

Entered As Instrument No  
0200307151

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

200307151

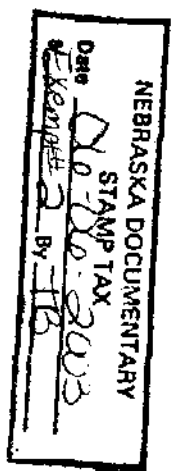
2003 JUN 6 PM 1 17

*Notary Public*  
REG OF DEEDS

CASH \_\_\_\_\_  
CHECK 91.50

REFUNDS:

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



*Heminger Tower  
(write pick up)*

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
All or Parts of Acquisition Tracts Nos. 14, 26, 27, 28, 57, 58, 59, 60A, 60B, 61 and 109  
Tracts 26A, 27A, 37B and 38B

*91*

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 30th day of May, 2003, 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 Southern Public Power District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 4550 West Husker Highway, P.O. Box 1687, Grand Island, Nebraska 68803-1687, hereinafter referred to as Grantee.

WITNESSETH:

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

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

WHEREAS, the property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. 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.

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00); 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:

Four tracts of land comprising parts of the Sections Eight (8), Seventeen (17), and Twenty (20), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all being in Hall County, Nebraska, containing 743.426 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on Exhibits "A-1, A-2, A-3 and A-4", which are attached hereto and made a part hereof.

**RESERVING**, however, to the Grantor, perpetual and assignable easements and rights-of-way, thirty (30) feet in width, in, on, over, and across the property for the installation, operation, use, repair, replacement, and maintenance of a railroad, railroad tracks, ballast, and associated railroad facilities, as shown on Exhibits "A-1" (Tract 26A) and "A-3" (Tract 37B).

**RESERVING**, however, to the Grantor, ownership and exclusive use of the existing monitoring wells/piezometers located on the property together with access across the property for the purpose of monitoring and/or removing the wells/piezometers. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same. One monitoring well/piezometer is located in the northwest corner of Tract 27A and the other monitoring well/piezometer is located in the southeast corner of Tract 38B.

**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:

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

## **III. CERCLA COVENANT AND RESERVED ACCESS**

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

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

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

This conveyance is expressly made subject to the following environmental notices, exceptions, reservations, 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**

The Grantee acknowledges that Cornhusker Army Ammunition Plant has been identified as a National Priority List (NPL) site under the Comprehensive, Environmental, Response, Compensation and Liability Act (CERCLA) of 1980, as amended. A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army, effective September 1990, and a copy of any amendments thereto, 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.

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

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998, as amended by Amendment No. 1, signed April 2002, and the FOST for the property dated November 2002, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use.

2. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for

# 200307151

any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Subsection IV.b. shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

## **c. Polychlorinated Biphenyls (PCBs) Containing Equipment Notification**

The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the property being conveyed. Southern Public Power District (SPPD) owns said equipment.

## **V. GENERAL EXCEPTIONS TO CONVEYANCE**

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

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

1. Easement DACA45-2-99-6157 granted to Hall County for road rights-of-way.
2. Easement DACA45-2-00-6023 granted to Hall County for road rights-of-way.
3. Easement DACA45-2-97-6024 granted to Southern Nebraska Rural Public Power District for overhead electric power lines.
4. Easement DACA45-2-01-6078 granted to City of Grand Island for recreation trail rights-of-way. Grantee is not permitted to disturb the area lying within the recreation trail easement.

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

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

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

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

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

g. Installation commander agreements, whether or not of record or otherwise approved in writing by Grantee.

**VI. MISCELLANEOUS GRANTEE COVENANTS**

Grantee covenants for 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.

**VII. AGREEMENTS, NOTICES AND CONDITIONS**

**a. Non-Discrimination**

With respect to activities related to the property, the Grantee hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to the property of the Grantee, its successors or assigns.

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## b. Anti-Deficiency Act

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this deed shall be interpreted to require obligations or payment by the Grantor in violation of the Anti-Deficiency Act.

## c. Wetlands Notice

A portion the property contains wetlands.

**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.



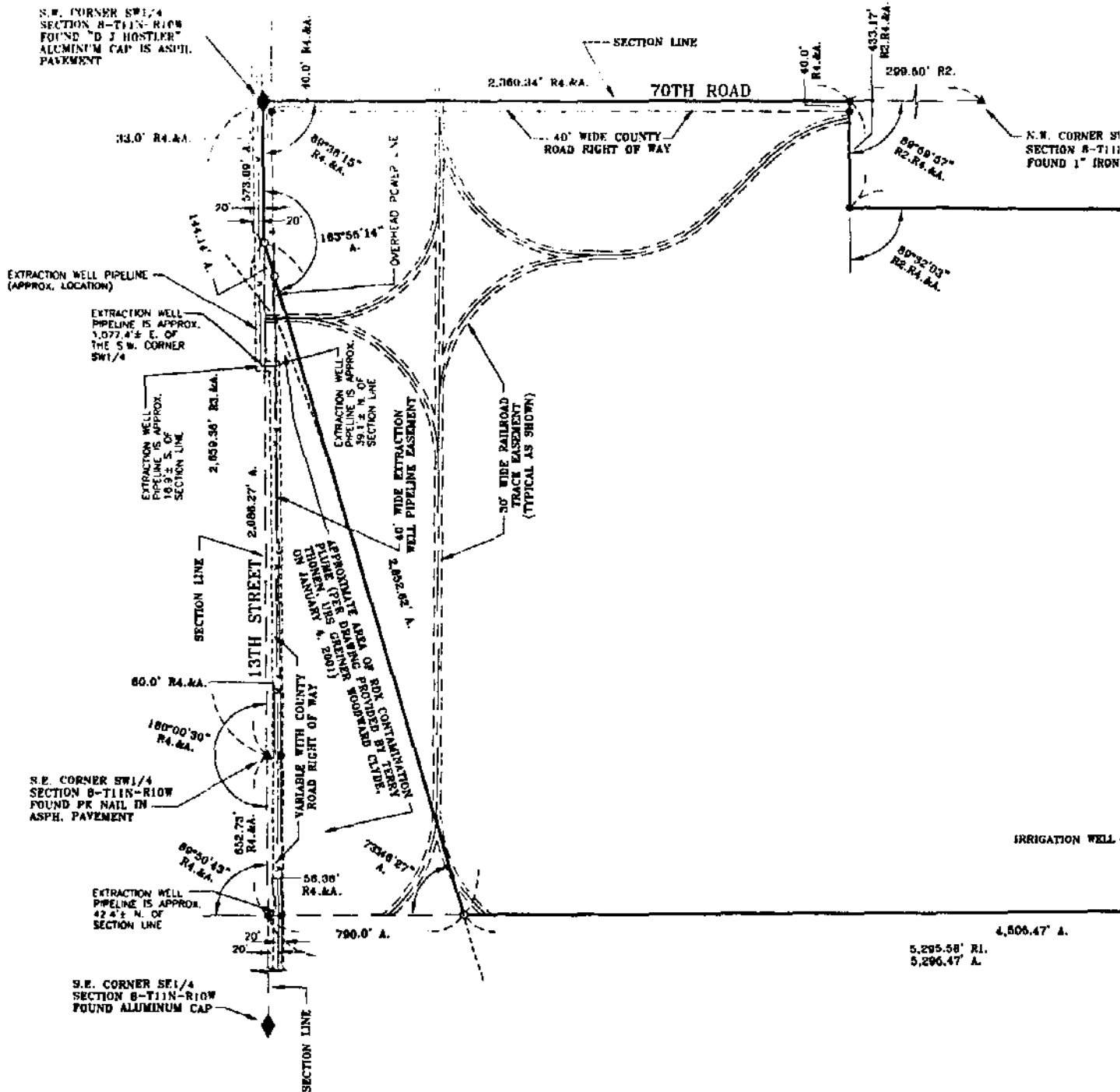




- R1 - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 340, DATED JANUARY 24, 2001 (PARCEL NO. 1)
- R2 - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 348, DATED JANUARY 24, 2001 (PARCEL NO. 4)
- R3 - RECORDED DISTANCE ON SECTION CORNER TIE SHEET BY DANIEL J. HOSTLER, COUNTY SURVEYOR, L. S. NO. 263, DATED MARCH 24, 1999
- A - ACTUAL DISTANCE AND/OR ANGLE

