

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2007 NOV 14 PM 10 56

Kathy Beach
REG OF DEEDS

CASH _____
CHECK 66.00

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 11-14-2007
EXEMPT 2 BY KB

William Francis
Pc Box 1280
Grand Island NE 68802



200709679

Cornhusker Army Ammunition Plant (CHAAP)
Hall County, Nebraska
Parts of Acquisition Tract Nos. 77, 79 and 81
Part of Land Tract 47 (47A - 158.963 Acres)

QUITCLAIM DEED

66.00

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 29th day of September 2006, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as "Grantor," acting by and through the Deputy Assistant Secretary of the Army for Installations and Housing (I&H) pursuant to a delegation of authority from the **SECRETARY OF THE ARMY**, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) ("said Act"), and **HERITAGE DISPOSAL AND STORAGE, LLC**, a limited liability company duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal office located at 345 South 80th Road, P.O. Box 250, Alda, Nebraska 68810, hereinafter referred to as "Grantee."

WITNESSETH:

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

WHEREAS, said Board designated that the Property to be conveyed herein be transferred to Grantee; and

WHEREAS, the property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. Section 9620(h)(4)(A) as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of and appropriate concurrence in such identification has been obtained pursuant to 42 U.S.C. Section 9620(h)(4)(B); and

WHEREAS, on or before 31 May 2006, the Grantee, at its expense, completed the non-friable asbestos remediation required with respect to Tract 47B, Cornhusker Army Ammunition Plant, to the reasonable satisfaction of the Grantor and received a deduction in the amount of \$169,440.00 from the purchase price of \$328,942.00 for both Tracts 47A and 47B, Cornhusker Army Ammunition Plant, for all money expended by the Grantee for said remediation; and

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

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

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

I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of THREE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$326,942.00), 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 its right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising a part of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) of Section Nineteen (19), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, and a part of the Northeast Quarter (NE1/4) of Section Twenty-four (24), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, all being in Hall County, Nebraska, containing approximately 158.963 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A,"** which is attached hereto and made a part hereof.

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

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

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

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

III. CERCLA COVENANT AND RESERVED ACCESS

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

b. The Grantor shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-Grantor entities, is identified as the party responsible for contamination of the property.

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

IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCLUSIONS, RESERVATIONS, COVENANTS AND RESTRICTIONS AFFECTING THE PROPERTY

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

a. Federal Facility Agreement

The Grantee acknowledges that Cornhusker Army Ammunition Plant has been identified as a National Priority List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army, effective September 1990, and a copy of any amendments thereto, have been provided the Grantee. The Grantee, its successors and assigns, agree that should any conflict arise between the terms of the FFA as they presently exist or as they may be later amended and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee, its successors and assigns, further agree that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the property. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

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

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998 and the FOST for the property dated August 2006, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.

2.a. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the original formerly licensed Property (DACA45-3-05-6001), consisting of approximately 130 acres, on or after 25 October 2004, 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 original formerly licensed Property (DACA45-3-05-6001) prior to 25 October 2004. 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 original formerly licensed Property occurring on or after 25 October 2004, where such substance or product was placed on the original formerly licensed Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, on or after 25 October 2004. 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.

2b. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the remaining formerly licensed Property (Supplemental Agreement No. 1 to DACA45-3-05-6001), consisting of approximately 30 acres, on or after 12 April 2006, 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 remaining formerly licensed Property (Supplemental Agreement No. 1 to DACA45-3-05-6001) prior to 12 April 2006. 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 remaining formerly licensed Property occurring on or after 12 April 2006, where such substance or product was placed on the remaining formerly licensed Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, on or after 12 April 2006. This Subsection IV.b. shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

c. Polychlorinated Biphenyls (PCBs)

The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exist on the Property to be conveyed and that said equipment is owned by Southern Public Power District.

d. Lead-Based Paint (LBP)

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 the building on the Property, which was constructed or rehabilitated prior to 1978, is 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 assessment, which have 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 the buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, state, and local laws and 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).

