

Entered as Instrument No. 45

0200006397

STATE OF NEBRASKA)
COUNTY OF HALL) SS

JUN 07 7 PM 2 38

Kathy Leonard

REG OF DEEDS 45.50

CASH

CHECK

REFUNDS:

CASH

CHECK

Cornhusker Army Ammunition Plant
Hall County, Nebraska
Acquisition Tract Nos. 98 and Portion of 99
Land Management Tract 55

QUITCLAIM DEED

NEBRASKA DOCUMENTARY	
STAMP TAX	
Date	8-7-2000
Exempt #	2
By	SA

G.I. ABSTRACT

KNOW ALL BY THESE PRESENTS:

200006397

THIS QUITCLAIM DEED is made this 2nd day of June, 2000, by and between the UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the SECRETARY OF THE ARMY, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063), ("said Act"), and Michael Schneider, 15681 California Street, Omaha, Nebraska 68118, hereinafter referred to as Grantee.

WITNESSETH:

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

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

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

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

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

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

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

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[Handwritten signature]

I. CONVEYANCE

200006397

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of **Six Hundred Ninety-Seven Thousand Eight Hundred Twenty and No/100 dollars (\$697,820)**; the receipt of which is hereby acknowledged by **Grantor**; and, (2) the specific agreements hereinafter made by **Grantee**, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the **Grantee**, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising a part of the Northeast quarter (NE1/4) and all of the Southeast quarter (SE1/4) of Section 25, Township 11 North, Range 11 West of the Sixth Principal Meridian, containing 303.426 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

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

III. CERCLA COVENANT AND RESERVED ACCESS

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

b. **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of

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

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

This conveyance is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the property hereby conveyed to the extent and only to the extent the same are valid and affect the property:

Federal Facility Agreement:

A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army effective September 1990, and a copy of any amendments thereto, are available for the **Grantee's** review at the Office of the Commander's Representative. The person or entity to which the property is transferred agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The **Grantee** further agrees that notwithstanding any other provisions of the property transfer, the United States assumes no liability to the person or entity to whom the property is transferred should implementation of the FFA interfere with their use of the property. The **Grantee** or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

V. GENERAL EXCEPTIONS TO CONVEYANCE

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

a. All existing permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, recreational trails,

railroads, pipelines, ditches and canals on, over and across said land, whether or not of record, including but not limited to those previously mentioned.

b. Any zoning laws, 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. All other existing Army outgrants and Installation Commander agreements, whether of record or not.

h. Easements for county roads over and across the south 50 feet, the east 33 feet and the north 33 feet of the Property. The locations and extent of these easements are indicated on the attached Exhibit "A".

VI. MISCELLANEOUS GRANTEE COVENANTS

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described in Section IV and subparagraphs a and b of this Section VI which follow in this Quitclaim Deed. In addition, **Grantor** shall be deemed a beneficiary of each of the agreements and covenants described in Section IV and subparagraphs a and b of this Section VI which follow, 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 agreements and covenants described in Section IV and subparagraphs a and b of this Section VI which follow, in any court of competent jurisdiction. Notwithstanding the foregoing, **Grantor** shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants. Notwithstanding the foregoing, except for lessees of **Grantee**, **Grantee** shall have no affirmative duty to assure performance by its successors and assigns or otherwise enforce any of the agreements and covenants of this Quitclaim Deed against its successors or assigns.

a. Except as otherwise stated in this Quitclaim Deed, it is understood and agreed by **Grantee**, for itself and its successors and assigns, that (1) 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; (2) Grantor shall not be liable for any latent or patent defects in the Property; and (3) 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 shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions set out in Section IV herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

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

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

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be affixed this 2nd day of June, 2000.