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



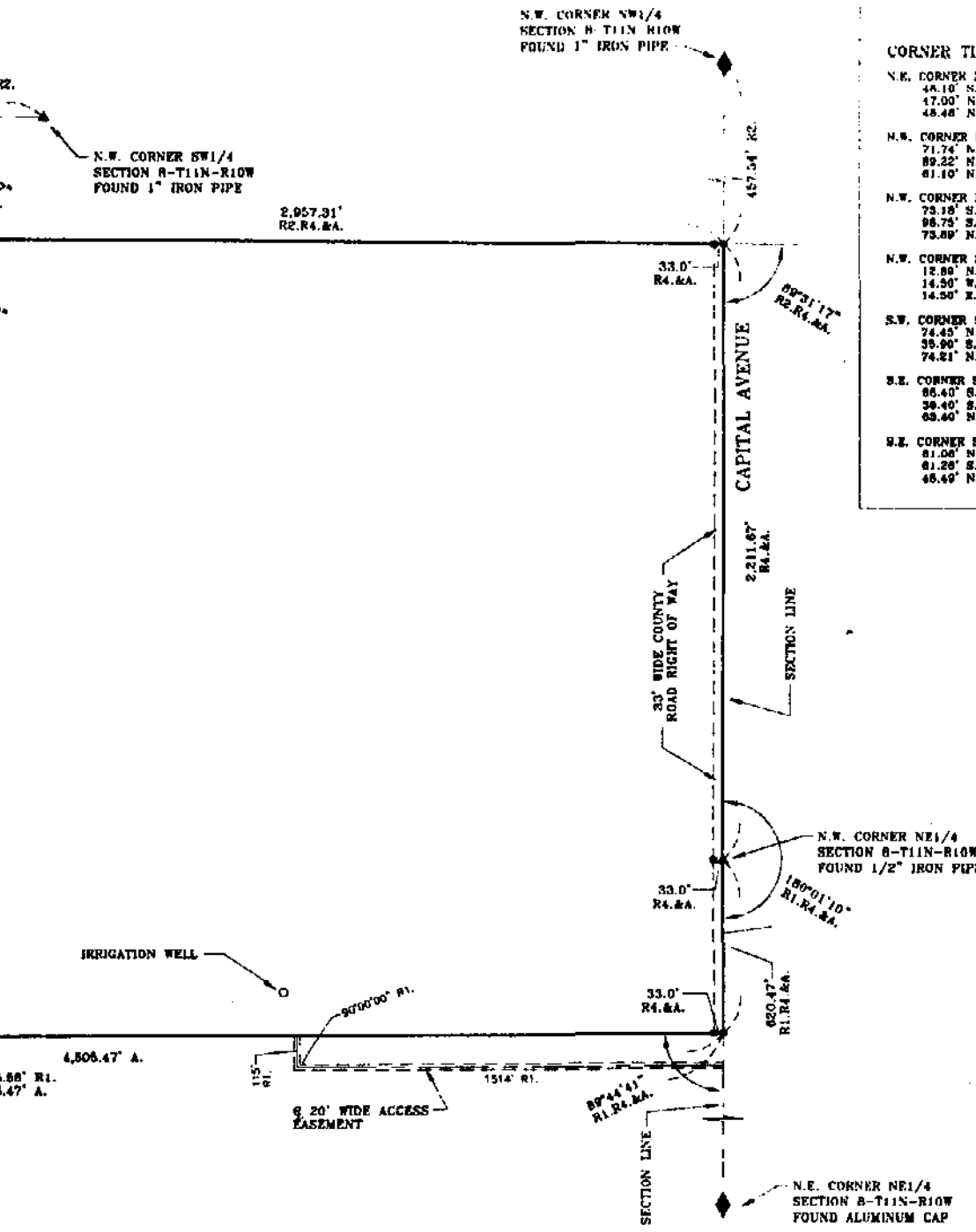
**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southwest Quarter (SW1/4), part of the Northwest Quarter (NW1/4), part of the Northeast Quarter (NE1/4), and a part of the Southeast Quarter (SE1/4), all being in Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 8th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter (SW1/4); thence running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Three Hundred Sixty and Thirty Four Hundredths (2,360.34) feet; thence deflecting right 89°59'57" and running easterly, a distance of Four Hundred Thirty Three and Seventeen Hundredths (433.17) feet; thence deflecting left 89°32'03" and running northerly, a distance of Two Thousand Nine Hundred Fifty Seven and Thirty One Hundredths (2,957.31) feet to a point on the north line of said Northwest Quarter (NW1/4), said point being Four Hundred Fifty Seven and Fifty Four Hundredths (457.54) feet east of the northwest corner of said Northwest Quarter (NW1/4); thence deflecting right 89°31'07" and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Two Hundred Eleven and Sixty Seven Hundredths (2,211.57) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right 80°01'10" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Six Hundred Twenty and Forty Seven Hundredths (620.47) feet; thence deflecting right 89°44'41" and running southerly, a distance of Four Thousand Five Hundred Five and Forty Seven Hundredths (4,505.47) feet to a point, said point being Seven Hundred Ninety (700.0) feet north of (as measured along and upon the southerly prolongation of the aforementioned course) the south line of said Southeast Quarter (SE1/4); thence deflecting right 70°48'27" and running southwesterly, a distance of Two Thousand Eight Hundred Fifty Two and Sixty Two Hundredths (2,862.62) feet to a point on the south line of said Southwest Quarter (SW1/4), said point being Two Thousand Eighty Six and Twenty Seven Hundredths (2,086.27) feet west of the southeast corner of said Southwest Quarter (SW1/4); thence deflecting right 18°04'46" and running westerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Five Hundred Seventy Three and Nine Hundredths (573.05) feet to the point of beginning and containing 347.070 acres, more or less.

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SCALE 1"=300'



CORNER TIES

- N.E. CORNER NE1/4 - FOUND ALUMINUM CAP
  - 48.10' N.E. TO NAIL IN TELEPHONE POLE
  - 47.00' N.E. TO NAIL IN POWER POLE
  - 48.48' N.W. TO NAIL IN POWER POLE
- N.W. CORNER NE1/4 - FOUND 1/2" IRON PIPE
  - 71.74' N.W. TO NAIL IN 10" TREE
  - 89.22' N.E. TO NAIL IN 10" TREE
  - 81.10' N.N.W. TO NAIL IN 8" TREE
- N.W. CORNER NW1/4 - FOUND 1" IRON PIPE
  - 73.85' S.W. TO NAIL IN POWER POLE
  - 88.75' S.E. TO NAIL IN 6" TREE
  - 73.89' N.E. TO NAIL IN 14" TREE
- N.W. CORNER SW1/4 - FOUND 1" IRON PIPE
  - 12.88' N.W. TO NAIL IN POWER POLE
  - 14.50' W. TO 1/2" IRON PIPE
  - 14.50' E. TO 1/2" IRON PIPE
- S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
  - 74.45' N.W. TO NAIL IN POWER POLE
  - 35.90' S.S.E. TO 1/2" IRON PIPE
  - 74.21' N.E. TO 1/2" IRON PIPE
- S.E. CORNER SW1/4 - FOUND PE NAIL IN ASPH. PAVEMENT
  - 88.40' S.W. TO NAIL IN 20" TREE
  - 38.40' S.E. TO NAIL IN 12" TREE
  - 68.40' N.E. TO NAIL IN POWER POLE
- S.E. CORNER SE1/4 - FOUND ALUMINUM CAP
  - 81.08' N.W. TO NAIL IN FENCE BRACE POST
  - 81.28' S.E. TO NAIL IN POWER POLE
  - 48.49' N.E. TO TOP CENTER OF FIRE HYDRANT

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, Registered Land Surveyor No. 557

PT. OF THE SW1/4, PT. OF THE NW1/4,  
PT. OF THE NE1/4, & PT. OF THE SE1/4  
SECTION 8-T11N-R10W  
HALL COUNTY, NEBRASKA

LAND SURVEY

BENJAMIN & ASSOCIATES, INC.  
ENGINEERS & SURVEYORS  
P. O. BOX 328    PHONE 382-8488    AREA CODE 308  
GRAND ISLAND, NEBRASKA 68802-0328

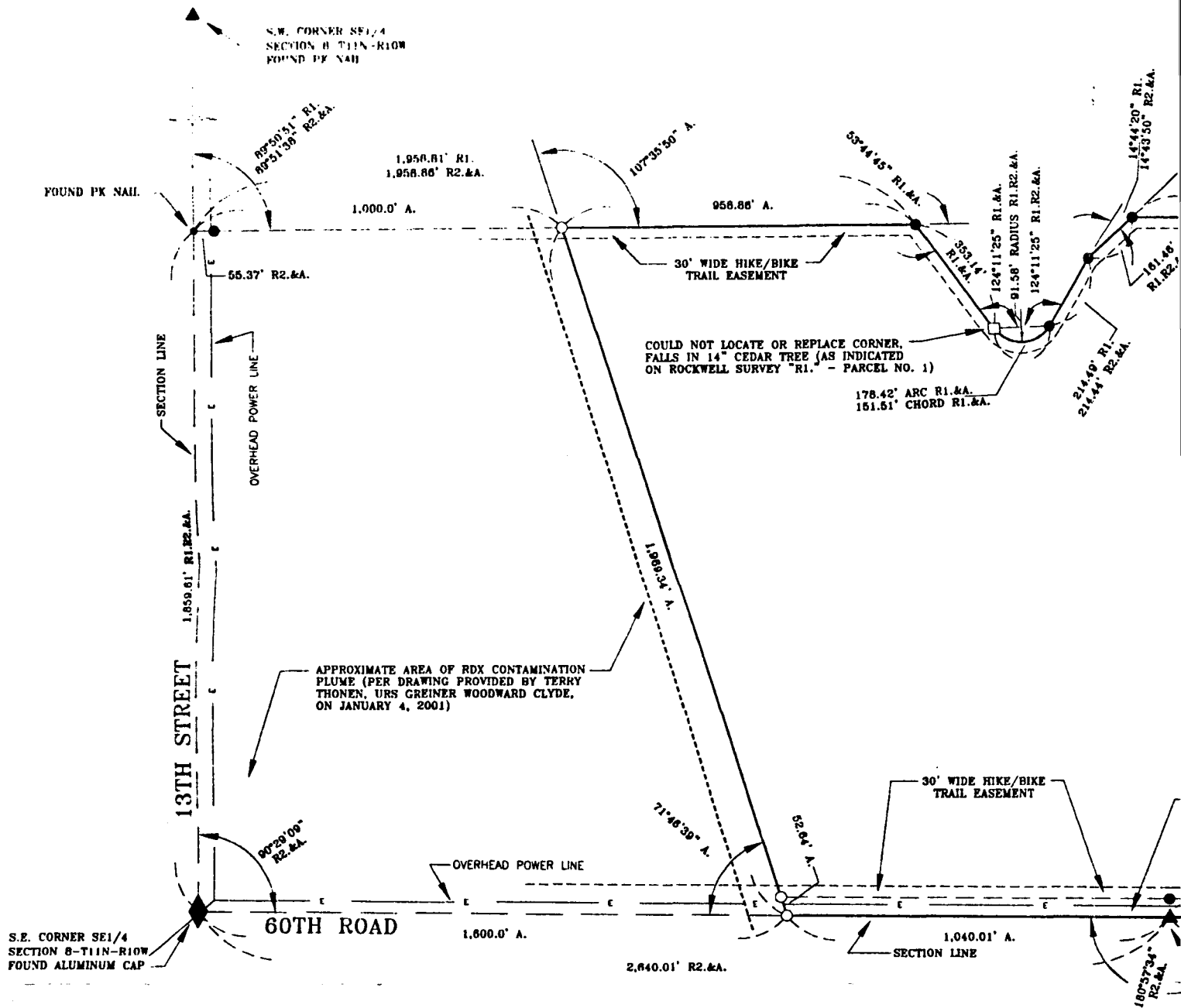
TRACT NO. 26A

EXHIBIT "A-1" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED

RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL,  
 L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 1)  
 RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER,  
 S. NO. 657, DATED AUGUST 28, 2002 (TRACT NO. 27)  
 A - ACTUAL DISTANCE AND/OR ANGLE