5. The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X: (a) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart A, 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 risk assessments; (b) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines, and (c) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

6. 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 for residential purposes. 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.

7. 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 attorneys' 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 hazards on the Property if used for residential purposes.

8. The covenants, restrictions, requirements and obligation of this Subsection IV.d. shall be binding upon the Grantee, its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Subsection IV.d. in all subsequent transfers, leases, or conveyance documents.

e. Endangered Species Act

The Grantee and its successors and assigns will use the Property in compliance with the Endangered Species Act. The U.S. Fish and Wildlife Service, U.S. Department of the Interior, shall enforce compliance with the Endangered Species Act against the Grantee, its successors and assigns.

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. Perpetual Easement No. DACA45-2-99-6157 granted to Hall County for road rights-of-way.

2. Perpetual Easement No. DACA45-2-97-6024 granted to Southern Public Power District for overhead electric power lines.

3. Perpetual Easement No. DACA45-2-01-6078 granted to City of Grand Island for recreation trail rights-of-way. Grantee is not permitted to disturb the area lying within the recreation trail easement.

4. Temporary Easement No. DACA45-2-04-6021 granted to DTE Rail Services, Inc., for railroad facilities and rights-of way for the period 1 April 2004 through 30 September 2006.

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

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

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

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

f. All other existing interests reserved by any original Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affect 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 successors and assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. It is understood and agreed by Grantee, for itself and its successors and assigns, that except for warranties, responsibilities and agreements of Grantor specifically set forth herein, the Property is conveyed *“as is”* and *“where is”* without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantor shall not be liable for any latent or patent defects in the Property. Grantee, for itself and its successors and assigns, acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor any agreement or promise to alter, improve, adapt or repair the Property.

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

VII. AGREEMENTS, NOTICES AND CONDITIONS

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a. Anti-Deficiency Act

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

b. Notice of Wetlands

This Property contains wetlands protected under state and Federal laws and regulations. Applicable laws and regulations restrict activities that involve draining wetlands or the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; the placement of site-development fills for recreational, industrial, commercial, residential, and other uses; the placement of causeways or road fills; and the construction of dams and dikes.

VIII. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 2003) under which property transferred by the United States is exempted from such taxation.

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

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IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army for Installations and Housing (I&H) and the seal of the Department of the Army to be hereunto affixed this 29th day of September 2006.

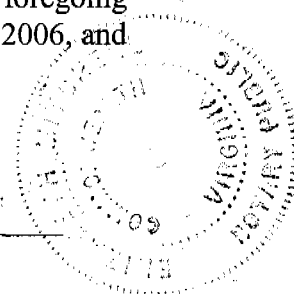
UNITED STATES OF AMERICA

By: Joseph W. Whitaker
Joseph W. Whitaker
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA(I&E)

COMMONWEALTH OF VIRGINIA)
) SS.
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on this 31st day of March 2010, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed, dated this 29th day of September 2006, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Elizabeth Mitchell
Notary Public



My commission expires: March 31st 2010

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GRANTEE ACCEPTANCE

HERITAGE DISPOSAL AND STORAGE, LLC, GRANTEE, hereby accepts this Quitclaim Deed and the property described therein for itself, its successors and assigns, subject to all of the notices, agreements, reservations, restrictions, conditions, covenants, exceptions, and terms contained therein, this 14 day of Sept 2006.

HERITAGE DISPOSAL AND STORAGE, LLC

BY: Bonnie Bardsback Vess

TITLE: Pres

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing Quitclaim Deed was acknowledged before me this 14th day of September 2006, by Bonnie Bardsback Vess.

