

Entered As Instrument No. 0200203896

STATE OF NEBRASKA)
COUNTY OF HALL) SS

02 APR 10 AM 9 25

Kathy Braash
REG. OF DEEDS

CASH _____
CHECK 66.00

REFUNDS:

CASH _____
CHECK _____

NEBRASKA DOCUMENTS
STAMP T.I.N.
Date 4-10-02
\$ Receipt # 2 BY KRB

200203896

66.00

WHEN RECORDED RETURN TO:
KUTAK ROCK LLP
1101 CONNECTICUT AVENUE, NW
WASHINGTON, DC 20036
ATTN: GEORGE SCHLOSSBERG, ESQ.

RECORDER STAMP

QUITCLAIM DEED

**Cornhusker Army Ammunition Plant
Hall County, Nebraska**

**Acquisition Tracts Nos. 90, 91, 92, 94, 95, 96, 97 and the W½ of 99
Land Management Tracts 53 and 54**

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 26th day of February, 2002, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as **GRANTOR**, acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the **SECRETARY OF THE ARMY**, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) ("said Act"), and **FARM PROGRESS COMPANIES, INC.**, an Illinois corporation, with its principal office located at 191 South Gary Avenue, Carol Stream, Illinois 60188-2995, hereinafter referred to as **GRANTEE**.

WITNESSETH:

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

WHEREAS, said Board designated that the property to be conveyed herein be transferred to its designee, Farm Progress Companies, Inc, Grantee herein; and

WHEREAS, previous to such designation, Agricultural Institute of Nebraska, Inc., a Nebraska non-profit corporation leased 937 acres of the property to be conveyed herein; and

WHEREAS, Agricultural Institute of Nebraska, Inc., contracted with Farm Progress Companies, Inc., during the term of the said lease to conduct the annual Husker Harvest Days show on the property to be conveyed herein; 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

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

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 **One million nine hundred sixty-eight thousand dollars (\$1,968,000.00)**, the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements, hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising all of Section 26, Township 11 North, Range 11 West of the Sixth Principal Meridian, and part of the northwest quarter and all of the southwest quarter of Section 25, Township 11 North, Range 11 West of the Sixth Principal Meridian, all being in Hall County, Nebraska, containing **959.103** acres, more or less, and being more particularly shown and described on **Exhibit "A"**, which is attached hereto and made a part hereof (hereinafter referred to as the "Property").

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 in perpetuity.

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

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) of record 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 Finding of Suitability to Transfer (FOST) dated October 1998, as amended 12 July 1999, 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. A copy of the FOST, as amended, has been provided the Grantee. The Grantor covenants and warrants to the Grantee that in the event 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**. This covenant shall not apply in any case in which a person or entity to whom all or a portion of the Property is transferred or the Agricultural Institute of Nebraska, Inc. (the former lessee of the property) is a potentially responsible party with respect to the Property. The Grantor shall not incur liability for additional response action or corrective action found to be necessary after the date of conveyance **as a result of hazardous substances or petroleum products or their derivatives existing on the property prior to the date of this conveyance**, in any case in which any other non-Grantor entity is identified as the party responsible for contamination of the Property.

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.

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

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, 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: 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 Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the property transfer, the United States assumes no liability to the Grantee should implementation of the FFA interfere with its use of the property. The Grantee or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

B. FLOODPLAINS: To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988, dated May 24, 1977, the use of that portion of the Property may be subject to the National Flood Insurance Program.

V. GENERAL EXCEPTIONS TO CONVEYANCE

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

a. All existing permits, easements, and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches and canals on, over and across said land, whether or not of record.

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

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

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

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

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

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

g. Easements for county roads over the north 33 feet, south 50 feet and the west 50 feet of the property; and also subject to an easement for a drainage ditch, 86 feet in width, running north and south, generally in the center of the west half of Section 25, Township 11 North, Range 11 West of the Sixth Principal Meridian, Hall County, Nebraska. The location and extent of these easements are indicated on the attached Exhibit "A".

h. All existing outgrants (including Easement No. DACA45-2-83-6038 granted to Southern Nebraska Rural Public Power District, for an overhead electric distribution line right-of-way, 18 feet in width, beginning near the southwest corner of Section 26, then running generally west to east, near the southern edge of the Land Management Tract 53 for a distance of 2,650 feet), and Installation Commander's 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 hereinabove identified in this Quitclaim Deed. In addition, Grantor and its assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

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

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED

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.

c. The Grantee covenants not to discriminate upon the basis of race, color, religion, disability, sex, age or national origin in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The Grantor shall be deemed a beneficiary of this covenant 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 the sole right to enforce this covenant in any court of competent jurisdiction.

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.