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



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Northeast Quarter (NE1/4), all being in Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 8th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Southeast Quarter (SE1/4); thence running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of One Thousand Forty and One Hundredth (1,040.01) feet to a point, said point being One Thousand Six Hundred (1,600.0) feet north of the southeast corner of said Southeast Quarter (SE1/4); thence deflecting right 71°48'39" and running southwesterly, a distance of One Thousand Nine Hundred Sixty Nine and Thirty Four Hundredths (1,969.34) feet; thence deflecting right 107°35'50" and running northerly, a distance of Nine Hundred Fifty Eight and Eighty Six Hundredths (958.86) feet; thence deflecting right 53°44'45" and running northeasterly, a distance of Three Hundred Fifty Three and Fourteen Hundredths (353.14) feet to a point of curvature; thence running northerly, along and upon the arc of a curve to the left whose radius is 91.56 feet, a distance of One Hundred Seventy Eight and Forty Two Hundredths (178.42) feet (long chord distance = 161.51, long chord deflecting left 55°48'35" from the previously described course) to a point of tangency; thence deflecting left 55°48'35" from the chord of the previously described curve and running northwesterly, a distance of Two Hundred Fourteen and Forty Four Hundredths (214.44) feet; thence deflecting right 14°43'50" and running northwesterly, a distance of One Hundred Sixty One and Forty Six Hundredths (161.46) feet; thence deflecting right 13°30'38" and running northerly, a distance of One Thousand Three Hundred Sixty Four and Forty Nine Hundredths (1,364.49) feet; thence deflecting right 80°15'22" and running easterly, a distance of One Thousand Eight Hundred Eighty Five and Thirty One Hundredths (1,885.31) feet to a point on the east line of said Northeast Quarter (NE1/4); thence deflecting right 89°02'42" and running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of One Thousand Two Hundred Fifty Nine and Sixty Six Hundredths (1,259.66) feet to the point of beginning and containing 120.317 acres, more or less.

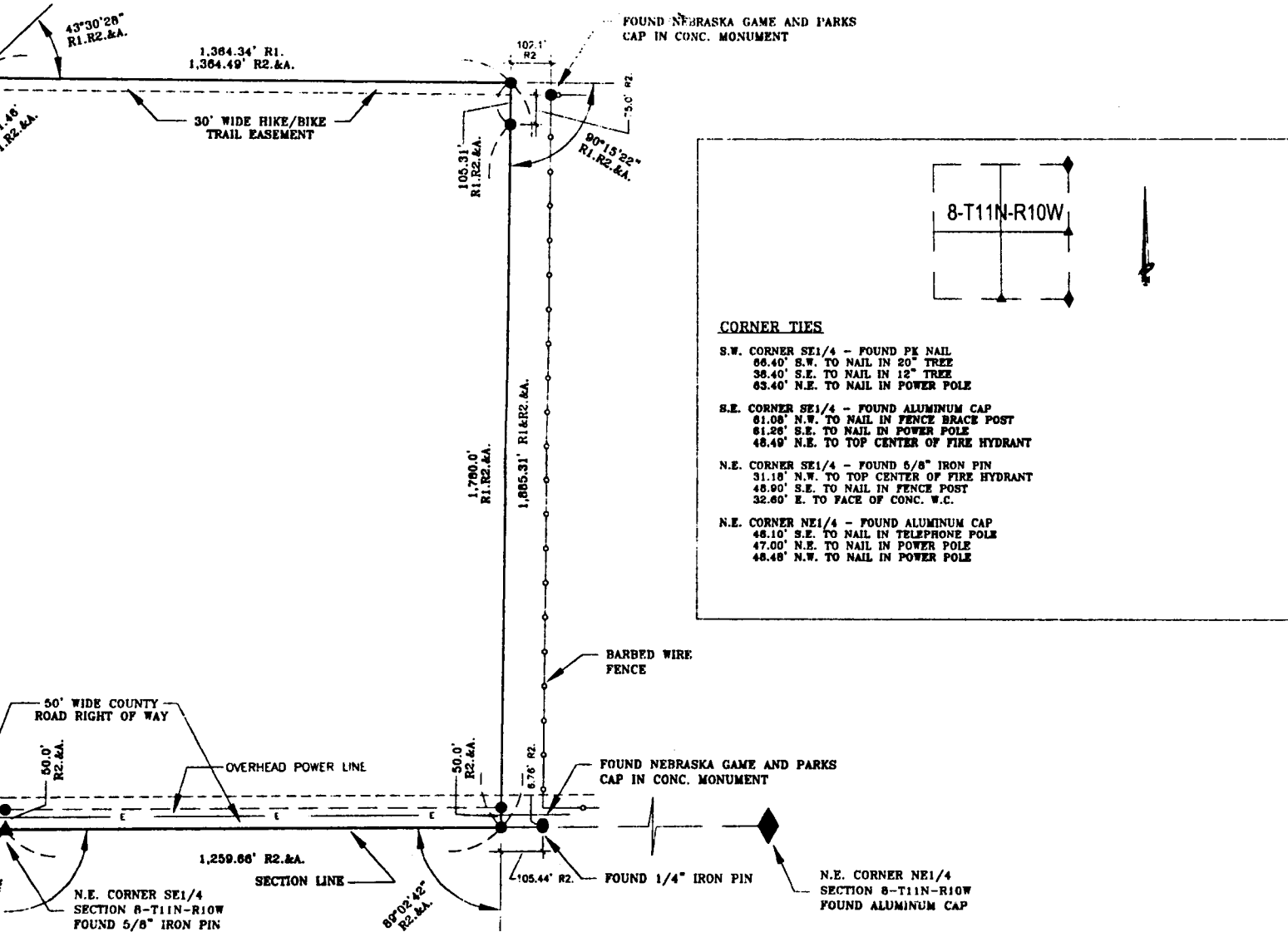
**SURVEYOR'S CERTIFICATE**

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. 657

SCALE 1"=200'

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8-T11N-R10W

**CORNER TIES**

**S.W. CORNER SE1/4 - FOUND PK NAIL**  
 66.40' S.W. TO NAIL IN 20" TREE  
 38.40' S.E. TO NAIL IN 12" TREE  
 63.40' N.E. TO NAIL IN POWER POLE

**S.E. CORNER SE1/4 - FOUND ALUMINUM CAP**  
 61.08' N.W. TO NAIL IN FENCE BRACE POST  
 61.38' S.E. TO NAIL IN POWER POLE  
 48.49' N.E. TO TOP CENTER OF FIRE HYDRANT

**N.E. CORNER SE1/4 - FOUND 5/8" IRON PIN**  
 31.18' N.W. TO TOP CENTER OF FIRE HYDRANT  
 48.90' S.E. TO NAIL IN FENCE POST  
 32.80' E. TO FACE OF CONC. W.C.

**N.E. CORNER NE1/4 - FOUND ALUMINUM CAP**  
 48.10' S.E. TO NAIL IN TELEPHONE POLE  
 47.00' N.E. TO NAIL IN POWER POLE  
 48.48' N.W. TO NAIL IN POWER POLE

PART OF THE SE1/4 AND  
 PART OF THE NE1/4  
 SECTION 8-T11N-R10W  
 HALL COUNTY, NEBRASKA

**LAND SURVEY**

BENJAMIN & ASSOCIATES, INC.  
 ENGINEERS & SURVEYORS  
 P. O. BOX 330 PHONE 382-8485 - AREA CODE 308  
 GRAND ISLAND, NEBRASKA 68802-0330

