

Entered As Instrument No.

0200204919

STATE OF NEBRASKA
COUNTY OF HALL

02 MAY 7 AM 11 51

Kathy Brack
REG OF DEEDS

CASH 151.00

CHECK _____

REFUNDS:

CASH _____

CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 4-22-2002
BY FR

G.I. ABSTRACT

Cornhusker Army Ammunition Plant
Hall County, Nebraska

Parts of Acquisition Tracts Nos. 30a, 30b, 30c, 32, 33, 34, 35, 37 and 38
Land Management Tract No. 23

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 22nd day of April, 2002 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 Big B, Inc., a Nebraska corporation, with its principal office located at 4444 West 13th Street, 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 sold by public auction; and

WHEREAS, the Grantee was the successful bidder at said auction; 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

ORIGINAL

Encl 7

200204919

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 total sum of Three Hundred Thirty Five Thousand Eight Hundred Thirty Two and 75/100 Dollars (\$335,832.75); 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 properties situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

Tract 23A: (Monetary Consideration = \$162,561.60)

A tract of land comprising all of the Northeast Quarter (NE1/4), part of the Southeast Quarter (SE1/4), part of the Southwest Quarter (SW1/4), and a part of the Northwest Quarter (NW1/4), all being in Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the Sixth Principal Meridian, Hall County, Nebraska, containing 240.832 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A-1"**, which is attached hereto and made a part hereof.

Tract 23B: (Monetary Consideration = \$173,271.15)

A tract of land comprising all of the Northwest Quarter (NW1/4), part of the Northeast Quarter (NE1/4), part of the Southeast Quarter (SE1/4), and a part of the Southwest Quarter (SW1/4), all being in Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, Hall County, Nebraska, containing 256.698 acres, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A-2"**, 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:

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

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

Eighty-nine (89) Department of the Army Leases for magazine storage purposes that expire April 30, 2002, as identified on **Exhibit "B"**, which is attached hereto and made a part hereof.

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 "C"**, 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 30 March 2001, 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, testpitting, 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, 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.

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 30 March 2001, and the FOST for the property dated January 2001, 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. 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 buildings on the Property, which were 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 Survey and (for residential properties) the lead-based paint risk assessment, which has 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 any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, state, and local laws 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).

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 H, 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, with the addition of abatement of bare soil with lead levels higher than 2000 ppm; and (3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

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. 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.

5. 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 or lead-based paint hazards on the Property.

6. The covenants, restrictions, and requirements of this subsection IV.c. shall be binding upon the Grantee, its successors and assigns, and shall be deemed to run with the land.

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 in buildings and structures on the Property, as described in the EBS. The ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and 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, judgements, 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 or structures on the Property after the 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. 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. 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 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 covenants and restrictions are included in this deed to assure the use of the Property is consistent with environmental condition of the Property. The following restrictions and covenants 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 Use Restrictions

(a) The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for industrial and agricultural purposes and not for residential purposes, the Property having been remediated only for industrial and agricultural uses. 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), assisted living facilities, and outdoor recreational activities (excluding recreational activities by employees and their families incidental to authorized industrial and agricultural uses on the Property).

(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 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 covenants and land use restrictions 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 restrictions and covenants 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 restrictions in all subsequent leases, 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 restrictions 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; or 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 this subsection IV.e.

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 modifications 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

f. Inclusion of Provisions

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 (section IV), and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, lease, or grants of any interest, privilege, or license.

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:

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

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

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.

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.

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.

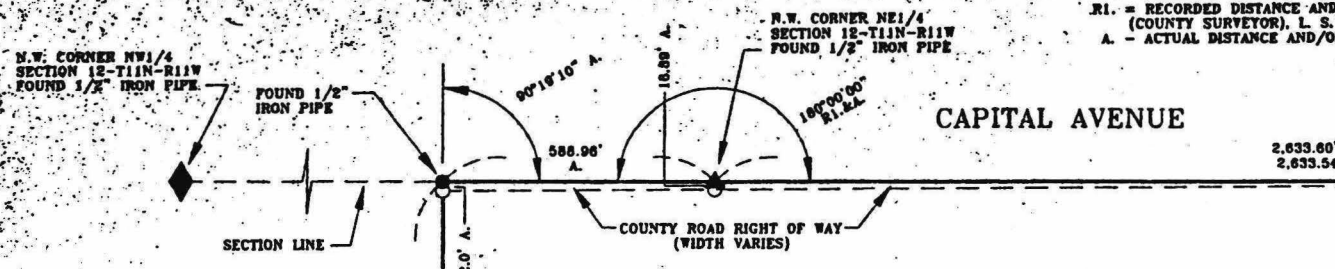
c. Wetlands Notice

A portion of the property contains wetlands.

