

Entered As Instrument No
0200600526

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2006 JAN 19 PM 3 01

Kathy Braach
REG OF DEEDS

CASH 110.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 1-19-2006
EXEMPTED BY AT

G.I. ABSTRACT



200600526

Cornhusker Army Ammunition Plant
Hall County, Nebraska
Parcels 3 and 8A

Portions of Acquisition Tracts 72, 73, 74, 75 and 76

11080

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 8th day of December, 2005, 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) ("said Act"), and **DTE Rail Services, Inc., a Michigan corporation, with its principal office located at 425 South Main Street, Ann Arbor, Michigan 48104**, 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 **SIX HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$648,250.00)**, the receipt of which is hereby acknowledged by Grantor; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all 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 parcels of land comprising parts of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all being located in Hall County, Nebraska, containing 146.299 acres, more or less (hereinafter referred to as the "Property") and more particularly shown and described as Parcel No. 3 and Parcel No. 8A on Exhibits "A-1" and "A-2," attached hereto and made a part hereof.

RESERVING, however, to the Grantor and its assigns, ownership and exclusive use of the existing monitoring wells located on the property together with access across the Property for the purpose of monitoring and/or closing the wells. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same. One monitoring well (G0050) is located within the Shop Area (Parcel 8A) and four monitoring wells (G0029/G0030/G0031/G0052) are located in the Nitrate Area (Parcel 3).

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, its successors and assigns:

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

200600526

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:

(1) Department of the Army License No. DACA45-3-03-6051, granted to MKM Engineers, Inc., for storage purposes (Building S-39) for the period 1 September 2003 through 31 August 2008.

(2) Department of the Army Lease No. DACA45-1-97-6022, granted to Mid-Plains Power, Inc., for storage purposes (Building S-33) for the period 1 November 2001 through 31 October 2005.

(3) Department of the Army No. Lease DACA45-1-96-6085, granted to Phillip B. Sextro, for storage purposes (Building S-37) for the period 1 May 2001 through 31 October 2005.

III. CERCLA COVENANT AND RESERVED ACCESS EASEMENT

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 Exhibits "B-1" and "B-2," 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 No. 38-EH-8519-99 dated 9-20 November 1998, the Environmental Baseline Survey for the Property dated 3 May 1999, and the Finding of Suitability to Transfer (FOST), as amended, dated May 2005, 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 substances remaining on the property has been taken prior to the date hereof. Furthermore, excepting those situations where the Grantee hereunder (who was a lessee on a portion of the property), its successors or assigns, or any other lessee of the Property, 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. The Grantor reserves a right of access to any and all portions of the herein described parcels of land for purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law,

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 of the herein described parcels of land, or in which such 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 Grantee or the then owner and any authorized occupant of the property) to enter upon the herein described parcels of land and conduct investigations and surveys, to include drilling, test-pitting, borings, data and/or record 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 the 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, 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), As Amended

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998, the Environmental Baseline Survey for the Property dated 3 May 1999 and the FOST, as amended, for the property dated May 2005, 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.a. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the formerly leased Property (DACA45-1-79-6041, DACA45-1-96-6095 and DACA45-1-01-6010) on or after the beginning date of the leases, whether or not such substance was set forth in the technical environmental reports, including the EBSs, 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 formerly leased Property (DACA45-1-79-6041, DACA45-1-96-6095 and DACA45-1-01-6010) prior to the beginning date of the leases. 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 formerly leased Property occurring on or after the beginning date of the leases, where such substance or product was placed on the formerly leased Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, on or after the beginning date of the leases. 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.

2.b. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the remaining Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBSs, 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 remaining 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 remaining 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. Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes

1. The Grantee is hereby informed and does acknowledge that all building on the Property, which was 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 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.

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 Surveys and (for residential properties) the lead-based paint assessment, which have 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 and buildings or structures on the Property as Residential Real Property 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) (hereinafter Title X).

5. 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 A, 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; and (3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

200600526

6. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the Property for residential purposes. 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 lead-based paint hazards on the Property if used for residential purposes.

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 and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Subsection IV.c. in all subsequent transfers, leases, or conveyance documents.

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 on the Property, as described in the EBSs and FOST, as amended. The ACM on the Property does not currently pose a threat to human health or the environment. 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 Property 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 on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property.