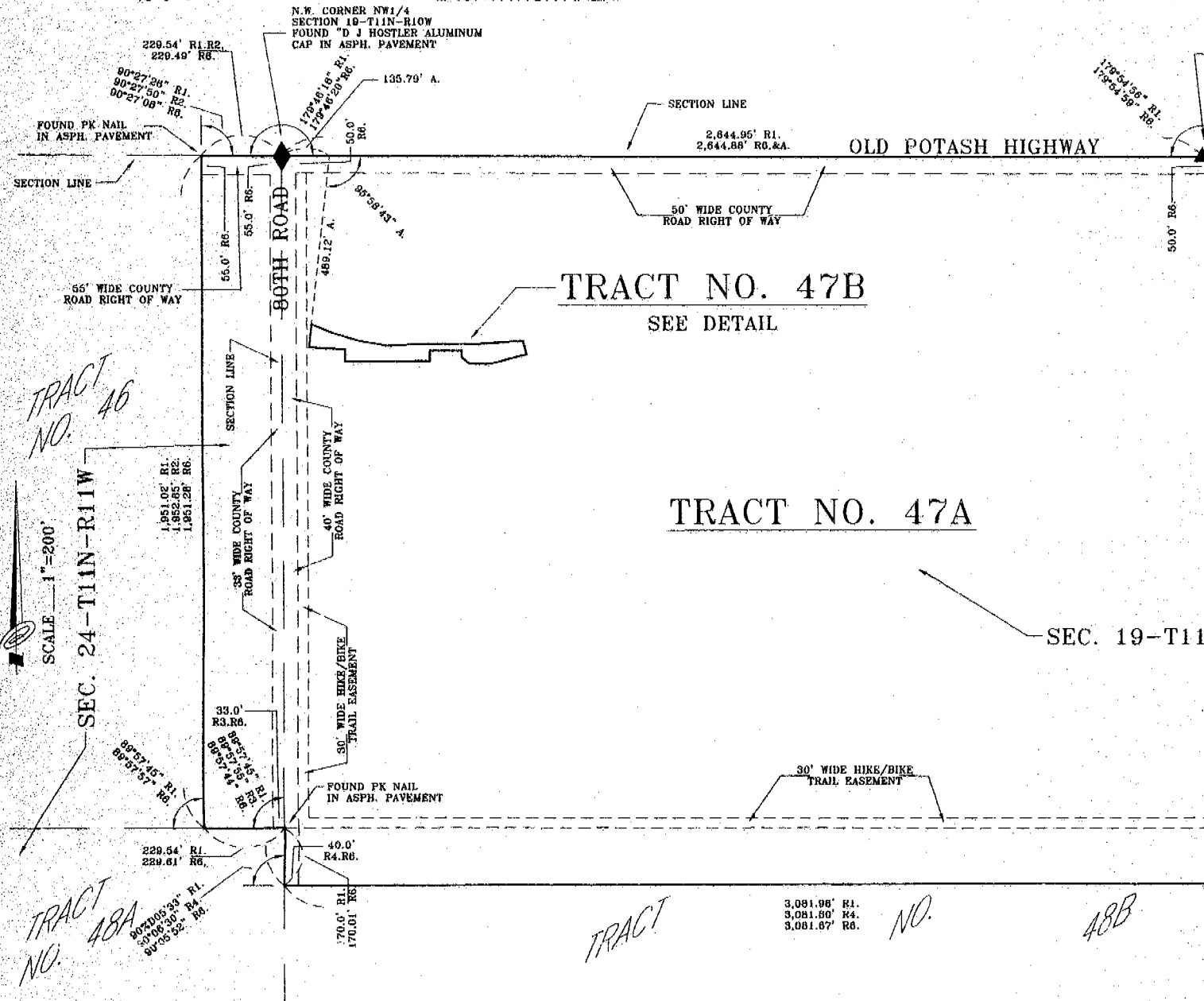
William A. Francis
Notary Public

My commission expires: 

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NOTE: THIS IS NOT A LAND SURVEY AS DEFINED BY STATE STATUTE, AND IS INTENDED TO DENOTE CONTAMINANT EXCAVATION AREA.