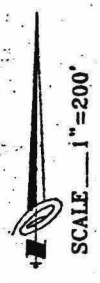
THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 1991) in which property is transferred by the United States.

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

R.I. = RECORDED DISTANCE AND
(COUNTY SURVEYOR), L. S.
A. - ACTUAL DISTANCE AND/O



200204919



3,288.85' A.

90°04'47" A.

3,218.97' A.

○ = INDICATES 1/2" IRON PIPE PLACED

SECTION LINE

N.E. CORNER NE1/4
SECTION 12-T11N-R11W
FOUND 1/2" IRON PIPE

200204919

LEGAL DESCRIPTION

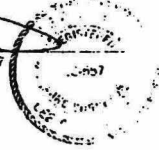
A tract of land comprising all of the Northeast Quarter (NE1/4), part of the Southeast Quarter (SE1/4), part of the Southwest Quarter (SW1/4), and a part of the Northwest Quarter (NW1/4), all being in Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE1/4); thence running southerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting left 00°05'12" and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Five Hundred Ninety Two and Fifty One Hundredths (592.51) feet; thence deflecting right 89°55'48" and running westerly, a distance of Three Thousand Two Hundred Eighteen and Ninety Seven Hundredths (3,218.97) feet; thence deflecting right 90°04'47" and running northerly, a distance of Three Thousand Two Hundred Sixty Eight and Eighty Five Hundredths (3,268.85) feet to a point on the north line of said Northwest Quarter (NW1/4); thence deflecting right 90°19'10" and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Five Hundred Eighty Eight and Ninety Six Hundredths (588.96) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right 00°00'00" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Thirty Three and Fifty Four Hundredths (2,633.54) feet to the point of beginning and containing 240.832 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.

Lee D. Wagner, Registered Land Surveyor No. 557



80TH ROAD

SECTION LINE

N.E. CORNER SE1/4
SECTION 12-T11N-R11W
FOUND 1/2" IRON PIPE

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

S.E. CORNER SE1/4
SECTION 12-T11N-R11W
FOUND 1/2" IRON PIPE

TRACT NO. 23A

| | |
|---|---|
| ALL OF THE NE1/4, PART OF THE SE1/4, PART OF THE SW1/4 AND PART OF THE NW1/4 SECTION 12-T11N-R11W HALL COUNTY, NEBRASKA | CAAP23A 02-25-2001 P.J.G. L.W. |
| LAND SURVEY | |
| BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8165 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339 | |

MI. = RECORDED DISTANCE ON CORNER TIE SHEET BY DANIEL J. HOSTLER (COUNTY SURVEYOR, L. S. NO. 263, DATED MARCH 24, 1929)
A. = ACTUAL DISTANCE AND/OR ANGLE

200204919

○ = INDICATES 1/2" IRON PIPE PLACED

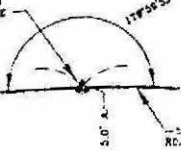
N.W. CORNER NE1/4 SECTION 7-11N-R10W FOUND 1/2" IRON PIPE

N.W. CORNER SW1/4 SECTION 7-11N-R10W FOUND 1/2" IRON PIPE

CAPITAL AVENUE 2,802.44' PL. 2002.34' A.

SECTION LINE

5' WIDE COUNTY ROAD RIGHT OF WAY



SCALE 1" = 200'

HOTH ROAD 2,658.00' A.