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 Property 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 all or any portion of the Property, 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 buildings and structures, or whether the Property is or is not suitable for a particular purpose. The Grantee further agrees 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 within buildings and structures on the Property; 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 buildings and structures on the Property on or after 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. Except for those facilities that were previously leased by the Grantee (DACA45-1-79-6041, DACA45-1-96-6095, and DACA45-1-01-6010), the Grantee shall not be responsible for indemnifying or holding the Grantor harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of exposure to asbestos that occurred prior to the date of this Deed.

e. Polychlorinated Biphenyls (PCBs) Containing Equipment Notification

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.

f. Notice of Aboveground/Underground (AST/UST) Storage Tanks

The Grantee is hereby informed and does acknowledge that two inactive Aboveground Storage Tanks (S-6 and a solvent tank) remain on Parcel 8A. There is also one active UST remaining on Parcel 8A (SPHA-3,T2). Underground Storage Tanks (S14, T1 and S40,T1) that contained solvent/gasoline were formerly located on Parcel 8A from 1942 to 1993. The tanks and the surrounding soil were removed in 1993, and subsequent investigation indicated that no additional cleanup was necessary.

g. 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 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, State of Nebraska and 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

(a) The Grantee covenants for itself, its successors and assigns, that, with the exception of Building N-17, which is located on Parcel 3, 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. The Grantee covenants for itself, its successors and assigns, that Building N-17 shall be used solely for industrial purposes and not for commercial, agricultural or residential purposes. Industrial uses include, but are not limited to, rail car maintenance and repair, manufacturing, and warehousing.

(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 use of the Property, and, for Building N-17, to allow for commercial, agricultural or residential use. 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 use of the Property, and, for Building N-17, to allow for commercial, agricultural or residential use, 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

(a) 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 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.

(b) 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.

(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 to include Building N-17, 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.g.

3. Submissions

Modification of Restrictions. The Grantee shall submit any requests to use the Property for residential purposes, to use Building N-17 for commercial, agricultural, and/or residential purposes, to install monitoring wells or other modification to the above restrictions to Grantor, with a copy to EPA and Nebraska DEQ, by first class mail, postage prepaid, addressed as follows:

- (a) to Grantor: Corps of Engineers, Omaha District
ATTN: CENWO-RE
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"

V. MISCELLANEOUS GRANTEE COVENANTS

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land 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 successors

and 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, including, but not limited to, the possible limited presence of explosives residue and the possible minimal presence of secondary explosives on or within Building N-17, which is located on Parcel 3. 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, including Building N-17, nor any agreement or promise to alter, improve, adapt or repair the Property including Building N-17.

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.

c. Grantee, for itself and its successors and assigns, agrees that any future major modifications or the demolition of Building N-17, which is located on Parcel 3, shall, at its or their sole expense, be accomplished with oversight by personnel qualified to oversee explosives removal.

VI. AGREEMENTS, NOTICES AND CONDITIONS

a. Anti-Deficiency Act

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.

VII. 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:

200600526

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 No. DACA45-2-99-6157, granted to Hall County for road rights-of-way.

(2) Easement No. DACA45-2-99-6023, granted to Hall County for road rights of way.

(3) Easement No. DACA45-2-97-6024, granted to Southern Nebraska Rural Public Power District for electric power-line and substation rights-of-way.

(4) Easement No. DACA45-2-99-6070, granted to Northwestern Public Service Company for gas-line rights-of-way.

(5) Department of the Army Lease Nos. DACA45-1-01-6010, DACA45-1-96-6095 and DACA45-1-79-6041, granted to DTE Rail Services, Inc., for lease of certain railroad and storage facilities located on the CHAAP. The Grantor upon conveyance of the property to the Grantee will terminate said leases.

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.

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.

200600526

GRANTEE ACCEPTANCE

The undersigned Grantee, does hereby accept the herein-described property, subject to the notices, agreements, reservations, restrictions, conditions, covenants and exceptions hereinabove expressed.

Executed this 20th day of October, 2005, in Washtenaw County, State of Michigan.

DTE RAIL SERVICES, INC.

BY: *Evan J. Mail*

TITLE: CEO

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

REVIEWED
BY: *JA*
LEGAL
10-20-05

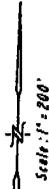
The foregoing Quitclaim Deed was acknowledged before me this 20 day of October, 2005, by *Evan J. O'Neil*.