N.W. CORNER NW1/4 SECTION 19-T11N-R11W FOUND "D" HOSTLER ALUMINUM CAP IN ASPH. PAVEMENT



TRACT NO. 47B
SEE DETAIL

TRACT NO. 47A

SEC. 19-T11

LEGAL DESCRIPTION - Tract No. 47A

A tract of land comprising a part of the Northwest Quarter (NW1/4) and a part of Northeast Quarter (NE1/4) of Section Nineteen (19), Township Eleven (11) North, Range Ten (10), West of the 6th P.M., and a part of the Northeast Quarter of Section Twenty Four (24), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., all being in Hall County, Nebraska, and being more particularly described as follows:

Beginning at the northwest corner of the Northwest Quarter (NW1/4) of said Section Nineteen (19), said point also being a corner on a west line of a parcel referred to as "DTE PARCEL NO. 6" on a survey dated January 24, 2001, by Ronald R. Rockwell, L. S. No. 349; thence running easterly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Nineteen (19), a distance of Two Thousand Six Hundred Forty Four and Eighty Eight Hundredths (2,644.88) feet to the northwest corner of the Northeast Quarter (NE1/4) of said Section Nineteen (19); thence deflecting left 00°05'01" and running easterly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of Four Hundred Thirty Seven and Thirty Two Hundredths (437.32) feet to the northeast corner of a parcel referred to as "TRACT NO. 49" on a survey dated August 28, 2001, by Lee D. Wagner, L. S. No. 557, said point also being a corner on a east line of said "DTE PARCEL NO. 6"; thence deflecting right 89°52'12" and running southerly, along and upon the west line of said "TRACT NO. 49" and also being along and upon an east line of said "DTE PARCEL NO. 6", and also being along and upon a west line of a parcel referred to as "TRACT NO. 48B" on a survey dated December 15, 2001, by Lee D. Wagner, L. S. No. 557, a distance of Two Thousand One Hundred Two and Seventy Six Hundredths (2,102.76) feet to the southeast corner of said "DTE PARCEL NO. 6", said point also being a corner on a north line of said "TRACT NO. 48B"; thence deflecting right 89°53'18" and running westerly, along and upon a south line of said "DTE PARCEL NO. 6", and also being along and upon a north line of said "TRACT NO. 48B", a distance of Three Thousand Eighty One and Sixty Seven Hundredths (3,881.67) feet to a point on the east line of the Northeast Quarter (NE1/4) of said Section Twenty Four (24), said point also being a southwest corner of said "DTE PARCEL NO. 6" and the northwest corner of said "TRACT NO. 48B", said point also being a point on the east line of a parcel referred to as "TRACT NO. 48A" on a survey dated May 14, 2001, by Lee D. Wagner, L. S. No. 557; thence deflecting right 90°05'52" and running northerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Twenty Four (24), and along and upon a west line of said "DTE PARCEL NO. 6", and also being along and upon the east line of said "TRACT NO. 48A", a distance of One Hundred Seventy and One Hundredth (170.01) feet to a southwest corner of said "DTE PARCEL NO. 6" and also being the northeast corner of said "TRACT NO. 48A"; thence deflecting left 89°57'44" and running westerly, along and upon a south line of said "DTE PARCEL NO. 6", and also being along and upon a north line of said "TRACT NO. 48A", a distance of Two Hundred Twenty Nine and Sixty One Hundredths (229.61) feet to a southwest corner of said "DTE PARCEL NO. 6", and also being a northwest corner of said "TRACT NO. 48A", said point also being the southeast corner of a parcel referred to as "TRACT NO. 46" on a survey dated February 22, 2001, by Lee D. Wagner, L. S. No. 557; thence deflecting right 89°57'57" and running northerly, along and upon a west line of said "DTE PARCEL NO. 6", and also being along and upon the east line of said "TRACT NO. 46", a distance of One Thousand Nine Hundred Fifty One and Twenty Eight Hundredths (1,951.28) feet to a point on the north line of the Northeast Quarter (NE1/4) of said Section Twenty Four (24), said point also being a northwest corner of said "DTE PARCEL NO. 6" and also being the northeast corner of said "TRACT NO. 46"; thence deflecting right 90°27'06" and running easterly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Twenty Four (24), and also being along and upon a north line of said "DTE PARCEL NO. 6", a distance of Two Hundred Twenty Nine and Forty Nine Hundredths (229.49) feet to the point of beginning, excepting therefrom, a tract of land situated in the Northwest Quarter (NW1/4) of said Section Nineteen (19), and being more particularly described as follows: First to ascertain the point of beginning, start at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of One Hundred Thirty Five and Seventy Nine Hundredths (135.79) feet; thence deflecting right 95°50'43" and running southerly, a distance of Four Hundred Eighty Nine and Twelve Hundredths (489.12) feet to the ACTUAL point of beginning; thence continuing southerly, along and upon the previously described course, a distance of Sixty Six and Forty Four Hundredths (66.44) feet; thence deflecting left 82°28'07" and running easterly, a distance of One Hundred Three and Thirty Two Hundredths (103.32) feet; thence deflecting right 86°04'27" and running southerly, a distance of Thirty Six and Seven Hundredths (36.07) feet; thence deflecting left 90°23'51" and running easterly, a distance of Two Hundred Forty Three and Eighty One Hundredths (243.81) feet; thence deflecting left 90°11'39" and running northerly, a distance of Twenty Nine and Sixty Two Hundredths (29.62) feet; thence deflecting right 90°22'08" and running easterly, a distance of Ninety Two and Thirty One Hundredths (92.31) feet; thence deflecting right

