

Entered As Instrument No.

0200106012

*SS*

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

'01 JUN 21 PM 2 25

*Kathy B. Bausch*  
REG OF DEEDS

CASH 50.50

CHECK \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFUNDS:

CASH \_\_\_\_\_

CHECK \_\_\_\_\_

200106012

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

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 6-21-2001  
Exempt # 2 by SS

G.I. ABSTRACT

200106012

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Acquisition Tract No. 9  
Part of Land Management Tract No. 4

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 14th day of May, 2001, 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 **E. J. Thayer, 2307 Stagecoach Road, 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 mentioned laws, regulations and orders.

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

*Encl 3*

## I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of One-Hundred-Twelve Thousand One Hundred Forty and No/100 Dollars (\$112,140.00); the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for himself and his 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, his 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 the Southeast quarter (SE ¼) of Section 1, Township 11 North, Range 11 West of the Sixth Principal Meridian, containing 160.209 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, his 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 DACA45-1-97-6043 (Land Management Parcel #4) granted to David Budd for the period March 1, 1997 through February 28, 2001.

## 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, 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.

##### **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 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. Agriculture Lease No. DACA45-1-97-6043, until February 28, 2001, and all other existing Army outgrants, and installation commander agreements, whether or not of record or otherwise approved in writing by Grantee.

h. Easement for a county roads over and across east 40 feet of the property. Also, subject to an easement for a county road over and across the southern boundary varying in width from 42.83 feet on the west to 54.81 feet on the east of the property. Also, subject to an easement for a recreation trail over and across the west 60 feet of the east 100 feet of the property. Also, subject to an easement for a recreational trail, 45 feet in width, near the southern boundary and located immediately adjacent to and north of the county road easements. 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 himself, and his successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described in Section IV of this Quitclaim Deed. In addition, Grantor and its assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. It is understood and agreed by Grantee, for himself and his 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 himself and his 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 hereunto affixed this 14th day of May, 2001.

**UNITED STATES OF AMERICA**

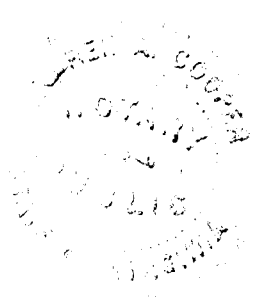
By Paul W. Johnson  
**PAUL W. JOHNSON**  
Deputy Assistant Secretary of the Army (I&H)

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 14th day of May, 2001, and acknowledged the same for and on behalf of the **UNITED STATES OF AMERICA**.

Karen A. Cooper  
Notary Public

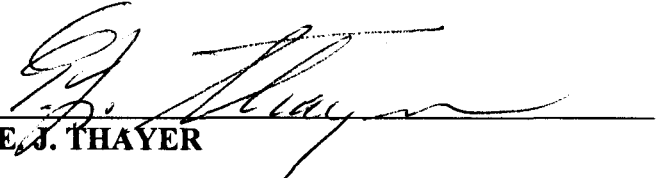
My commission expires: 30 November 2002



GRANTEE ACCEPTANCE

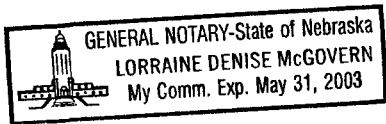
I, the undersigned Grantee, do hereby accept the herein-described property, subject to the reservations, restrictions, conditions and exceptions hereinabove expressed.

Executed this 22<sup>nd</sup> day of November, 2000 in Hall County, State of Nebraska.

  
E.J. THAYER

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF HALL        )

The foregoing Quitclaim Deed was acknowledged before me this 22<sup>nd</sup> day of November, 2000 by E. J. THAYER.



