

Entered As Instrument No  
0200304712

71.00

STATE OF NEBRASKA ) SS  
COUNTY OF HALL )

2003 APR 17 PM 3 07

*Kathy Brand*  
REG OF DEEDS

200304712

*Q*  
CASH 71.00

CHECK \_\_\_\_\_

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REFUNDS:

CASH \_\_\_\_\_

CHECK \_\_\_\_\_

NEBRASKA DOCUMENTARY	
STAMP TAX	
Date	<u>4-17-2003</u>
By	<u>MN</u>

G.I. ABSTRACT

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

200304712

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Parts of Acquisition Tracts Nos. 77 and 78  
Land Management Tract No. 49

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 2nd day of April, 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 **Michael Schneider, 15681 California Street, Omaha, Nebraska 68118**, hereinafter referred to as Grantee.

**WITNESSETH:**

**WHEREAS**, said Act authorizes the Secretary of the Army to convey the "Property" herein described 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.

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Three Hundred Seven Thousand Six Hundred Nine and 20/100 Dollars (\$307,609.20); 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 a part of the Northeast (NE1/4) and a part of the Southeast (SE1/4) of Section Nineteen (19), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, and part of the Northeast (NE1/4) of Section Thirty (30), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all being Hall County, Nebraska, containing 258.497 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:

**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 1 March 2002, 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 Subsection III.b. shall not affect the Grantor's future responsibilities, if any, to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

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

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

##### **a. Federal Facility Agreement**

A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army, effective September 1990, and a copy of any amendments thereto, are available for the Grantee's review at the Office of the Commander's Representative. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the Property transfer, the United States assumes no liability to the 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 30 March 2001, and the FOST for the property dated January 2001, 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, subject to the provisions of Section III.a., 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 on or after 1 March 2002, 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 prior to 1 March 2002. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring on or after 1 March 2002, where such substance or product was placed on the Property by Grantee, or its successors, assigns, employees, invitees, agents or contractors. 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 or Subsection III.a. This Subsection IV.b.2. shall not be construed as an admission of or as establishing liability against Grantor and/or Grantee for any PCB releases from equipment mentioned in Subsection IV.e.

**c. Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Existing Building for Residential Purposes**

1. The Grantee is hereby informed and does acknowledge that the building on the Property, which was constructed or rehabilitated prior to 1978 ("Existing Building"), is 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 such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling. Grantor, in requiring the provisions of Subsection IV.c., acknowledges that the Existing Building has not been used as Residential Real Property.

2. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the Grantee. All purchasers must receive the federally-approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this subparagraph.

3. The Grantee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

4. The Grantee covenants and agrees that it shall not permit the occupancy or use of the Existing Building on the Property as Residential Real Property without complying with this section and all applicable Federal, state, and local laws regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Existing Building subsequent to sale 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) (hereinafter Title X).

5. Before use of the Existing Building as Residential Real Property, the Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (2) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines, with the addition of abatement of bare soil with lead levels higher than 2000 ppm; and (3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

6. In complying with the requirements of Subsections IV.c. 1, 4 and 5, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards in the Existing Building on the Property found to be necessary as a result of the subsequent use of the Existing Building. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

7. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of Grantee's noncompliance with Subsections IV.c. 1, 4, 5 and 6 in regard to use of the Existing Building as Residential Real Property after the date of this Deed; provided, however, the Grantee shall not be responsible for indemnifying or holding the Grantor or any other indemnified party harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of (i) exposure to lead-based paint that occurred prior to 1 March 2002, or (ii) for acts or omissions occurring after Grantee is no longer the title holder of record or (iii) during and as a result of any exercise of Grantor's right of access pursuant to Subsection III.b.

8. The covenants, restrictions, requirements and obligations of this Subsection IV.c. shall be binding upon the Grantee, its successors and assigns and all future owners, solely for acts and omissions that occur during such time any of the same are the title holder of record of the Property, and shall be deemed to run with the land.