10' WIDE COUNTY ROAD RIGHT OF WAY

SECTION LINE

N.W. CORNER SW1/4 SECTION 7-11N-R10W FOUND 1/2" IRON PIPE

SECTION LINE

10' WIDE COUNTY ROAD RIGHT OF WAY

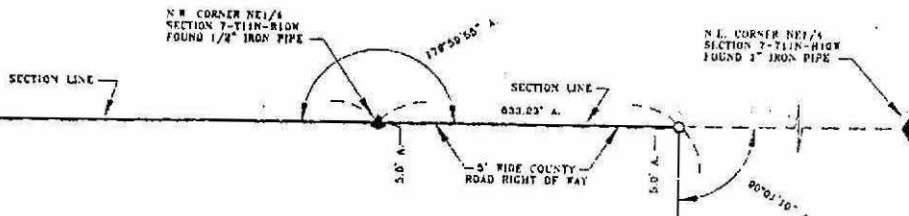
3,438.01' A.

PLACED IN NAIL IN ASPH. PAVEMENT

N.W. CORNER SW1/4 SECTION 7-11N-R10W FOUND 1/2" IRON PIPE



200204919



LEGAL DESCRIPTION

A tract of land comprising all of the Northwest Quarter (NW1/4), part of the Northeast Quarter (NE1/4), part of the Southeast Quarter (SE1/4), and a part of the Southwest Quarter (SW1/4), all being in Section Seven (7), Township Eleven (11) North, Range Ten (10) East of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Two and Thirty Four Hundredths (2,602.24) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting left 00°20'05\"

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. 15427

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

3,435.31' A.

89°-53' A.

TRACT NO. 23B

| | |
|---|--|
| ALL OF THE NW1/4, PART OF THE NE1/4, PART OF THE SE1/4 AND PART OF THE SW1/4 SECTION 7-T11N-R10W HALL COUNTY, NEBRASKA | CAP23B 21-02-1004 P.J.G. L.V. |
| LAND SURVEY | |
| BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 369 - PHONE 382-8446 - AREA CODE 402 - GRAND ISLAND, NEBRASKA 68802-0369 | |

Report Outgrant Log

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | |
|-----------------|------------------|-----------------------|---|---------------------|---------------|-------------|---------------------|
| TYPE INSTRUMENT | CONTRACT NUMBER | GRANTEE | PURPOSE CATEGORY ACRES | TERM FROM TO | RENTAL AMOUNT | RENTAL FREQ | ACTION REC'D YES NO |
| LEASE | DACA45-1-01-6020 | BANZHAF RYAN P | STORAGE BLDG C-7-11, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$237.50 | ANNUALLY | |
| LEASE | DACA45-1-98-6065 | BARGE WILLIAM H | STORAGE BLDG C-7-7, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$420.00 | ANNUALLY | |
| LEASE | DACA45-1-01-6013 | BELL RICHARD L + WEST | STORAGE BLDG C-6-14, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$240.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6082 | BOYSEN ARTHUR E 'GEN | STORAGE BLDGS C-7-10, R-8-1 + R-6-4 CON 0.001 | 01-May-97 30-Apr-02 | \$1,131.00 | ANNUALLY | |
| LEASE | DACA45-1-98-6062 | BUSHHOUSEN TERRY + J | STORAGE BLDG C-5-6, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$400.00 | ANNUALLY | |
| LEASE | DACA45-1-96-6083 | CARLSON JAMES H | STORAGE BLDG C-6-10, 1590 SQFT 0.001 | 01-May-96 30-Apr-02 | \$425.00 | ANNUALLY | |
| LEASE | DACA45-1-98-6064 | CARLSON JAMES H | STORAGE BLDG C-7-6, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$405.00 | ANNUALLY | |

