200307152

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

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 30th day of May, 2003, by and between the UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the SECRETARY OF THE ARMY, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) ("said Act"), and Southern Public Power District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 4550 West Husker Highway, P.O. Box 1687, Grand Island, Nebraska 68803-1687, hereinafter referred to as Grantee.

WITNESSETH:

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

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

WHEREAS, the 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 Two Hundred Fifty Three Thousand Five Hundred and No/100 Dollars ($253,500.00); the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for himself and his successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, his successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

Four tracts of land comprising parts of the Sections Eight (8) and Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, all being in Hall County, Nebraska, containing 225.453 acres, more or less (hereinafter referred to as the “Property”), and being more particularly shown and described on Exhibits “A-1”, “A-2”, “A-3” and “A-4”, which are attached hereto and made a part hereof.

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

RESERVING, however, to the Grantor, ownership and exclusive use of the existing monitoring wells/piezometers located on the property together with access across the property for the purpose of monitoring and/or removing the wells/piezometers. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same. Two wells/piezometers are located along the eastern boundary of Tract 27B; two monitoring wells/piezometers are located along the western boundary of Tract 37A; one monitoring well is located in the northwest corner of Tract 38A; and three piezometers are located along the eastern boundary of Tract 38A.
RESERVING, however, to the Grantor and its assigns, a perpetual and assignable easement for the operation of the existing water lines and Well Houses EW-6 (Tract 37A) and EW-7 (Tract 38A) (hereinafter "facilities"), as shown on Exhibits "A-1", "A-2", "A-3" and "A-4", associated with the Pump and Treatment Plant located in Section Seven (7), township Eleven (11), North, Range Ten (10) West of the Sixth Meridian, together with access to the facilities for monitoring and/or maintenance purposes. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

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

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

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

This conveyance is expressly made subject to the following reservations in favor of Grantor, and its assigns:
SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests that have been previously reserved to Grantor in any Patent(s) covering the Property.

III. CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120 (h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA) 42 U.S.C. 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 No. 38-EH-8519-99 dated 9-20 November 1998, as amended by Amendment No. 1, signed April 2002, 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 reserves a right of access to any and all portions of the herein-described tracts 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 conveyance of the herein described tracts of land, or 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 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 tracts 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 under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

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, are available for the Grantee’s review at the Office of the Commander’s Representative or public library. The Grantee, its successors and assigns, agree that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee, 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, as amended by Amendment No. 1, signed April 2002, and the FOST for the property dated November 2002, prepared by the Grantor, and agrees, to the best of the Grantee’s knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee’s intended use.

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

The Department of the Army has undertaken careful environmental study of the Property and concluded that the highest and best use of the Property is limited by its environmental condition to industrial/agricultural/commercial 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 shall be included in this deed to assure the use of the Property is consistent with environmental condition 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. Industrial/Agricultural/Commercial Use Restrictions

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

(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. 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 upon the Grantee's obtaining the approval of the Army Corps of Engineers, the Environmental Protection Agency (EPA) and the Nebraska 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 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), 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 or the reserved easement in Section I.

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 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 EPA: Nebraska Department of Environmental Quality
P.O. Box 98922
Lincoln, NE 68509-8922

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:
200307152

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

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

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

3. Easement DACA45-2-97-6024 granted to Southern Nebraska Rural Public Power District for overhead electric power lines.

4. Easement DACA45-2-01-6078 granted to City of Grand Island for recreation trail rights-of-way. Grantee is not permitted to disturb the area lying within the recreation trail easement.

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

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

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

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

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

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

VI. MISCELLANEOUS GRANTEE COVENANTS

Grantee covenants for 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 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 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 in 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. Non-Discrimination

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

b. Anti-Deficiency Act

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

c. Wetlands Notice

A portion of the property contains wetlands.
THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 1991) in which property is transferred by the United States.

THIS QUITCLAIM DEED is not subject to the provisions of 10 U.S.C. 2662.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 30th day of May, 2003.

UNITED STATES OF AMERICA

By

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

COMMONWEALTH OF VIRGINIA )
)ss
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 30th day of November, 2006, 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 acknowledged the foregoing instrument to be his free act and deed, dated this 30th day of May, 2003, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Yaren A. Cooper
Notary Public

My commission expires: 30 November 2006
GRANTEE ACCEPTANCE

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

Executed this 14th day of MARCH, 2003, in Hall County, State of Nebraska.