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

1. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") has been found in buildings and structures on the Property, as described in the EBS. The ACM in the Existing Building on the Property does not currently pose a threat to human health or the environment, and all friable asbestos that posed a risk to human health has been removed.

2. The Grantee covenants and agrees that its use and occupancy of the Existing Building will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos in the Existing Building, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees Grantor shall not be responsible for any future remediation of asbestos found to be necessary in the Existing Building.

3. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

4. The Grantee acknowledges that it has inspected the Existing Building as to its asbestos 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 the Existing Building, including, without limitation, any asbestos hazards or concerns.

5. The Grantor assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or ACM in the Existing Building, or whether the Existing Building is or is not suitable for a particular purpose. The Grantee further agrees, solely in regard to acts or omissions that occur during such time Grantee is the title holder of record of the Property, to indemnify and hold harmless the Grantor, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, penalties, costs and attorneys' fees arising out of or in any manner predicated upon, future asbestos abatement or remediation from the Existing Building; disposal of ACM or asbestos after conveyance to the Grantee; personal injury, death or

property damages resulting from, related to, caused by or arising out of exposure to asbestos within the Existing Building after the conveyance of such portion of the Property to the Grantee. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this Subsection. The Grantee shall not be responsible for indemnifying or holding the Grantor or any other indemnified party harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of (i) exposure to asbestos that occurred prior to 1 March 2002 or (ii) during and as a result of any exercise of Grantor's right of access pursuant to Subsection III.b.

**e. Polychlorinated Biphenyls (PCBs) Containing Equipment Notification**

The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exist on a portion of the Property hereby conveyed (as described under Easement DA25-066-ENG-11968 and Easement No. DACA45-2-97-6024 referred to in Subsection V.a.1 and 2) and such equipment is owned by Southern Public Power District (SPPD), subject to the terms of such easements and applicable laws and regulations.

**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 as indicated on Exhibit "A":

1. Easement DA25-066-ENG-11968 granted to Consumers Public Power District for electric power-line rights-of-way.

2. Easement DACA45-2-97-6024 granted to Southern Nebraska Rural Public Power District (SPPD) for electric power-line and substation rights-of-way.

3. Easement DACA45-2-99-6157 granted to Hall County for road rights-of-way.

4. Easement DACA45-2-00-6023 granted to Hall County for road rights-of-way.

5. Easement DACA45-2-00-6022 granted to Hall County for drainage ditch rights-of-way.

6. 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 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. 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. Notwithstanding the foregoing, except for lessees/licensees of the Grantee, Grantee shall have no duty to assure performance by its successors and assigns or otherwise enforce any of the agreements and covenants of this Quitclaim Deed against its successors and assigns.

a. Except as otherwise stated in this Quitclaim Deed, it is understood and agreed by Grantee, for himself and his successors and assigns, that (1) the Property is conveyed "*as is*" and "*where is*" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions, (2) Grantor shall not be liable for any latent or patent defects in the Property, and (3) Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor 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.

**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.

**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 2nd day of April, 2003.

**UNITED STATES OF AMERICA**

By: \_\_\_\_\_

  
\_\_\_\_\_

**JOSEPH W. WHITAKER**

Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA(I&E)