TRACT NO. 27A

EXHIBIT "A-2" ATTACHED TO AND MADE  
 A PART OF QUITCLAIM DEED

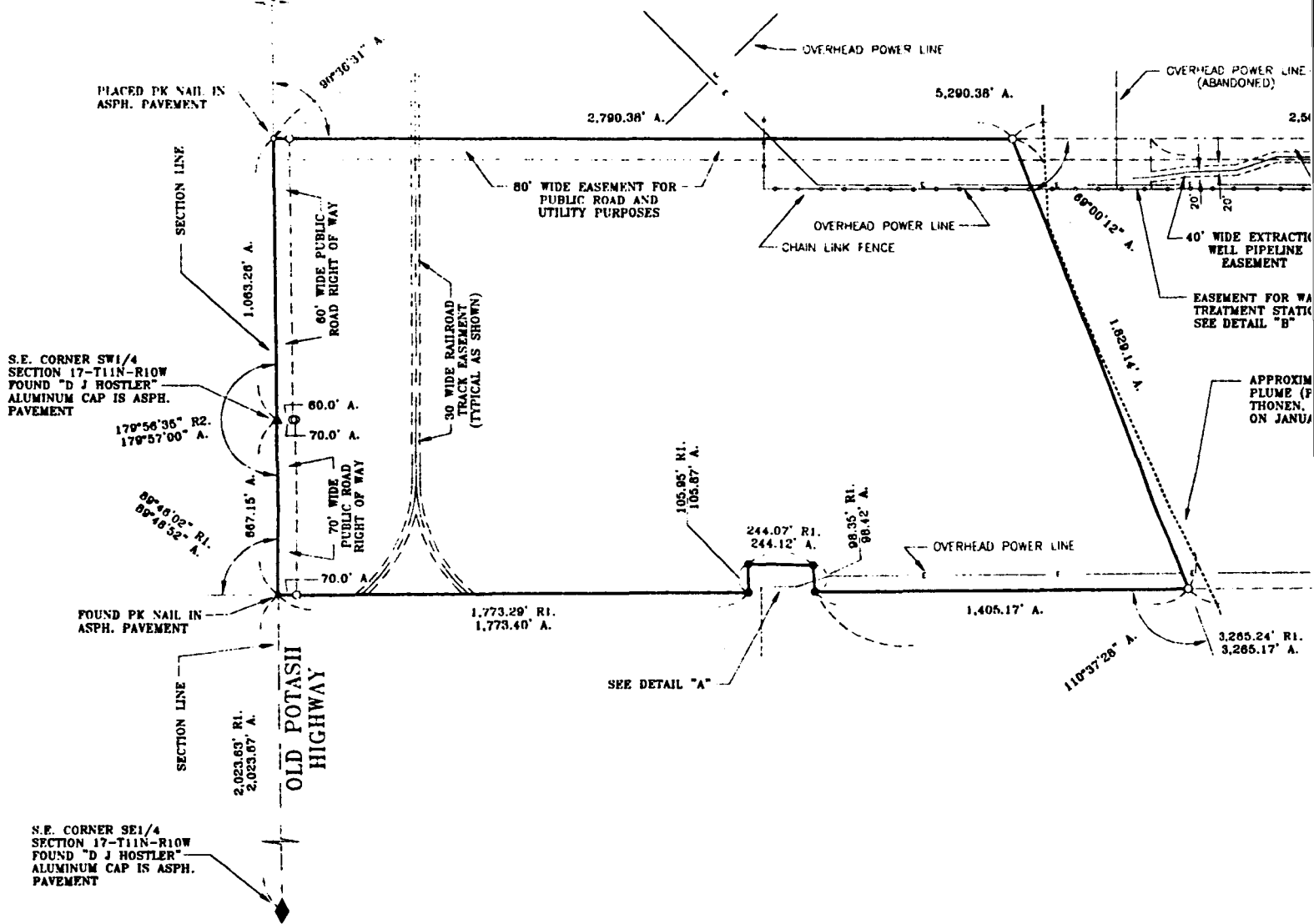
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SCALE 1"=300'

S.W. CORNER SW1/4  
SECTION 17-T11N-R10W  
FOUND "D J HOSTLER"  
ALUMINUM CAP IS ASPH.  
PAVEMENT

- R1. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JUNE 29, 2000 (PARCEL NO. 7)
- R2. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED JULY 27, 2001 (TRACT NO. 50A)
- R3. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 28, 2001 (TRACT NO. 26)
- A. - ACTUAL DISTANCE AND/OR ANGLE

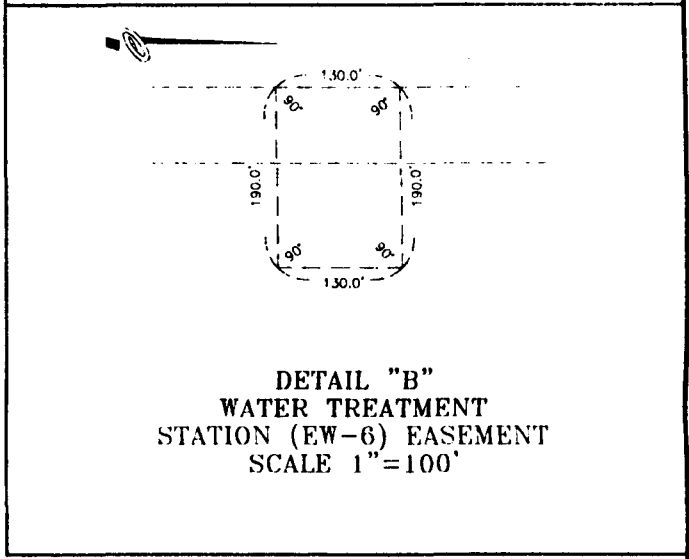
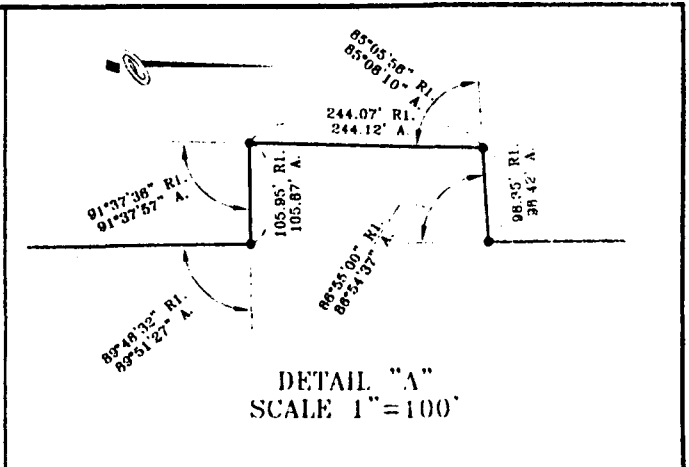
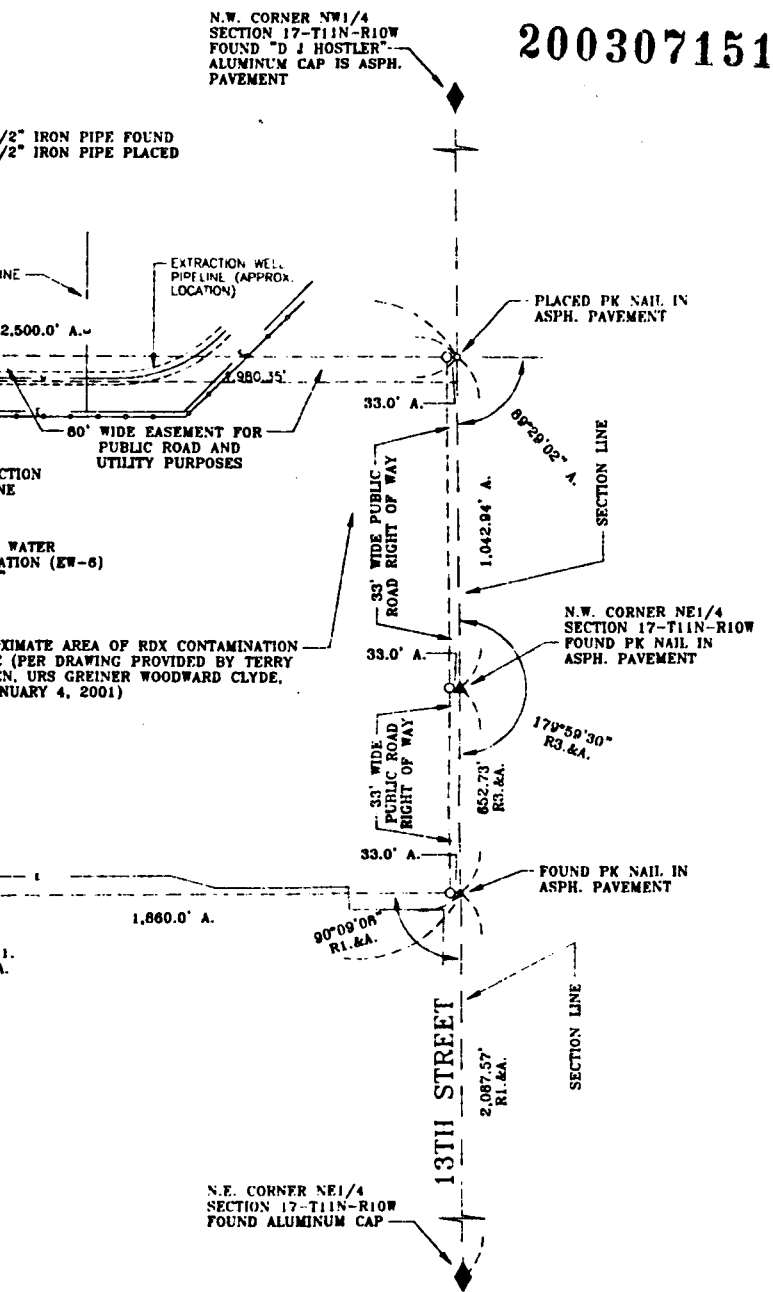
● = INDICATES 1/2"  
○ = INDICATES 1/2"



17-T11N-R10W

**CORNER TIES**

- N.W. CORNER NW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
74.45' N.W. TO NAIL IN POWER POLE  
35.90' S.S.E. TO 1/2" IRON PIPE  
74.21' N.E. TO 1/2" IRON PIPE
- N.W. CORNER NE1/4 - FOUND PK NAIL  
66.40' S.W. TO NAIL IN 20" TREE  
39.40' S.E. TO NAIL IN 12" TREE  
63.40' N.E. TO NAIL IN POWER POLE
- N.E. CORNER NE1/4 - FOUND ALUMINUM CAP  
61.26' N.W. TO NAIL IN FENCE BRACE POST  
81.26' S.E. TO NAIL IN POWER POLE  
48.49' N.P. TO TOP CENTER OF FIRE HYDRANT
- S.E. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
70.98' N.W. TO NAIL IN FENCE CORNER POST  
72.20' S.W. TO NAIL IN FENCE CORNER POST  
64.50' S.E. TO "X" NAILS IN FENCE CORNER POST
- S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
67.00' S.W. TO NAIL IN 18" TREE  
78.90' S.S.W. TO NAIL IN POWER POLE  
57.20' N.E. TO NAIL IN 8" TREE
- S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
79.20' N.W. TO NAIL IN POWER POLE  
48.05' S.W. TO "X" NAILS IN POWER GUY POLE  
95.20' N.E. TO NAIL IN POWER POLE



