QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 14th day of September 2006, by and between the UNITED STATES OF AMERICA, hereinafter referred to as “Grantor,” acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing) (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) (hereinafter “said Act”), and CENTRAL PLATTE NATURAL RESOURCES DISTRICT (CPNRD), a political subdivision of the State of Nebraska, with its principal office located at 215 Kaufman Avenue, Grand Island, Nebraska 68803, 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 Department of the Army has completed environmental restoration required, if any, with respect to the property conveyed herein; 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 SEVENTY-TWO THOUSAND EIGHT HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($372,824.00 - Tract 19A: $226,695.70; Tract 20A: $146,128.30), the receipt of which is hereby acknowledged by Grantor; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all its 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:

Two tracts of land comprising parts of Sections Two (2) and Eleven (11), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, all being located in Hall County, Nebraska, containing 532.606 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on Exhibits "A1" and "A2," which are attached hereto and made a part hereof.

RESERVING, however, to the Grantor, ownership and exclusive use of the seven existing monitoring wells (designated as G0035, G0054, G0055, G0056, G0065 and BGGW03, located throughout Tract 19A; and G0008, located on Tract 20A), together with access across the property for the purpose of monitoring and/or removing the wells. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

TO HAVE AND TO HOLD the same, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

This conveyance is expressly made subject to the following reservations in favor of Grantor, and its assigns:

a. SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests that have been previously reserved to Grantor in any Patent(s) covering the Property.
b. **SAVE AND EXCEPT** and there is hereby reserved unto Grantor, and its assigns, all rents and other beneficial interests in favor of Grantor in and to the following leases to the extent, and only to the extent that such rents and other beneficial interests cover the Property:

Department of the Army Lease No. DACA45-1-02-6021 (Tract 19A) granted to Tom Fagan for the period 1 March 2006 through 28 February 2007.

Department of the Army Lease No. DACA45-1-01-6034 (Tract 20A) granted to Robert Nunnenkamp for the period 1 March 2006 through 28 February 2007.

### III. CERCLA COVENANT AND RESERVED ACCESS

a. 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, shown on Exhibit “B,” attached hereto and made a part hereof, have been stored for one year or more (S), released (R), or disposed of (D) on the property during the time the property was owned by the Grantor. The Grantee should review the Final Environmental Baseline Survey (EBS) No. 38-EH-8519-99 dated 9-20 November 1998, and the Finding of Suitability to Transfer (FOS) dated May 2006, for further details.

b. The Grantor covenants and warrants that all remedial action necessary to ensure protection of human health and the environment with respect to any such substance remaining on the property has been taken prior to the date hereof. Furthermore, excepting 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.

c. The Grantor 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, or other non-Grantor entities, is identified as the party responsible for contamination of the property.

d. 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 the 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, 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, 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 or 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, EXCLUSIONS, RESERVATIONS, COVENANTS AND RESTRICTIONS AFFECTING THE PROPERTY

This conveyance is expressly made subject to the following environmental notices, exclusions, reservations, covenants and restrictions 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, have been provided the Grantee. The Grantee, its successors and assigns, agree that should any conflict arise between the terms of the FFA as they presently exist or as they may be later amended and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee, its successors and assigns, further agree that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the property. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor 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 and the FOST for the property dated May 2006 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 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. Land Use Restrictions

The Grantor has undertaken careful environmental study of the Property and concluded, to which the Grantee agrees, that the highest and best use of the Property is limited by its environmental condition to agricultural, conservation, or recreational land 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, State of Nebraska, and Grantee, the following covenant/restrictions/reservations are included in this Deed to assure the use of the Property is consistent with environmental conditions of the Property. The following covenant/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. Agricultural/Conservation/Recreation Use Restrictions

   (a) The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for agricultural, conservation, or recreation purposes and not for residential or other purposes, the Property having been remediated only for agricultural, conservation or recreation uses.

   (b) Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential or other use of the Property. Any additional remediation will be at no additional cost to the Grantor and with the Grantor’s prior written consent. Consent may be conditioned upon such terms and conditions, as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required
to allow residential or other 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 (NDEQ) 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

(a) The above covenant/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 State of Nebraska. These
covenant/restrictions/reservations are binding on the Grantee, its successors and assigns; shall
run with the land; and are forever enforceable.