SOUTHERN PUBLIC POWER DISTRICT

BY: __________________________ 

TITLE: GENERAL MANAGER

STATE OF NEBRASKA )
COUNTY OF HALL )

The foregoing Quitclaim Deed was acknowledged before me this 14th day of MARCH, 2003, by __________________________.

Notary Public

My commission expires: ____________

GENERAL NOTARY-State of Nebraska
MICHAEL L. JOHNSON
My Comm. Exp. Aug. 1, 2004
LEGAL DESCRIPTION

A tract of land comprising a part of the Southwest Quarter (SW1/4), and a part of the Southeast Quarter (SE1/4), all being in Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the south line of said Southwest Quarter (SW1/4), said point being Five Hundred Seventy Three and Nine Hundredths (573.9) feet from the southwest corner of said Southwest Quarter (SW1/4); thence deflecting left 100'00"05" and running westerly, along and upon the south line of said Southwest Quarter (SW1/4) a distance of Two Thousand Eight Hundred Fifty Two and Seventy Two Hundredths (2852.72) feet; thence deflecting left 100'13"15" and running southerly, a distance of Two Thousand Eight Hundred Fifty Two and Seventy Two Hundredths (2852.72) feet to the southwest corner of said Southwest Quarter (SW1/4); and thence northwesterly, a distance of One Hundred Twenty Forty Two and Seven Tenths (1242.7) feet to the north line of said SW1/4 and containing 52.83 acres, more or less.

SURVEYOR'S CERTIFICATE

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

[Signature]

Surveyor, licensed land surveyor No. 885
200307152

S.W. CORNER SE1/4
SECTION 8-T11N-R1W
FOUND PE NAIL

L. 4040.01' A.

1.298.61' R1.
1.089.61' REA.

S. 347.51' A.

PERP. TO 30' WIDE HIKE/BIKE TRAIL EASEMENT

APPROXIMATE AREA OF RDX CONTAMINATION - PLUME (PER DRAWING PROVIDED BY TERRY THOMSEN, CERBER WOODWARD CLYDE, ON JANUARY 4, 2001)

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

60TH ROAD 1.400' A.

L. 1090.91' REA.
2.740.91' REA.

SECTION LINE

13TH STREET

8-T11N-H10W

- INDICATES 1/2" IRON PIPE FOUND
○ = INDICATES 1/2" IRON PIPE PLACED
LEGAL DESCRIPTION

A tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Eight (8), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of said Southeast Quarter (SE1/4); thence running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Eight Hundred Fifty Nine and Fifty Nine One Hundredths (1,859.59) feet; thence deflecting right 10º24'10" and running northerly, a distance of Nine Thousand One Hundred Fifty Nine and Thirty Four Hundredths (9,159.34) feet to a point on the east line of said Southeast Quarter (SE1/4); said point being One Thousand Six Hundred and One Hundredth (1,600.01) feet south of the northeast corner of said Southeast Quarter (SE1/4); thence deflecting right 10º33'21" and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of One Thousand Six Hundred and One Hundredth (1,600.01) feet to the point of beginning and containing 50.82 acres, more or less.

SURVEYOR’S CERTIFICATE

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

[Signature]

Lee H. Wagner, Registered Land Surveyor No. 507

TRACT NO. 27B

EXHIBIT "A-2" ATTACHED TO AND MADE

A PART OF QUITCLAIM DEED
LEGAL DESCRIPTION

A tract of land comprising a part of the Northeast Quarter (NE1/4) and a part of the Northwest Quarter (NW1/4), all being in Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th Principal Meridian, Calloway County, Missouri, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE1/4); thence running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Six Hundred Fifty Five and Seven Hundred Twenty Five Thousand Hundredth (655.75) feet to a point, said point being Two Thousand Twenty Seven and Fifty Seven Hundredth (2,207.57) feet west of the northeast corner of said Northeast Quarter (NE1/4); thence deflecting right 8°20'05" and running westerly, a distance of One Thousand Eight Hundred Twenty Nine and Fourteen Hundredths (1,829.14) feet; thence deflecting right 11°05'48" and running northerly, a distance of Two Thousand Five Hundred (2,500.0) feet to a point on the north line of said Northeast Quarter (NE1/4); thence deflecting right 8°20'02" and running easterly, along and upon the north line of said Northeast Quarter (NW1/4), a distance of One Thousand Forty Two and Ninety Four Hundredths (1,042.94) feet to the point of beginning and containing 65.055 acres, more or less.