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southwest Quarter (SW1/4), a part of the Northwest Quarter (NW1/4), a part of the Northeast Quarter (NE1/4), and a part of the Southeast Quarter (SE1/4), all being in Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the 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 Sixty Three and Twenty Six Hundredths (1,063.26) feet; thence deflecting right 90°38'31" and running northerly, a distance of Two Thousand Seven Hundred Ninety and Thirty Eight Hundredths (2,790.38) feet; thence deflecting right 89°00'12" and running northeasterly, a distance of One Thousand Eight Hundred Twenty Nine and Fourteen Hundredths (1,829.14) feet; thence deflecting right 110°37'28" and running southerly, a distance of One Thousand Four Hundred Five and Seventeen Hundredths (1,405.17) feet; thence deflecting right 86°54'37" and running westerly, a distance of Ninety Eight and Forty Two Hundredths (98.42) feet; thence deflecting left 86°08'10" and running southerly, a distance of Two Hundred Forty Four and Twelve Hundredths (244.12) feet; thence deflecting left 91°37'57" and running easterly, a distance of One Hundred Five and Eighty Seven Hundredths (105.87) feet; thence deflecting right 89°51'27" and running southerly, a distance of One Thousand Seven Hundred Seventy Three and Four Tenths (1,773.40) feet to a point on the south line of said Southeast Quarter (SE1/4), said point being Two Thousand Twenty Three and Sixty Seven Hundredths (2,023.67) feet west of the southeast corner of said Southeast Quarter (SE1/4); thence deflecting right 89°48'52" and running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Six Hundred Sixty Seven and Fifteen Hundredths (667.15) feet to the point of beginning and containing 122.210 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

PT. OF THE SW1/4, PT. OF THE NW1/4, PT. OF THE NE1/4, & PT. OF THE SE1/4 SECTION 17-T11N-R10W HALL COUNTY, NEBRASKA	2003 01-21-2003 I W 2003
<b>LAND SURVEY</b>	
<b>BENJAMIN &amp; ASSOCIATES, INC.</b> ENGINEERS & SURVEYORS P. O. BOX 339 PHONE 382-8485 - AREA CODE 300 GRAND ISLAND, NEBRASKA 68802-0339	

TRACT NO. 37B

EXHIBIT "A-3" ATTACHED TO AND MADE  
 A PART OF QUITCLAIM DEED

200307151

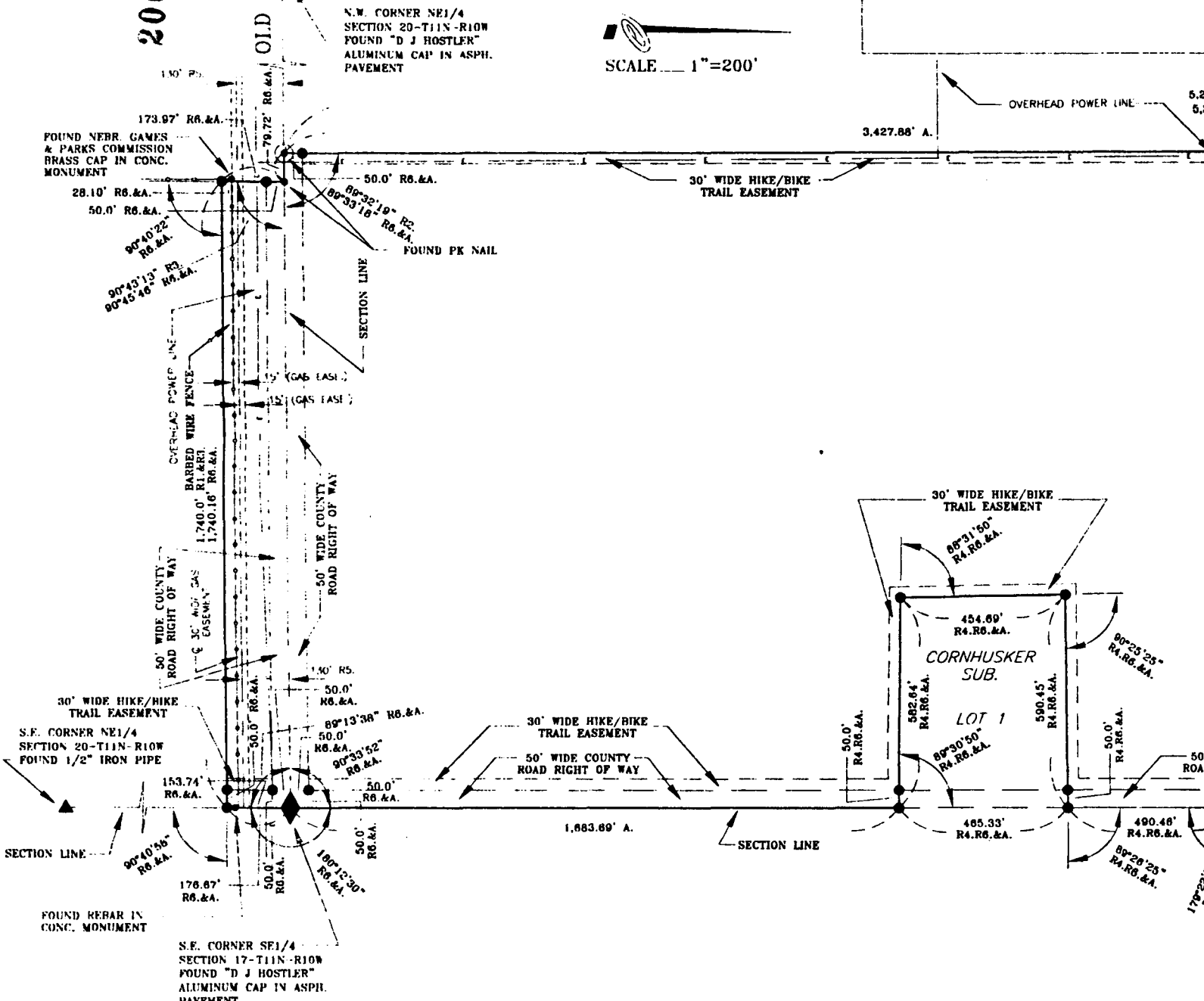
OLD POTASH HWY.

- R1. - RECORDED DISTANCE ON QUITCLAIM DEED (PARCEL NO. 3 - NEBRASKA GAMES AND PARKS COMMISSION) IN DEED BOOK 186, PAGE 443, HALL COUNTY REGISTER OF DEEDS OFFICE
- R2. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 7)
- R3. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 2)
- R4. - RECORDED DISTANCE AND/OR ANGLE ON PLAT OF CORNHUSKER SUBDIVISION
- R5. - RECORDED DISTANCE ON DRAWINGS OF GAS LINE EASEMENT PROVIDED BY JO SHORT, CORNHUSKER AAP OFFICE
- R6. - RECORDED DISTANCE AND/OR ANGLES ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 28, 2001
- A. - ACTUAL DISTANCE AND/OR ANGLE

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

**CORNER TIES**  
 N.W. CORNER NE1/4 OF SECTION 20-T11N-R10W - FOUND IN ASPH. PAVEMENT  
 87.00' S.W. TO NAIL IN 18" TREE  
 78.00' S.E.W. TO NAIL IN POWER POLE  
 67.20' N.E. TO NAIL IN 8" TREE  
 S.E. CORNER NE1/4 OF SECTION 20-T11N-R10W - FOUND  
 43.64' S.E. TO NAIL IN GATE POST  
 32.30' E. TO NAIL IN POWER POLE  
 40.59' N.E. TO NAIL IN GATE POST  
 S.E. CORNER SE1/4 OF SECTION 17-T11N-R10W - FOUND IN ASPH. PAVEMENT  
 70.98' N.W. TO NAIL IN FENCE CORNER POST  
 72.20' S.W. TO NAIL IN FENCE CORNER POST  
 84.50' S.E. TO "X" NAILS IN FENCE CORNER POST

SCALE 1"=200'



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southeast Quarter (SE1/4), and a part of the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., and a part of the Northeast Quarter (NE1/4) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) 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 Southeast Quarter (SE1/4) of said Section Seventeen (17); thence running northerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Seventeen (17), a distance of One Thousand Six Hundred Eighty Three and Sixty Nine Hundredths (1,683.69) feet to the southeast corner of Cornhusker Subdivision; thence deflecting left 89°30'50" and running westerly, along and upon the south line of said Cornhusker Subdivision, a distance of Five Hundred Eighty Two and Sixty Four Hundredths (582.64) feet to the southwest corner of said Cornhusker Subdivision; thence deflecting right 88°31'50" and running northerly, along and upon the west line of said Cornhusker Subdivision, a distance of Four Hundred Fifty Four and Sixty Nine Hundredths (454.69) feet to the northwest corner of said Cornhusker Subdivision; thence deflecting right 90°25'25" and running easterly, along and upon the north line of said Cornhusker Subdivision, a distance of Five Hundred Ninety and Forty Five Hundredths (590.45) feet to the northeast corner of said Cornhusker Subdivision, said point also being on the east line of the Southeast Quarter (SE1/4) of said Section Seventeen (17); thence deflecting left 89°26'25" and running northerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Seventeen (17), a distance of Four Hundred Ninety and Forty Six Hundredths (490.46) feet to the southeast corner of the Northeast Quarter (NE1/4) of said Section Seventeen (17), thence deflecting right 00°37'39" and running northerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Seventeen (17), a distance of One Thousand Six Hundred Ninety Seven and Sixty Four Hundredths (1,697.64) feet to a point which is Nine Hundred Fifty (950.0) feet south of the northeast corner of the Northeast Quarter (NE1/4) of said Section Seventeen (17); thence deflecting left 117°18'11" and running southwesterly, a distance of Two Thousand Sixty Five and Five Hundredths (2,065.05) feet; thence deflecting left 83°28'38" and running southerly, a distance of Three Thousand Four Hundred Twenty Seven and Eighty Eight Hundredths (3,427.88) feet to a point on the south line of the Southeast Quarter (SE1/4) of said Section Seventeen (17); thence deflecting left 90°28'42" and running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Seventeen (17), a distance of Seventy Nine and Seventy Two Hundredths (79.72) feet; thence deflecting right 90°45'46" and running southerly, a distance of One Hundred Seventy Three and Ninety Seven Hundredths (173.97) feet; thence deflecting left 90°40'22" and running easterly, a distance of One Thousand Seven Hundred Forty and Sixteen Hundredths (1,740.16) feet to a point on the east line of the Northeast Quarter (NE1/4) of said Section Twenty (20); thence deflecting left 89°19'02" and running northerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Twenty (20), a distance of One Hundred Seventy Six and Sixty Seven Hundredths (176.67) feet; to the point of beginning and containing 163.529 acres, more or less.