(b) The Grantee covenants for itself, its successors and assigns that it shall include and
otherwise make legally binding the above land use covenant/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 covenant/restrictions/reservations as binding
upon the parties, their successors and assigns.

(c) 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.

(d) 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 in Section IV herein.

3. Submissions

Modification of Restrictions. The Grantee shall submit any requests to install monitoring
wells, to construct subsurface structures for human occupation, or for other modification to the
above restrictions to Grantor, with a copy to EPA and Nebraska Department of Environmental
Quality (NDEQ), by first class mail, postage prepaid, addressed as follows:

(a) to Grantor: Corps of Engineers, Omaha District
ATTN: CENWO-RE-M
106 South 15th Street
Omaha, NE 68102-1618
(b) to EPA: U.S. Environmental Protection Agency, Region VII
901 North 5th Street
Kansas City, KS 66101

(c) to State: Nebraska Department of Environmental Quality
P.O. Box 98922
Lincoln, NE 68509-8922

d. Endangered Species Act

Prior to any construction activities on the Property associated with the flood control project, the Grantee, at no expense to the Grantor, agrees to perform all of the following in order to satisfy the requirements of the Endangered Species Act.

1. The portions of the flood control project on or within the former CHAAP, to include the detention basins, will be designed to limit the amount of wetland habitat in order to either avoid or minimize the occurrence of any resultant net flow depletion to the lower Platte River.

2. The design for portions of the flood control project on or within the former CHAAP, to include the flood detention basins, will be submitted by the Grantee after development to the U.S. Fish and Wildlife Service, hereinafter “Service,” for review.

3. The water use calculator developed by the Natural Resources Conservation Service (NRCS, 2001), along with other methods approved by the Service, will be utilized to determine whether the project will result in a net flow depletion to the lower Platte River (i.e., in terms of acre-feet of water depleted on an average annual basis during the months of February through July).

4. If it is determined that the portions of the flood control project on or within the former CHAAP project will result in a minor net annual flow depletion (25 acre-feet or less), consultation must occur with the Service.

5. The effects of the portions of the flood control project on or within the former CHAAP, to include the detention basins, on federally listed endangered species and designated critical habitat will be offset by one of the conservation measures described in the Service’s biological opinion on federal agency actions that result in minor water depletions to the Platte River system (USFWS, 2002 and 2003).

6. If the calculated amount of the net annual flow depletion is 25 acre-feet or less, the conservation measure which allows for debiting a calculated depletion fee (at no cost to the Grantee) from a special account that has been established with the National Fish and Wildlife Foundation, must be considered and may be utilized.
7. If the amount of the net annual flow depletion is calculated to be greater than 25 acre-feet per year, on an average annual basis during the months of February through July, further prompt consultation with the Service must occur in order to comply with other reasonable means to either avoid or offset the adverse impacts of the portions of the flood control project on or within the former CHAAP on listed endangered species and critical habitat.

8. Consultation must occur with the Service and the state fish and wildlife agency to ensure that the future use of the property is in compliance with all applicable environmental laws and regulations, including the substantive environmental and natural resource provisions of Executive Orders 11988 and 11990.

The U.S. Fish and Wildlife Service shall have the right to enforce each of the above requirements against the Grantee, its successors and assigns, in any court of competent jurisdiction, in the event the Grantee, its successors and assigns, fail to perform any one or more of them.

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:

   Perpetual Easement No. DACA45-2-00-6023 granted to Hall County, for road rights-of-way.

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 CONVENTANTS

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described in Section IV. of this Quitclaim Deed. In addition, Grantor and its successors and assigns, shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. It is understood and agreed by Grantee, for itself and its successors and assigns, that 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.

b. 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.

VII. AGREEMENTS, NOTICES, AND CONDITIONS

a. Anti-Deficiency Act Clause

The Grantor’s obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

b. Notice of 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.

c. Cornhusker Environmental Restoration Program (IRP) and Military Munitions Response Program (MMRP)

Grantee acknowledges that the land (Tract 19C) lying adjacent to the Property herein conveyed contains Disposed Military Munitions (DMM) and that the Grantor will be undertaking environmental cleanup ("Cornhusker Installation Restoration Program or IRP") of said Tract 19C including a munitions response ("Military Munitions Response Program or MMRP"). During those times periods when the Grantor is executing its IRP and/or MMRP on Tract 19C, the Grantee is prohibited from human occupancy of the Property herein conveyed (Tracts 19A and 20A). The Grantor will provide written notice to the Grantee of its schedule for performing IRP/MMRP activities on Tract 19C. 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 agents, contractors of any tier, or servants pursuant to the execution of the IRP and/or MMRP or based on said prohibition.