A PART OF QUITCLAIM DEED
 EXHIBIT "B" ATTACHED TO AND MADE

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | | |
|------------|------------------|----------------------|--|---------------------|----------|----------|--------|-------|
| TYPE | CONTRACT | | PURPOSE CATEGORY | TERM | RENTAL | RENTAL | ACTION | RECMD |
| INSTRUMENT | NUMBER | GRANTEE | ACRES | FROM TO | AMOUNT | FREQ | YES | NO |
| LEASE | DACA45-1-99-6146 | DIBBERN JOED | STORAGE BLDG C-1-13, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | | |
| LEASE | DACA45-1-99-6016 | DONAHEY JERALD R + R | STORAGE BLDG C-2-2, 1590 SQFT 0.001 | 01-Nov-98 30-Apr-02 | \$250.00 | ANNUALLY | | |
| LEASE | DACA45-1-98-6082 | DRAMSE JIM | STORAGE BLDG C-5-1, 1590 SQ FT 0.001 | 01-Aug-98 30-Apr-03 | \$400.00 | ANNUALLY | | |
| LEASE | DACA45-1-99-6100 | EMERY GREG | STORAGE BLDG C-5-9, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | | |
| LEASE | DACA45-1-98-6061 | ENCK DONALD C | STORAGE BLDG C-4-2, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$450.00 | ANNUALLY | | |
| LEASE | DACA45-1-00-6073 | FIERSTEIN LONNIE D | STORAGE BLDG C-6-12, 1590 SQFT 0.001 | 01-May-00 30-Apr-02 | \$475.00 | ANNUALLY | | |
| LEASE | DACA45-1-01-6015 | FITCH GARY A CPA | STORAGE BLDG C-7-14, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$237.50 | ANNUALLY | | |
| LEASE | DACA45-1-00-6069 | FREW RICHARD K | STORAGE BLDG C-7-12, 1590 SQFT 0.001 | 01-May-00 30-Apr-02 | \$500.00 | ANNUALLY | | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | | |
|-----------------|------------------|-----------------------|--------------------------------------|----------|---------------------|---------------|-------------|---------------------|
| TYPE INSTRUMENT | CONTRACT NUMBER | GRANTEE | PURPOSE | CATEGORY | TERM FROM TO | RENTAL AMOUNT | RENTAL FREQ | ACTION RECMD YES NO |
| LEASE | DACA45-1-99-6087 | GEREN PAT | STORAGE | | 01-May-99 30-Apr-02 | \$525.00 | ANNUALLY | |
| | | | BLDG C-1-7, 1590 SQFT 0.001 | | | | | |
| LEASE | DACA45-1-99-6134 | GRAF GORDON D | STORAGE | | 01-May-99 30-Apr-02 | \$490.00 | ANNUALLY | |
| | | | BLDG C-6-6, 1590 SQFT 0.001 | | | | | |
| LEASE | DACA45-1-99-6023 | GRAF GORDON D + SISCO | STORAGE | | 01-Nov-98 30-Apr-02 | \$230.50 | ANNUALLY | |
| | | | BLDG C-4-5, 1590 SQFT 0.001 | | | | | |
| LICENSE | DACA45-3-95-6007 | GRAND ISLAND CITY | STORAGE | | 05-Dec-99 30-Apr-02 | \$0.00 | | |
| | | | BLDG C-1-11, 1590 SQFT 0.001 | | | | | |
| LEASE | DACA45-1-96-6104 | HALL JAMES | STORAGE | | 01-Jun-96 30-Apr-01 | \$300.00 | ANNUALLY | |
| | | | BLDG #C-6-3 1590 SQUARE FEE 0.001 | | | | | |
| LEASE | DACA45-1-99-6104 | HERMAN ROBERT P SR | STORAGE | | 01-May-99 30-Apr-02 | \$500.00 | ANNUALLY | |
| | | | BLDG C-6-2, 1590 SQFT 0.001 | | | | | |
| LEASE | DACA45-1-00-6007 | HERMANSEN LANCE | STORAGE | | 01-Nov-99 30-Apr-02 | \$240.00 | ANNUALLY | |
| | | | BLDG C-3-14, 1590 SQFT 0.001 | | | | | |
| LEASE | DACA45-1-99-6138 | HERMANSEN LANCE | STORAGE | | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | |
| | | | BLDG C-4-13, 1590 SQFT 0.001 | | | | | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | |
|-----------------|------------------|----------------------|--|---------------------|---------------|-------------|---------------------|
| TYPE INSTRUMENT | CONTRACT NUMBER | GRANTEE | PURPOSE CATEGORY ACRES | TERM FROM TO | RENTAL AMOUNT | RENTAL FREQ | ACTION RECND YES NO |
