

Entered As Instrument No.

0200110087

5081

STATE OF NEBRASKA )  
COUNTY OF HALL ) ss

'01 OCT 5 PM 3 13

*Katlynn*  
REC'D DEEDS

CASH C 50.50  
CHECK \_\_\_\_\_

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\_\_\_\_\_  
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REFUNDS:

CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 10-5-2001  
By [Signature]

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

G.I. ABSTRACT

200110087

Cornhusker Army Ammunition Plant  
Hall County, Nebraska  
Part of Acquisition Tracts Nos. 12 and 13  
Part of Land Management Tract No. 6

**QUITCLAIM DEED**

**KNOW ALL BY THESE PRESENTS:**

**THIS QUITCLAIM DEED** is made this 14<sup>th</sup> day of May, 2001, 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 **GIAET #2, L. L. C.**, a Nebraska limited liability company, with its principal office located at 113 West Second Street, Grand Island, Nebraska 68801, 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 sold by public auction; and

**WHEREAS**, the Grantee is the assignee of the successful bidder at said auction; and

**WHEREAS**, the property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. 9620(h)(4)(A) as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of and appropriate concurrence in such identification has been obtained pursuant to 42 U.S.C. 9620(h)(4)(B); and

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

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

**NOW THEREFORE**, Grantor and Grantee make the following respective conveyances, grants, assignments, reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements hereinafter set forth.

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Ninety Two Thousand Two Hundred Forty One and No/100 Dollars (\$92,241.00); 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 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 Southeast quarter (S/E ¼) of Section 6, Township 11 North, Range 10 West of the Sixth Principal Meridian, containing 99.728 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.

**RESERVING**, however, to the Grantor, a perpetual and assignable easement and right-of-way for access in, on, over and across the east 50 feet of the west 110 feet of the Property for the operation, maintenance, alteration and replacement of an existing road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

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

**II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE**

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

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

b. **SAVE AND EXCEPT** and there is hereby reserved unto Grantor, and its assigns, all rents and other beneficial interests in favor of Grantor in and to the following lease to the extent, and only to the extent that such rents and other beneficial interests cover the Property:

Department of the Army Lease DACA45-1-99-6062 (Land Management Parcel #6) granted to Roger Nunnenkamp for the period March 1, 1999 through February 28, 2001.

**III. CERCLA COVENANT AND RESERVED ACCESS**

a. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. (CERCLA), the Grantor has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of. The Grantor covenants and warrants to the Grantee that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products or their derivatives existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

b. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation, operation, and removal of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Grantor will provide the record title owner reasonable advance notice of such activities, responses, or remedial actions.

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

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

**Federal Facility Agreement**

A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army, effective September 1990, and a copy of any

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amendments thereto, are available for the Grantee's review at the Office of the Commander's Representative. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the property transfer, the United States assumes no liability to the person or entity to whom the property is transferred should implementation of the FFA interfere with their use of the property. The Grantee or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

#### 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 those previously mentioned.

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. Agriculture Lease No. DACA45-1-99-6062, until February 28, 2001.

h. All other existing Army outgrants including Easement No. DA25-066-ENG-11968 granted to Consumers Public Power District, for a powerline right-of-way, running north and south, over and across the west 30 feet of the east 80 feet of the property and Easement No. DACA45-2-99-6070 granted to Northwestern Service Company, for a gas-line right-of-way, 30 feet in width, running north to south from the northern boundary to the southern boundary, and which is generally located 667.75 to 686.09 feet from the eastern boundary of the property as shown on Exhibit "A", and installation commander agreements, whether or not of record or otherwise approved in writing by Grantee.

h. Easement for a road over and across the east 50 feet and along southern boundary varying in width from 33 feet on the east to 46.46 feet on the west of the property. Also, subject to an easement for a drainage ditch, running north and south, over and across the west 60 feet of the property. Also subject to an easement for a recreational trail over and across the north 30 feet of the south 63 feet to 74.46 feet of the Property. Grantee is not permitted to disturb the area lying within the recreation trail easement. The locations and extent of these easements are indicated on the attached Exhibit "A".