[SIGNATURE PAGES FOLLOW]

CORNHUSKER ARMY AMMUNITION PLANT QUITCLAIM DEED
ACCEPTANCE:

200203896

IN TESTIMONY WHEREOF, witness the Grantee, Farm Progress Companies, Inc., this 18th day of January, 2002, hereby accepts and approves this Quitclaim Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, covenants, and terms contained therein.

FARM PROGRESS COMPANIES, INC.

By: *CRoth*
[NAME] Charles Roth
[TITLE] president

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

On January 18, 2002 before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Charles Roth personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

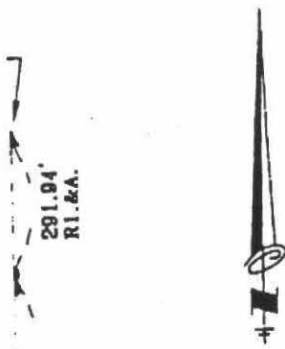


Mary V. Michel
Notary Public, State of Illinois

My commission expires: 11-05-05

Exhibit A

200203896



SCALE 1"=300'

LEGAL DESCRIPTION

A tract of land comprising all of the Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., and all of the Northeast Quarter (NE1/4), all of the Northwest Quarter (NW1/4), all of the Southwest Quarter (SW1/4), and all of the Southeast Quarter (SE1/4) of Section Twenty Six (26), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., all being in Hall County, Nebraska and more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence running northerly, along and upon the east line of the Southwest Quarter (SW1/4) and the Northwest Quarter (NW1/4) of said Section Twenty Five (25), a distance of Five Thousand Six and Seventy Three Hundredths (5,006.73) feet to a point which is Two Hundred Ninety One and Ninety Four Hundredths (291.94) feet south of the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence deflecting left $90^{\circ}01'54''$ and running westerly, a distance of One Thousand Nineteen and Forty Three Hundredths (1,019.43) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the right whose radius is 360.56 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance = 312.17' - long chord deflecting right $25^{\circ}39'05''$ from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, said prolongation deflecting right $25^{\circ}39'05''$ from the chord of the previously described curve, a distance of Eighty Five and Six Tenths (85.60) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the left whose radius is 257.73 feet, of which, the initial tangent of said curve coincides with the previously described course, a distance of Two Hundred Twenty Nine and Fifty Nine Hundredths (229.59) feet (long chord distance = 222.07' - long chord deflecting left $25^{\circ}31'12.5''$ from the previously described course) to a point of tangency, said point also being on the north line of the

5,006.73' R1.&A.

Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25) and also being along and upon the westerly prolongation of the final tangent of the previously described curve, said prolongation deflecting left $25^{\circ}31'12.5''$ from the chord of the previously described curve, a distance of One Thousand One Hundred One and Nineteen Hundredths (1,101.19) feet to the northeast corner of the Northeast Quarter (NE1/4) of said Section Twenty Six (26); thence deflecting left $00^{\circ}12'35''$ and running westerly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Forty Nine and Eighty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left $00^{\circ}08'50''$ and running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,650.34) feet to the northwest corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left $89^{\circ}54'10''$ and running southerly, along and upon the west line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Thirty Two Hundredths (2,652.32) feet to the northwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right $00^{\circ}02'40''$ and running southerly, along and upon the west line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting left $90^{\circ}19'25''$ and running easterly, along and upon the south line of the Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Fifty Four and Fifty Two Hundredths (2,654.52) feet to the southwest corner of the Southeast Quarter (SE1/4) of said Section Twenty Six (26); thence deflecting right $00^{\circ}28'50''$ and running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Three and Ninety Four Hundredths (2,653.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence deflecting left $00^{\circ}03'10''$ and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Five (25), a distance of Two Thousand Six Hundred Forty Six and Ninety Four Hundredths (2,646.94) feet to the point of beginning and containing 959.103 acres, more or less.