**CURVE DATA**

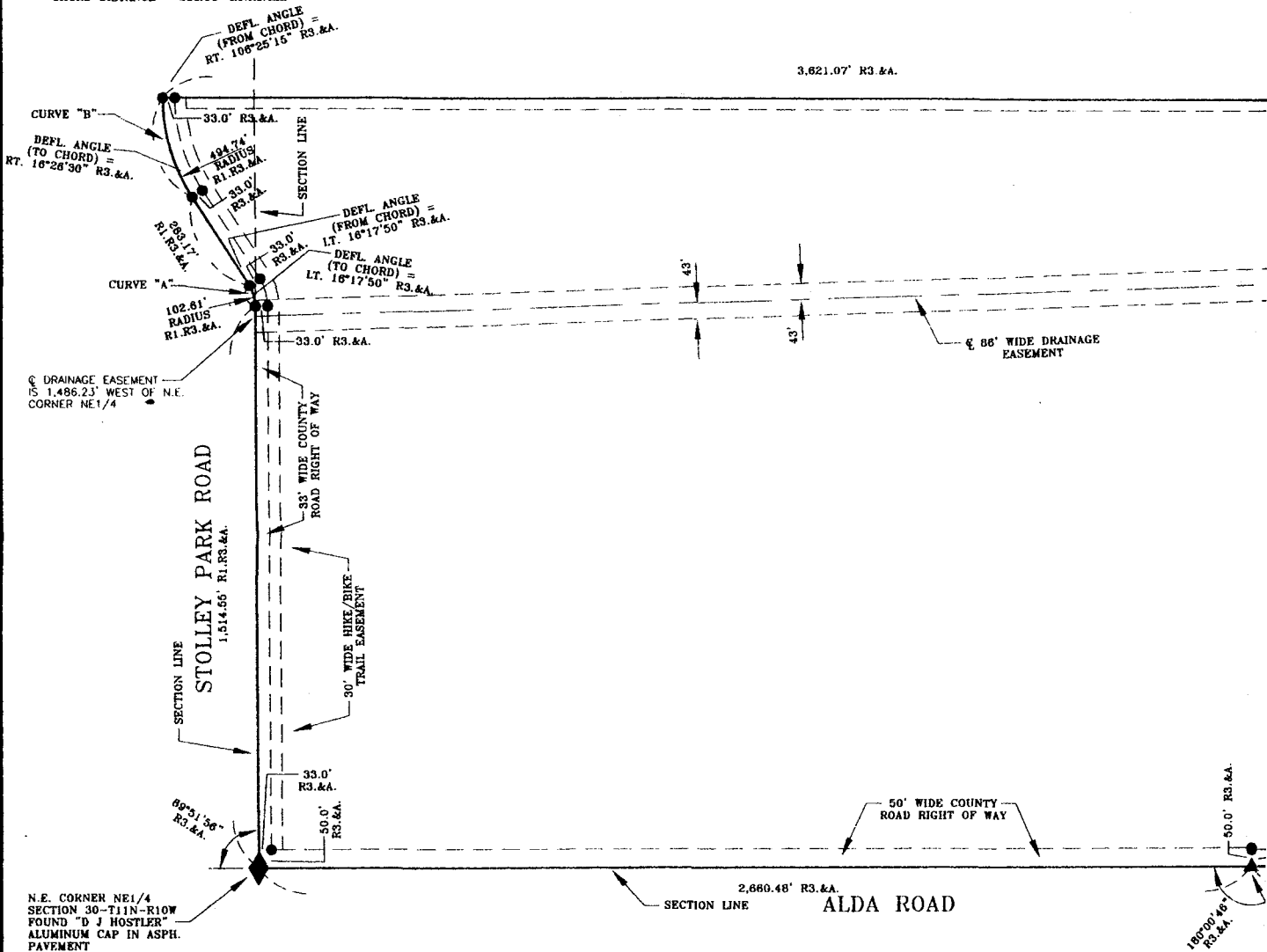
**CURVE "A"**  
 RADIUS = 102.61' R1.R3.&A.  
 DELTA = 32°35'40" R1.R3.&A.  
 ARC DISTANCE = 56.37' R1.R3.&A.  
 CHORD DISTANCE = 57.59' R1.R3.&A.

**CURVE "B"**  
 RADIUS = 494.74' R1.R3.&A.  
 DELTA = 32°53'00" R1.R3.&A.  
 ARC DISTANCE = 283.94' R1.R3.&A.  
 CHORD DISTANCE = 280.06' R1.R3.&A.