VIII. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 2003) under which property transferred by the United States is exempted from such taxation.

THIS QUITCLAIM DEED is not subject to the provisions of 10 U.S.C. Section 2662.
IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army for Installations and Housing (I&H) and the Seal of the Department of the Army to be hereunto affixed this 14th day of September 2006.

UNITED STATES OF AMERICA

By: 

Joseph W. Whitaker
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA(I&E)

COMMONWEALTH OF VIRGINIA )
COUNTY OF ARLINGTON )

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on this 31st day of December 2008, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed, dated this 14th day of September 2006, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Notary Public

My commission expires: 

My commission expires October 31, 2008.
GRANTEE ACCEPTANCE

CENTRAL PLATTE NATURAL RESOURCES DISTRICT, GRANTEE, hereby accepts this Quitclaim Deed and the property described therein for itself, its successors and assigns, subject to all of the notices, agreements, reservations, restrictions, conditions, covenants, exceptions, and terms contained therein, this 22nd day of June 2006.

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

BY: ____________________________

TITLE: __________________________

STATE OF NEBRASKA )
COUNTY OF HALL ) ss

The foregoing Quitclaim Deed was acknowledged before me this 22nd day of June 2006, by Ronald G. Bishop.

______________________________
Notary Public

My commission expires: 12/5/09

GENERAL NOTARY - State of Nebraska
DIANNE MILLER
(NEBRASKA GAME AND PARKS)
TRACT PER QUITCLAIM DEED
RECORDED IN BOOK 166, PAGE 443
REGISTER OF DEEDS OFFICE

TRACT NO. 19A

CORNER TIES

N.W. CORNER NW1/4 - FOUND U.S.BLM. BRASS CAP
46.43' N.E. TO 1/2" IRON PIPE
84.39' S.W. TO NAIL IN FENCE CORNER POST

S.W. CORNER NW1/4 - FOUND U.S.BLM. BRASS CAP
32.92' N.E. TO 1/2" IRON PIPE
50.64' S.W. TO NAIL IN FENCE CORNER POST

S.W. CORNER SW1/4 - FOUND "D.J. HOSTLER" ALUMINUM CAP IN ASPHALT PAINTERMENT
46.39' N.E. TO NAIL IN IRON PIPE
37.20' S.S.E. TO NAIL ON TOP END OF CnP

S.E. CORNER SW1/4 - FOUND "D.J. HOSTLER" ALUMINUM CAP IN ASPHALT PAINTERMENT
46.29' N.E. TO NAIL IN IRON PIPE
63.76' S.E. TO NAIL IN FENCE CORNER POST

S.E. CORNER SE1/4 - FOUND 1/2" IRON PIPE IN ASPHALT PAINTERMENT
44.19' N.E. TO NAIL IN IRON PIPE
65.13' S.E. TO 1/2" IRON PIPE

S.W. CORNER SW1/4 - FOUND 1/2" IRON PIPE IN ASPHALT PAINTERMENT
75.12' N.E. TO NAIL IN IRON PIPE
54.42' S.E. TO NAIL IN FENCE CORNER POST

S.E. CORNER SE1/4 - FOUND 1/2" IRON PIPE IN ASPHALT PAINTERMENT
54.31' N.E. TO NAIL IN IRON PIPE
54.30' S.E. TO NAIL IN FENCE CORNER POST

3.200' O.R.
3.189' 47 RD.