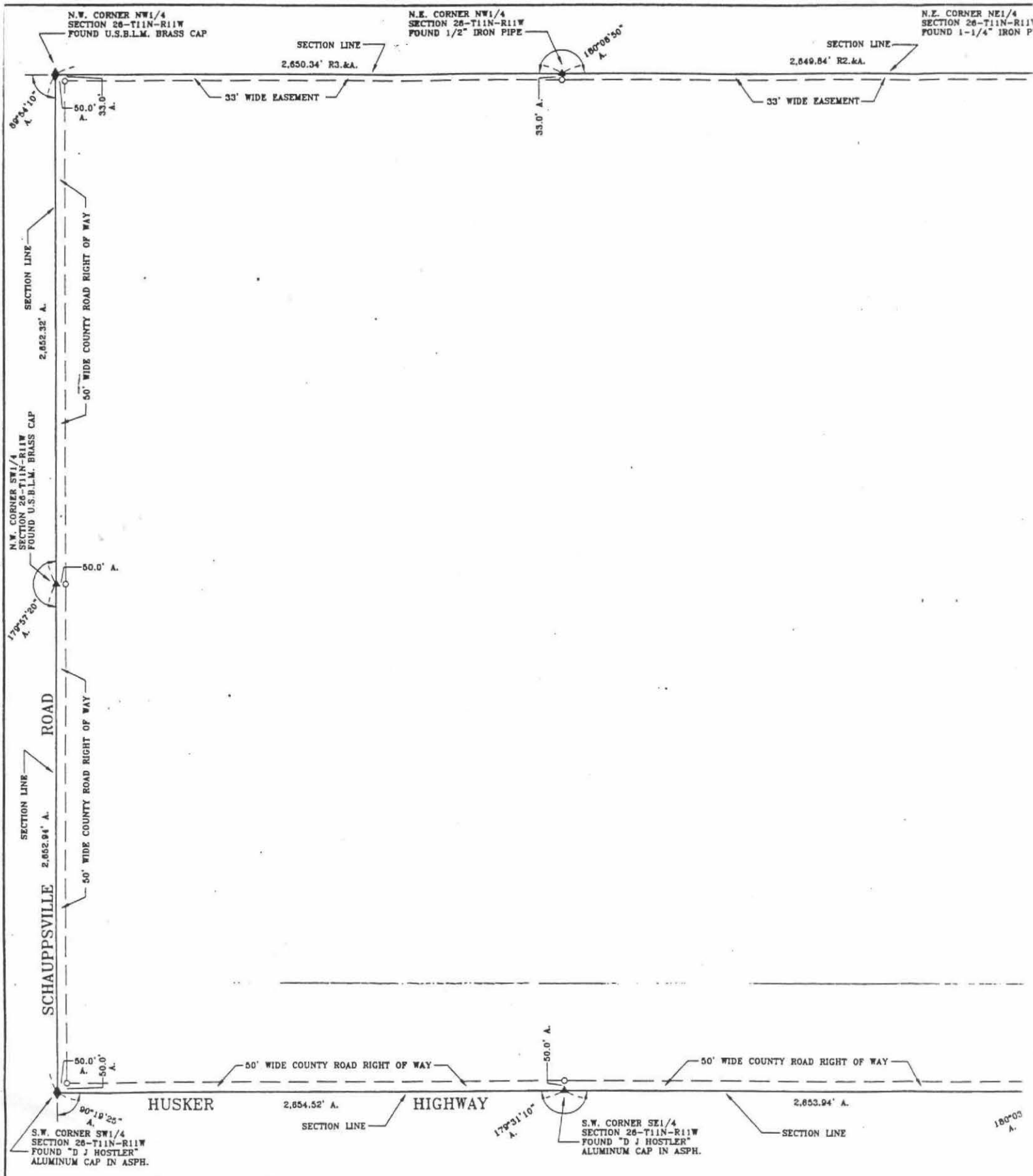
200203896

R1.=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER,
L. S. NO. 263, DATED JUNE 5, 1999
R2.=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER,
L. S. NO. 263, DATED JUNE 23, 1999
R3.=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER,
L. S. NO. 263, DATED JUNE 24, 1999
A.=ACTUAL DISTANCE AND/OR ANGLE

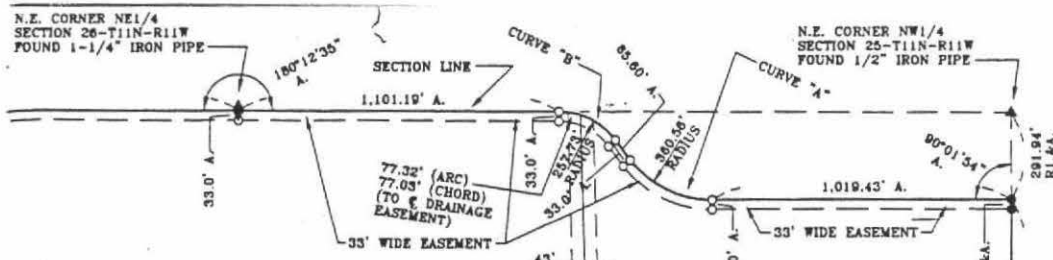
- - INDICATES 1/2" IRON PIPE FOUND
- - INDICATES 1/2" IRON PIPE PLACED

S.E. CORNER SW1/4
SECTION 25-T11N-R11W
FOUND CONC. NAIL IN ASPH.

ALL OF THE SW1/4 AND PART OF THE NW1/4 OF SECTION 25-T11N-R11W, AND OF THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 26-T11N-R11W HALL COUNTY, NEBRASKA	PLS-NUMBER-ARVEST RDAYS25829-11-11 01-08-2000-00-2000 DATE 04-08-2000 L.W.
LAND SURVEY	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	



SURVEYOR'S CERTIFICATE
I hereby certify that to the best of my knowledge and belief the foregoing is a true and correct copy of the original survey plat.