FOUND "D J HOSTLER" ALUMINUM CAP

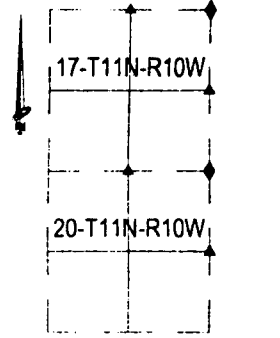
S.E. CORNER NE1/4 OF SECTION 17-T11N-R10W - FOUND 1 3/4" CRIMPED IRON PIPE  
51.80' N.W. TO NAIL IN FENCE BRACE POST  
51.80' S.W. TO NAIL IN FENCE BRACE POST  
32.80' E. TO REBAR IN CONC. W.C.

FOUND 1/2" IRON PIPE

N.E. CORNER NE1/4 OF SECTION 17-T11N-R10W - FOUND ALUMINUM CAP  
61.08' N.W. TO NAIL IN FENCE BRACE POST  
61.28' S.E. TO NAIL IN POWER POLE  
48.49' N.E. TO TOP CENTER OF FIRE HYDRANT

FOUND "D J HOSTLER" ALUMINUM CAP

N.W. CORNER NE1/4 OF SECTION 17-T11N-R10W - FOUND PK NAIL  
66.40' S.W. TO NAIL IN 20" TREE  
38.40' S.E. TO NAIL IN 12" TREE  
63.40' N.E. TO NAIL IN POWER POLE



N.W. CORNER NE1/4 SECTION 17-T11N-R10W FOUND PK NAIL

5,288.08' R2.  
5,287.88' A.

63°28'38" A.

1,860.0' A.

33.0' R0.&A.

200307151

APPROXIMATE AREA OF RDX CONTAMINATION PLUME (PER DRAWING PROVIDED BY TERRY THONEN, URS GREINER WOODWARD CLYDE, ON JANUARY 4, 2001)

2,065.05' A.

1,859.61' R2.R0.&A.

13TH STREET

50' WIDE COUNTY ROAD RIGHT OF WAY

30' WIDE HIKE/BIKE TRAIL EASEMENT

60TH ROAD

17°22'21" R0.&A.

S.E. CORNER NE1/4 SECTION 17-T11N-R10W FOUND 1 3/4" CRIMPED PIPE

SECTION LINE

1,897.64' A.

2,647.64' R0.&A.

58.27' A.

117°18'11" A.

950.0' A.

62°41'49" A.

N.E. CORNER NE1/4 SECTION 17-T11N-R10W FOUND ALUMINUM CAP

**SURVEYOR'S CERTIFICATE**

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

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

PART SE1/4 AND NE1/4 OF SECTION 17-T11N-R10W, AND PART NE1/4 OF SECTION 20-T11N-R10W HALL COUNTY, NEBRASKA		CAMP 388 REVISED 38 12-28-02
LAND SURVEY		12-31-2002
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-6466 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68801-0339		L. W. 12-31-2003 H/D TRAM FASHPAT REV. C. 77 2301 D.H. DWYER

TRACT NO. 388

EXHIBIT "A-4" ATTACHED TO AND MADE A PART OF QUITCLAIM DEED

CERTIFICATE OF AUTHORITY

200307151

I hereby certify that I am the Secretary, of  
*(Secretary or Attesting Officer)*  
 the organization named in the foregoing agreement with the United States of  
 America; that said organization is organized under the laws of the state of  
Nebraska;  
*(State)*  
 that the seal, if applicable, affixed to said instrument  
 is the seal of said organization; that Gary Hedman,  
*(Name of Officer)*  
 who signed said agreement was then General Manager, of said  
*(Title of Officer)*  
 organization and has been duly authorized to sign the foregoing agreement on  
 behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the  
 Signature of said Officer; and that said signature affixed to such agreement is  
 genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,  
 if applicable, of said organization, this 17th day of March, 2003.

Mike Lowry  
*Secretary or Attesting Officer*  
 Mike Lowry, Secretary

SOUTHERN PUBLIC POWER DISTRICT,  
 a public corporation and political  
subdivision of the State of Nebraska  
*Corporation or Organization*

*This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.*

ENTERED AS INSTRUMENT NO  
201402274

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2014 APR 17 PM 3 21

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

CASH 112.00  
CHECK 5895.00

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

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 4-17-14  
\$ 5895.00 By PG

C  
112.00

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is hereby declared and granted as of this 16 day of April, 2014, by SOUTHERN PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, organized and existing under the laws of the State of Nebraska and having its principal place of business at 4550 West Husker Highway, P.O. Box 1687, Grand Island, Nebraska, 68803 ("Grantor"), to Jerald D. Woitaszewski and Linda Woitaszewski ("Grantee") on property located in Hall County, Nebraska, as more fully described below.

**WITNESSETH**

**WHEREAS**, Grantor is the owner in fee simple of a certain property of approximately 396.657 acres in size located in Hall County, Nebraska, and described in a deed recorded in the Hall County Registry of Deeds ("Property"); and

**WHEREAS**, the Property is known as Cornhusker Army Ammunition Plant, and has undergone an environmental restoration by the Department of the Army; 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

**NOW, THEREFORE:**

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



ABSTRACT

## I. CONVENYANCE

Grantor, for and in consideration of \$10.00 dollars and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor; and the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim, to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all its right, title and interest, in and to the following described property, and more particularly shown on the survey of the Property, located in Hall County, State of Nebraska, including any improvements thereon:

A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., and all of the Northwest Quarter (NW1/4), a part of the Northeast Quarter (NE1/4), a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4), of Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., all being in Hall County, Nebraska, and more particularly described as follows:

First to ascertain the point of beginning; start at the southeast corner of the Southeast Quarter (SE1/4) of said Section Eighteen (18); thence running westerly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Eighteen (18), a distance of Four and Ninety Five Hundredths (4.95) feet to the centerline of the Alda Road right-of-way; thence deflecting right 89°37'49" and running northerly, along and upon said approximate centerline of the Alda Road right-of-way, a distance of Five Hundred Eighty One and Forty Eight Hundredths (581.48) feet to the ACTUAL point of beginning; thence continuing northerly, along and upon the previously described course; a distance of Seven Hundred Fifty and Eight Hundredths (750.08) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the left whose radius is 722.17 feet, said curve also being the approximate centerline of the Alda Road right-of-way, a distance of Five Hundred Sixty Two and Seventy Nine Hundredths (562.79) feet (long chord = 548.66', long chord deflecting left 22°18'15" from the previously described course) to a point of tangency; thence deflecting left 22°19'31.5" from the chord of the previously described curve and running northwesterly, along and upon said centerline of the Alda Road right-of-way, a distance of One Hundred Thirty Seven and Sixty Three Hundredths (137.63) feet to a point of curvature; thence running northwesterly along and upon the arc of a curve to the right whose radius is 737.93 feet, said

curve also being the approximate centerline of the Alda Road right-of-way, a distance of Five Hundred Sixty Nine and Eighty Nine Hundredths (569.89) feet (long chord = 555.83', long chord deflecting right  $22^{\circ}07'27''$  from the previously described course) to a point of tangency; thence deflecting right  $22^{\circ}07'27''$  from the chord of the previously described curve and running northerly, along and upon said approximate centerline of the Alda Road right-of-way, a distance of One Hundred and Seventy Seven Hundredths (100.77) feet; thence deflecting right  $00^{\circ}47'14''$  and running northerly, along and upon said approximate centerline of the Alda Road right-of-way, a distance of Two Thousand Three Hundred Thirty Eight and Ninety One Hundredths (2,338.91) feet; thence deflecting right  $28^{\circ}36'59''$  and running northeasterly, along and upon said approximate centerline of the Alda Road right-of-way, a distance of Four Hundred Sixty Two and Fifty Three Hundredths (462.53) feet to a point on the north line of the Northeast Quarter (NE1/4) of said Section Eighteen (18); thence deflecting right  $61^{\circ}22'23''$  and running easterly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Eighteen (18), a distance of Two Hundred Seventy Five and Forty Eight Hundredths (275.48) feet to the northwest corner of the Northwest Quarter (NW1/4) of said Section Seventeen (17); thence deflecting left  $00^{\circ}36'48''$  and running easterly, along and upon the north line of the Northwest Quarter (NW1/4) of said Section Seventeen (17), a distance of Two Thousand Six Hundred Fifty Nine and Three Tenths (2,659.30) feet to the northeast corner of the Northwest Quarter of said Section Seventeen (17); thence deflecting right  $00^{\circ}00'06''$  and running easterly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Seventeen (17), a distance of Six Hundred Fifty Two and Eighty Nine Hundredths (652.89) feet to a point, said point being the northwest corner of a property referred to as "PARCEL NO. 7"; thence deflecting right  $90^{\circ}08'36''$  and running southerly, along and upon a west line of said "PARCEL NO. 7", a distance of Three Thousand Two Hundred Sixty Five and Eleven Hundredths (3,265.11) feet to a corner of said "PARCEL NO. 7"; thence deflecting right  $86^{\circ}54'48''$  and running westerly, along and upon a north line of said "PARCEL NO.7", a distance of Ninety Eight and Thirty Nine Hundredths (98.39) feet to a northwest corner of said "PARCEL NO.7"; thence deflecting left  $85^{\circ}08'44''$  and running southerly, along and upon a west line of said "PARCEL NO. 7", a distance of Two Hundred Forty Four and Fourteen Hundredths (244.14) feet to a southwest corner of said "PARCEL NO. 7"; thence deflecting left  $91^{\circ}37'34''$  and running easterly, along and upon a south line of said "PARCEL NO. 7", a distance of One Hundred Five and Seventy Nine Hundredths (105.79) feet to a

corner of said "PARCEL NO. 7"; thence deflecting right 89°51' 34" and running southerly, along and upon a west line of said "PARCEL NO. 7", a distance of One Thousand Six and Fifty Three Hundredths (1,006.53) feet to a point, said point being Thirty (30.0) feet northwest of (measured radial to) the centerline of an east-west railroad track curve; thence running southwesterly, along and upon a curve to the right whose radius is 536.29 feet, said curve being Thirty (30.0) feet northwest of (measured radial to) said centerline of an east-west railroad tract curve, a distance of Four Hundred Sixty Nine and Seventy Eight Hundredths (469.78) feet (long chord = 454.63', long chord deflecting right 62°04'47" from the previously described course) to a point of tangency; thence deflecting right 26°17'38" from the chord of the previously described curve, and running westerly, parallel with and Thirty (30.0) feet north of (measured perpendicular to) the centerline of said east-west railroad tract centerline, a distance of Seventy Eight and Sixteen Hundredths (78.16) feet; thence deflecting right 01°57'41" and running westerly, parallel with and Thirty (30.0) feet north of (measured perpendicular to) the centerline of said east-west railroad tract centerline, a distance of Two Thousand Eight Hundred Thirty Six and Forty Five Hundredths (2,836.45) feet to the ACTUAL point of beginning and containing 396.657 acres, more or less, of which, 9.338 acres, more or less, is presently occupied by public road right-of-way.