- R1. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY DANIEL J. HOSTLER, (COUNTY SURVEYOR) L. S. NO. 283, DATED MARCH 24, 1999 (TRACT NO. 57)
- R2. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JANUARY 24, 2001 (PARCEL NO. 6)
- R3. - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 567, DATED AUGUST 28, 2001 (TRACT NO. 49)
- A. - ACTUAL DISTANCE AND/OR ANGLE

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

SCALE 1"=200'



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Northeast Quarter (NE1/4) and a part of the Southeast Quarter (SE1/4), all being in Section Nineteen (19), Township Eleven (11) North West of the 6th P.M., Hall County, Nebraska, and a part of the Northeast Quarter (NE1/4) of Section Thirty (30), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Nebraska, said tract being more particularly described as follows:

Beginning at a point on the east line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), said point being Two Hundred Twelve and Twelve Hundredths (212.12) feet to the northeast corner of said Northeast Quarter (NE1/4) of said Section Nineteen (19); thence running southerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of Two Thousand Four Hundred Twenty Nine and Thirty One Hundredths (2,429.31) feet to the northeast corner of the Southeast Quarter (SE1/4) of said Section Nineteen (19); thence deflecting right 00°00'46" and running southerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Nineteen (19), a distance of Two Thousand Six Hundred Sixty Four and Eight Hundredths (2,660.48) feet to the northeast corner of the Northeast Quarter (NE1/4) of said Section Thirty (30); thence running westerly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Thirty (30), a distance of One Thousand Five Hundred Fifty Five Hundredths (1,514.55) feet to a point of curvature; thence running southwesterly, along and upon the arc of a curve to the left whose radius is 102.61 feet, a distance of Fifty Eight and Thirty Seven Hundredths (58.37) feet (long chord distance = 57.59' - long chord deflecting left 16°17'50" from the previously described course tangency; thence deflecting left 16°17'50" from the chord of the previously described curve and running southwesterly, a distance of Two Hundred Eighty Three Hundredths (283.17) feet to a point of curvature; thence running southwesterly, along and upon the arc of a curve to the right whose radius is 494.74 feet, a distance of Three Hundred Eighty Three and Ninety Four Hundredths (383.94) feet (long chord distance = 280.06' - long chord deflecting right 16°26'30" from the previously described course tangency; thence deflecting right 106°25'15" and running northerly, a distance of Three Thousand Six Hundred Twenty One and Seven Hundredths (3,621.21) feet to a point; thence deflecting right 32°53'00" and running northerly, a distance of One Hundred Forty One and Three Tenths (141.30) feet; thence deflecting right 89°57'33" northerly, a distance of One Thousand Nine Hundred Forty Two and Nineteen Hundredths (1,942.19) feet to a point on the north line of the Northeast Quarter (NE1/4) of said Section Nineteen (19); thence deflecting right 90°00'00" and running easterly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of One Thousand Seven Hundred Ninety Five and Sixty Eight Hundredths (1,795.88) feet to a point, said point being Four Hundred Nine and Two Tenths (409.20) feet west corner of the Northeast Quarter (NE1/4) of said Section Nineteen (19); thence deflecting right 89°44'20" and running southerly, parallel with the east line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of Two Hundred Twelve and Twelve Hundredths (212.12) feet; thence deflecting left 89°44'20" and running easterly, along and upon the north line of the Northeast Quarter of said Section Nineteen (19), a distance of Four Hundred Nine and Two Tenths (409.20) feet to the point of beginning and contain more or less.