200203896

SCALE 1"=300'

CURVE DATA
CURVE "A"
 RADIUS = 380.56'
 DELTA = 51°18'10"
 ARC DISTANCE = 322.85'
 CHORD DISTANCE = 312.17'
CURVE "B"
 RADIUS = 257.73'
 DELTA = 51°02'25"
 ARC DISTANCE = 228.59'
 CHORD DISTANCE = 222.07'

LEGAL DESCRIPTION

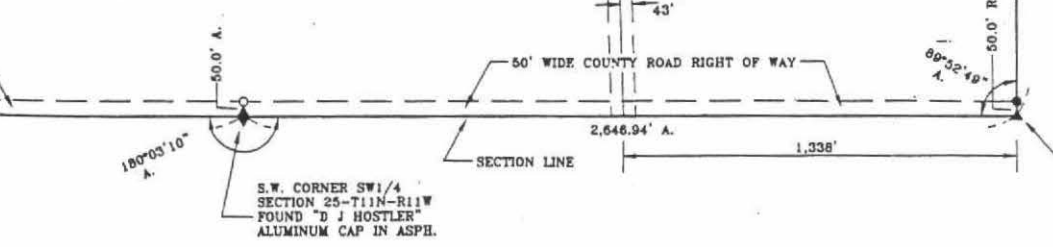
A tract of land comprising all of the Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 8th P.M., and all of the Northeast Quarter (NE1/4), all of the Northwest Quarter (NW1/4), all of the Southwest Quarter (SW1/4), and all of the Southeast Quarter (SE1/4) of Section Twenty Six (26), Township Eleven (11) North, Range Eleven (11) West of the 8th P.M., all being in Hall County, Nebraska and more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence running northerly, along and upon the east line of the Southwest Quarter (SW1/4) and the Northwest Quarter (NW1/4) of said Section Twenty Five (25), a distance of Five Thousand Six and Seventy Three Hundredths (5,006.73) feet to a point which is Two Hundred Ninety One and Ninety Four Hundredths (291.94) feet south of the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence deflecting left 90°01'54" and running westerly, a distance of One Thousand Nineteen and Forty Three Hundredths (1,019.43) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the right whose radius is 380.56 feet, of which the initial tangent of said curve coincides with the previously described course, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance = 312.17' - long chord deflecting right 25°39'05" from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance = 312.17' - long chord deflecting right 25°39'05" from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, a distance of Eighty Five and Six Tenths (85.60) feet to a point of curvature; thence running northerly, along and upon the arc of a curve to the left whose radius is 257.73 feet, of which the initial tangent of said curve coincides with the previously described course, a distance of Two Hundred Twenty Nine and Fifty Nine Hundredths (229.59) feet (long chord distance = 222.07' - long chord deflecting left 25°31'12.5" from the previously described course) to a point of tangency; said point also being on the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25) and also being along and upon the westerly prolongation of the final tangent of the previously described curve, said prolongation deflecting left 25°31'12.5" from the chord of the previously described curve, a distance of One Thousand One Hundred One and Nineteen Hundredths (1,101.19) feet to the northeast corner of the Northwest Quarter (NE1/4) of said Section Twenty Six (26); thence deflecting left 00°12'35" and running westerly, along and upon the north line of the Northwest Quarter (NE1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left 00°08'50" and running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left 89°54'10" and running southerly, along and upon the west line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right 00°24'40" and running southerly, along and upon the west line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right 00°28'50" and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Three and Ninety Four Hundredths (2,653.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting left 00°03'10" and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Forty Six and Ninety Four Hundredths (2,646.94) feet to the point of beginning and containing 959.103 acres, more or less.

R1=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER, L. S. NO. 263, DATED JUNE 5, 1999
 R2=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER, L. S. NO. 263, DATED JUNE 23, 1999
 R3=RECORDED DISTANCE ON SURVEY BY DANIEL J. HOSTLER, L. S. NO. 263, DATED JUNE 24, 1999
 A=ACTUAL DISTANCE AND/OR ANGLE

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

S.E. CORNER SW1/4 SECTION 25-T11N-R11W FOUND CONC. NAIL IN ASPH.



CERTIFICATE
 I, the undersigned, being duly sworn, depose and say that to the best of my knowledge and belief, the accompanying plot is from an accurate survey of the described property made under my supervision.