  
Notary Public

My commission expires: 5/31/2003

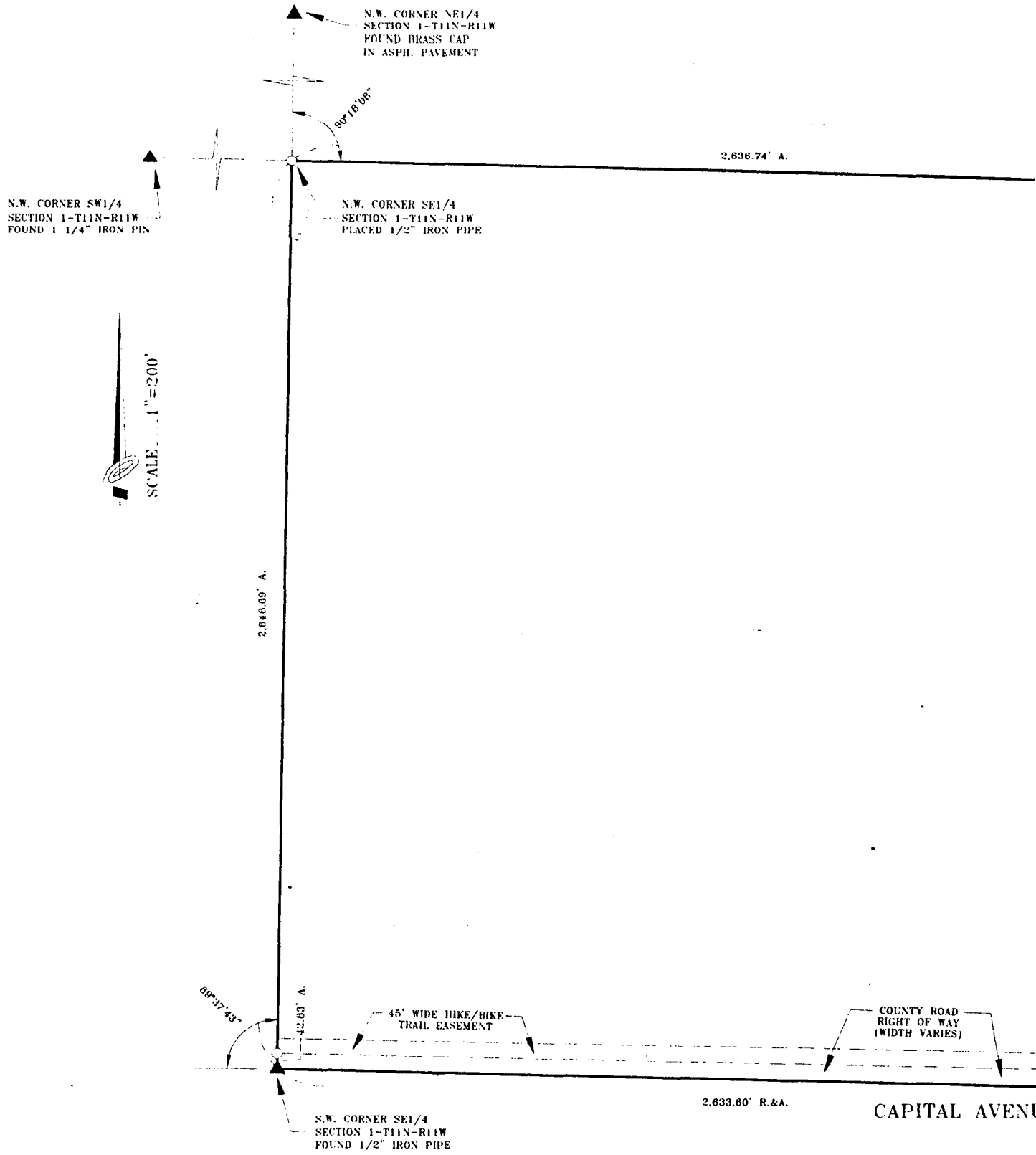


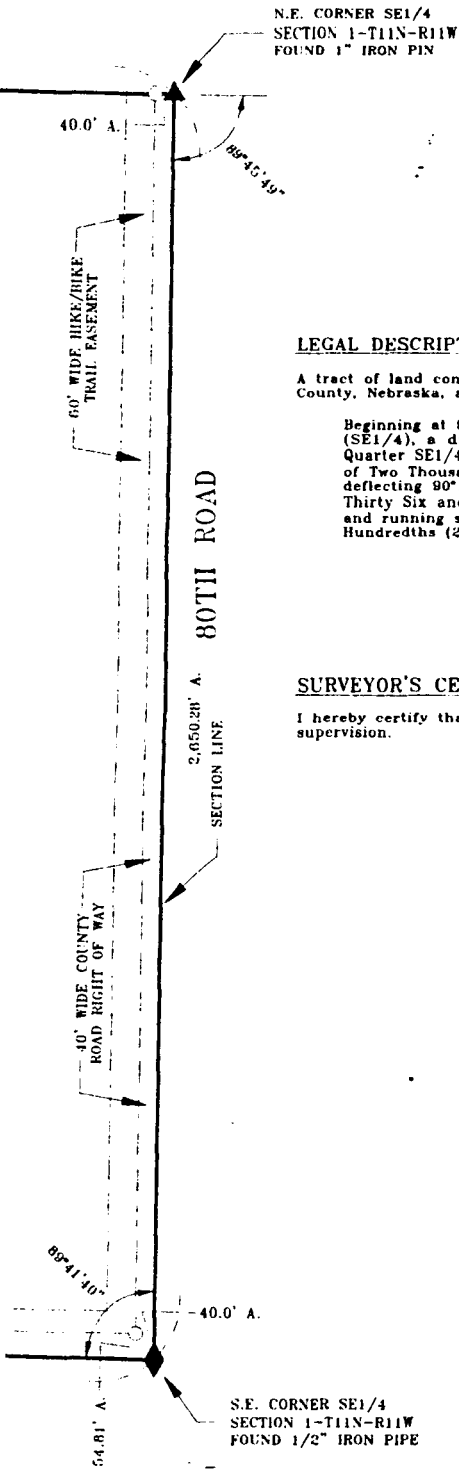
R.-RECORDED DISTANCE ON COUNTY SECTION CORNER TIE SHEET BY DANIEL J. HOSTLER (COUNTY SURVEYOR) L.S. NO. 263, DATED MARCH 24, 1999  
A.-ACTUAL DISTANCE

