

Entered As Instrument No
0200607051

STATE OF NEBRASKA)
COUNTY OF HALL) ss

2006 AUG 7 PM 4 53

Kathy Braach
REG. OF DEEDS

CASH _____
CHECK 70.50

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 8-7-2006
EXEMPT 2 BY AT

Cathleen Allen
PO Box 790
GI NE 68802

**Cornhusker Army Ammunition Plant (CHAAP)
Hall County, Nebraska
Part of Acquisition Tract No. 3a
Land Tract No. 1**

QUITCLAIM DEED

70.50

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 12th day of July 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 property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. Section 9620(h)(4)(A) as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of and appropriate concurrence in such identification has been obtained pursuant to 42 U.S.C. Section 9620(h)(4)(B); and

WHEREAS, the Grantee's use of the property will be in a manner consistent with the Cornhusker Army Ammunition Plant Reuse Committee Comprehensive Reuse Plan; and

WHEREAS, all the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of the Army, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Army, acting pursuant to the above mentioned laws, regulations and orders.



200607051

200607051

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 Seventy Eight Thousand Two Hundred Ten and No/100 Dollars (\$78,210.00), 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:

A tract of land comprising a part of the Northeast Quarter (NE1/4) of Section Two (2), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, Hall County, Nebraska, containing 104.280 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A,"** which is attached hereto and made a part hereof.

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

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.

Department of the Army Lease No. DACA45-1-02-6020 (Tract 1) granted to Tom Fagan for the period March 1, 2005 through February 28, 2006.

III. CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (CERCLA), 42 U.S.C. Section 9601 et seq., the Grantor has identified the Property as real property on which no hazardous substances and no

petroleum products or their derivatives were known to have been released or disposed of. The Grantor covenants and warrants to the Grantee that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products or their derivatives existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

b. 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.

c. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, 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) 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 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)

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 October 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. 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. Preservation of Archeological Site

Archeological Site 25HL47 (hereinafter referred to as "the site") is located on Tract 1 of the subject property and is hereby conveyed subject to the following conditions, restrictions and limitations hereinafter set forth:

200607051

1. The Site shall be maintained and preserved in accordance with the Secretary of Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-44737) Preservation and the Advisory Council on Historic Preservation's publication entitled "Treatment of Archeological Properties," in order to preserve and enhance those qualities that make the property eligible for inclusion in the National Register of Historic Places.

2. The Site can be used for agricultural, conservation, or recreation related activities **provided that no disturbance of the ground surface or any other similar activity shall be permitted**, which would alter the historic integrity or the archeological value of the Site, without prior written permission of the Nebraska State Historic Preservation Officer (SHPO) signed by a fully authorized representative thereof. Should the SHPO require, as a condition of granting permission, that the Grantee conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on 25HL47, the Grantee shall conduct such activities at his own expense. Also, the Grantee shall conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-44737), and the Nebraska State Archeologist's guidelines and permit processes (as applicable), and such other standards and guidelines as the SHPO may specify, including but not limited to standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations as required, and reinterment of human remains, if recovered.

3. The above restrictions are binding on the Grantee, his heirs, successors and assigns in perpetuity; however, the SHPO may, for good cause, modify or cancel any of the foregoing restrictions upon written application of the Grantee, his successors or assigns.

4. The SHPO shall be permitted access, at all reasonable times, to inspect the Site in order to ascertain if the above conditions are being observed.

5. In the event of a violation of this covenant by the Grantee, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the State of Nebraska, notify the Advisory Council on Historic Preservation of said violations.

6. If the Grantee, his successors or assigns, conducts and completes a study of the Site 25HL47 and retrieves archeological resources and delivers them to the SHPO, all under the supervision of, and to the satisfaction of, the Nebraska State Archeologist, the Nebraska Historical Society shall execute a valid certificate of release of this Preservation Restriction and deliver said certificate of release in recordable form to the Grantee, or his successors or assigns.

7. This covenant is enforceable in specific performance by a court of competent jurisdiction.

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 CPNRD) 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.

VI. 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 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 CONDITONS

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.

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

200607051

N.W. CORNER NW1/4
SECTION 2-T11N-R11W
FOUND "D J HOSTLER"
ALUMINUM CAP IN
ASPH. PAVEMENT

N.W. CORNER NE1/4
SECTION 2-T11N-R1
FOUND "D J HOSTLE"
ALUMINUM CAP IN
ASPH. PAVEMENT

3,200.0' R.

2,636.82' A.

AIRPORT ROAD

SECTION LINE

1783957' A.

90°00'00" A.

SCHAUPPSVILLE ROAD

2,160.0' R.
2,160.93' A.

2,649.86' A.

SECTION LINE

89°49'59" A.

FOUND STATE GAME AND
PARKS BRASS CAP IN CONC.

3,200.0' R.
3,198.43' A.