Jane Bowber
Notary Public

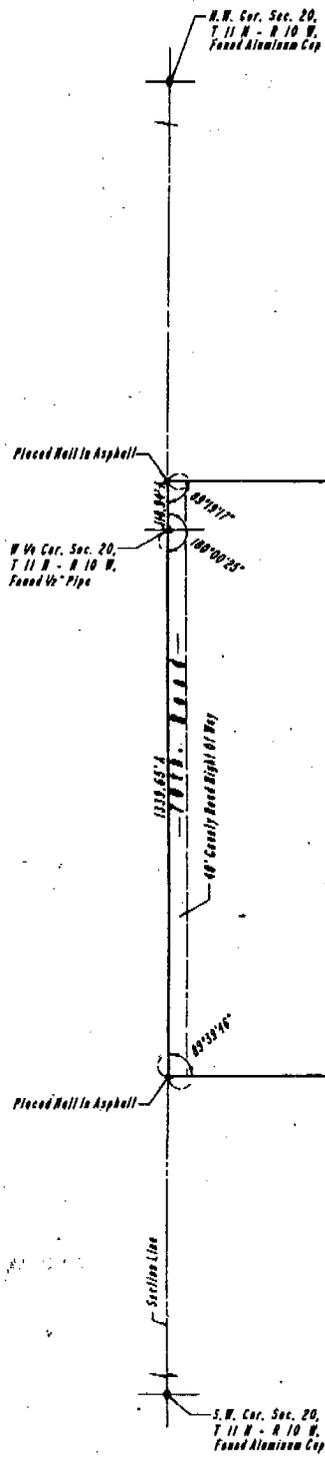
My commission expires: 9-2-2007

200600526



LEGEND

- - Indicates 4" Iron Pipe Found Unless Otherwise Noted
- - Indicates 2" Iron Pipe Found Unless Otherwise Noted
- A - Indicates ACTUAL Distance
- R - Indicates RECORDED Distance



3443.39' A
3046.00'

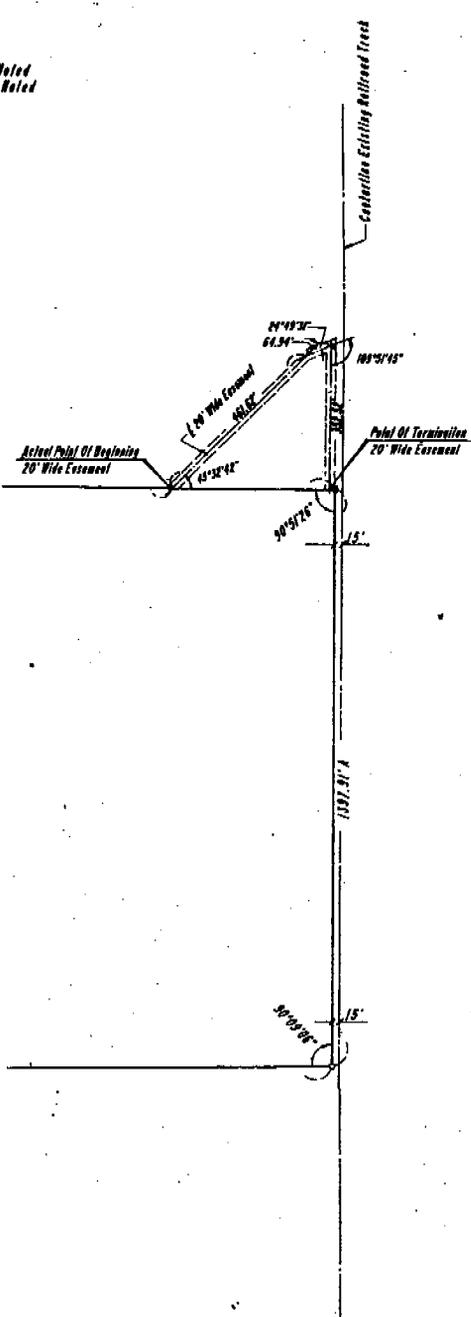
Actual Point Of Breakback
20' Wide Easement

P1. Section 20, T 11 N - R 10 W

Parcel No. 3

3443.54' A

200600526



LEGAL DESCRIPTION (Parcel No. 3)

A tract of land comprising a part of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th, P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the West Quarter Corner of said Section Twenty (20); thence running northerly along the west line of said Section Twenty (20), a distance of One Hundred Eighteen and Ninety Four Hundredths (118.94) feet; thence deflecting right 90°40'43" and running easterly a distance of Three Thousand Four Hundred Forty Five and Thirty Nine Hundredths (3445.39) feet, to a point Fifteen (15.0) feet west of the centerline of an existing railroad tract; thence deflecting right 89°08'34" and running southerly parallel with and Fifteen (15.0) feet west of the centerline of an existing railroad tract, a distance of One Thousand Three Hundred Ninety Seven and Ninety One Hundredths (1397.91) feet; thence deflecting right 89°50'54" and running westerly a distance of Three Thousand Four Hundred Forty Nine and Fifty Four Hundredths (3449.54) feet, to a point on the west line of said Section Twenty (20); thence deflecting right 90°20'14" and running northerly along the west line of said Section Twenty (20), a distance of One Thousand Three Hundred Thirty Nine and Sixty Five Hundredths (1339.65) feet, to the point of beginning and containing 113.047 acres more or less, of which 1.339 acres more or less is presently occupied by public road right of way. Net 111.706 acres more or less.