UNITED STATES OF AMERICA

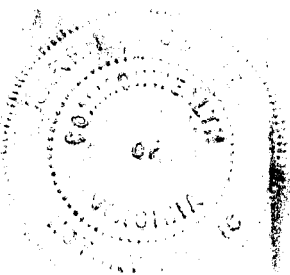
By Paul W. Johnson
PAUL W. JOHNSON
Deputy Assistant Secretary of the Army (I&H)

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 30th day of November, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 2nd day of June, 2000, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Yaren A. Cooper
Notary Public

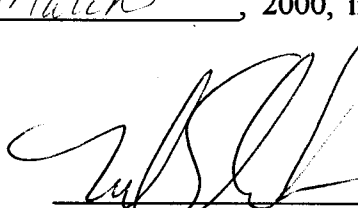
My commission expires: 30 November 2002



GRANTEE'S ACCEPTANCE

I, the undersigned **Grantee**, do hereby accept the herein described property, subject to the reservations, restrictions, conditions and exceptions hereinabove expressed.

Executed this 20th day of March, 2000, in Douglas County, State of Nebraska.



MICHAEL SCHNEIDER

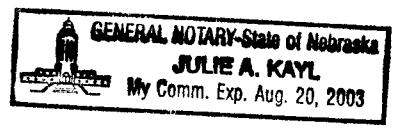
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

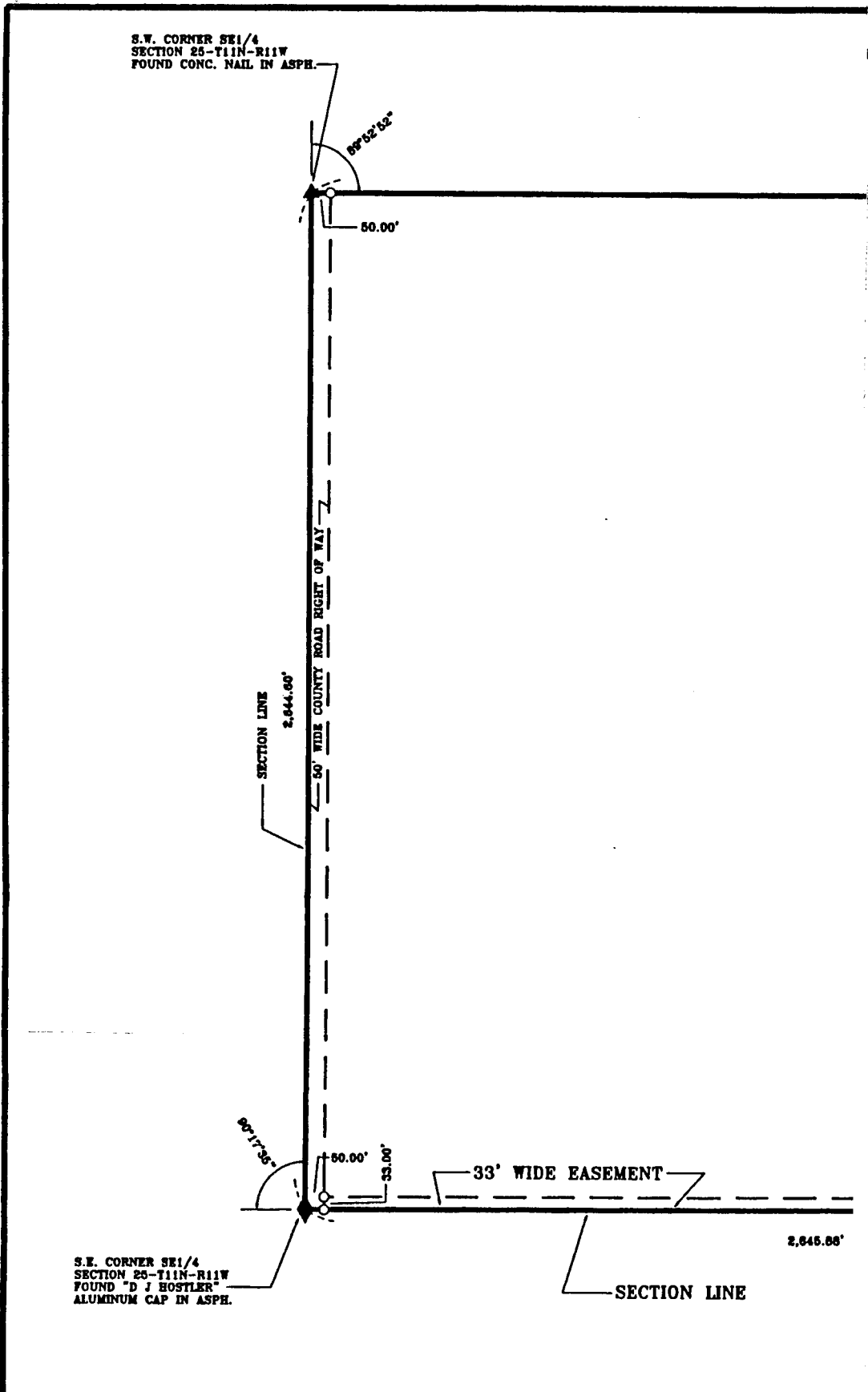
The foregoing Quitclaim Deed was acknowledged before me this 20th day of March, 2000, by **Michael Schneider**.