Lee D. Wagner
 Lee D. Wagner, Registered Land Surveyor, No. 357



ALL OF THE SW1/4 AND PART OF THE NW1/4 OF SECTION 25-T11N-R11W, AND OF THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 26-T11N-R11W		PLAT NO. 04-08-2000
HALL COUNTY, NEBRASKA		
LAND SURVEY		L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8485 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		

Entered As Instrument No.
0200208766

STATE OF NEBRASKA)
COUNTY OF HALL) S 66

02 AUG 21 PM 3 36

Kathy Beach
REG OF DEEDS

200208766

CASH 3113.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

AFTER RECORDING, RETURN TO:

NEBRASKA DOCUMENTARY
STAMP TAX
Date 8-21-02
\$ 3062.50 By MN

SPECIAL WARRANTY DEED

G.I. ABSTRACT

1
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THIS DEED ("Deed"), made by **Farm Progress Companies, Inc.**, an Illinois corporation, with its principal office located at 191 South Gary Avenue, Carol Stream, Illinois 60188-2995 (hereinafter referred to as "Farm Progress" or "Grantor"), and the **Rohwer Family Limited Partnership** a Nebraska Limited Partnership (hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

WHEREAS, Grantor acquired title to certain tracts of land on the former Cornhusker Army Ammunition Plant, Hall County, Nebraska commonly known as Land Management Tracts 53 and 54 ("Tracts 53 and 54") from the United States of America ("Government") by quitclaim deed recorded on April 10, 2002 in the official land records of Hall County, Nebraska as Instrument No. 200203896 ("Government Deed").

WITNESSETH, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, Grantor conveys to Grantee, a portion of Tracts 53 and 54 (as defined in Neb. Rev. Stat. 76-201) (the "Real Estate") described as follows:

SEE EXHIBIT A ATTACHED

Grantor covenants with Grantee that Grantor:

- a. is lawfully seised of such Real Estate and that it is free from encumbrances, covenants, conditions, restrictions, claims or other outstanding rights except for the easements, covenants and restrictions of record or as set forth on Exhibit B attached hereto.
- b. has legal power and lawful authority to convey the same; and
- c. warrants and will defend title to the Real Estate against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor.

In its transfer of Tracts 53 and 54 to the Grantor, the Government provided certain information regarding the environmental condition of Tracts 53 and 54. The Grantor has no knowledge regarding the accuracy of such information and makes no warranties regarding the

SPECIAL WARRANTY DEED, Farm Progress to Rowher Family Limited Partnership

1 environmental condition of any portion of Tracts 53 and 54 including the Real Estate conveyed
2 hereunder.

3
4 The italicized information below is copied verbatim (except as discussed below) from the
5 Government Deed conveying Tracts 53 and 54 to the Grantor. To the extent applicable to the
6 Real Estate conveyed hereunder, by acceptance of this Deed the Grantee hereby acknowledges
7 and assumes all responsibilities placed upon the Grantor under the terms of the aforesaid
8 Government deed to Grantor. Within the italicized information only, the term "Grantor" shall
9 mean the Government, and the term "Grantee" shall mean Farm Progress; to avoid confusion, the
10 words "the Government" have been added in parenthesis after the word "Grantor, and "Farm
11 Progress" has been added in parenthesis after the word "Grantee".

12
13 **II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE**

14
15 *SAVE AND EXCEPT and there is hereby reserved unto Grantor*
16 *("Government"), and its assigns, all rights and interests that have been*
17 *previously reserved to Grantor ("Government") in any Patent(s) of record*
18 *covering the Property.*

19
20 **III. CERCLA COVENANT AND RESERVED ACCESS**

21
22 a. Pursuant to Section 120(h)(4) of the Comprehensive
23 Environmental Response, Compensation, and Liability Act, as amended, 42
24 U.S.C. Section 9601 et seq. (CERCLA), the Finding of Suitability to Transfer
25 (FOST) dated October 1998, as amended 12 July 1999, has identified the
26 Property as real property on which no hazardous substances and no petroleum
27 products or their derivatives were known to have been released or disposed of. A
28 copy of the FOST, as amended, has been provided the Grantee ("Farm
29 Progress"). The Grantor ("Government") covenants and warrants to the
30 Grantee ("Farm Progress") that in the event any response action or corrective
31 action is found to be necessary after the date of this conveyance as a result of
32 hazardous substances or petroleum products or their derivatives existing on the
33 Property prior to the date of this conveyance, such response action or corrective
34 action shall be conducted by the **GRANTOR** ("Government"). This covenant
35 shall not apply in any case in which a person or entity to whom all or a portion of
36 the Property is transferred or the Agricultural Institute of Nebraska, Inc. (the
37 former lessee of the property) is a potentially responsible party with respect to the
38 Property. The Grantor ("Government") shall not incur liability for additional
39 response action or corrective action found to be necessary after the date of
40 conveyance as a result of hazardous substances or petroleum products or their
41 derivatives existing on the property prior to the date of this conveyance, in any
42 case in which any other non-Grantor ("Government") entity is identified as the
43 party responsible for contamination of the Property.