RESERVING, however, to the United States of America and its assigns, ownership of and exclusive use of any and all existing monitoring wells located upon the property, including but not limited to well G0021 and well G0067, as referenced in the following deeds: No. 0200708364, 0200708365, 0200308166, 0200308167, all recorded in Hall County, Nebraska. The Grantee and its heirs, successors and assigns shall allow ingress and egress across the property for the purpose of transporting any and all equipment necessary to the purpose of monitoring and/or closing any or all wells.

RESERVING, however, to the United States of America and its assigns, a perpetual and assignable easement for the operation of any and all existing water lines, and any facilities associated therewith, located upon the property, as referenced in deed No. 0200308167 and No. 0200708364, both recorded in Hall County, Nebraska. The Grantee and its heirs, successors and assigns shall allow ingress and egress across the property for the purpose of transporting any and all equipment necessary to the purpose of monitoring and/or maintenance of such.

RESERVING, however, to the United States of America and its assigns, a perpetual and assignable easement and rights-of-way, thirty (30) feet in width, in, on, over, and across the real property, as referenced in deed No. 0200308167 and No. 0200308166, both recorded in Hall County, Nebraska. The Grantee and its heirs, successors and assigns shall allow ingress and egress across the property for the purpose of installation, operation, use, repair, replacement, and maintenance of a railroad, railroad tracks, ballast, and associated railroad facilities.

RESERVING, however, to the United States of America and its assigns, a perpetual and assignment easement and right in, upon, over, across the property as follows: no new or existing water wells or any ground water may be utilized for domestic purposes. Domestic purposes include those for human consumption, sanitation, bathing, cooking, laundering, and swimming. Domestic purposes do not include crop irrigation, watering of livestock, and fire control. Ground water means water which occurs in or moves, seeps, filters, or percolates through ground under the surface of the land. This reservation includes a perpetual right of access to any and all portions of the property for the purpose of monitoring compliance with and enforcing said easement, including the right, at the sole expense of the Grantee, its heirs, successors, and assigns, to close and decommission any water wells being constructed, maintained, or utilized on the land for domestic purposes and to disconnect and remove any related pumping equipment, piping and utilities. Said easement may be enforced in any court of competent jurisdiction. In the event that explosive contamination in the groundwater, as identified in the Record of Decision, is attenuated to less than the cleanup levels established in Table 1 of the final revised Operable Unit 1 Record of Decision Amendment signed on 28 September 2001, or any later amendments to this Record of Decision, the underlying fee owner(s) may file a written application with the U.S. Army Corps of Engineers, Omaha District, Real Estate Division, Omaha, Nebraska, for a written release of said easement. A copy of this application shall be furnished to the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality. Said release will be issued to the underlying fee owner(s) only in the event that the Army Corps of Engineers, in its sole discretion, gives its approval. In the event such release is issued, the underlying fee owner(s) will bear all costs of recording the release in the local county records.

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 heirs, successors and assigns forever.

## **II. ENVIRONMENTAL COVENANTS, NOTICES, EXCLUSIONS, RESERVATIONS, AND RESTRICTIONS**

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

### **A. CERCLA Covenant and Reserved Access**

Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA) 42 U.S.C. Section 9620(h)(3), the Grantor has made a complete search of its records concerning the property subject to this Deed. Those records indicate that the hazardous substances, as defined by Section 101 (14) of CERCLA, have been stored for one year or more (S), released (R), or disposed of (D), shown on "Exhibit A", on the property during the time the property was owned by the United States of America. The Grantee should review the Final Environmental Baseline Survey No. 38-EH-8519-

99 dated 9-20 November 1998, and the Finding of Suitability to Transfer (FOST) dated March 2007 with further questions.

Remedial Action necessary to ensure protection of human health and the environment was undertaken by the Grantor's predecessor, the United States of America. Except in those situations where the Grantee, its successors or assigns, hereunder are potentially responsible parties, as defined by CERCLA, any additional remedial action found to be necessary with respect to any such substance remaining on the property after the date hereof shall be conducted by the United States.

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

The United States of America and its assigns 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 the United States of America. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the then owner and any authorized occupant of the Property) to enter upon the herein described Property and conduct investigations and surveys, to include drilling, testing-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. The United States will provide the record title owner reasonable advance notice of such activities, responses, or remedial actions. This subparagraph shall not affect the United States' future responsibilities, if any, to conduct response actions or corrective actions that are required by applicable laws, rules, and regulations.

#### **B. Federal Facility Agreement**

The Grantee acknowledges that this property, part of what is collectively known as the Cornhusker Army Ammunition Plant, has been identified as a National Priority List (NPL) site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Federal Facility Agreement (hereinafter "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, is available for inspection by the Grantee upon request to the Army Corps of Engineers. The Grantee, its successors and assigns, agree that should any conflict arise between the terms of the FFA, or any of its amendments, and any terms of this transfer, the terms of the FFA will take precedence. The United States of America, its assigns, and the Grantor assume no liability to the Grantee, its heirs, successors and



assigns, should implementation of the FFA interfere with their use of the property. The Grantee, its heirs, successors and assigns shall have no claim on account of any such interference.

**C. Environmental Baseline Survey (EBS) and Finding of Suitability (FOST)**

The Grantee has had access to and opportunity to inspect the technical environmental reports, including the Environmental Baseline Surveys for the Property dated [*sic*] November 1998, as amended by Amendment No. 1, signed April 2002, and the FOST for the property dated March 2007. The Grantee has inspected the property and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use.

If an actual or threatened release of a hazardous substance or petroleum product is discovered on the property after the date of conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its heirs, successors or assigns shall be responsible for such release or newly discovered substance unless Grantee can demonstrate such substance was due to activities, ownership, use or occupation of the property prior to this conveyance. Grantee shall be solely responsible and agrees to release Grantor from any and all liability or responsibility for any claims arising solely out of the releases of any hazardous substance or petroleum product on the property occurring after the date of this conveyance, where such substance or product was placed on the property by the Grantee, its heirs, successors, assigns, employees, agents, invitees, or contractors after the date of the conveyance.

**D. Notice of the Presence of Asbestos and Covenant**

The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

**E. Notice of the Presence of Lead-Based Paint (LBP) and Covenant Against the Use of the Property for Residential Purpose**

The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

The Grantee covenants and agrees it shall not permit the occupancy or use of any building or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

**F. Polychlorinated Biphenyls (PCBs)**

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

**G. Endangered Species Act**

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

**H. Land Use Restrictions**

After careful environmental study of the Property, and to which the Grantee agrees, the highest and best use of the Property is limited by its environmental condition to commercial/industrial/agricultural uses. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the Grantor, the State of Nebraska and the Grantee, the following covenants/restrictions/reservations are included in this Deed to assure the use of the Property is consistent with environmental conditions of the Property. The following

covenants/restrictions/reservations benefit both the lands retained by the Grantor and the general public welfare and are consistent with the State of Nebraska and Federal environmental statutes.

### **1. Commercial/Industrial/Agricultural Use Restrictions**

The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for commercial/industrial/agricultural purposes and not for residential purposes, the Property having been remediated only for commercial/industrial/agricultural uses. Commercial, Industrial and Agricultural uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels and retail activities. Residential use includes, but is not limited to, housing, day care facilities, and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.

Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential use of the Property. Any additional remediation will be at no additional cost to the Grantor or its predecessors, and must have prior written consent from U.S. Army Corps of Engineers. Consent may be conditioned upon such terms and conditions as is deemed reasonable and appropriate by the U.S. Army Corps of Engineers, including performance and payment bonds and insurance. Upon completion of such remediation required to allow residential use of the Property and upon the Grantee's obtaining the approval of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency (EPA) and the Nebraska Department of Environmental Quality (DEQ) and, if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of Nebraska, Hall County, as this Deed, a Partial Release of Covenant. Grantee shall bear the cost of recording and reasonable administrative fees.

### **2. Enforcement**

The above covenants/restrictions/reservations shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and the State of Nebraska. These covenants/restrictions/reservations are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

The Grantee covenants for itself, its successors and assigns that it shall include and otherwise make legally binding the above land use covenants/restrictions/reservations in all subsequent leases and transfer or conveyance documents relating to the Property subject hereto. Notwithstanding this provision, failure to include these land use restrictions in subsequent conveyances does not abrogate the status of these covenants/restrictions/reservations as binding upon the parties, their successors and assigns.

The Grantee, for itself, its successors and assigns, covenants that it will not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

Notwithstanding any other provision of this Deed; any agreement between the Grantee and the Grantor; the provisions of CERCLA, including CERCLA Section 120(h)(3), as amended,

the Grantee on behalf of itself, its successors and assigns, covenants and agrees that the Grantee or the then record owner of the Property will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of the land use restrictions.