Notary Public

My commission expires: 8-20-2003





LEGAL DESCRIPTION

A tract of land comprising a part of the Northeast Quarter (NE1/4) and all of the Southeast Five (25), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska as follows:

Beginning at a point on the east line of said Northeast Quarter (NE1/4), said point being Two Six Hundredths (277.86) feet south of the northeast corner of said Northeast Quarter (NE1/4) and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand Three Two Hundredths (2,387.82) feet to 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 Forty Five and Eighty Eight Hundredths (2,645.88) feet to the southeast corner of said Southeast Quarter (SE1/4); thence running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance Four and Six Tenths (2,644.60) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting right 89°52'52" and running northerly, along and upon the west line of said Southeast Quarter (SE1/4), a distance of Five Thousand Six and Seventy One Hundredths (2,916.94) feet to a point, said point being Two Hundred Ninety One and Ninety Four Hundredths (291.94) feet east of the northeast corner of said Northeast Quarter (NE1/4); thence deflecting right 89°58'58" and running easterly, a distance Thirty Four and One Hundredth (2,634.01) feet to the point of beginning and containing 30:

200006397

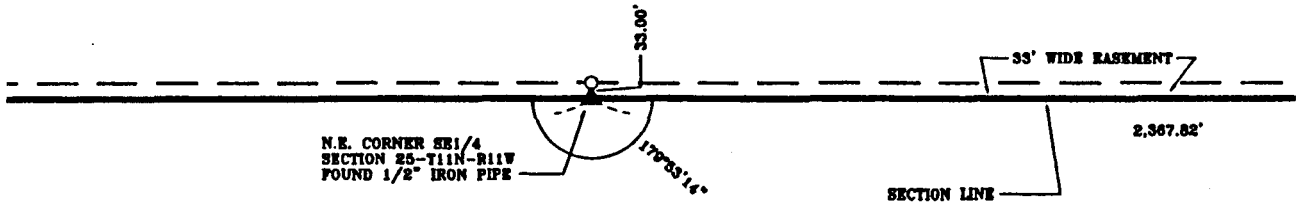
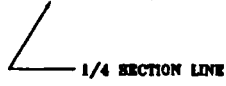
NOTE: ALL PROPERTY DIMENSIONS AND ANGLES SHOWN ARE ACTUAL DISTANCES AND ANGLES



SCALE 1"=200'

O - INDICATES 1/2" IRON PIPE PLACED

5,006.73'