ACCESS EASEMENT (Parcel No. 3)

A tract of land consisting of a Twenty (20.0) foot wide easement located in a part of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th, P.M., in Hall County, Nebraska, the centerline of said Twenty (20.0) foot wide easement being more particularly described as follows: Beginning at the West Quarter Corner of said Section Twenty (20); thence running northerly along the west line of said Section Twenty (20), a distance of One Hundred Eighteen and Ninety Four Hundredths (118.94) feet; thence deflecting right 90°40'43" and running easterly a distance of Three Thousand Forty Six and Eight Hundredths (3046.08) feet, to the ACTUAL point of beginning; thence deflecting left 45°32'42" and running northeasterly a distance of Four Hundred Sixty One and Sixty Two Hundredths (461.62) feet; thence deflecting right 24°49'31" and running northeasterly a distance of Sixty Four and Ninety Four Hundredths (64.94) feet; thence deflecting right 109°51'45" and running southerly a distance of Three Hundred Fifty Two and Fifty Two Hundredths (352.52) feet, to the point of termination, said tract containing 0.434 acres more or less.

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

SURVEYOR'S CERTIFICATE

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



Ronald R. Rockwell
 Ronald R. Rockwell, Reg. Land Surveyor No. 349

LAND SURVEY Pt. Section 20, T11N - R10W Hall County, Nebraska	
SUBMITTED BY:	SURVED BY: <i>Derry S.</i>
CHECKED BY: <i>R.R.R.</i>	DATE: <i>10/1</i>
APPROVED BY:	REVISIONS:
DATE: <i>Jan 15, 2000</i>	<i>January 14, 2001</i>
PROJECT NO.:	

200600526

LEGAL DESCRIPTION (Parcel No. 8A)

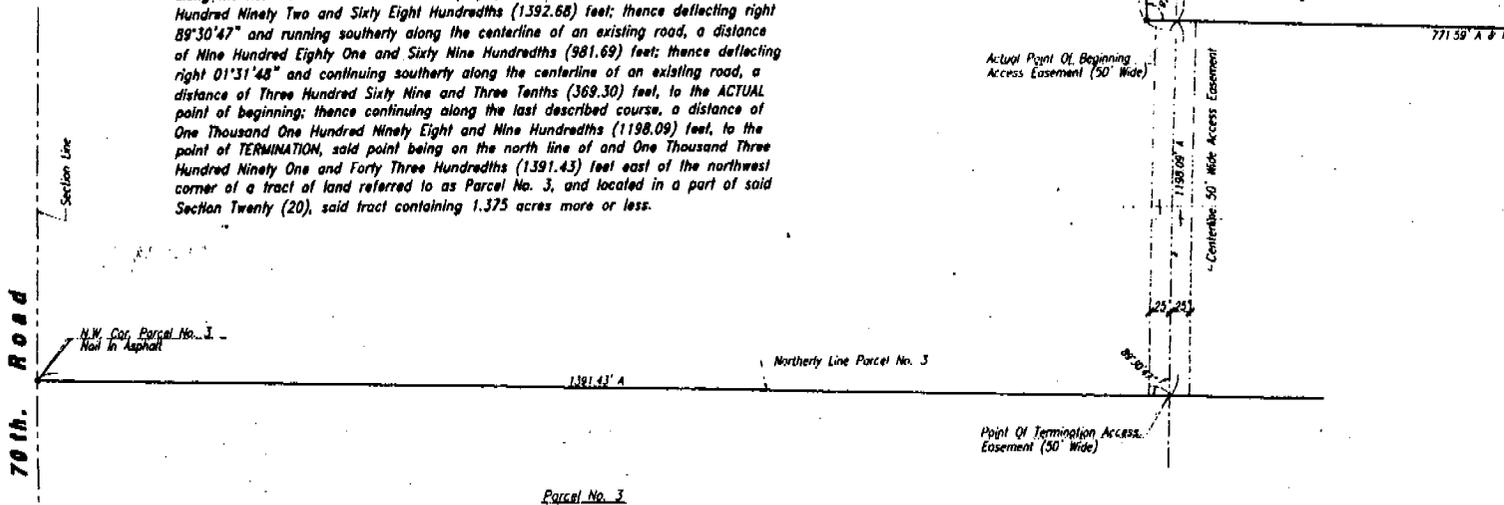
A tract of land comprising a part of the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said North Half (N1/2); thence running easterly along the north line of said North Half (N1/2), a distance of One Thousand Three Hundred Sixty Four and Sixty Two Hundredths (1364.62) feet, to the ACTUAL point of beginning; thence continuing easterly along the north line of said North Half (N1/2), a distance of Seven Hundred Fifty and Seventy Nine Hundredths (750.79) feet; thence deflecting right 87°33'43" and running southerly a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet; thence deflecting left 23°04'13" and running southeasterly a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting left 64°09'24" and running easterly a distance of One Hundred Nine and Twenty One Hundredths (109.21) feet; thence deflecting right 90°00'00" and running southerly Four Hundred Fifteen and Eighty Eight Hundredths (415.88) feet; thence deflecting right 50°12'39" and running southwesterly a distance of Two Hundred Forty Three and Seventy Four Hundredths (243.74) feet; thence deflecting left 48°35'43" and running southerly a distance of Three Hundred Seventy and Nineteen Hundredths (370.19) feet; thence deflecting right 89°42'41" and running westerly a distance of Seven Hundred Seventy One and Fifty Nine Hundredths (771.59) feet; thence deflecting right 88°42'57" and running northerly a distance of Three Hundred Thirty Four and Fifteen Hundredths (334.15) feet; thence deflecting left 90°00'07" and running westerly a distance of Four Hundred Fifty Seven and Eighty Seven Hundredths (457.87) feet; thence deflecting right 89°45'07" and running northerly a distance of Two Hundred Eighty Five and Thirty Eight Hundredths (285.38) feet; thence deflecting left 89°45'30" and running westerly a distance of One Hundred Ninety Three and Seventy Hundredths (193.70) feet; thence deflecting right 90°47'40" and running northerly a distance of One Hundred Seventy Nine and Five Hundredths (179.05) feet; thence deflecting right 89°19'48" and running easterly a distance of Three Hundred Seventy Five and Seventy Eight Hundredths (375.78) feet; thence deflecting left 51°15'32" and running northeasterly a distance of Four Hundred Thirty One and Fifty Five Hundredths (431.55) feet; thence deflecting left 38°34'36" and running northerly a distance of Two Hundred Sixteen and Three Hundredths (216.03) feet, to the ACTUAL point of beginning and containing 33.252 acres more or less, of which 0.863 acres more or less is presently occupied by public road right of way. Net 32.389 acres more or less.