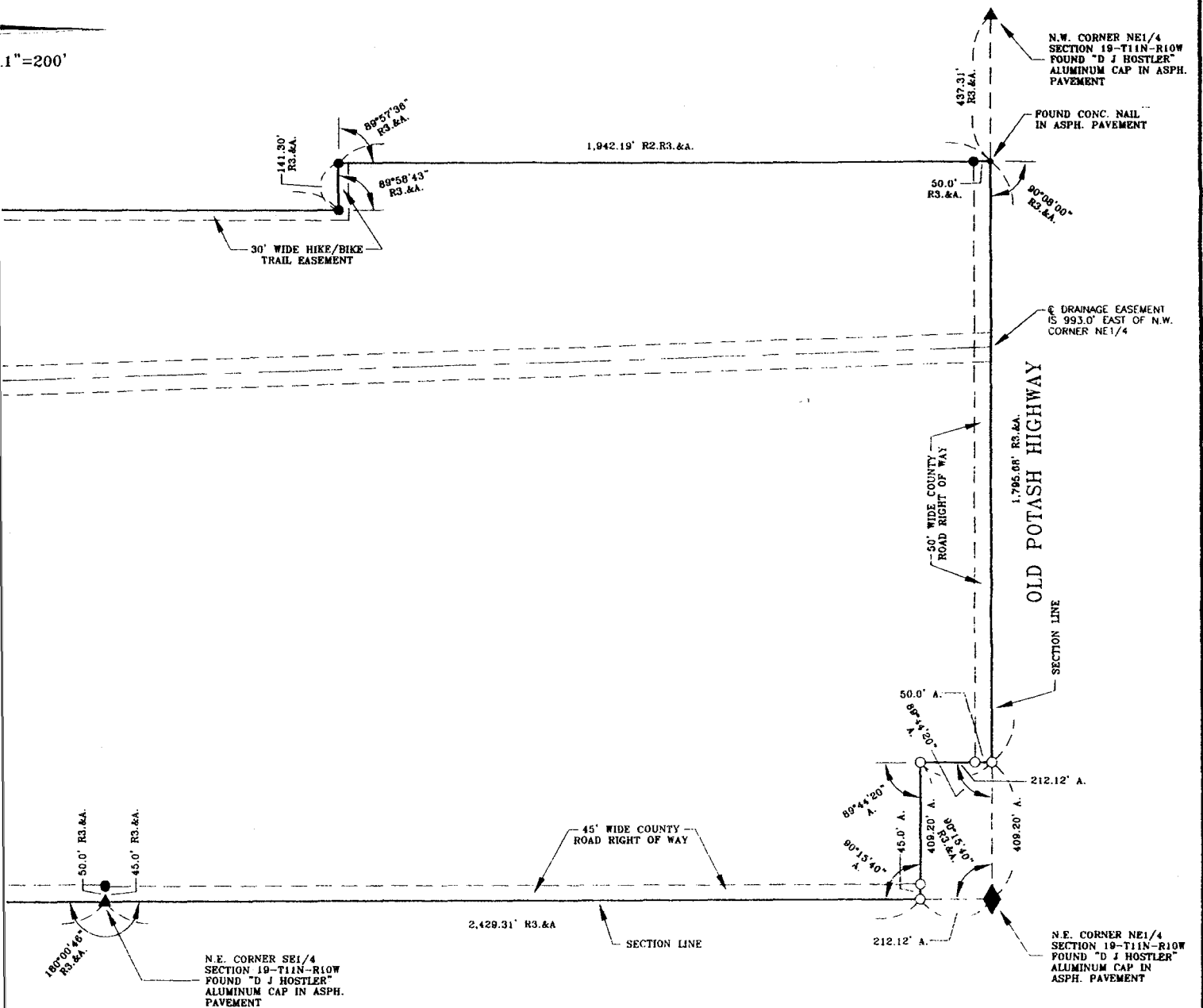
**SURVEYOR'S CERTIFICATE**

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. 567

200304712

1"=200'



Top Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County,

Two Hundredths (212.12) feet south of the Northeast Quarter (NE1/4) of said the Southeast Quarter (SE1/4) of said Section Nineteen (19), a distance of Section Thirty (30); thence deflecting one Thousand Five Hundred Fourteen (15,140) feet, a distance of Two Hundred Eighty Three and Seventeen (2,083.74) feet, a distance of Two Hundred Thirty One and Eight (2,311.08) feet, thence running right 89°57'38" and running North East Quarter (NE1/4) of said Section Nineteen (19), a distance of 409.20 feet west of the northeast east line of the Northeast Quarter running easterly, parallel with the section line and containing 258.497 acres,

under supervision.