S.W. CORNER NW1/4
SECTION 2-T11N-R11W
FOUND U. S. B. L. M.
BRASS CAP

(NEBRASKA GAME AND PARKS)
TRACT PER QUITCLAIM DEED-
RECORDED IN BOOK 166, PAGE 443
REGISTER OF DEEDS OFFICE

SCALE 1" = 200'

LEGAL DESCRIPTION

A tract of land comprising a part of the North
Hall County, Nebraska, and more particularly d

Beginning at the northeast corner of said
(NE1/4), a distance of Two Thousand Sev-
Game and Parks Commission property) r
running southerly, along and upon the es
and One Tenth (2,180.10) feet to the south
easterly, along and upon the easterly pro
Ninety One and Seventy Eight Hundredths
and running northerly, along and upon t
Fifty Four Hundredths (2,179.64) feet to the
occupied by public road right of way.

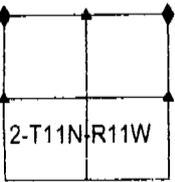
CORNER TIES

- N.W. CORNER NW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
49.26' N.W. TO NAIL IN POWER POLE
37.20' S.S.W. TO CHISELED MARK ON TOP END OF C.M.P.
43.43' S.E. TO CHISELED MARK ON TOP END OF C.M.P.
- N.W. CORNER NE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
38.35' N.W. TO CHISELED MARK IN TOP END OF C.M.P.
33.80' N. TO NAIL IN POWER POLE
60.09' S. TO PIN IN CONCRETE MONUMENT
- N.E. CORNER NE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
48.84' N.E. TO NAIL IN POWER POLE
64.30' S.E. TO NAIL IN FENCE CORNER POST
64.77' S.W. TO NAIL IN FENCE CORNER POST
- S.W. CORNER NW1/4 - FOUND U.S.B.L.M. BRASS CAP
26.90' W. TO 1/2" IRON PIPE
52.10' N.E. TO NAIL IN FENCE BRACE POST
52.44' S.E. TO NAIL IN FENCE BRACE POST
- S.E. CORNER NE1/4 - FOUND 1 1/4" IRON PIN
63.89' N.N.E. TO NAIL IN 42" TREE
42.39' N.E. TO NAIL IN 42" TREE
53.55' E.N.E. TO NAIL IN 42" TREE

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowle
supervision.

Lee D. Wagner, R



200607051

N.W. CORNER NE1/4
SECTION 2-T11N-R11W
FOUND "D J HOSTLER"
ALUMINUM CAP IN
ASPH. PAVEMENT

PLACED 5/8" IRON REBAR WITH ALUMINUM CAP IN ASPH.
PAVEMENT. (CAP IS STAMPED "L S 557" AND MARKED
WITH AN "X").

3,200.0' R.

2,838.82' A.

SECTION LINE

565.18' A.

SECTION LINE

2,075.98' A.

178°59'57" A.

89°48'28" A.

50.0' A.

50' WIDE COUNTY
ROAD RIGHT OF WAY

2,180.0' R.
2,180.10' A.

FOUND STATE GAME AND
PARKS BRASS CAP IN CONC.

APPROX HISTORICAL
(25HL47)

3,200.0' R.
3,198.43' A.

2,091.78' A.

90°12'30" A.

LEGAL DESCRIPTION

A tract of land comprising a part of the Northeast Quarter (NE1/4) of Section Two (2), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M. Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE1/4); thence running westerly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Two Thousand Seventy Five and Ninety Eight Hundredths (2,075.98) feet to the northeast corner of a tract (State of Nebraska Game and Parks Commission property) recorded in Book 166, Page 443, Hall County Register of Deeds Office; thence deflecting left 89°48'28" and running southerly, along and upon the east line of said Nebraska Game and Parks Commission tract, a distance of Two Thousand One Hundred Eighty and One Tenth (2,180.10) feet to the southeast corner of said Nebraska Game and Parks Commission tract; thence deflecting left 90°12'30" and running easterly, along and upon the easterly prolongation of the south line of said Nebraska Game and Parks Commission tract, a distance of Two Thousand Ninety One and Seventy Eight Hundredths (2,091.78) feet to a point on the east line of said Northeast Quarter (NE1/4); thence deflecting left 90°12'25" and running northerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand One Hundred Seventy Nine and Fifty Four Hundredths (2,179.54) feet to the point of beginning and containing 104.280 acres, more or less, of which, 3.996 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 D. Wagner, Registered Land Surveyor No. 457