SURVEYOR'S CERTIFICATE

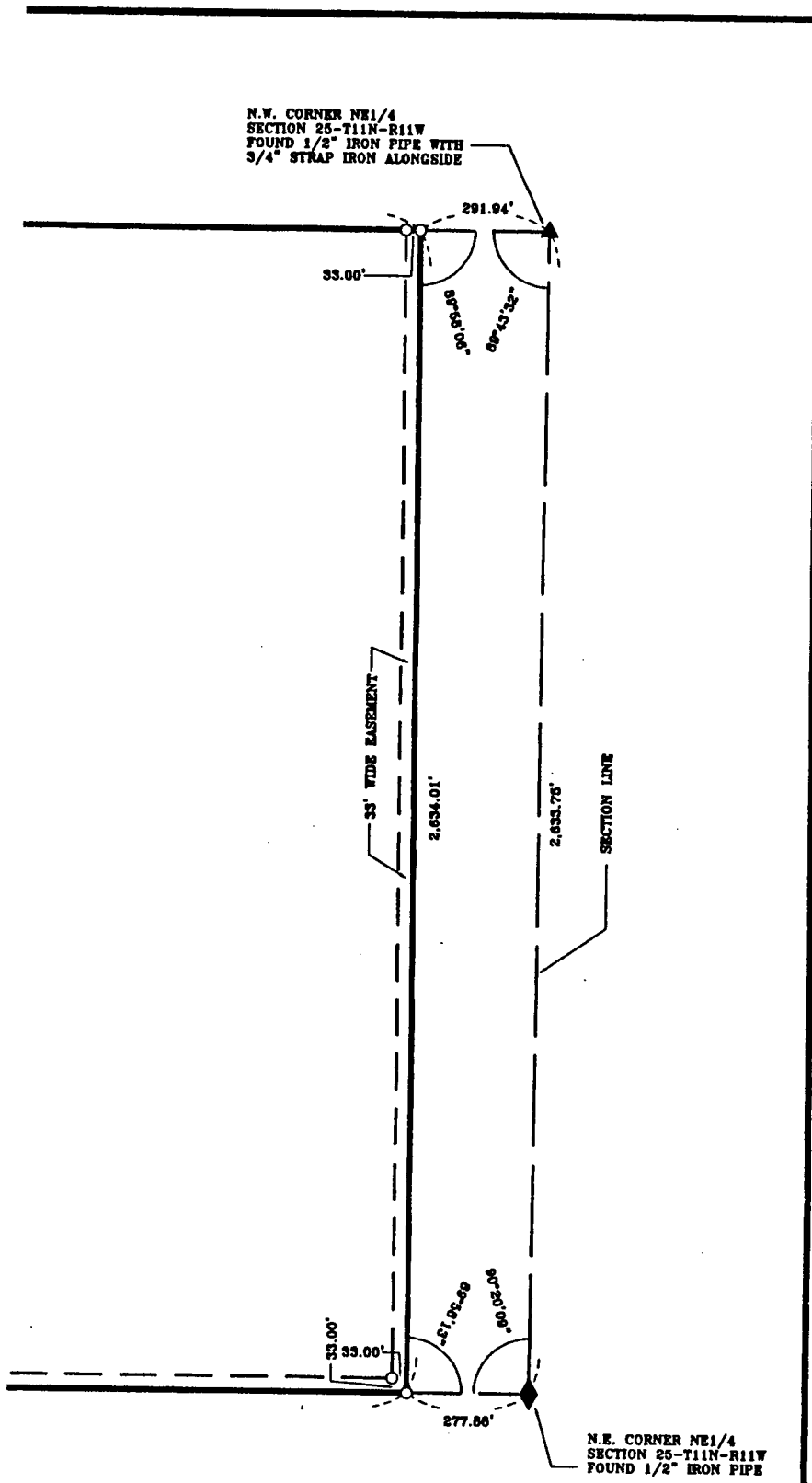
Quarter (SE1/4) of Section Twenty
is, and more particularly described

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

Hundred Seventy Seven and Eighty
); thence running southerly, along
e Hundred Sixty Seven and Eighty
ence deflecting left 00°06'46" and
nce of Two Thousand Six Hundred
Quarter (SE1/4); thence deflecting
arter (SE1/4), a distance of Two
Southeast Quarter (SE1/4); thence
outheast Quarter (SE1/4) and the
hree Hundredths (5,006.73) feet to
south of the northwest corner of
ance of Two Thousand Six Hundred
1.426 acres, more or less.

Daniel J. Hostler
Daniel J. Hostler, L. S. No. 263





survey of the described

PART OF THE NE1/4 AND
ALL OF THE SE1/4
SECTION 25-T11N-R11W
HALL COUNTY, NEBRASKA

06-05-99

L.W.