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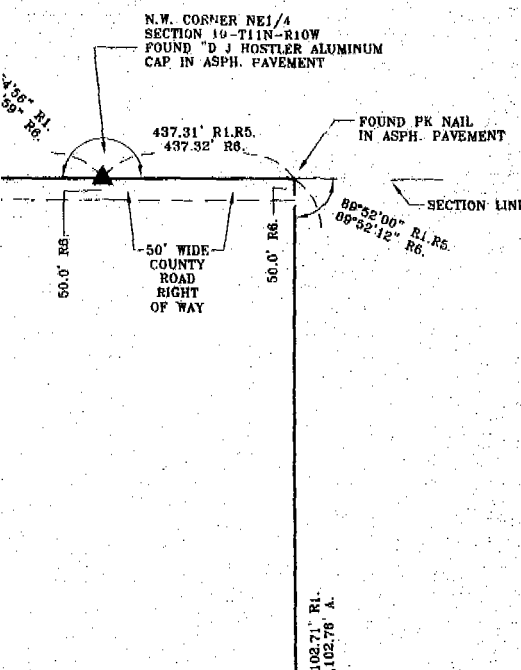
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LEGAL DESCRIPTION - Tract No. 47B

200709679

A tract of land comprising a part of the Northwest Quarter (NW1/4) of 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:

First to ascertain the point of beginning, start at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of One Hundred Thirty Five and Seventy Nine Hundredths (135.79) feet; thence deflecting right 85°58'43" and running southerly, a distance of Four Hundred Eighty Nine and Twelve Hundredths (489.12) feet to the ACTUAL point of beginning; thence continuing southerly, along and upon the previously described course, a distance of Sixty Six and Forty Four Hundredths (66.44) feet; thence deflecting left 92°28'07" and running easterly, a distance of One Hundred Three and Thirty Two Hundredths (103.32) feet; thence deflecting right 86°04'27" and running southerly, a distance of Thirty Six and Seven Hundredths (36.07) feet; thence deflecting left 90°23'51" and running easterly, a distance of Two Hundred Forty Three and Eighty One Hundredths (243.81) feet; thence deflecting left 89°03'11" and running northerly, a distance of Twenty Nine and Sixty Two Hundredths (29.62) feet; thence deflecting right 90°23'08" and running easterly, a distance of Ninety Two and Thirty One Hundredths (92.31) feet; thence deflecting right 90°57'59" and running southerly, a distance of Nineteen and Ninety Two Hundredths (19.92) feet; thence deflecting left 50°39'26" and running southeasterly, a distance of Twenty Six and Thirty Six Hundredths (26.36) feet; thence deflecting left 37°24'53" and running easterly, a distance of Fifty Nine and Eleven Hundredths (59.11) feet; thence deflecting left 16°53'02" and running northeasterly, a distance of One Hundred Nine and Sixty Two Hundredths (109.62) feet; thence deflecting left 89°03'11" and running northerly, a distance of Forty and Twenty Two Hundredths (40.22) feet; thence deflecting left 79°21'58" and running westerly, a distance of One Hundred Forty Two and Ninety Six Hundredths (142.96) feet; thence deflecting right 04°23'53" and running westerly, a distance of Twenty Two and Twenty One Hundredths (22.21) feet; thence deflecting left 00°59'25" and running westerly, a distance of One Hundred Fourteen and Fifty Nine Hundredths (114.59) feet; thence deflecting left 00°52'37" and running westerly, a distance of Twenty Seven and Eighty Two Hundredths (27.82) feet; thence deflecting left 02°09'53" and running westerly, a distance of Twenty Six and Two Tenths (26.20) feet; thence deflecting right 00°49'42" and running westerly, a distance of Fifty Four and Seven Tenths (54.70) feet; thence deflecting right 11°04'02" and running westerly, a distance of Eighty Three and Ninety Seven Hundredths (83.97) feet; thence deflecting right 08°14'19" and running westerly, a distance of Eighty One and Forty Four Hundredths (81.44) feet; thence deflecting right 08°20'04" and running northwesterly, a distance of Sixty Three and Forty Three Hundredths (63.43) feet to the ACTUAL point of beginning and containing 0.665 acres, more or less.

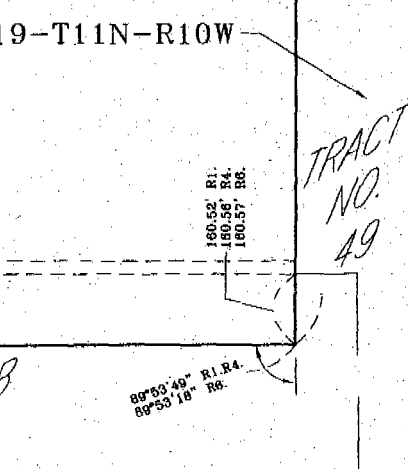
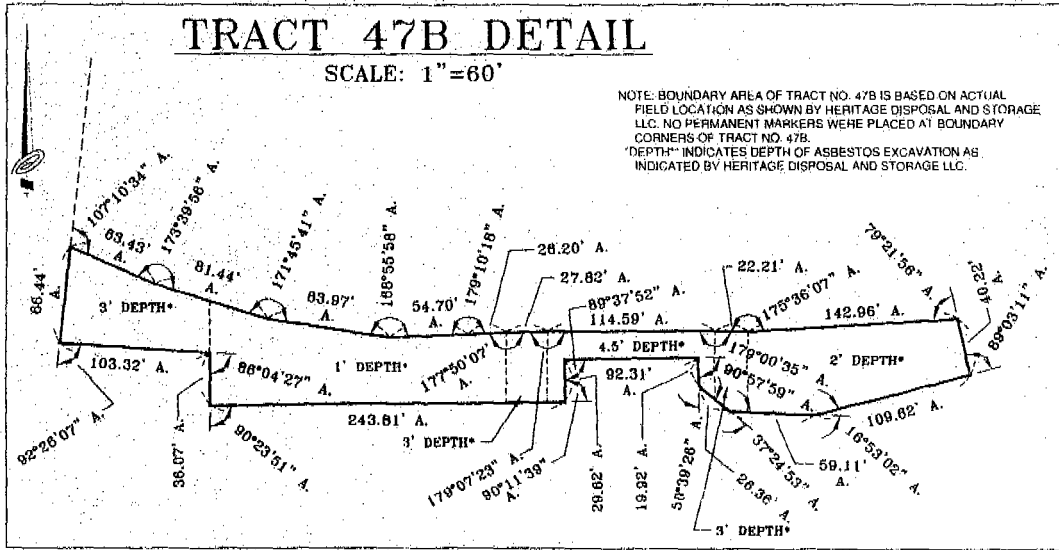