TRACT NO. 49

PART OF THE NE1/4 & PART OF THE SE1/4 OF SECTION 19-T11N-R10W	CAAP49
PART OF THE NE1/4 OF SECTION 30-T11N-R10W HALL COUNTY, NEBRASKA	12-20-2002
<b>LAND SURVEY</b>	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 508 GRAND ISLAND, NEBRASKA 68802-0339	
	L.W.

SERIES "A" ATTACHED TO AND MADE A PART OF "QUICKMAN DEED"

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2012 APR 30 PM 3 43

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

*C*  
/ Cash 4447.25  
CHECK \_\_\_\_\_

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

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 4-30-12  
\$ 4421.25 By PC



201203405

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

G.I. ABSTRACT

*C*  
*26.00*

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Michael Schneider and Laurie Schneider, husband and wife, Grantors, in consideration of One Dollar in hand paid by Jerald D. Woitaszewski and Linda K. Woitaszewski, husband and wife, Grantees, does hereby grant, bargain, sell and convey unto the said Grantees, as tenants in common in equal and undivided shares, the following described real estate situated in the County of Hall and State of Nebraska, to-wit:

See Exhibit A attached hereto and incorporated herein.

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

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

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

Exhibit ALegal Description

A tract of land comprising a part of the Northeast Quarter (NE1/4) and a part of the Southeast Quarter (SE1/4), all being in Section Nineteen (19), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska and a part of the Northeast Quarter (NE1/4) of Section Thirty (30), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows:

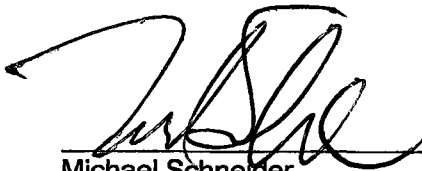
Beginning at a point on the east line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), said point being Two Hundred Twelve and Twelve Hundredths (212.12) feet south of the northeast corner of the Northeast Quarter (NE1/4) of said Section Nineteen (19); thence running southerly, along and upon the east line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of Two Thousand Four Hundred Twenty Nine and Thirty One Hundredths (2,429.31) feet to the Northeast corner of the Southeast Quarter (SE1/4) of said Section Nineteen (19); thence deflecting right  $00^{\circ} 00' 46''$  and running southerly, along and upon the east line of the Southeast Quarter (SE1/4) of said Section Nineteen (19), a distance of Two Thousand Six Hundred Sixty and Forty Eight Hundredths (2,660.48) feet to the northeast corner of the Northeast Quarter (NE1/4) of said Section Thirty (30); thence deflecting right  $89^{\circ} 51' 56''$  and running westerly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Thirty (30), a distance of One Thousand Five Hundred Fourteen and Fifty Five Hundredths (1,514.55) feet to a point of curvature; thence running southwestery, along and upon the arc of a curve to the left whose radius is 102.61 feet, a distance of Fifty Eight and Thirty Seven Hundredths (58.37) feet (long chord distance = 57.59' - long chord deflecting left  $16^{\circ} 17' 50''$  from the previously described course) to a point of tangency; thence deflecting left  $16^{\circ} 17' 50''$  from the chord of the previously described curve and running southwestery, a distance of Two Hundred Eight Three and Seventeen Hundredths (283.17) feet to a point of curvature; thence running southwestery, along and upon the arc of a curve to the right whose radius is 494.74 feet, a distance of Two Hundred Eighty Three and Ninety Four Hundredths (283.94) feet (long chord distance = 280.06 - long chord deflecting right  $16^{\circ} 26' 30''$  from the previously described course) to a point; thence deflecting right  $106^{\circ} 25' 15''$  and running northerly, a distance of Three Thousand Six Hundred Twenty One and Seven Hundredths (3,621.07) feet; thence deflecting left  $89^{\circ} 58' 43''$  and running westerly, a distance of One Hundred Forty One and Three Tenths (141.30) feet; thence deflecting right  $89^{\circ} 57' 36''$  and running northerly, a distance of One Thousand Nine Hundred Forty Two and Nineteen Hundredths (1,942.19) feet to a point on the north line of the Northeast Quarter (NE1/4) of said Section Nineteen (19); thence deflecting right  $90^{\circ} 08' 00''$  and running easterly, along and upon the north line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of One Thousand Seven Hundred Ninety Five and Sixty Eight Hundredths (1,795.68) feet to a point being Four Hundred Nine and Two Tenths (409.20) feet west of the northeast corner of the Northeast Quarter (NE1/4) of said Section Nineteen (19); thence deflecting right  $89^{\circ} 44' 20''$  and running southerly, parallel with the east line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of Two Hundred Twelve and Twelve Hundredths (212.12) feet; thence deflecting left  $89^{\circ} 44' 20''$  and running easterly, parallel with the north line of the Northeast Quarter (NE1/4) of said Section Nineteen (19), a distance of Four Hundred Nine and Two Tenths (409.20) feet to the point of beginning