SCHAUFFEL'S ROAD

13TH STREET
TRACT NO. 19A

NOTE: FOUND 1/2" IRON PIPE. 3/4" SOUTH OF SECTION 211N W1/2 FOUND TO HOSTLER ALUMINUM CAP IN ASPHALT PAVEMENT.
LEGAL DESCRIPTION

A tract of land comprising a part of the Southwest Quarter (SW\(1/4\)), a part of the Northwest Quarter (NW\(1/4\)), a part of the Northeast Quarter (NE\(1/4\)), and a part of the Southeast Quarter (SE\(1/4\)), all being in Section Two (2), Township Eleven (11), North, Range Twelve (12) West of the 96th Meridian, Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of said Southwest Quarter (SW\(1/4\)); thence running northeasterly along and upon the west line of said Southwest Quarter (SW\(1/4\)), a distance of Two Thousand Eight Hundred and Fourty (2,848.23) feet to the southwest corner of a tract of land, referred to as Tract No. 1, a distance of Five Thousand Two Hundred Fifty (5,250) feet; thence running due north, along and upon the west line of said Southwest Quarter (SW\(1/4\)), a distance of Six Hundred Eight and Nine Tenths (608.90) feet to the southwest corner of a tract of land, referred to as Tract No. 2, a distance of Two Thousand Two Hundred Fifty (2,250) feet; thence running due west, along and upon the south line of said Northeast Quarter (NE\(1/4\)), a distance of Seventy Thirty and Four Hundredth (730.42) feet; thence running due south, along and upon the west line of said Southwest Quarter (SW\(1/4\)), a distance of Seventy Three Hundred Fifty Five and Twenty Three Tenths (735.53) feet to a point on the westerly prolongation of a north line of a survey by Hostler, Hostler and House, dated January 25, 2006, said survey being referred to as Parcel No. 106; thence deflecting right 090°08'08" and running southerly, along and upon the westerly prolongation of a north line of said Parcel No. 106 and the south line of said Parcel No. 106, a distance of Seven Hundred Thirty Six and Nineteen Tenths (736.19) feet; thence deflecting right 089°59'58" and running westerly, along and upon the westerly prolongation of a south line of said Parcel No. 106, a distance of Four Hundred Fifty Four and Thirty-one Tenths (454.31) feet; thence deflecting right 089°59'52" and running southerly, along and upon the south line of said Parcel No. 106, a distance of Four Hundred Fifty Three and Twenty-four Tenths (453.24) feet; thence deflecting right 088°50'23" and running northerly, along and upon the north line of said Parcel No. 106, a distance of Nine Hundred Fifty and Sixty-four Tenths (950.64) feet to the southeast corner of said Parcel No. 109, a distance of One Thousand Thirty and Forty Two Hundred (1,034.82) feet to the northeast corner of said Parcel No. 110 and upon the southwest corner of said Parcel No. 110, a distance of One Thousand Twenty Four and Forty Two Hundred (1,024.42) feet to the southwest corner of the southeast corner of said Parcel No. 111, a distance of One Thousand Two Hundred Fifty Four and Thirty-two Tenths (1,254.32) feet; thence deflecting right 091°06'13" and running southerly, along and upon the south line of said Parcel No. 114, a distance of Six Hundred Thirty Six and Forty Two Hundred (636.42) feet to the southeast corner of said Parcel No. 115; thence deflecting left 087°40'25" and running westerly, along and upon the north line of said Parcel No. 115, a distance of One Thousand Eight Hundred and Fifty Two Hundred (1,852.02) feet to the northwest corner of said Parcel No. 116, and a distance of Eight Thousand and Seventy (8,780) feet; thence deflecting left 089°53'58" and running northerly, along and upon the west line of said Parcel No. 116, a distance of Eight Thousand Four Hundred Seventy Four and Sixty Two Hundred (8,474.62) feet to the point of beginning and containing 225.81 acres, more or less, of which 0.876 acres, more or less, is presently occupied by public road right of way.

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 J. Wagner, Registered Land Surveyor No. 525

EXHIBIT "A-1" ATTACHED TO AND MADE A PART OF QUITCLAIM DEED
LEGAL DESC

A tract of land to be described as follows:

Section 11-T-11N-R11W

CORNER TIES

S.W. CORNER 111T/14 FOUND U.S.B.L.M. BRASS CAP
61.50' E. TO 1/2" IRON PIPE
69.18' S.E. TO 1/2" IRON PIPE
55.37' S.E. TO RAIL IN FENCE GATE POST

N.E. CORNER 111T/14 FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT
71.16' N.E. TO RAIL IN E.C. CORNER OF BUILDING 3A/1
74.48' E. TO 1/2" IRON PIPE
69.12' S.E. TO 1/2" IRON PIPE

S.E. CORNER 111T/14 FOUND 1/2" IRON PIPE
61.50' N.W. TO 1/2" IRON PIPE
69.18' E. TO 1/2" IRON PIPE
55.37' S.E. TO 1/2" IRON PIPE

S.W. CORNER 111T/14 FOUND U.S.B.L.M. BRASS CAP
68.67' N.W. TO FACE OF CONCRETE WALL
73.17' S.E. TO RAIL IN FENCE GATE POST
61.50' E. TO 1/2" IRON PIPE

SURVEYOR'S

I hereby certify execution.