ACCESS EASEMENT (50' Wide)

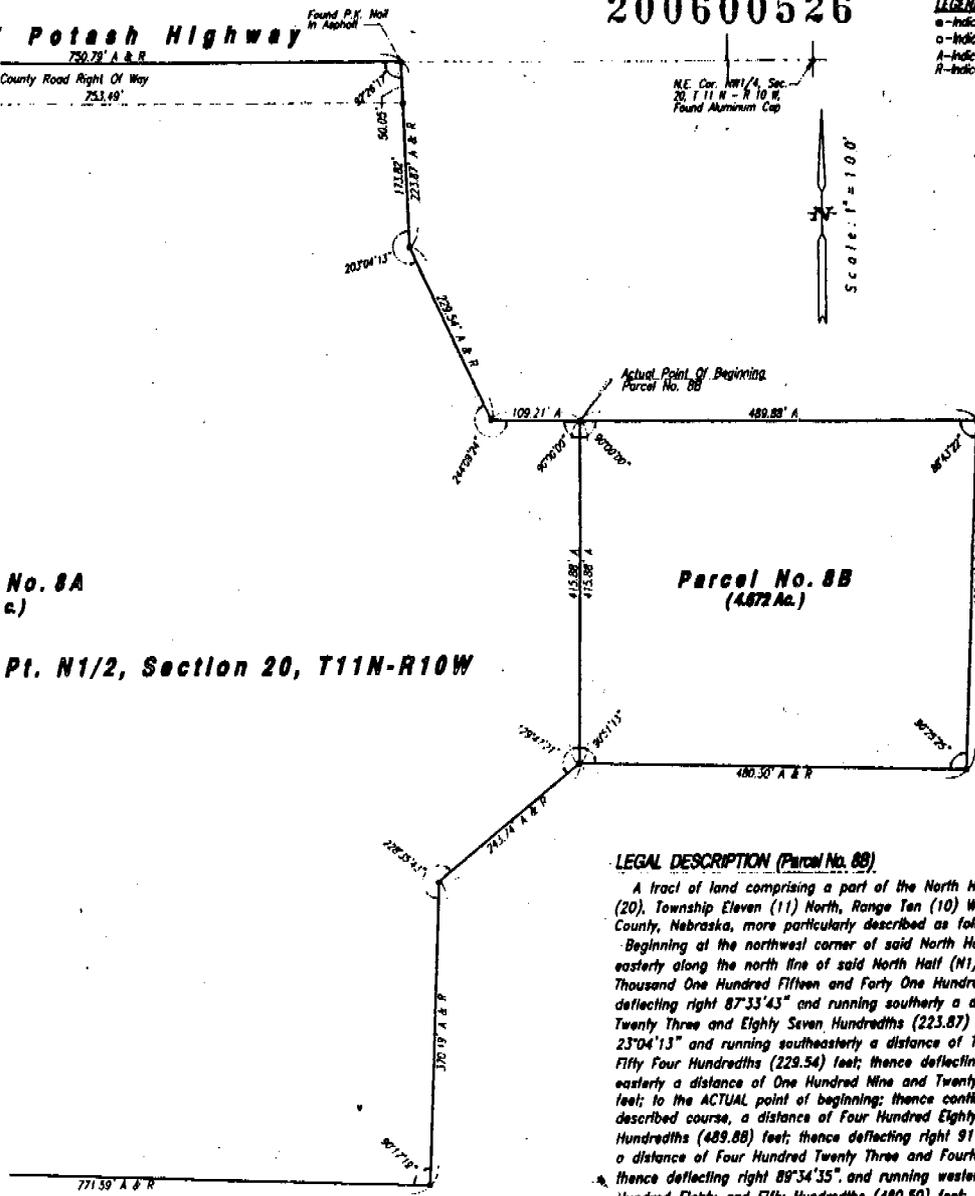
A tract of land consisting of a Fifty (50.0) foot wide easement located in the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, the centerline of said Fifty (50.0) foot wide easement being more particularly described as follows:

Beginning at the northwest corner of said North Half (N1/2); thence running easterly along the north line of said North Half (N1/2), a distance of One Thousand Three Hundred Ninety Two and Sixty Eight Hundredths (1392.68) feet; thence deflecting right 89°30'47" and running southerly along the centerline of an existing road, a distance of Nine Hundred Eighty One and Sixty Nine Hundredths (981.69) feet; thence deflecting right 01°31'48" and continuing southerly along the centerline of an existing road, a distance of Three Hundred Sixty Nine and Three Tenths (369.30) feet, to the ACTUAL point of beginning; thence continuing along the last described course, a distance of One Thousand One Hundred Ninety Eight and Nine Hundredths (1198.09) feet, to the point of TERMINATION, said point being on the north line of and One Thousand Three Hundred Ninety One and Forty Three Hundredths (1391.43) feet east of the northwest corner of a tract of land referred to as Parcel No. 3, and located in a part of said Section Twenty (20), said tract containing 1.375 acres more or less.



200600526

LEGEND
 □ - Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
 ○ - Indicates 1/2" Iron Pipe Pinned Unless Otherwise Noted
 A - Indicates ACTUAL Distance
 R - Indicates RECORDED Distance



Potash Highway
 750.77' A & R
 County Road Right Of Way
 753.49'

No. 8A
 c)
 Pt. N1/2, Section 20, T11N-R10W

Parcel No. 8B
 (4.672 Ac.)

LEGAL DESCRIPTION (Parcel No. 8B)

A tract of land comprising a part of the North Half (N1/2) of Section Twenty (20), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:
 Beginning at the northwest corner of said North Half (N1/2); thence running easterly along the north line of said North Half (N1/2), a distance of Two Thousand One Hundred Fifteen and Forty One Hundredths (2115.41) feet; thence deflecting right 87°33'43" and running southerly a distance of Two Hundred Twenty Three and Eighty Seven Hundredths (223.87) feet; thence deflecting left 25°04'13" and running southeasterly a distance of Two Hundred Twenty Nine and Fifty Four Hundredths (229.54) feet; thence deflecting left 64°09'24" and running easterly a distance of One Hundred Nine and Twenty One Hundredths (109.21) feet; to the ACTUAL point of beginning; thence continuing easterly along the last described course, a distance of Four Hundred Eighty Nine and Eighty Eight Hundredths (489.88) feet; thence deflecting right 91°16'38" and running southerly a distance of Four Hundred Twenty Three and Fourteen Hundredths (423.14) feet; thence deflecting right 88°34'35" and running westerly a distance of Four Hundred Eighty and Fifty Hundredths (480.50) feet; thence deflecting right 89°08'47" and running northerly a distance of Four Hundred Fifteen and Eighty Eight Hundredths (415.88) feet, to the ACTUAL point of beginning and containing 4.672 acres more or less.

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

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.

D. D. S. A.
 Deryl D. Sorjanfrei, Reg. Land Surveyor No. 538 S.S.

LAND SURVEY Pt. N1/2, Sec. 20, T11N - R10W Hall County, Nebraska	
SUBMITTED BY:	DRAWN BY: Boyl S.
CHECKED BY: G.S.S.	SHEET No. 1 OF 1
APPROVED BY:	DATE: February 18, 2005
PROJECT No.:	REVISIONS: February 23, 2005