## 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 shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions set out in Section IV herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

**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 14th day of May, 2001.

UNITED STATES OF AMERICA

By: Paul W. Johnson  
**PAUL W. JOHNSON**  
 Deputy Assistant Secretary of the Army (I&H)

COMMONWEATH 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, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, 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 14th day of May, 2001, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Karen A. Cooper  
 Notary Public

My commission expires: 30 November 2002



GRANTEE ACCEPTANCE

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

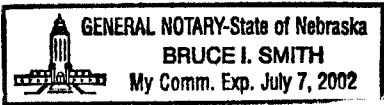
Executed this 5<sup>th</sup> day of October, 2001, in Hall County, State of Nebraska.

GIAET #2, L.L.C.,  
a Nebraska limited liability company

By: [Signature]  
Title: President Grand Island Abstract & Escrow & Title Co. - Sole Member

STATE OF NEBRASKA )  
  ) ss  
COUNTY OF HALL )

The foregoing Quitclaim Deed was acknowledged before me this 5<sup>th</sup> day of October, 2001, by Hal A. Schaefer.



[Signature]  
Notary Public

My commission expires: July 7, 2002



R. = RECORDED DISTANCE ON GAS PIPELINE EASEMENT DRAWING IN DOCUMENT 98-108017, HALL COUNTY REGISTER OF DEEDS OFFICE  
 A. = ACTUAL DISTANCE

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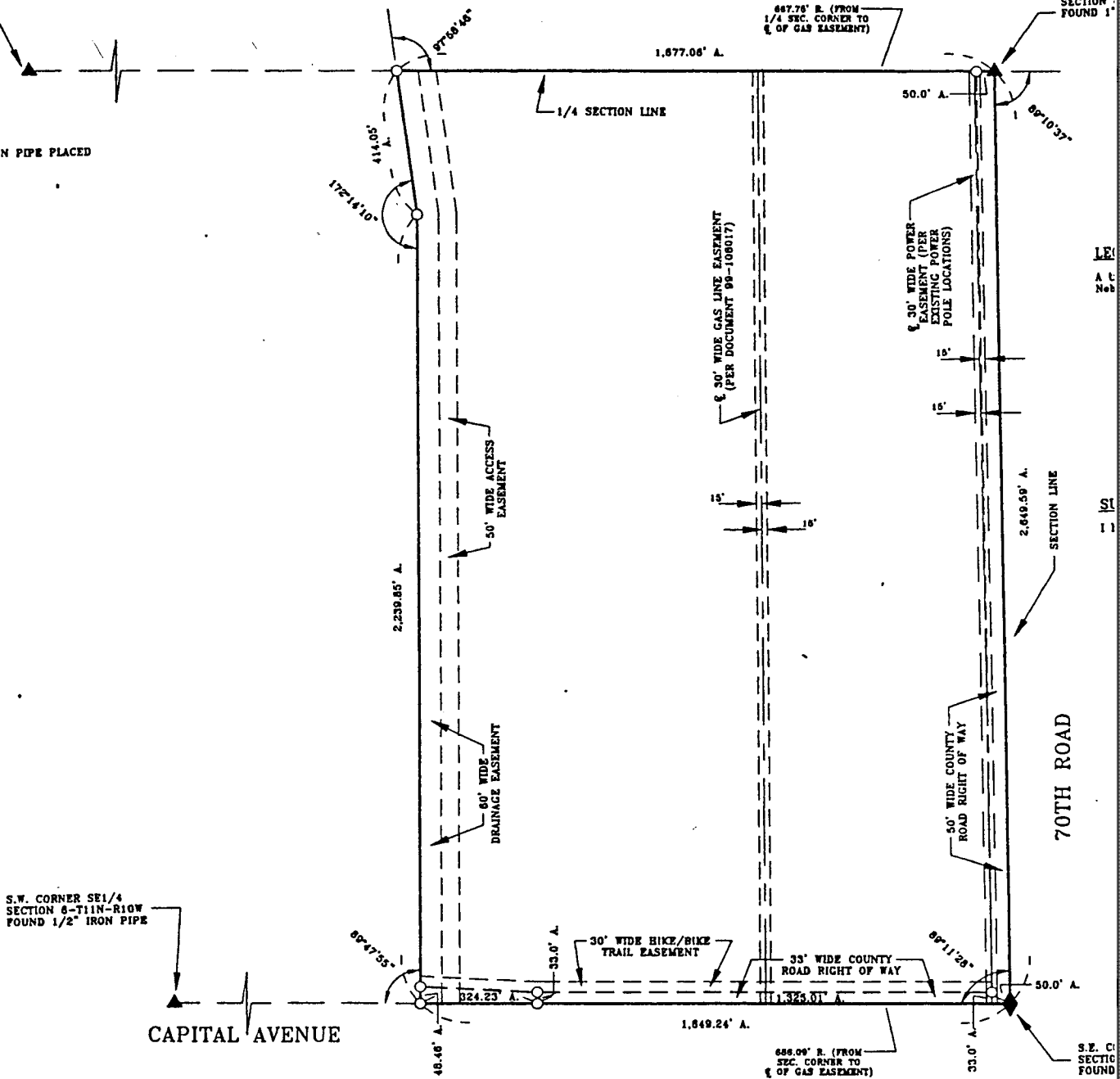
NOTE: ALL ANGLES SHOWN ARE ACTUAL ANGLES