LAND SURVEY

BENJAMIN & ASSOCIATES, INC.
ENGINEERS & SURVEYORS

P. O. BOX 259 - PHONE 302-841
COUNCIL BLUFFS, IOWA

TRACT NO. 55

EXHIBIT "A" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED (TRACT 55)

201203681

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2012 MAY 8 PM 4 18

Mitchell Clark
HALL CO. REGISTER OF DEEDS

CASH 31,317.00
CHECK _____

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 5-08-2012
\$31,325.00 By 2012 W



201203681

After recording, return to:
Ronald L. Comes
McGrath North Mullin & Kratz, PC LLO
1601 Dodge Street, Suite 3700
Omaha, NE 68102

SPECIAL WARRANTY DEED

C
42.00

KNOW ALL MEN BY THESE PRESENTS, that Michael Schneider and Laurie Schneider, husband and wife, Grantors, in consideration of One Dollar in hand paid by Kaboom, LLC, a Nebraska limited liability company, Grantee, does hereby grant, bargain, sell and convey unto the said Grantee, the following described real estate situated in the County of Hall and State of Nebraska, to-wit:

See Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD, subject to the Exceptions hereinafter described, the above described real estate, together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's successors and assigns forever.

And the said Grantors hereby covenant with the Grantee that Grantors:


- a. are lawfully seized of said real estate, subject to easements, covenants, restrictions and reservations of record, including but not limited to those items described on Exhibit B attached hereto and incorporated herein (collectively the "Exceptions");
- b. have legal power and lawful authority to convey the same; and
- c. warrant and will defend the title to said real estate, except for the Exceptions, against the lawful claims or demands of all persons claiming the same or any part thereof by, through or under Grantors, and against no other claims or demands.

Pursuant to Section VI of the Quitclaim Deeds described on Exhibit B, Grantors incorporate by reference herein the environmental protection provisions of Section IV thereof as agreements and covenants running with the land. Grantee, by acceptance hereof, agrees to abide by the same and shall include and require the inclusion of any such environmental protection provisions in all further deeds, transfers, leases or grant of any interest, privilege or license of said real estate.

E-Statement

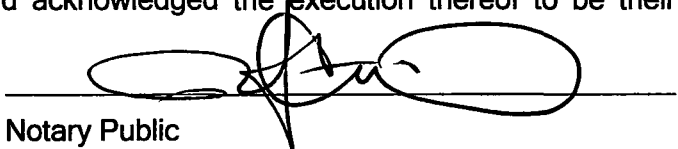
IN WITNESS WHEREOF we have hereunto set our hand this 4th day of May, 2012.


Michael Schneider


Laurie Schneider

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me on May 4th, 2012, by Michael Schneider and Laurie Schneider, known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.


Notary Public

My commission expires 3/25/14



Exhibit ALegal Description

PARCEL 1: A tract of land comprising a part of the Northeast Quarter (NE1/4) and all of the Southeast Quarter (SE1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the east line of said Northeast Quarter (NE1/4), said point being Two Hundred Seventy Seven and Eighty Six Hundredths (277.86) feet south of the northeast corner of said Northeast Quarter (NE1/4); thence running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand Three Hundred Sixty Seven and Eighty Two Hundredths (2,367.82) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting left $00^{\circ} 06' 46''$ and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Forty Five and Eighty Eight Hundredths (2,645.88) feet to the southeast corner of said Southeast Quarter (SE1/4); thence deflecting right $90^{\circ} 17' 35''$ and running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Forty Four and Six Tenths (2,644.60) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting right $89^{\circ} 52' 52''$ and running northerly, along and upon the west line of said Southeast Quarter (SE1/4) and the west line of said Northeast Quarter (NE1/4), a distance of Five Thousand Six and Seventy Three Hundredths (5,006.73) feet to a point, said point being Two Hundred Ninety One and Ninety Four Hundredths (291.94) feet south of the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right $69^{\circ} 58' 06''$ and running easterly, a distance of Two Thousand Six Hundred Thirty Four and One Hundredths (2,634.01) feet to the point of beginning

PARCEL 2: A tract of land comprising a part of the Northeast Quarter (NE1/4) and all of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE1/4); thence running westerly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of One Thousand Five Hundred Fourteen and Fifty Five Hundredths (1,514.55) feet to a point of curvature; thence running southwesterly along and upon the arc of a curve to the left whose radius is 102.61 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Fifty Eight and Thirty Seven Hundredths (58.37) feet (long chord distance = 57.59', long chord deflecting left $16^{\circ} 17' 50''$ from the previously described course) to a point of tangency; thence running southwesterly, along and upon the southwesterly prolongation of the final tangent of the previously described curve, said prolongation deflecting left $16^{\circ} 17' 50''$ from the chord of the previously described curve, a distance of Two Hundred Eighty Three and Seventeen Hundredths (283.17) feet to a point of curvature; thence running southwesterly, along and upon the arc of a curve to the right whose radius is 494.74 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Two Hundred Eighty