- R1. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (DTE PARCEL NO. 6)
- R2. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED FEBRUARY 22, 2001 (TRACT NO. 48)
- R3. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED MAY 14, 2001 (TRACT NO. 48A)
- R4. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 657, DATED DECEMBER 15, 2001 (TRACT 48B)
- R5. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 26, 2001 (TRACT NO. 49)
- R6. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 657, DATED NOVEMBER 24, 2004 (TRACT NO. 47)
- A. - ACTUAL FIELD DISTANCE AND/OR ANGLE

TRACT 47B DETAIL

SCALE: 1"=60'

NOTE: BOUNDARY AREA OF TRACT NO. 47B IS BASED ON ACTUAL FIELD LOCATION AS SHOWN BY HERITAGE DISPOSAL AND STORAGE LLC. NO PERMANENT MARKERS WERE PLACED AT BOUNDARY CORNERS OF TRACT NO. 47B. "DEPTH" INDICATES DEPTH OF ASBESTOS EXCAVATION AS INDICATED BY HERITAGE DISPOSAL AND STORAGE LLC.



LEGAL DESCRIPTION - Tract No. 47A (continued)

90°57'59" and running southerly, a distance of Nineteen and Ninety Two Hundredths (19.92) feet; thence deflecting left 50°39'26" and running southeasterly, a distance of Twenty Six and Thirty Six Hundredths (26.36) feet; thence deflecting left 37°24'53" and running easterly, a distance of Fifty Nine and Eleven Hundredths (59.11) feet; thence deflecting left 16°53'02" and running northeasterly, a distance of One Hundred Nine and Sixty Two Hundredths (109.62) feet; thence deflecting left 89°03'11" and running northerly, a distance of Forty and Twenty Two Hundredths (40.22) feet; thence deflecting left 79°21'58" and running westerly, a distance of One Hundred Forty Two and Ninety Six Hundredths (142.96) feet; thence deflecting right 04°23'53" and running westerly, a distance of Twenty Two and Twenty One Hundredths (22.21) feet; thence deflecting left 00°59'25" and running westerly, a distance of One Hundred Fourteen and Fifty Nine Hundredths (114.59) feet; thence deflecting left 00°52'37" and running westerly, a distance of Twenty Seven and Eighty Two Hundredths (27.82) feet; thence deflecting left 02°09'53" and running westerly, a distance of Twenty Six and Two Tenths (26.20) feet; thence deflecting right 00°49'42" and running westerly, a distance of Fifty Four and Seven Tenths (54.70) feet; thence deflecting right 11°04'02" and running westerly, a distance of Eighty Three and Ninety Seven Hundredths (83.97) feet; thence deflecting right 08°14'19" and running westerly, a distance of Eighty One and Forty Four Hundredths (81.44) feet; thence deflecting right 08°20'04" and running northwesterly, a distance of Sixty Three and Forty Three Hundredths (63.43) feet to the ACTUAL point of beginning.

Said aforementioned tract, less the above described exception, containing 158.983 acres, more or less, of which, 7.163 acres, more or less is presently occupied by public road right of way.

SURVEYOR'S CERTIFICATE

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

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



PART OF THE NW1/4 & PART OF THE NE 1/4 OF SECTION 19-T11N-R10W	CAMP 47A8.000
PART OF THE NE1/4 OF SECTION 24-T11N-R11W HALL COUNTY, NEBRASKA	08-08-2008
LAND SURVEY	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 302-8465 - AREA CODE 808 GRAND ISLAND, NEBRASKA 68802-0339	
	L.W.

TRACT NO. 47A & B

EXHIBIT "A" ATTACHED TO AND MADE A PART OF QUILCLAIM DEED-TRACT 47A