N.W. CORNER SW1/4 SECTION 8-T11N-R10W FOUND 1" IRON PIN

N.E. CORNER SECTION FOUND 1"

O = INDICATES 1/2" IRON PIPE PLACED

SCALE 1" = 200'



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N.E. CORNER SE1/4  
SECTION 6-T11N-R10W  
FOUND 1" IRON PIN

50.0' A.  
89°10'37"

30' WIDE POWER  
EASEMENT (PER  
EXISTING POWER  
POLE LOCATIONS)

**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Six (6), 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 Six Hundred Forty Nine and Twenty Four Hundredths (1,649.24) feet; thence deflecting right 89°47'55" and running northerly, a distance of Two Thousand Two Hundred Thirty Nine and Eighty Five Hundredths (2,239.85) feet; thence deflecting left 07°45'50" and running northerly, a distance of Four Hundred Fourteen and Five Hundredths (414.05) feet to a point on the north line of said Southeast Quarter (SE1/4); thence deflecting right 97°58'48" and running easterly, along and upon the north line of said Southeast Quarter (SE1/4), a distance of One Thousand Six Hundred Seventy Seven and Six Hundredths (1,677.06) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting right 89°10'37" and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Forty Nine and Fifty Nine Hundredths (2,649.59) feet to the point of beginning and containing 99.728 acres, more or less.

15'  
15'

**SURVEYOR'S CERTIFICATE**

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

*Lee D. Wagner*  
Lee D. Wagner, Registered Land Surveyor No. 557



2,649.59' A.  
SECTION LINE

50' WIDE COUNTY  
ROAD RIGHT OF WAY  
70TH ROAD

89°11'29"  
50.0' A.  
33.0' A.