Three and Ninety Four Hundredths (283.94) feet (long chord distance = 280.06', long chord deflecting right $16^{\circ} 26' 30''$ from the previously described course) to a point of tangency; thence running westerly, along and upon the westerly prolongation of the final tangent of the previously described curve, said prolongation deflecting right $16^{\circ} 26' 30''$ from the chord of the previously described curve, a distance of Five Hundred Seventy and Eighty Four Hundredths (570.84) feet to a point on the west line of said Northeast Quarter (NE1/4), said point being Two Hundred Forty Three and Seventy Four Hundredths (243.74) feet south of the northwest corner of said Northeast Quarter (NE1/4); thence deflecting left $90^{\circ} 13' 15''$ and running southerly, along and upon the west line of said Northeast Quarter (NE1/4) and the west line of said Southeast Quarter (SE1/4), a distance of Five Thousand Twenty Seven and Five Hundredths (5,027.05) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting left $89^{\circ} 42' 55''$ and running easterly, along and upon the south line of said Southeast Quarter (SE1/4) a distance of Two Thousand Six Hundred Forty Four and Ninety Eight Hundredths (2,644.98) feet to the southeast corner of said Southeast Quarter (SE1/4); thence deflecting left $90^{\circ} 07' 05''$ and running northerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Thirty Nine and Nine Hundredths (2639.09) feet to the southeast corner of said Northeast Quarter (NE1/4); thence deflecting left $00^{\circ} 16' 05''$ and running northerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Forty Eight (2,648.00) feet to the point of beginning AND

A tract of land comprising a part of the Northwest Quarter (NW1/4) and all of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the east line of said Northwest Quarter (NW1/4), said point being Two Hundred Forty Three and Seventy Four Hundredths (243.74) feet south of the northeast corner of said Northwest Quarter (NW1/4); thence running southerly, along and upon the east line of said Northwest Quarter (NW1/4) and the east line of said Southwest Quarter (SW1/4), a distance of Five Thousand Twenty Seven and Five Hundredths (5,027.05) feet to the southeast corner of said Southwest Quarter (SW1/4); thence deflecting right $90^{\circ} 31' 10''$ and running westerly, along and upon the south line of said Southwest quarter (SW1/4), a distance of Two Thousand Six Hundred Sixty Two and Forty Two Hundredths (2,662.42) feet to the southwest corner of said Southwest Quarter (SW1/4); thence deflecting right $89^{\circ} 34' 15''$ and running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Forty Five and Eighty Eight Hundredths (2,645.88) feet to the southwest corner of said Northwest Quarter (NW1/4); thence deflecting right $00^{\circ} 06' 46''$ and running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Three Hundred Sixty Seven and Eighty Two Hundredths (2367.82) feet to a point, said point being Two Hundred Seventy Seven and Eighty Six Hundredths (277.86) feet south of the northwest corner of said Northwest Quarter (NW1/4); thence deflecting right $90^{\circ} 01' 47''$ and running easterly, a distance of Two Thousand Six Hundred Forty Nine and Seventy Eight Hundredths (2,649.78) feet to the point of beginning

PARCEL 3: A tract of land comprising all of the Northwest Quarter (NW1/4) and a part of the Northeast Quarter (NE1/4) in Section Five (5), 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 Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty One and Twenty Three Hundredths (2,641.23) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting left 00° 00' 30" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Seven Hundred One and Forty Four Hundredths (701.44) feet; thence deflecting right 89° 39' 33" and running southerly, a distance of Two Thousand Six Hundred Forty Five and Forty Four Hundredths (2,645.44) feet to a point on the south line of said Northeast Quarter (NE1/4); thence deflecting right 90° 20' 55" and running westerly, along and upon the south line of said Northeast Quarter (NE1/4) and along and upon the south line of said Northwest Quarter (NW1/4), a distance of Three Thousand Three Hundred Eleven and Forty Four Hundredths (3,311.44) feet to the southwest corner of said Northwest Quarter (NW1/4); thence deflecting right 88° 58' 30" and running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Five and Seventy Six Hundredths (2645.76) feet to the point of beginning AND