NOTE: ALL ANGLES SHOWN ARE ACTUAL ANGLES

○ = INDICATES 1/2" IRON PIPE PLACED

200106012





N.E. CORNER SE1/4  
SECTION 1-T11N-R11W  
FOUND 1" IRON PIN

**LEGAL DESCRIPTION**

A tract of land comprising all of the Southeast Quarter (SE1/4) of Section One (1), 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 Thirty Three and Six Tenths (2,633.60) feet to the southwest corner of said Southeast Quarter SE1/4; thence deflecting right 89°37'43" and running northerly, along and upon the west line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Forty Six and Sixty Nine Hundredths (2,646.69) feet to the northwest corner of said Southeast Quarter (SE1/4); thence deflecting 90°18'08" and running easterly, along and upon the north line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Thirty Six and Seventy Four Hundredths (2,636.74) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting right 89°45'49" and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Fifty and Twenty Eight Hundredths (2650.28) feet to the point of beginning and containing 160.209 acres, more or less.

**SURVEYOR'S CERTIFICATE**

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

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

TRACT NO. 4B

ALL OF THE SE1/4 SECTION 1-T11N-R11W HALL COUNTY, NEBRASKA	CAAP4B 08-29-2 P.J.G. L.W. 10-26-2008 REVISED 1 EASMENTS
LAND SURVEY	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 338 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0338	

2050

201109748

ENTERED AS INSTRUMENT NO

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2011 DEC 28 AM 11 16

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

CASH \_\_\_\_\_  
CHECK 2050

REFUNDS:  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 12-28-11  
\$ 5.00 By T.M.

RETURN TO: E J THAYER  
2307 STAGE COACH RD  
GRAND ISLAND NE 68801

RESERVED FOR REGISTER OF DEEDS RECORDING SPACE  
(Sec. 23-1503.01)

HALL COUNTY, NE



201109748

201109748

Special Warranty Deed

KNOW ALL MEN BY THESE PRESENTS that Ernest J. Thayer (sometimes referred to as E.J. Thayer ) and Janice M. Thayer , husband and wife (collectively grantor), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, received from Thayer Properties , LLC, a Nebraska limited liability company (grantee) does hereby grant, bargain, sell, convey and confirm unto grantee that certain real estate located in Hall County, Nebraska, more particularly described in Exhibit A attached hereto and incorporated by reference herein TO HAVE AND TO HOLD the above premises together with all tenements, hereditaments and appurtenances thereto belonging unto grantee and to grantee's heirs and assigns forever and grantor for itself and its successors does hereby covenant with grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from all encumbrances of record and all matters which would be revealed by an accurate survey; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all personal claiming by, through, or under grantor, and against no other claims or demands.

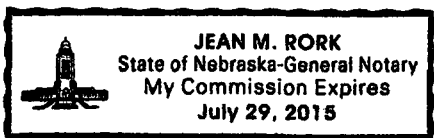
DATED December 27, 2011

Ernest J. Thayer  
Ernest J. Thayer

Janice M. Thayer  
Janice M. Thayer

STATE OF NEBRASKA     )  
   ) ss  
COUNTY OF Hall     )

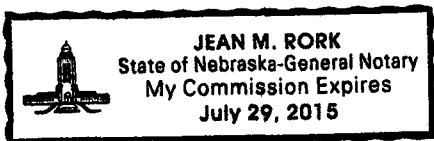
The foregoing instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2011, by Ernest J. Thayer .