TRACT NO

ASKA GAME AND PARKS)
PER QUITCLAIM DEED-
D IN BOOK 166, PAGE 443
REGISTER OF DEEDS OFFICE

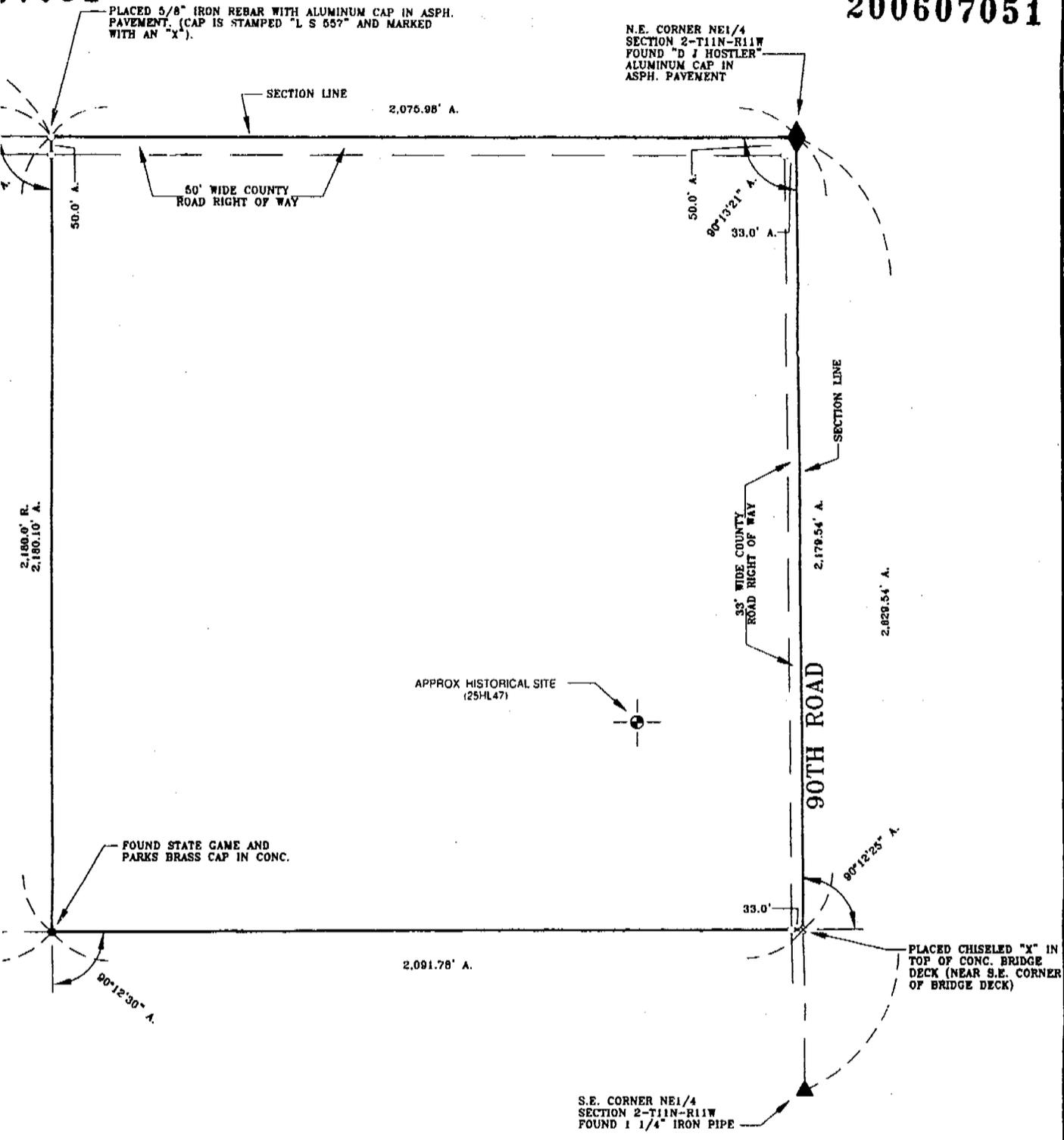
PAVEMENT

PAVEMENT

PAVEMENT

07051

200607051



Section Two (2), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M.

thence running westerly, along and upon the north line of said Northeast Quarter (NE1/4) of Section 2-T11N-R11W, a distance of Two Thousand One Hundred Eighty Nine (2,075.98) feet to the northeast corner of a tract (State of Nebraska vs 443, Hall County Register of Deeds Office; thence deflecting left 89°48'28" and same and Parks Commission tract, a distance of Two Thousand One Hundred Eighty Nine (2,075.98) feet to the northeast corner of said Nebraska Game and Parks Commission tract; thence deflecting left 90°12'30" and running e of said Nebraska Game and Parks Commission tract, a distance of Two Thousand One Hundred Eighty Nine (2,075.98) feet to the east line of said Northeast Quarter (NE1/4); thence deflecting left 90°12'25" on the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand One Hundred Seventy Nine and containing 104.280 acres, more or less, of which, 3.996 acres, more or less, is presently

R. - RECORDED DISTANCE ON QUITCLAIM DEED RECORDED IN BOOK 168, PAGE 443, HALL COUNTY REGISTER OF DEEDS OFFICE
 A. - ACTUAL DISTANCES AND/OR ANGLES

INDICATES 5/8" IRON REBAR WITH ALUMINUM CAP PLACED. (CAP IS STAMPED "L S 557" AND MARKED WITH AN "X").

panying plat is from an accurate survey of the described property made under my



TRACT NO. 1

PART OF THE NE1/4 OF SECTION 2-T11N-R11W, HALL COUNTY, NEBRASKA	CAAP 1.dwg 10-29-2004 D.S. L.W.
LAND SURVEY	
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8485 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339	

EXHIBIT "A" ATTACHED TO AND MADE A PART OF QUITCLAIM DEED (TRACT 1)

200607051

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 1st day of February, 2006.

Loren Schuett
Secretary or Attesting Officer
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.