A tract of land comprising all of the Southwest Quarter (SW1/4) and a part of the Southeast Quarter (SE1/4) in Section Five (5), 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 easterly, along and upon the north line of said Southwest Quarter (SW1/4) and along and upon the north line of said Southeast Quarter (SE1/4), a distance of Three Thousand Three Hundred Eleven and Forty Four Hundredths (3,311.44) feet; thence deflecting right 89° 39' 05" and running southerly, a distance of Two Thousand Six Hundred Forty Three and Thirty Three Hundredths (2,643.33) feet to a point on the south line of said Southeast Quarter (SE1/4); thence deflecting right 90° 15' 27" and running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Six Hundred Twenty and Forty Seven Hundredths (620.47) feet to the southeast corner of said Southwest Quarter (SW1/4); thence deflecting left 00° 01' 10" and running westerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Sixty Nine and Twenty Two Hundredths (2,669.22) feet to the southwest corner of said Southwest Quarter (SW1/4); thence deflecting right 89° 17' 38" and running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Forty Nine and Fifty Nine Hundredths (2,649.59) feet to the point of beginning

PARCEL 4: A tract of land comprising all of the Southwest Quarter (SW1/4) and a part of the Southeast Quarter (SE1/4) of Section Six (6), Township Eleven (11) North, Range Ten (10) West of the 6th P.m., Hall County, Nebraska, and more particularly described as follows: Beginning at the southwest corner of said Southwest Quarter (SW1/4); thence running northerly along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Fifty and Twenty Eight Hundredths (2,650.28)

feet to the northwest corner of said Southwest Quarter (SW1/4); thence deflecting right $89^{\circ} 59' 47''$ and running easterly, along and upon the north line of said Southwest Quarter (SW1/4) and the north line of said Southeast Quarter (SE1/4), a distance of Three Thousand Five Hundred Twenty Four and Six Hundredths (3,524.06) feet; thence deflecting right $82^{\circ} 01' 14''$ and running southeasterly, a distance of Four Hundred Fourteen and Five Hundredths (414.05) feet, thence deflecting right $07^{\circ} 15' 50''$ and running southerly, a distance of Two Thousand Two Hundred Thirty Nine and Eighty Five Hundredths (2,239.85) feet to a point on the south line of said Southeast Quarter (SE1/4); thence deflecting right $90^{\circ} 12' 05''$ and running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Nine Hundred Eighty Seven and Seven Tenths (987.70) feet to the southeast corner of said Southwest Quarter (SW1/4); thence deflecting right $00^{\circ} 00' 02''$ and running westerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Two and Thirty Three Hundredths (2,602.33) feet to the point of beginning

Exhibit B

Exceptions

Notice of Easement and Easement for Electric Distribution System executed by The Secretary of the Army under and by Virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668 to Southern Nebraska Rural Public Power District. Easement dated January 27, 1997 and Notice of Easement dated February 12, 1997, all filed March 4, 1997 in the Register of Deeds Office as Document No. 97-101563. (Parcels 1 & 2 & 3 & 4)

Department of the Army, Easement for Public Road or Street located on Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed May 15, 2000 in the Register of Deeds Office as Document No. 200003926. (Parcels 1 & 2)

Restrictions and Conditions & Perpetual and Assignable Easement and Right of Way Access as shown in Quit Claim Deed filed August 7, 2000 in the Register of Deeds Office as Document No. 200006397. (Parcel 1)

Department of the Army Amendment No. 1 to Easement No. DACA45-1-00-6023, Cornhusker Army Ammunition Plant, Hall County, Nebraska filed February 28, 2001 in the Register of Deeds Office as Document No. 200101488. (Parcels 1 & 2 & 3 & 4)

Department of the Army Amendment No. 2 to Easement No. DACA45-2-01-6078, Cornhusker Army Ammunition Plant, Hall County, Nebraska filed August 22, 2001 in the Register of Deeds Office as Document No. 200208779. (Parcels 1 & 2)

Agreement and Declaration of Covenants, Restrictions and Conditions between DTE Rail Services, Inc. and the County of Hall, filed December 4, 2009 in the Register of Deeds Office as Document No. 200909550. (Parcels 1 & 2 & 3 & 4)