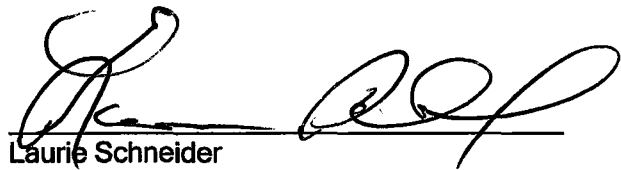


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Pursuant to Section VI of the Quitclaim Deed described on Exhibit B, Grantors incorporate by reference herein the environmental protection provisions of Section IV thereof as agreements and covenants running with the land. Grantees, by acceptance hereof,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

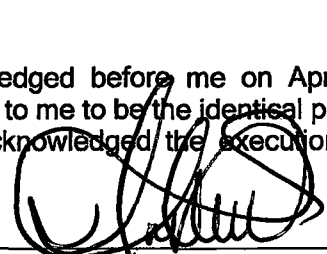
IN WITNESS WHEREOF we have hereunto set our hand this 20<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
Michael Schneider

  
\_\_\_\_\_  
Laurie Schneider

STATE OF NEVADA            )  
  )ss.  
COUNTY OF CLARK        )

The foregoing instrument was acknowledged before me on April 20<sup>th</sup>, 2012, by Michael Schneider and Laurie Schneider, known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public

My commission expires March 19, 2013

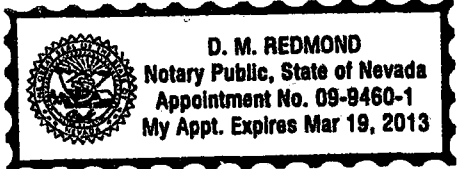


Exhibit B

Exceptions

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

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

Assignment executed by Nebraska Public Power District to Southern Nebraska Rural Public Power District dated March 1, 2000, filed August 25, 2000 in the Register of Deeds Office as Document No. 200006903.

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

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

Easements as shown on the survey by Benjamin & Associates, Inc., Engineers & Surveyors, dated May 25, 2001.

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

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

Department of the Army Amendment No. 1 to Easement No. DACA45-2-01-6078, Cornhusker Army Ammunition Plant, Hall County, Nebraska, filed March 4, 2002 in the Register of Deeds Office as Document No. 200202406.

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

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

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