S.E. CORNER SE1/4  
SECTION 6-T11N-R10W  
FOUND 1" IRON PIPE

**EXHIBIT "A"**

|   |  |
|---|--|
| PART OF THE SE1/4<br>SECTION 6-T11N-R10W<br>HALL COUNTY, NEBRASKA   | CAAP68<br>08-29-2000<br>P.J.G.<br>L.W. |
| LAND SURVEY   |  |
| BENJAMIN & ASSOCIATES, INC.<br>ENGINEERS & SURVEYORS<br>P. O. BOX 338 - PHONE 362-8465 - AREA CODE 308<br>GRAND ISLAND, NEBRASKA 68802-0339 |  |

TRACT NO. 6B

*Kathy Beach*  
REG. OF DEEDS

CASH 178.25  
CHECK \_\_\_\_\_

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

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 4-2-02  
142.75 SA

G.I. ABSTRACT

SPECIAL WARRANTY DEED

GIAET #2, L.L.C., a limited liability company organized and existing under the laws of the State of Nebraska, GRANTOR, pursuant to the terms and conditions of a certain Real Property Exchange Agreement between Grantor and Grantee dated April 6, 2001 conveys to GRANTEE, BIG B, INC., a Nebraska corporation, the following described real estate (as defined in NEB. REV. STAT. 76-201):

A tract of land comprising a part of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Six (6), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, containing 99.728 acres, more or less, and being more particularly shown and described on Exhibit "A", which is attached hereto and made a part hereof.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate subject to liens and encumbrances of record;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part hereof through, by or under Grantor, excepting as to liens and encumbrances of record.

The conveyance of the aforescribed real estate herein is subject to all liens and encumbrances of record filed against the subject real estate, which by separate agreement Grantee has agreed to assume and be fully liable for the payment thereof.

Executed April 2<sup>nd</sup>, 2002.

GIAET #2, L.L.C., A Nebraska Limited Liability Company

By GRAND ISLAND ABSTRACT, ESCROW & TITLE CO., A Nebraska Corporation, Manager

By *Hal Schager*  
Hal Schager, President

STATE OF NEBRASKA )  
                                  ) ss:  
COUNTY OF HALL )

The foregoing instrument was acknowledged before me on April 2, 2002 by Hal Schager, President of Grand Island Abstract, Escrow & Title Co., a Nebraska corporation, on behalf of the corporation as Manager of GIAET #2, L.L.C., a Nebraska limited liability company.

GENERAL NOTARY-State of Nebraska  
BRUCE I. SMITH  
My Comm. Exp. July 7, 2002

*Bruce I. Smith*  
Notary Public

My commission expires: *July 7 2002*

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N.E. CORNER SE1/4 SECTION 6-T11N-R10W FOUND 1" IRON PIN

50.0' A.  
89°10'37"

5.30' WIDE POWER EASEMENT (PER EXISTING POWER POLE LOCATIONS)

**LEGAL DESCRIPTION**

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

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**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. 557



70TH ROAD

2,649.59' A. SECTION LINE

50' WIDE COUNTY ROAD RIGHT OF WAY

50.0' A.

S.E. CORNER SE1/4 SECTION 6-T11N-R10W FOUND 1" IRON PIPE

**EXHIBIT "A"**

|   |  |
|---|--|
| PART OF THE SE1/4 SECTION 6-T11N-R10W HALL COUNTY, NEBRASKA   | CAAP#8<br>08-29-2008<br>P.J.G.<br>L.W. |
| LAND SURVEY   |  |
| BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS<br>P. O. BOX 339 - PHONE 368-8468 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339 |  |

TRACT NO. 6B

R. = RECORDED DISTANCE ON GAS PIPELINE EASEMENT DRAWING IN DOCUMENT 98-108017, HALL COUNTY REGISTER OF DEEDS OFFICE  
A. = ACTUAL DISTANCE

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NOTE: ALL ANGLES SHOWN ARE ACTUAL ANGLES