30 HIGH COUNTY ROAD ROOT OF WAY
**LEGAL DESCRIPTION**

A tract of land comprising a part of the Northwest Quarter (NE1/4), a part of the Northeast Quarter (NE3/4), and a parcel being in Section Eleven (11), Township Eleven (11) North, Range Eleven (11) West of the 8th P.M., Hall County. Set described as follows:

Beginning at the northwest corner of said Northwest Quarter (NE1/4), thence running eastward, along and upon the north line of said Parcel, a distance of Two Thousand Three Hundred Eighty and Fifteen Hundredths (2,380.15) feet to a point, eight tenths (0.8) feet west of the northwest corner of said Northwest Quarter (NE1/4); said point also being the northeast corner of the parcel herein described; thence running southward, along and upon the west line of said Parcel, a distance of One Thousand Five Hundred Seventy Nine and Forty Eight Hundredths (1,579.80) feet to a point, nine tenths (0.9) feet east of the southeast corner of said Parcel No. 208; thence running eastward, along and upon the south line of said Parcel, a distance of One Thousand Three Hundred Fifty Four and Twenty Seven Hundredths (1,354.27) feet to a point; thence running northward, along and upon the east line of said Parcel, a distance of One Hundred Fifty One and Eighty Two Hundredths (151.82) feet to the point of beginning.

**SURVEYOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, the accompanying plat is an accurate survey of the tract described.

Lee D. Wagner, Registered Land Surveyor No. 505

**TRACT NO. 20A**
Exhibit "A-2" attached to and made a part of Quitclaim Deed.

Tracts No. 20A.
### Exhibit “B”
#### Table 2 Notification of Hazardous Substance Storage, Release, or Disposal

<table>
<thead>
<tr>
<th>Property Description</th>
<th>Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D)</th>
<th>Date of Storage, Release, or Disposal</th>
<th>Remedial Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Tract 19A</td>
<td>1,1-dichloroethene, acetone (R)</td>
<td>Source unknown</td>
<td>There is evidence that hazardous substances were potentially released to the groundwater under Tract 19A. Hazardous substances were not stored or disposed of on the property. The potential release involves groundwater contamination migrating from other locations on CHAAP. Hazardous substances that have been detected in Tract 19A groundwater are acetone, 1,1-dichloroethene, and dichlorodifluoromethane. The origins of the acetone and 1,1-dichloroethene contamination are not known. Dichlorodifluoromethane is also known as Freon 12 and may have been associated with the migrating Freon 113 contamination. Freon 113, which is not a hazardous substance, was not stored or disposed of on the property, but was potentially released through groundwater contamination migrating from various sources on CHAAP, including the Burning Grounds (OU3), and the Sanitary Landfill and the Pistol Range, which are all part of OU3. All of these potential source areas are located south of Tract 19A.</td>
</tr>
<tr>
<td></td>
<td>Dichlorodifluoromethane and explosive waste and residues. (R)</td>
<td>Approximately 1942-1968 (intermittent)</td>
<td></td>
</tr>
<tr>
<td>Land Tract 20A</td>
<td>Explosive waste and residues. (R)</td>
<td>Approximately 1942-1968 (intermittent)</td>
<td>There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities. Freon 113, which is not a hazardous substance, was not stored or disposed of on the property, but was potentially released through groundwater contamination migrating from other sources on CHAAP, including the Pistol Range (OU3) to the south of Tract 20A.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXHIBIT “B” ATTACHED TO AND MADE A PART OF QUITCLAIM DEED**
CERTIFICATE OF AUTHORITY

I hereby certify that I am the Chairman of 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; that the seal, if applicable, affixed to said instrument is the seal of said organization; that Ronald Bishop, who signed said agreement was then General Manager of said 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 22nd day of June, 2006.

Loren Schuett, Chairman

Central Platte Natural Resources District
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.

MRO Form 851 (21 Aug 02) (Edition dated 1 Oct 91 is obsolete)