Jean M Rork  
Notary Public

STATE OF NEBRASKA     )  
   ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2011, by Janice M. Thayer



Jean M Rork  
Notary Public

## EXHIBIT "A"

PARCEL 1: A tract of land comprising a part of the Northwest Quarter (NW1/4) of Section One (1), 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 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 Seven Tenths (2,641.70) feet to the northeast corner of said Northwest Quarter (NW1/4); thence deflecting right 89° 55' 31" and running southerly, along and upon the east line of said Northwest Quarter (NW1/4), a distance of One Thousand Eight Hundred Twenty and Eighty Seven Hundredths (1,820.87) feet; thence deflecting right 90° 35' 36" and running westerly, a distance of One Thousand Five Hundred Seventy Seven and Two Tenths (1,577.20) feet; thence deflecting right 88° 37' 36" and running northerly, a distance of Seven Hundred Eighty Four and Eighty Four Hundredths (784.84) feet; thence deflecting left 89° 00' 44" and running westerly, a distance of One Thousand Fifty Two and Seven Hundredths (1,052.07) feet to a point on the west line of said Northwest Quarter (NW1/4); thence deflecting right 89° 41' 19" and running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of One Thousand Nineteen and Four Tenths (1,019.40) feet to the point of beginning.

A tract of land comprising a part of the Northwest Quarter (NW1/4) of Section One (1), 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 west line of said Northwest Quarter (NW1/4), said point being Seven Hundred Twenty Five and Sixty Nine Hundredths (725.69) feet north of the southwest corner of said Northwest Quarter (NW1/4); thence running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Eight Hundred Eighty Four and Forty Nine Hundredths (884.49) feet; thence deflecting right 90° 18' 41" and running easterly, a distance of One Thousand Fifty Two and Seven Hundredths (1,052.07) feet; thence deflecting right 89° 00' 44" and running southerly, a distance of Seven Hundred Eighty Four and Eighty Four Hundredths (784.84) feet; thence deflecting left 88° 37' 36" and running easterly, a distance of One Thousand Five Hundred Seventy Seven and Two Tenths (1,577.20) feet to a point on the east line of said Northwest Quarter (NW1/4); thence deflecting right 89° 24' 24" and running southerly, along and upon the east line of said Northwest Quarter (NW1/4), a distance of Two Hundred Two and Fifty Two Hundredths (202.52) feet to a point which is Three Thousand Two Hundred Sixty Three and Thirty Four Hundredths (3,263.34) feet north of the southeast corner of the Southwest Quarter (SW1/4) of said Section One (1); thence deflecting right 82° 47' 24" and running westerly, a distance of One Hundred Fifty Four and Twenty Eight Hundredths (154.28) feet; thence deflecting right 35° 33' 33" and running northwesterly, a distance of Two Hundred fifteen and Fifty Six Hundredths (215.56) feet; thence deflecting left 39° 32' 33" and running southwesterly, a distance of Two Hundred Ten and Seventy One Hundredths (210.71) feet; thence deflecting right 06° 37' 50" and running westerly, a distance of Two Hundred Sixty Nine and Seventy Eight Hundredths (269.78) feet; thence deflecting left 33° 03' 49" and running southwesterly, a distance of One Hundred Fourteen and Fifty Eight Hundredths (114.58) feet; thence deflecting left 61° 08' 26" and running southerly, a distance of Two Hundred Eighty Six and Twenty Nine Hundredths (286.29) feet; thence deflecting right 68° 10' 58" and running southwesterly, a distance of Two Hundred Fifty Two and Fifty Five Hundredths (252.55) feet; thence deflecting right 31° 16' 07" and running westerly, a distance of One Hundred Thirty and Seventeen Hundredths (130.17) feet; thence deflecting right 45° 42' 32" and running northwesterly, a distance of Sixty and One Hundredths (60.01) feet; thence deflecting right 00° 33' 40" and running northwesterly, a distance of Two Hundred Forty Six and Fourteen Hundredths (246.14) feet; thence deflecting left 16° 22' 24" and running northwesterly, a distance of One Hundred Fifty One and Thirty Five Hundredths (151.35) feet; thence deflecting left 18° 47' 17" and running northwesterly a distance of One Hundred Fourteen and Ninety Three Hundredths (114.93) feet; thence deflecting left 20° 23' 18" and running westerly, a distance of Two Hundred Seventeen and Four Tenths (217.40) feet; thence deflecting right 100° 03' 45" and running northerly, a distance of Two Hundred Sixty Five and Forty Two Hundredths (265.42) feet; thence deflecting left 89° 33' 30" and running westerly, a distance of Seven Hundred Sixty Five and Twenty Four Hundredths (765.24) feet to the point of beginning.