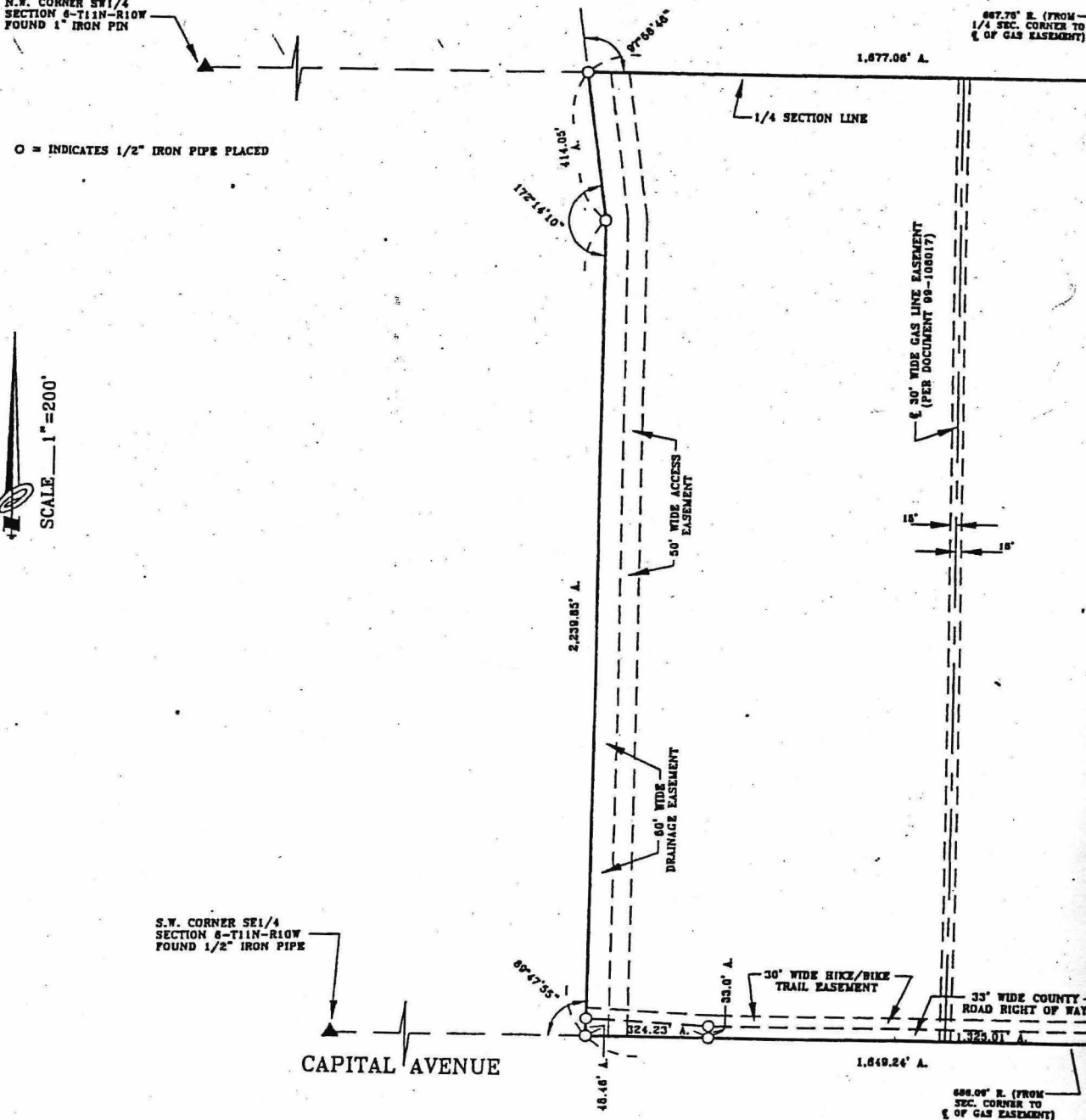
N.W. CORNER SW1/4 SECTION 6-T11N-R10W FOUND 1" IRON PIN

687.70' E. (FROM 1/4 SEC. CORNER TO 1/4 OF GAS EASEMENT)

O = INDICATES 1/2" IRON PIPE PLACED

200203585

SCALE 1" = 200'



686.06' E. (FROM SEC. CORNER TO 1/4 OF GAS EASEMENT)