SPECIAL WARRANTY DEED, Farm Progress to Rowher Family Limited Partnership

1 b. Grantor ("Government") reserves a right of access to all portions
2 of the Property for environmental investigation, remediation or other corrective
3 action. This reservation includes the right of access to and use of available
4 utilities at reasonable cost to Grantor ("Government"). These rights shall be
5 exercisable in any case in which a remedial action, response action or corrective
6 action is found to be necessary after the date of this conveyance, or in which
7 access is necessary to carry out a remedial action, response action, or corrective
8 action on adjoining property. Pursuant to this reservation, Grantor
9 ("Government"), and its respective officers, agents, employees, contractors and
10 subcontractors shall have the right (upon reasonable notice to the record title
11 owner) to enter upon the Property and conduct investigations and surveys, to
12 include drilling, test-pitting, borings, data and records compilation and other
13 activities related to environmental investigation, and to carry out remedial or
14 removal actions as required or necessary, including but not limited to the
15 installation, operation, and removal of monitoring wells, pumping wells, and
16 treatment facilities. Any such entry, including such activities, responses or
17 remedial actions, shall be coordinated with record title owner and shall be
18 performed in a manner that minimizes interruption with activities of authorized
19 occupants. Grantor ("Government") will provide the record title owner
20 reasonable advance notice of such activities, responses, or remedial actions.
21

22 **IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCEPTIONS,**
23 **RESTRICTIONS AND COVENANTS AFFECTING THE PROPERTY**
24

25 This conveyance is expressly made subject to the following environmental
26 notices, exceptions, restrictions and covenants affecting the property hereby
27 conveyed to the extent and only to the extent the same are valid and affect the
28 property, and shall be considered as covenants running with the land and binding
29 on all parties having any right, title or interest in the property, or any part
30 thereof, their heirs, successors and assigns:
31

32 **A. FEDERAL FACILITY AGREEMENT:** A copy of the Cornhusker
33 Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the
34 United States Environmental Protection Agency (EPA) Region VII, the State of
35 Nebraska, and the Department of the Army effective September 1990, and a copy
36 of any amendments thereto, are available for the Grantee's ("Farm Progress")
37 review at the Office of the Commander's Representative. The Grantee ("Farm
38 Progress") agrees that should any conflict arise between the terms of the FFA as
39 they presently exist or may be amended, and the provisions of this property
40 transfer, the terms of the FFA will take precedence. The Grantee ("Farm
41 Progress") further agrees that notwithstanding any other provisions of the
42 property transfer, the United States assumes no liability to the Grantee ("Farm
43 Progress") should implementation of the FFA interfere with its use of the

SPECIAL WARRANTY DEED, Farm Progress to Rowher Family Limited Partnership

1 *property. The Grantee ("Farm Progress") or any subsequent transferee, shall*
2 *have no claim on account of any such interference against the United States or*
3 *any officer, agent, employee or contractor thereof.*
4

5 **B. FLOODPLAINS.** *To the extent that any portion of the Property lies*
6 *within a floodplain as defined in Section 6(c) of Executive Order No. 11988,*
7 *dated May 24, 1977, the use of that portion of the Property may be subject to the*
8 *National Flood Insurance Program.*
9

10 **V. GENERAL EXCEPTIONS TO CONVEYANCE**

11
12 *This conveyance is expressly made subject to the following matters to the extent*
13 *and only to the extent the same are valid and affect the Property:*
14

15 a. *All existing permits, easements, and rights-of-way for public*
16 *streets, roads and highways, public utilities, electric power lines, electric*
17 *transmission facilities, railroads, pipelines, ditches and canals on, over and*
18 *across said land, whether or not of record.*
19

20 b. *Any zoning laws, ordinances, or regulations governing the subject*
21 *property or regulations of other regulatory authority having jurisdiction.*
22

23 c. *Matters which would be disclosed by a careful physical inspection*
24 *of the property or the property records and by a properly conducted survey of the*
25 *property.*
26

27 d. *Any survey discrepancies, conflicts, or shortages in area or*
28 *boundary lines, or an encroachments, or protrusions, or any overlapping of*
29 *improvements which may affect the subject property.*
30

31 e. *All existing interest(s) reserved to or outstanding in third parties in*
32 *and to coal, oil, gas, and/or minerals.*
33

34 f. *All other existing interests of record reserved by any original*
35 *Grantor(s) in chain of title unto said Grantor(s), their respective heirs, successors*
36 *and assigns, which affect any portion of the property interest(s) hereinabove*
37 *described.*
38

39 g. *Easements for county roads over the north 33 feet, south 50 feet*
40 *and the west 50 feet of the property; and also subject to an easement for a*
41 *drainage ditch, 86 feet in width, running north and south, generally in the center*
42 *of the west half of Section 25, Township 11 North, Range 11 West of the Sixth*

SPECIAL WARRANTY DEED, Farm Progress to Rowher Family Limited Partnership

1 *Principal Meridian, Hall County, Nebraska. The location and extent of these*
2 *easements are indicated on the attached Exhibit "A".*