200600526

EXHIBIT B-1

Table 2 - Notification of Hazardous Substance Storage, Release or Disposal

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R) or Disposed (D)	Date of Storage, Release or Disposal	Remedial Actions
<p>Parcel 3 Nitrate Area Approximately 113.047 acres of land</p>	<p>Nitrate liquor, aluminum powder and crystalline nitrate (Buildings N-1, N-2, N-3, N-5, N-7, N-9, N-11, N-13, N-15, and N-17) (S)</p> <p>Ammonium nitrate fertilizer (S)</p> <p>Laboratory chemicals and explosive waste (Buildings X-1, X-3, and X-4) (S)</p> <p>Explosive compounds and waste from mine test facility (Building N-2) (S)</p> <p>PCB Transformers and automotive batteries containing lead (Buildings N-1 and N-3 in Salvage Yard) (S)</p> <p>Solvents, paint, and silica sand for sandblasting (Building N-17 and Drum Areas to the North and South of Building N-17) (S)</p>	<p>1942-1945, possibly 1950-1957</p> <p>1946-1948</p> <p>Production periods, possibly 1942-1945 and 1950-1957</p> <p>1968-1973</p> <p>1965-1990</p> <p>1979 to present (associated with railcar refurbishing operations)</p>	<p>Based on the 1996 RI and the 1998 Feasibility Study, this area was found to have lead contamination in soil occurring possibly from stored automotive batteries. The 1999 Record of Decision (ROD) for Operable Unit Three identified the selected remedy as excavation of lead-contaminated soil at the General Storage Area/Salvage Yard to levels below the RAO for lead (400 µg/g), transportation of contaminated soil to an off-site disposal facility, and implementation of institutional controls to prevent residential use.</p> <p>Preparations to excavate the lead-contaminated soils within the Nitrate Area were initiated in May 2000. Prior to excavation activities, composite delineation samples were collected at a depth of 6 inches to 1 foot. The analytical results of all composite samples were below RAOs for lead (400 µg/g). As prior analytical detections of lead-contaminated soils could not be confirmed or replicated, no excavation activities at the Nitrate Area were completed. Details of sampling locations and analytical results of the composite sampling are presented in the Closeout Report for the Soil Investigation and Excavation of OU3, 2001.</p> <p>Based on the results of the composite sampling in 2001, concentrations of lead in soil at the Nitrate Area were not confirmed above NDEQ guidance concentrations. As a result, the selected remedy for lead in soil at the Nitrate Area has been achieved.</p> <p>Beginning in December 2003, decontamination by thermal decomposition and demolition of several buildings in the Nitrate Area was performed for residual explosive contaminants, including Buildings N-1, N-2, N-3, N-5, N-7, N-9, N-11, N-13, N-15, X-1, X-3, and X-4. On October 20, 2004, the contractor performing this work certified that the identified buildings had been decontaminated to a 5X level and therefore the affected parcels of land could be transferred for sale.</p> <p>For the work that is performed in accordance with IOCP 385-1, the 5X designation indicates that no significant amounts (not enough to present an explosive safety hazard) of contamination remain. Several criteria must be met to achieve the 5X certification. Among these criteria are thermal decomposition of buildings at a sufficiently high temperature and a determination that explosive soil is not present. For the Nitrate Area sites, the criteria used to determine whether soil was considered explosive was a determination that the soil did not contain greater than 10% by weight of any secondary explosive or mixture of secondary explosives in soil samples.</p>

EXHIBIT "B-1" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED

EXHIBIT B-1

Table 2 - Notification of Hazardous Substance Storage, Release or Disposal

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R) or Disposed (D)	Date of Storage, Release or Disposal	Remedial Actions
			<p>The >10% by weight explosives level is not a measure of toxicity hazard. Toxicity hazards due to explosive chemicals were evaluated in the 1996 RI, 1998 FS for OU3, and 1999 ROD for OU3. In the OU3 ROD, explosives were not determined to be contaminants of potential concern (COPCs) for the Nitrate Area; therefore no cleanup levels were established for explosives at this Area of Concern (AOC). Soil cleanup levels for explosives that were established for other OU3 AOCs include:</p> <p style="padding-left: 40px;">Shop Area 102 micrograms per gram ($\mu\text{g/g}$) of 1,3,5-trinitrobenzene 191 $\mu\text{g/g}$ of 2,4,6- trinitrotoluene</p> <p style="padding-left: 40px;">Pistol Range 52 $\mu\text{g/g}$ of RDX</p> <p style="padding-left: 40px;">Sanitary Landfill 123 $\mu\text{g/g}$ of 2-amino-4,6-dinitrotoluene 123 $\mu\text{g/g}$ of 4-amino-2,6-dinitrotoluene 8.42 $\mu\text{g/g}$ of 2,4-dinitrotoluene 8.42 $\mu\text{g/g}$ of 2,6-dinitrotoluene 1,022 $\mu\text{g/g}$ of nitrobenzene 52 $\mu\text{g/g}$ of RDX 191 $\mu\text{g/g}$ of 2,4,6- trinitrotoluene</p> <p>The chemical analyses of soil performed to determine whether explosive soil was present as part of the 5X certification effort can be compared to soil cleanup levels for explosive chemicals that have been established for the various OU3 AOCs. This comparison shows that for soil analyses performed as part of the 5X certification effort for building sites in the Nitrate Area, all of the analytical results for chemicals that have an established cleanup level for an OU3 AOC were less than the respective cleanup level.</p> <p>Groundwater results from perimeter wells indicate that operations at the Nitrate Area have not impacted groundwater.</p>

