

Entered as Instrument No.  
0200004082

45.50

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

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*Kathy Beach*  
REG OF DEEDS

200004082

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REFUNDS: \_\_\_\_\_

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NEBRASKA DOCUMENTARY  
STAMP TAX  
Dms 5-18-2008  
Exempt # 2 By KB

RESERVED FOR REGISTER OF DEEDS RECORDING SPACE  
(Sec. 23-1503.01)  
HALL COUNTY, NE

*Dag Richter*

200004082

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Acquisition Tract Nos. 86 and 87  
Land Management Tract 44

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 18th day of April, 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 **Doug Petersen, 1414 E. Capital, Grand Island, Nebraska 68801**, 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.

## **I. CONVEYANCE**

**Grantor**, for and in consideration of: (1) good and valuable consideration in the sum of **Three Hundred Eighty-Seven Thousand Three Hundred Sixty and No/100 dollars (\$387,360)**; 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 lying comprising the Southeast Quarter (SE1/4) of Section 23, Township 11 North, Range 11 West of the Sixth Principal Meridian, containing 161.437 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:

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

Department of the Army Lease DACA45-1-99-6068 (Land Management Parcel #44) granted to Bob Peters for the period March 1, 1999 through February 29, 2000.

### 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.

### 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, ordinance, 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. Cropland Lease No. DACA45-1-99-6068, until February 29, 2000, and all other existing outgrants, and Installation Commander agreements, whether or not of record or otherwise approved in writing by **Grantee**.

h. Subject to easements for county roads over and across the south 33 feet and the east 33 feet of the Property. Also, subject to an easement for a recreation trail over and across the west 30 feet of the Property and the north 30 feet of the south 63 feet of the Property. **Grantee** is not permitted to disturb the area lying within the recreation trail easement. 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 hereinabove identified in this Quitclaim Deed. In addition, **Grantor** and its assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, **Grantor**, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

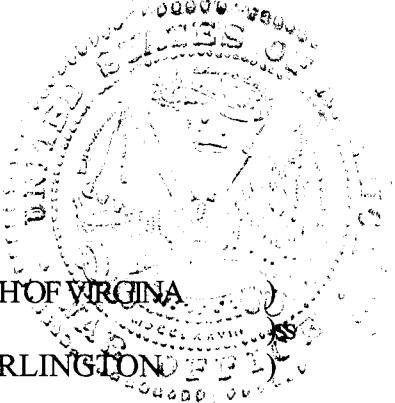
a. It is understood and agreed by **Grantee**, for itself and its successors and assigns, that the Property is conveyed "*as is*" and "*where is*" without any representation or warranty on the part of **Grantor** to make any alterations, repairs or additions. **Grantor** shall not be liable for any latent 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.

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 18th day of April, 2000.



**UNITED STATES OF AMERICA**

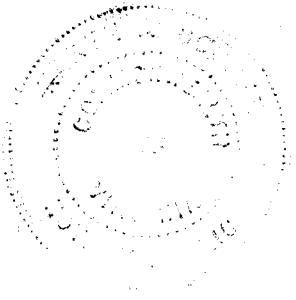
By: Paul W. Johnson  
**PAUL W. JOHNSON**  
Deputy Assistant Secretary of the Army (I&H)

COMMONWEALTH OF VIRGINIA  
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 18th day of April, 2000, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Karen A. Cooper  
Notary Public

My commission expires: 30 November 2002



GRANTEE ACCEPTANCE

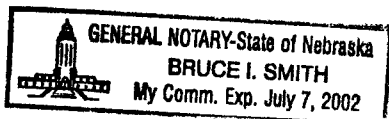
I, the undersigned Grantee, do hereby accept the herein described property, subject to the reservations, restrictions, conditions and exceptions hereinabove expressed.

Executed this 27<sup>th</sup> day of Oct, 99, in Hall County, State of Nebraska.

*Doug Petersen*  
Doug Petersen

STATE OF NEBRASKA )  
  )ss  
COUNTY OF HALL        )