3
4 *h. All existing outgrants (including Easement No. DACA45-2-83-*
5 *6038 granted to Southern Nebraska Rural Public Power District, for an overhead*
6 *electric distribution line right-of-way, 18 feet in width, beginning near the*
7 *southwest corner of Section 26, then running generally west to east, near the*
8 *southern edge of the Land Management Tract 53 for a distance of 2,650 feet, the*
9 *location and extent of the easement is indicated on the attached Exhibit "A", and*
10 *Installation Commander's agreements, whether or not of record or otherwise*
11 *approved in writing by Grantee ("Farm Progress").*

12
13 **VI. MISCELLANEOUS GRANTEE COVENANTS**

14
15 *Grantee ("Farm Progress") covenants for itself, and its successors or*
16 *assigns, and every successor in interest in the Property, to abide with each of the*
17 *agreements and covenants running with the land hereinabove identified in this*
18 *Quitclaim Deed. In addition, Grantee ("Farm Progress") and its assigns shall be*
19 *deemed a beneficiary of each of the following agreements and covenants without*
20 *regard to whether it remains the owner of any land or interest therein in the*
21 *locality of the Property hereby conveyed and shall have a right to enforce each of*
22 *the following agreements and covenants in any court of competent jurisdiction.*
23 *Notwithstanding the foregoing, Grantor ("Government"), and its assigns shall*
24 *have no affirmative duty to any successor in title to this conveyance to enforce*
25 *any of the following agreements and covenants.*

26
27 *a. Except as otherwise stated herein, it is understood and agreed by*
28 *Grantee ("Farm Progress"), for itself and its successors and assigns, that the*
29 *Property is conveyed "as is" and "where is" without any representation or*
30 *warranty on the part of Grantor ("Government") to make any alterations, repairs*
31 *or additions. Grantor ("Government") shall not be liable for any latent or patent*
32 *defects in the Property. Grantee ("Farm Progress"), for itself and its successors*
33 *and assigns, acknowledges that Grantor ("Government") has made no*
34 *representations or warranty concerning the condition and state of repair of the*
35 *Property nor in any agreement or promise to alter, improve, adapt or repair the*
36 *Property.*

37
38 *b. The Grantee ("Farm Progress") shall neither transfer the*
39 *property, lease the property, nor grant any interest, privilege, or license*
40 *whatsoever in connection with the property without the inclusion of the*
41 *environmental protection provisions set out in Section IV herein, and shall*
42 *require the inclusion of such environmental protection provisions in all further*
43 *deeds, transfers, leases, or grant of any interest, privilege, or license.*

SPECIAL WARRANTY DEED, Farm Progress to Rowher Family Limited Partnership

c. The Grantee ("Farm Progress") covenants not to discriminate upon the basis of race, color, religion, disability, sex, age or national origin in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The Grantor ("Government") shall be deemed a beneficiary of this covenant 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 the sole right to enforce this covenant in any court of competent jurisdiction.

The responsibilities and obligations placed upon the Grantor by the Government shall run with the land and be binding on all subsequent owners of the Real Estate unless or until such responsibilities and obligations are released pursuant to the provisions set forth in the Government Deed. Grantee and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Real Estate arising from any matters or events occurring after transfer of ownership of the Real Estate by Grantee or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

This Special Warranty Deed is executed this 14 day of August, 2002.

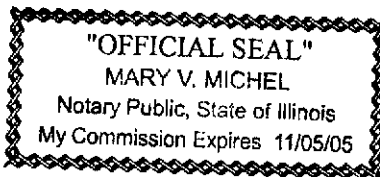
Farm Progress Companies, Inc.

By [Signature] Charles P. Roth, President

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of August, 2002 by Charles P. Roth, President of Farm Progress Companies, Inc. on behalf of the corporation.

[Signature]
Notary Public
My commission expires: 11-5-05



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EXHIBIT A

LEGAL DESCRIPTION

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EXHIBIT "A"

PARCEL A (OWNER'S POLICY):

A tract of land comprising a part of the Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4) of Section Twenty Five (25), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., and a part of the Northeast Quarter (NE1/4), all of the Northwest Quarter (NW1/4), all of the Southwest Quarter (SW1/4), and a part of the Southeast Quarter (SE1/4) of Section Twenty Six (26), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., all being in Hall County, Nebraska, and more particularly described as follows;