### 3. Submissions

**Modification of Restrictions.** The Grantee shall submit any requests to use the Property for residential purposes, install monitoring wells or other modification to the above restrictions to the United States of America, with a copy to EPA and Nebraska DEQ, by first class mail, postage prepaid, addressed as follows:

- |               |   |
|---------------|---|
| (a) to USA:   | Corps of Engineers, Omaha District<br>ATTN: CENWO-RE<br>106 South 15th Street<br>Omaha, NE 68102-1618 |
| (b) to EPA:   | U.S. Environmental Protection Agency<br>Region VII<br>901 North 5th Street<br>Kansas City, KS 66101   |
| (c) to State: | Nebraska Department of Environmental Quality<br>P.O. Box 98922<br>Lincoln, NE 68509-8922              |

#### I. Notice of Underground Storage Tanks/Aboveground Storage Tanks

The Grantee is hereby informed and does acknowledge that Underground Storage Tanks and Aboveground Storage Tanks that contained gasoline, diesel fuel and heating oil, were formerly located on the premises. All underground storage tanks and surrounding soil were removed no later than 1993. The aboveground storage tanks were removed in 2002.

#### J. Notice of the Potential Presence of Munitions and Explosives of Concern (MEC)

1. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (i) Unexploded Ordnance (UXO), as defined in 10 U.S.C. § 101(e)(5); (ii) Discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(2); or (iii) Munitions constituents (e.g., TNT, ROX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.

2. The Property (specifically Load Line 1) was previously used as a load, assemble and pack (LAP) facility for the production of artillery shells, mines, bombs, and rockets. The following munitions responses were conducted.
  - i. In 2001-2003, thermal decomposition and demolition of the buildings that remained at the load lines was performed. Following demolition of the buildings, the soil under the former building locations was tested to determine if the explosives content of the soil exceeded 10% (levels above this are considered explosive safety hazards). Any soil exceeding this level was remediated.
  - ii. In 2003-2004, a geophysical investigation of Load Line 1 was conducted, as part of activities designed to certify the load line properties safe for transfer. The purpose of this investigation was to locate potential buried MEC items at the load line. The investigation was conducted at areas outside the building footprints. Following geophysical mapping of anomalies, intrusive investigation of the anomalies was conducted. At Load Line 1, a total of 13,110 anomalies were dug, the majority of which were buried metal objects related to farming or construction activities. Two of the anomalies that were dug were rocket warheads, an M28A 3.5-inch HEAT Rocket warhead and an M29A2 3.5-inch Practice Rocket. It was determined that the warheads did not contain any explosive residue so they were classified as munitions debris and the items were properly removed. In addition, two burial pits with asbestos-containing material were located during this investigation.
  - iii. Work to remove buried asbestos-cement sewer lines on Load Line 1 was conducted in March through May of 2006. After sewer removal, limited subsurface screening of soils under the sewers was performed to confirm that the explosives content of the soil was not greater than 10%. The majority of the samples for Load Line 1 resulted in a level of less than 0.001 % total explosives, with the highest result being 0.0032% total explosives. Because these results were far below the value that is considered an explosive safety hazard (greater than 10% explosives), the soils beneath the sewer lines were left in place.
  - iv. The buried asbestos debris areas that were discovered as part of the geophysical investigation were excavated and removed in June and July of 2006. The purpose of this removal project was also to remove any buried MEC that might be associated with the asbestos debris areas and to obtain 5X certification for the remaining portions of Load Line 1. The excavated soils and waste materials were inspected for MEC and verification samples were collected and analyzed. No MEC was discovered during this project.

- v. The Load Line 1 property received 5X certification. The SX certification for the Load Line 1 property that is included in Tract 3 7D was dated 31 December 31 2004 (*sic*), while the former debris pits located on Load Line 1 that contained ACM are included under the 5X certification dated 10 January 2007. A summary of MEC discovered on the property is provided in Exhibit "A," attached hereto and made a part hereof.
3. To the best of Grantor's knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.
4. Easement and Access Rights.
  - i. The United States of America or its officers, employees, agents, contractors of any tier, or servants reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.
  - ii. In exercising this easement and right of access, the Grantee or the then record owner shall be given reasonable notice of the intent to enter on the Property, except in emergency situations. Granter shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its

successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

- iii. Neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the United States or its officers, employees, agents, contractors of any tier, or servants on the Property.
5. The Grantee acknowledges receipt of the Statement of MEC Removal, which includes the 5X certificates applicable to this property. The Grantee also acknowledges that it has been notified of access to complete Load Line 1 MEC removal reports, including the *2004 Final Report 5X Certification of Load Line 1* (MKM Engineers, Inc.) and the *2007 Final Report 5X Certification at Load Lines 1 and 2, Asbestos-Containing Material Removal Project* (URS Corporation), through the site repository located at 102 North 60th Road, Grand Island, Nebraska.

#### **K. Wetlands**

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

### **III. GENERAL EXCEPTION 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:

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 by not limited to the following:

- 1. Perpetual Easement No. DACA45-2-99-6157, recorded as No. 99109121, and any amendments, granted to Hall County for road rights-of-way.

2. Perpetual Easement No. DACA45-2-00-6023, recorded in Hall County as No. 200003926 (as referenced in Deed No. 200708364), and any amendments, granted to Hall County for road rights-of-way.

3. Perpetual Easement No. DACA45-2-97-6024, recorded in Hall County as No. 97101563 (as referenced in Deed No. 200308166), and any amendments, granted to Southern Nebraska Rural Public Power District for electric power lines.

4. Easement No. DACA45-2-99-6070, recorded in Hall County as No. 99108017 (as referenced in Deed No. 200708365), and any amendments, granted to NorthWestern Public Service for gas-line rights-of-way.

5. Perpetual Easement No. DACA45-2-01-6078, recorded as No. 200300053 (as referenced in Deed No. 200308166), and any amendments, granted to City of Grand Island for recreation trail rights-of-way. Grantee is not permitted to disturb the area lying within the recreation trail easement.

6. Easement No. DACA45-2-00-6022, recorded in Hall County as No. 200007605, granted to Hall County and Central Platte Natural Resources District for drainage channel rights-of-way.

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

8. 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.

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

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

11. 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.

12. Installation commander agreements, whether or not of record or otherwise approved in writing by Grantee.

#### **IV. MISCELLANEOUS GRANTEE COVENANTS**

Grantee covenants for itself and its successor or assigns and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described above in this Quitclaim Deed. In addition, Grantor and its predecessors 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 predecessors shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

1. It is understood and agreed by Grantee, for itself and its successors and assigns, that except for warranties, responsibilities and agreements of Grantor specifically set forth herein, the Property is conveyed "as is" and "where is" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantor shall not be liable for any latent or patent defects in the Property. Grantee, for itself and its successors and assigns, acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor any agreement or promise to alter, improve, adapt or repair the Property.
2. The Grantee, its successors and assigns, shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license.

#### **CONTROLLING LAW**

The interpretation and performance of this deed shall be governed by both federal law and the laws of the State of Nebraska.

#### **SEVERABILITY**

If any part of this deed shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

#### **ENTIRE AGREEMENT**

This deed sets forth the entire agreement of the parties with respect to rights and a restriction created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

#### **SUCCESSORS**

The covenants, terms, conditions, notices, exclusions, reservations, and restrictions found in this instrument are binding upon, and inure to the benefit of, the parties hereto and their respective representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

### **RIGHT OF FIRST REFUSAL**

Jerald D. and Linda Woitaszewski hereby unconditionally and irrevocably grant to Southern Public Power District, for a term of five (5) years, a Right of First Refusal. Before Jerald D. and Linda Woitaszewski may sell the Property to any third party, Jerald D. and Linda Woitaszewski shall first offer the Property to Southern Public Power District on the same terms and conditions as are offered by the third party. Southern Public Power District shall have ten (10) days during which to accept said offer. If Southern Public Power District does not accept said offer within said period, Jerald D. and Linda Woitaszewski shall be free to accept the third-party offer.

### **INDEMNIFICATION**

The GRANTEE(S), their heirs, successors, and assigns hereby agree to indemnify, release, defend, and hold harmless Southern Public Power District, its employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against Southern Public Power District after the date of this transfer by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to: (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by Southern Public Power District, and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed].

This covenant to indemnify, release, defend, and hold harmless Southern Public Power District shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by Southern Public Power District in a court of competent jurisdiction.

### **RECORDING**

Grantee shall cause this Deed to be duly recorded in the Hall County Registry of Deeds within thirty (30) days after the date of the last required signature, and shall, within thirty (30) days thereafter, provide the USA and EPA with a copy of such recorded Deed, duly certified by the Register of Deeds.

IN WITNESS HEREOF, GRANTOR has caused this deed to be executed this 16 day of April, 2014.

**SOUTHERN PUBLIC POWER DISTRICT,**  
Grantor

Signature: *Neal F. Niedfeldt*  
Print: NEAL F. NIEDFELDT  
PRESIDENT/CEO

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF Hall    )

On this 16 day of April, 2014, before me, a Notary Public in and for said county and state, personally came [name Neal F. Niedfeldt ], [title President/CEO ], of Southern Public Power District ("Grantor"), to me personally known to be the identical person whose name is affixed to the above and has acknowledged the execution hereof to be his voluntary act and deed as such officer and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal the day and year last above written.



*Janice K. Boehle*  
Notary Public

**Exhibit A****Specific Environmental Disclosure**

As previously disclosed and referenced in this deed, this property is encumbered by numerous covenants and restrictions, many of which are due to the storage, release, or disposal of the following Hazardous Substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. § 9607):

1. Explosive contaminated waste, and residues including 2, 4, & 6 trinitrotoluene
2. Cyclotetramethylene - tetranitramine
3. Hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX)
4. 4-amino-2, 6-dinitrotoluene
5. Asbestos
6. Munitions constituents

As of the date of Closing, Southern Public Power District, to the fullest extent of its knowledge without the benefit of any investigation, has fully disclosed the extent of the environmental contamination previously known to exist on the property. Southern Public Power District has solely relied upon prior disclosure of environmental contamination.