EXHIBIT B-2

Table 2 - Notification of Hazardous Substance Storage, Release or Disposal

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R) or Disposed (D)	Date of Storage, Release or Disposal	Remedial Actions
<p>Parcel 8A Shop Area Approximately 32.387 acres of land</p>	<p>Explosive compounds and waste including 2,4,6-TNT and RDX in laundry wastewater (Building S-4, sumps, open ditches, and leachfields) (S) (R)</p> <p>Solvents and paints, including lead-based paint were used and stored in the paint shop (Building S-22) (S)</p> <p>Paints, pesticides, solvents, oils, and other chemicals in Paint Spray Shop and pesticide mixing (Building S-37) (S)</p>	<p>Periods of ammunition production between 1942 and 1973</p> <p>1942-1990</p> <p>1942-1990</p>	<p>A number of containers of pesticides, herbicides, and other chemicals from Building S-37 were disposed of by DRMO in 1993 through 1994.</p> <p>Investigation of the Shop Area determined that there were unacceptable concentrations of lead in soil. Soils contaminated with lead were identified in the 1996 RI in the Shop Area, directly east/northeast of Building S-22. The 1999 ROD identified the selected remedy as excavation and off-site disposal of lead-contaminated soil to or below the RAO of 400 µg/g, and deed restrictions to prevent residential use.</p> <p>Soil excavation activities were performed at the Shop Area (Parcel 8A) in June 2000. All confirmation sample lead concentrations were below the RAO for lead. All excavations were backfilled with clean fill. The contaminated soil was disposed of at the Grand Island Municipal Landfill. The selected remedy for lead in soil of excavation and disposal has been achieved. The 2004 Final First Five-Year Review Report determined that the selected remedy for OU3 remains protective of human health and the environment.</p> <p>Beginning in December 2003, decontamination by thermal decomposition and demolition of Buildings S-4 and S-5 in Parcel 8A in the Shop Area was performed for residual explosive contaminants. On October 20, 2004, the contractor performing this work certified that the identified buildings had been decontaminated to a 5X level and therefore the affected parcels of land could be transferred for sale.</p> <p>For the work that is performed in accordance with IOCP 385-1, the 5X designation indicates that no significant amounts (not enough to present an explosive safety hazard) of contamination remain. Several criteria must be met to achieve the 5X certification. Among these criteria are thermal decomposition of buildings at a sufficiently high temperature and a determination that explosive soil is not present. For the Shop Area sites, the criteria used to determine whether soil was considered explosive was a determination that the soil did not contain greater than 10% by weight of any secondary explosive or mixture of secondary explosives in soil samples.</p> <p>The >10% by weight explosives level is not a measure of toxicity hazard. Toxicity hazards due to explosive chemicals were evaluated in the 1996 RI, 1998 FS for OU3, and 1999 ROD for OU3. In the OU3 ROD, explosive contaminant soil cleanup levels established for the Shop Area include the following:</p> <p style="text-align: center;">102 µg/g of 1,3,5-trinitrobenzene 191 µg/g of 2,4,6- trinitrotoluene</p> <p>The OU3 ROD determined that no explosive contaminants exceeded the cleanup levels established for the Shop Area.</p>

EXHIBIT "B-2" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED

EXHIBIT B-2

Table 2 - Notification of Hazardous Substance Storage, Release or Disposal

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R) or Disposed (D)	Date of Storage, Release or Disposal	Remedial Actions
			<p>A review of soil analyses performed as part of the 5X certification effort in the Shop Area building sites (Buildings S-4 and S-5) indicates that all of the analyses for explosive chemicals were below quantitation limits (non-detect). The quantitation limits for these analyses were far below the cleanup levels/Remedial Action Objectives (RAOs) established in the ROD for OU3, therefore these analytical results are also below established RAOs.</p> <p>No groundwater contamination was found on Parcel 8A, therefore no remediation of contaminated groundwater on Parcel 8A was specified in the 1999 OU3 ROD. The OU3 ROD does specify groundwater monitoring for VOCs and natural attenuation indicators for the VOC plume located in Parcel 8B and deed restrictions to prevent residential use and domestic groundwater use.</p>