Beginning at the southeast corner of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence running northerly, along and upon the east line of the Southwest Quarter (SW1/4) and the Northwest Quarter (NW1/4) of said Section Twenty Five (25), a distance of Five Thousand Six and Seventy Three Hundredths (5,006.73) feet to a point which is Two Hundred Ninety One and Ninety Four Hundredths (291.94) feet south of the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence deflecting left $90^{\circ}01'54''$ and running westerly, a distance of One Thousand Nineteen and Forty Three Hundredths (1,019.43) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the right whose radius is 360.56 feet, of which the initial tangent of said curve coincides with the previously described course, a distance of Three Hundred Twenty Two and Eighty Five Hundredths (322.85) feet (long chord distance = 312.17'-long chord deflecting right $25^{\circ}39'05''$ from the previously described course) to a point of tangency; thence running northwesterly, along and upon the northwesterly prolongation of the final tangent of the previously described curve, said prolongation deflecting right $25^{\circ}39'05''$ from the chord of the previously described curve, a distance of Eighty Five and Six Tenths (85.60) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the left whose radius is 257.73 feet, of which the initial tangent of said curve coincides with the previously described course, a distance of Two Hundred Twenty Nine and Fifty Nine Hundredths (229.59) feet (long chord distance = 222.07'-long chord deflecting left $25^{\circ}31'12.5''$ from the previously described course) to a point of tangency, said point also being on the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25); thence running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Five (25) and also being along and upon the westerly prolongation of the final tangent of the previously described curve, said prolongation deflecting left $25^{\circ}31'12.5''$ from the chord of the previously described curve, a distance of One Thousand One Hundred One and Nineteen Hundredths (1,101.19) feet to the northeast corner of the Northeast Quarter (NE1/4) of said Section Twenty Six (26); thence deflecting left $00^{\circ}12'35''$ and running westerly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Forty Nine and Eighty Four Hundredths (2,649.84) feet to the northeast corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left $00^{\circ}08'50''$ and running westerly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty and Thirty Four Hundredths (2,650.34) feet to the northwest corner of the Northwest Quarter (NW1/4) of said Section Twenty Six (26); thence deflecting left $89^{\circ}54'10''$ and running southerly, along and upon the west line of the Northwest Quarter (NW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Two and Thirty Two Hundredths (2,652.32) feet to the northwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting right $00^{\circ}02'40''$ and running southerly, along and upon the west line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26) a distance of Two Thousand Six Hundred Fifty Two and Ninety Four Hundredths (2,652.94) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Twenty Six (26); thence deflecting left $90^{\circ}19'25''$ and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Six (26), a distance of Two Thousand Six Hundred Fifty Four and Fifty Two Hundredths (2,654.52) feet to the southwest corner of the Southeast Quarter (SE1/4) of said Section Twenty Six (26); thence deflecting left $89^{\circ}45'00''$ and running northerly, along and upon the west line of the Southeast Quarter (SE1/4) and Northeast Quarter (NE1/4) of Said section Twenty Six (26), a distance of Two Thousand Six Hundred Sixty Nine and Seventy Two Hundredths (2,669.72) feet; thence deflecting right $90^{\circ}00'00''$ and running easterly, a distance of Two Thousand Six Hundred Sixty Three and Thirty Four Hundredths (2,663.34) feet; thence deflecting left $90^{\circ}06'03''$ and running northerly, a distance of One Hundred Fifty Four and Six Tenths (154.60) feet; thence deflecting right $92^{\circ}39'22''$ and running easterly, a distance of One Hundred Thirty Two and

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Seventy Four Hundredths (132.74) feet; thence deflecting right $87^{\circ}29'59''$ and running southerly, a distance of Two Hundred Fifteen and Eighty Two Hundredths (215.82) feet; thence deflecting left $90^{\circ}59'20''$ and running easterly, a distance of Nine Hundred Fifty Five and Fifty Two Hundredths (955.52) feet; thence deflecting right $90^{\circ}59'32''$ and running southerly, a distance of Two Thousand Six Hundred Thirty One and Eighty Seven Hundredths (2,631.87) feet to a point on the south line of the Southwest Quarter (SW1/4) of said Section Twenty Five (25); thence deflecting left $89^{\circ}52'50''$ and running easterly along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twenty Five (25), a distance of One Thousand Five Hundred Fifty Two and Sixty Two Hundredths (1,552.62) feet to the point of the beginning.

EXHIBIT B

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PERMITTED ENCUMBRANCES

Subject to the rights of the public and others thereto in and to the use of that portion of subject property within the bounds of any roads or highways.

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, as Document No. 97-101563 in the Register of Deeds of Hall County, Nebraska.

Easement for Drainage Channels located on Cornhusker Army Ammunition Plant, Hall County, Nebraska, No. DACA 45-2-00-6022, filed May 15, 2000, as Document No. 200003927 in the Office of the Register of Deeds of Hall County, Nebraska.

Amendment No. 1 to Easement No. DACA 45-2-00-6023, Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed February 28, 2001, as Document No. 200101488 in the Register of Deeds Office of Hall County, Nebraska.

Subject to Reservations, Covenants and Reserved Access as shown in Quitclaim Deed dated February 26, 2002, filed April 10, 2002, as Document No. 200203896 in the Register of Deeds Office of Hall County, Nebraska.