PARCEL 2: A tract of land comprising all of the Northeast Quarter (NE1/4) of Section One (1),

Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE1/4); thence running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Fifty One and Six Hundredths (2,651.06) feet to the southeast corner of said Northeast Quarter (NE1/4); thence deflecting right  $90^{\circ} 15' 54''$  and running westerly, along and upon the south line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Thirty Six and Seventy Four Hundredths (2,636.74) feet to the southwest corner of said Northeast Quarter (NE1/4); thence deflecting right  $89^{\circ} 41' 52''$  and running northerly, along and upon the west line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Forty and Four Hundredths (2,640.04) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right  $90^{\circ} 03' 46''$  and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Thirty Eight and Forty Three Hundredths (2,638.43) feet to the point of beginning.

PARCEL 3: A tract of land comprising a part of the Southwest Quarter (SW1/4) and a part of the Northwest Quarter (NW1/4) of Section One (1), 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 Southwest Quarter (SW1/4); thence running westerly, along and upon the south line of said Southwest Quarter (SW1/4) a distance of One Thousand Four Hundred Thirty Eight and Fifty Nine Hundredths (1,438.59) feet; thence deflecting right  $89^{\circ} 51' 50''$  and running northerly, a distance of Two Thousand Three Hundred Sixty Six and Ninety Three Hundredths (2,366.93) feet to a point of curvature; thence running northeasterly, along and upon the arc of curve to the right whose radius is 363.82 feet, the initial tangent of said curve coinciding with the previously described course, a distance of Four Hundred Thirty Four and Twenty Three Hundredths (434.23) feet (long chord distance = 408.91' -- long chord deflecting right  $34^{\circ} 11' 30''$  from the previously described course) to a point; thence deflecting right  $17^{\circ} 44' 44''$  from the chord of the previously described curve and running northeasterly, a distance of One Hundred Forty Five and Fifteen Hundredths (145.15) feet; thence deflecting right  $07^{\circ} 14' 29''$  and running northeasterly, a distance of Two Hundred Fifty Two and Fifty Five Hundredths (252.55) feet; thence deflecting left  $68^{\circ} 10' 58''$  and running northerly, a distance of Two Hundred Eighty Six and Twenty Nine Hundredths (286.29) feet; thence deflecting right  $61^{\circ} 08' 26''$  and running northeasterly, a distance of One Hundred Fourteen and Fifty Eight Hundredths (114.58) feet; thence deflecting right  $33^{\circ} 03' 49''$  and running easterly, a distance of Two Hundred Sixty Nine and Seventy Eight Hundredths (269.78) feet; thence deflecting left  $06^{\circ} 37' 50''$  and running northeasterly, a distance of Two Hundred Ten and Seventy One Hundredths (210.71) feet; thence deflecting right  $39^{\circ} 32' 33''$  and running southeasterly, a distance of Two Hundred Fifteen and Fifty Six Hundredths (215.56) feet; thence deflecting left  $35^{\circ} 33' 33''$  and running easterly, a distance of One Hundred Fifty Four and Twenty Eight Hundredths (154.28) feet to a point on the east line of said Northwest Quarter (NW1/4); thence deflecting right  $97^{\circ} 12' 36''$  and running southerly, along and upon the east line of said Northwest Quarter (NW1/4) and along and upon the east line of said Southwest Quarter (SW1/4), a distance of Three Thousand Two Hundred Sixty Three and Thirty Four Hundredths (3,263.34) feet to the point of beginning.

PARCEL 4: A tract of land comprising all of the Southeast Quarter (SE1/4) of Section One (1), 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 Thirty Three and Six Tenths (2,633.60) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting right  $89^{\circ} 37' 43''$  and running northerly, along and upon the west line of said Southeast Quarter (SE1/4), a distance of Two thousand Six Hundred Forty Six and Sixty Nine Hundredths (2,646.69) feet to the northwest corner of said Southeast Quarter (SE1/4); thence deflecting  $90^{\circ} 18' 08''$  and running easterly, along and upon the north line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Thirty Six and Seventy Four Hundredths (2,636.74) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting right  $89^{\circ} 45' 49''$  and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Fifty and Twenty Eight Hundredths (2650.28) feet to the point of beginning.