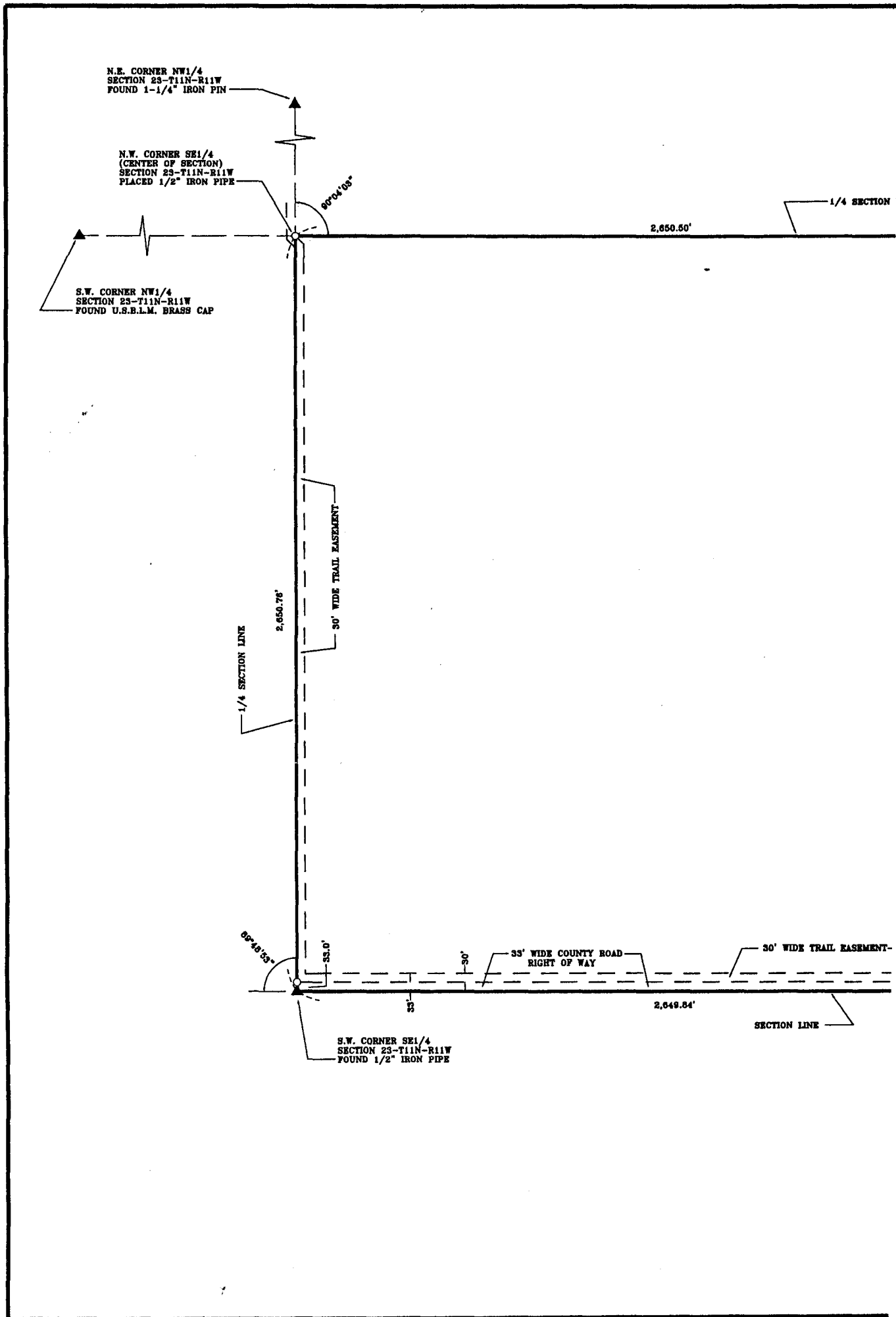
The foregoing Quitclaim Deed was acknowledged before me this 27<sup>th</sup> day of October, 1999, by Doug Petersen.



*Bruce I. Smith*  
Notary Public

My commission expires: July 7, 2002

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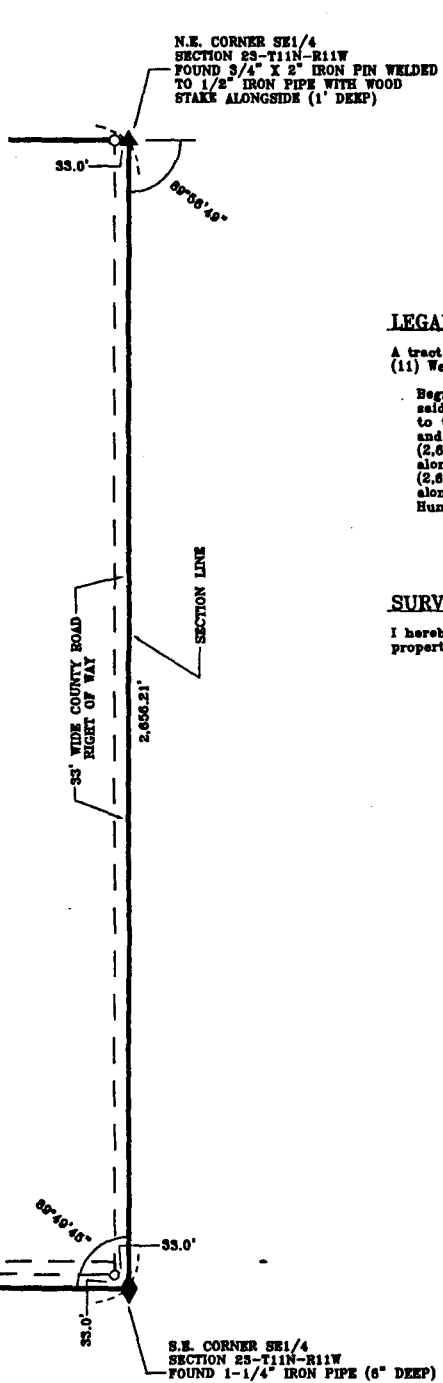




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○ - INDICATES 1/2" IRON PIPE PLACED

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



**LEGAL DESCRIPTION**

A tract of land comprising all of the Southeast Quarter (SE1/4) of Section Twenty Three (23), 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 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 of Two Thousand Six Hundred Forty Nine and Eighty Four Hundredths (2,649.84) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting right 89°45'53" and running northerly, along and upon the west line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Fifty and Seventy Six Hundredths (2,650.76) feet to the northwest corner of said Southeast Quarter (SE1/4); thence deflecting right 90°04'03" and running easterly, along and upon the north line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Fifty and Five Tenths (2,650.50) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting right 89°56'49" and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Fifty Six and Twenty One Hundredths (2,656.21) feet to the point of beginning and containing 161.457 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.

*Daniel J. Hostler*  
Daniel J. Hostler, Registered Land Surveyor No. 19-263



EXHIBIT "A"

TRACT NO. 44

ALL OF THE SE1/4 SECTION 23-T11N-R11W HALL COUNTY, NEBRASKA		06-23-99
LAND SURVEY		L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 238 - PHONE 388-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0538		DE-OR-OR MARKS R.O.W. & TRAILS