SURVEYOR'S CERTIFICATE

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

[Signature]

[Registered Land Surveyor]

TRACT NO. 37A

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

A tract of land comprising part of the Northeast Quarter (NE/4) of Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE/4), thence running westerly along and upon the north line of said Northeast Quarter (NE/4), a distance of One Thousand Eight Hundred Fifty (1,880.0) feet, thence deflecting left 82°59′49″ and running northeasterly a distance of Two Thousand Fifty Five (2,655.0) feet to a point on the east line of said Northeast Quarter (NE/4), thence deflecting left 82°59′49″ and running northerly, along and upon the east line of said Northeast Quarter (NE/4), a distance of Nine Hundred Fifty (950.0) feet to the point of beginning and containing 58.71 acres, more or less.

SURVEYOR'S CERTIFICATE

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

[Signature]

Ira L. Wagner, Registered Land Surveyor No. 507
<table>
<thead>
<tr>
<th>Parcel Description</th>
<th>Name of Hazardous Substance(s)</th>
<th>Stored (S)</th>
<th>Released (R)</th>
<th>Date of Storage, Release, and Disposal</th>
<th>Remedial Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tract 26B</td>
<td>RDX and other explosive compounds</td>
<td>R</td>
<td>Past ordnance production and disposal since 1942</td>
<td>A portion of this tract lies over the RDX plume. CHAAP has installed a Pump and Treatment Plant, which is in operation to remediate the groundwater contamination. The plume could take up to 20 years or more before remediation is complete. Record of Decision (ROD) for Operable Unit One (OU1) - Groundwater and OU1 ROD Amendment. Letter concurred with the FOST, the Army's decision to transfer and the Hall County Reuse Authority Plan proposing to transfer these parcels of property to Southern Public Power District were received from EPA Region VII on 20 February 2003 and from NDEQ on 29 November 2002.</td>
<td></td>
</tr>
<tr>
<td>Tract 27B</td>
<td>RDX and other explosive compounds</td>
<td>R</td>
<td>Past ordnance production and disposal since 1942</td>
<td>A portion of this tract lies over the RDX plume. CHAAP has installed a Pump and Treatment Plant, which is in operation to remediate the groundwater contamination. The plume could take up to 20 years or more before remediation is complete. Record of Decision (ROD) for Operable Unit One (OU1) - Groundwater and OU1 ROD Amendment. Letter concurred with the FOST, the Army's decision to transfer and the Hall County Reuse Authority Plan proposing to transfer these parcels of property to Southern Public Power District were received from EPA Region VII on 20 February 2003 and from NDEQ on 29 November 2002.</td>
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</tr>
<tr>
<td>Tract 37A</td>
<td>RDX and other explosive compounds</td>
<td>R</td>
<td>Past ordnance production and disposal since 1942</td>
<td>A portion of this tract lies over the RDX plume. CHAAP has installed a Pump and Treatment Plant, which is in operation to remediate the groundwater contamination. The plume could take up to 20 years or more before remediation is complete. Record of Decision (ROD) for Operable Unit One (OU1) - Groundwater and OU1 ROD Amendment. Letter concurred with the FOST, the Army's decision to transfer and the Hall County Reuse Authority Plan proposing to transfer these parcels of property to Southern Public Power District were received from EPA Region VII on 20 February 2003 and from NDEQ on 29 November 2002.</td>
<td></td>
</tr>
<tr>
<td>Parcel Description</td>
<td>Name of Hazardous Substance(s)</td>
<td>Stored (S)</td>
<td>Released (R)</td>
<td>Disposed (D)</td>
<td>Date of Storage, Release, Disposal</td>
</tr>
<tr>
<td>--------------------</td>
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<td>-----------------------------------</td>
</tr>
<tr>
<td>Tract 38A</td>
<td>RDX and other explosive compounds</td>
<td>R</td>
<td></td>
<td></td>
<td>Fast ordnance production and disposal since 1942</td>
</tr>
</tbody>
</table>

CERTIFICATE OF AUTHORITY

I hereby certify that I am the Secretary, 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 Gary Hedman, 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 17th day of March, 2003.

Mike Lowry, Secretary

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

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

MRO 21 Aug 2002 851 (Edition dated 1 Oct 91 is obsolete)