Restrictions and Conditions & Perpetual and Assignable Easement and Right of Way Access as shown in Quit Claim Deed filed August 7, 2000 in the Register of Deeds Office as Document No. 200006398. (Parcel 2)

Easement for Public Road or Street executed by the Secretary of the Army under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668 to Hall County. Easement dated September 14, 1999, filed September 14, 1999 in the Register of Deeds Office as Document No. 99-109121. (Parcels 2 & 3 & 4)

Department of the Army, Easement for Drainage Channels located on Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed May 15, 2000 in the Register of Deeds Office as Document No. 200003927. (Parcel 2)

Restrictions and Conditions & Perpetual and Assignable Easement and Right of Way Access as shown in Quit Claim Deed filed August 7, 2000 in the Register of Deeds Office as Document No. 200006391. (Parcel 2)

Restrictions and Conditions & Perpetual and Assignable Easement and Right of Way Access as shown in the Quitclaim Deed filed April 17, 2003 in the Register of Deeds Office as Document No. 200304712. (Parcel 2)

Department of the Army Easement for Public Recreational Trail located on Cornhusker Army Ammunition Plant, Hall County, Nebraska filed June 4, 2001 in the Register of Deeds Office as Document No. 200105237. (Parcels 3 & 4)

Easements as shown on the survey by Benjamin & Associates, Inc. Engineers & Surveyors, dated August 29, 2000 attached to Quit Claim Deed filed December 26, 2001 in the Register of Deeds Office as Document No. 200113331 and Quit Claim Deed filed December 26, 2001 in the Register of Deeds Office as Document No. 20113332. (Parcel 3)

Restrictions and Conditions & Perpetual and Assignable Easement and Right of Way Access as shown in Quit Claim Deed filed December 26, 2001 in the Register of Deeds Office as Document No. 200113331 and Quit Claim Deed filed December 26, 2001 in the Register of Deeds Office as Document No. 20113332. (Parcel 3)

Department of the Army, Assignment of Easement Interests for Access Roads and Railroad Facilities and Bill of Sale for Rails, Ties, Beds and Ballast located on Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed January 19, 2006 in the Register of Deeds Office as Document No. 200600528. (Parcel 3)

Terms and Conditions as stated in Document recorded October 14, 2010 in the Register of Deeds Office as Document No. 201007566. (Parcel 3)

Easement for Pipeline Right of Way located on Cornhusker Army Ammunitions, Hall County, Nebraska executed by The Secretary of the Army to Northwestern Public Services. Easement for Pipeline Right of way filed August 10, 1999 in the Register of Deeds Office as Document No. 99-108017. (Parcel 4)

Amendment No. 1 to Easement No. DACA 45-2-00-6022, Cornhusker Army Ammunition Plant, Hall County, Nebraska dated May 31, 2000, filed September 15, 2000 in the Register of Deeds Office as Document No. 200007605. (Parcel 4)

Restrictions and Conditions & Perpetual and Assignable Easement and Right of Way Access as shown in Quit Claim Deed filed December 26, 2001 in the Register of Deeds Office as Document No. 200113330. (Parcel 4)

Department of the Army, Assignment of Easement Interests for Access Roads and Railroad Facilities and Bill of Sale for Rails, Ties, Beds and Ballast located on Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed January 19, 2006 in the Register of Deeds Office as Document No. 200600528. (Parcel 4)

Agreement and Declaration of Covenants, Restrictions and Conditions between DTE Rail Services, Inc. and the County of Hall, filed December 4, 2009 in the Register of Deeds Office as Document No. 200909550. (Parcel 4)

Instrument of Transfer of Right to Use Ground Water filed May 2, 2012 in the Register of Deeds Office as Document No. 201203506. (Parcels 2 and 4)

Instrument of Transfer of Right to Use Ground Water filed May 2, 2012 in the Register of Deeds Office as Document No. 201203507. (Parcels 2 and 3)

All notices, exceptions, restrictions, reservations and covenants described under Section IV of the Quitclaim Deeds referred to above and all exceptions described under Section V or shown on Exhibit A to the Quitclaim Deeds referred to above.