 and low concentrations of inorganic analytes detected in confirmation surface soil samples collected during 1991 and 1993, the South Magazine Area is not considered a major source of contamination at CHAAP Record of Decision (ROD) Operable Unit Two (OU2) - No Further Remedial Action
	Biased sampling at Magazines R-7-8, R-7-11 and R-7-13 did detect 246TNT (1.23 - 1.71 ug/g) but explosives were not detected in any of the confirmation analyses.	Released	1993 SCD Soil Sampling Results (Biased sampling, grid sampling and confirmation sampling).	
	Grid sampling at Magazine R-6-4 indicated no detection of 246TNT. All Pb concentrations detected screening samples below the USEPA Residential screening level of 400 ug/g.	Released		
	Confirmation sampling no explosives were detected in any samples. Chromium (17.8 ug/g) at Magazine R-6-2. Pb (150 ug/g) at Magazine R-6-2 and Zn (52.2 - 115 ug/g) at Magazines R-2-2, R-6-2, R-7-5, R-7-14, R-8-1 and R-8-14 were detected above the upper limit of background but all fall below the Industrial and Residential RBCs.	Released		
	Based on analytical results from the 1991 EA and 1993 SCD, additional surface soil sampling was not included as part of the 1995 RI effort.		1995 RI Soil Sample Results	
Determined and Prepared by:	Title:	Site:	Location:	
Ms. Jo Short	Realty Specialist	Cornhusker Army Ammunition Plant	Grand Island, NE 68803	EXHIBIT "C"

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

FILE: 04-4070

EXHIBIT "A"

Parcel 1: (a) A tract of land comprising a part of the Southeast Quarter (SE1/4), part of the Southwest Quarter (SW1/4), part of the Northwest Quarter (NW1/4), and a part of the Northeast Quarter (NE1/4), all being in Section Twenty Four (24), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the 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 Nine Hundred Fifty Six and Forty Nine Hundredths (956.49) feet; thence deflecting right 90° 05' 05" and running westerly, a distance of Three Thousand Four Hundred Thirty Six and Forty One Hundredths (3,436.41) feet; thence deflecting right 89° 59' 45" and running northerly, a distance of One Thousand Six Hundred Fifty Three and Forty Five Hundredths (1,653.45) feet; thence deflecting right 89° 59' 15" and running easterly, a distance of Three Thousand Two Hundred Four and Ninety Six Hundredths (3,204.96) feet; thence deflecting left 90° 02' 05" and running northerly, parallel with the east line of said Northeast Quarter (NE1/4), a distance of One and Eighty Nine Hundredths (1.89) feet; thence deflecting right 90° 02' 05" and running easterly, a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet to a point on the east line of said Northeast Quarter (NE1/4); thence deflecting right 89° 57' 55" and running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Six Hundred Ninety Nine and Eighty Six Hundredths (699.86) feet to the point of beginning.

(b) A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., and a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) 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 Twenty Four (24); thence running northerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Twenty Four (24), a distance of One Thousand Six Hundred Eighty Nine (1,689.0) feet; thence deflecting left 89° 54' 55" and running westerly, a distance of Three Thousand Four Hundred Thirty Six and Forty One Hundredths (3,436.41) feet; thence deflecting left 90° 00' 15" and running southerly, a distance of Sixty Five and Four Tenths (65.40) feet; thence deflecting right 29° 52' 20" and running southwesterly, a distance of Four Hundred Twenty Nine and Sixty Four Hundredths (429.64) feet; thence deflecting left 29° 51' 55" and running southerly, a distance of One Thousand Five Hundred Twenty Nine and Twenty Eight Hundredths (1,529.28) feet; thence deflecting left 90° 01' 12" and running easterly, a distance of Three Thousand Six Hundred Fifty Three and Forty Two Hundredths (3,653.42) feet to a point on the east line of the Northeast Quarter (NE1/4) of said Section Twenty Five (25); thence deflecting left 90° 03' 40" and running northerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Twenty Five (25), a distance of Two Hundred Seventy Seven and Sixty Two Hundredths (277.62) feet to the point of beginning

(c) 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 Nineteen (19), 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 northwest corner of said Southwest Quarter (SW1/4); thence running southerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Nine Hundred Fifty Six and Forty Nine Hundredths (956.49) feet; thence deflecting left 89° 54' 55" and running easterly, a distance of Three Thousand Two Hundred Twenty Two and Fourteen Hundredths (3,222.14) feet; thence deflecting left 90° 02' 17" and running northerly, a distance of One Thousand Six Hundred Fifty Five and Four Tenths (1,655.40) feet; thence deflecting left 89° 58' 43" and running westerly, a distance of One Hundred Forty One and Three Tenths (141.30) feet; thence deflecting left 90° 02' 24" and running southerly, a distance of One Hundred Sixty and Fifty Six Hundredths (160.56) feet; thence deflecting right 89° 53' 49" and running westerly, a distance of Three Thousand Eighty One and Eight Tenths (3,081.80) feet to a point on the west line of said Northwest Quarter (NW1/4); thence deflecting left 89° 53' 30" and running southerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Five Hundred Twenty Nine and Eighty Six Hundredths (529.86) feet to the point of beginning

Parcel 2: A tract of land comprising a part of the Southwest Quarter (SW1/4) and part of the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., and a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of Section Thirty (30), 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 southwest corner of the Southwest Quarter (SW1/4) of said Section Nineteen (19); thence running northerly, along and upon the west line of the Southwest Quarter (SW1/4) of Section Nineteen (19), a distance of One Thousand Six Hundred Eighty Nine (1,689.0) feet; thence deflecting right 90° 05' 05" and running easterly, a distance of Three Thousand Two Hundred Twenty Two and Fourteen Hundredths (3,222.14) feet; thence deflecting right 89° 57' 43" and running southerly, a distance of One Thousand Nine Hundred Sixty Five and Sixty Seven Hundredths (1,965.67) feet; thence deflecting right 90° 01' 15" and running westerly, a distance of Three Thousand Two Hundred Twenty and Five Tenths (3,220.50) feet to a point on the west line of the Northwest Quarter (NW1/4) of said Section Thirty (30); thence deflecting right 89° 56' 20" and running northerly, along and upon the west line of the Northwest Quarter (NW1/4) of said Section Nineteen (19), a distance of Two Hundred Seventy Seven and Sixty Two Hundredths (277.62) feet to the point of beginning