| LEASE | DACA45-1-98-6057 | HEWITT GEORGE | STORAGE BLDG C-2-4, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$450.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6015 | HILGENKAMP ARLEN G | STORAGE BLDG C-6-8, 1590 SQFT 0.001 | 01-Nov-96 30-Apr-02 | \$200.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6076 | HOUSE OF LIGHTS INC | STORAGE BLDG C-1-2, 1590 SQ FT 0.001 | 01-May-97 30-Apr-02 | \$405.00 | ANNUALLY | |
| LEASE | DACA45-1-98-6063 | HUBBARD EARL | STORAGE BLDG C-7-3, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$406.16 | ANNUALLY | |
| LEASE | DACA45-1-01-6014 | IGNOWSKI MERLIN DBA | STORAGE BLDG C-7-13, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$237.50 | ANNUALLY | |
| LEASE | DACA45-1-99-6088 | INSURANCE + PERSONNE | STORAGE BLDG C-1-9, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$525.00 | ANNUALLY | |
| LEASE | DACA45-1-01-6016 | JARES DARIN | STORAGE BLDG C-1-14, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$237.50 | ANNUALLY | |
| LEASE | DACA45-1-99-6103 | KEMERLING DONALD | STORAGE BLDG C-5-14, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | TERM | RENTAL | RENTAL | ACTION RECMD | | |
|------------|------------------|--------------------|---------------------------|----------|-----------|-----------|----------|--------------|-----|----|
| TYPE | CONTRACT | GRANTEE | PURPOSE | CATEGORY | FROM | TO | AMOUNT | FREQ | YES | NO |
| INSTRUMENT | NUMBER | | ACRES | | | | | | | |
| LEASE | DACA45-1-96-6078 | KEMMET GARY AND LY | STORAGE | | 01-May-96 | 30-Apr-02 | \$440.00 | ANNUALLY | | |
| | | | BLDG C-3-1, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-97-6034 | KLIMEK LARRY | STORAGE | | 16-Dec-96 | 30-Apr-02 | \$200.00 | ANNUALLY | | |
| | | | BLDG C-7-9, 1560 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-99-6090 | KLINGMAN BRADLEY H | STORAGE | | 01-May-99 | 30-Apr-02 | \$481.00 | ANNUALLY | | |
| | | | BLDG C-2-8, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-00-6006 | KNEHANS KEN A | STORAGE | | 01-Nov-99 | 30-Apr-02 | \$237.50 | ANNUALLY | | |
| | | | BLDG C-2-13, 1590 SF | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-01-6022 | KNIESTEADT DOUGLAS | STORAGE | | 01-Nov-00 | 30-Apr-02 | \$237.50 | ANNUALLY | | |
| | | | BLDG C-6-11, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-96-6080 | KONEN BERNARD R | STORAGE | | 01-May-96 | 30-Apr-02 | \$431.00 | ANNUALLY | | |
| | | | BLDG C-3-4, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-98-6089 | LAMBRECHT LANCE | STORAGE | | 01-Aug-98 | 30-Apr-03 | \$400.00 | ANNUALLY | | |
| | | | BLDG C-6-5, 1590 SQ FT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-98-6060 | LANTZER STACEY | STORAGE | | 01-Aug-98 | 30-Apr-03 | \$400.00 | ANNUALLY | | |
| | | | BLDG C-7-2, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | |
|-----------------|------------------|----------------------|--|---------------------|---------------|-------------|---------------------|
| TYPE INSTRUMENT | CONTRACT NUMBER | GRANTEE | PURPOSE CATEGORY ACRES | TERM FROM TO | RENTAL AMOUNT | RENTAL FREQ | ACTION REC'D YES NO |
| LEASE | DACA45-1-96-6115 | LINDELL TIMOTHY | STORAGE BLDG C-1-15, 1590 SQFT 0.001 | 16-Jun-96 30-Apr-02 | \$400.00 | ANNUALLY | |
| LEASE | DACA45-1-96-6064 | LINDENSTEIN KEVIN D | STORAGE BLD C-7-5, 1590 SQFT 0.001 | 01-May-96 30-Apr-02 | \$400.00 | ANNUALLY | |
| LEASE | DACA45-1-96-6079 | LOARIS GEORGE + HANE | STORAGE BLDG C-3-2, 1590 SQFT 0.001 | 01-May-96 30-Apr-02 | \$420.00 | ANNUALLY | |
| LEASE | DACA45-1-99-6019 | MALMBERG JUSTIN | STORAGE BLDG C-3-3, 1590 SQFT 0.001 | 01-Nov-98 30-Apr-02 | \$237.50 | ANNUALLY | |
| LEASE | DACA45-1-99-6135 | MANOLIDIS STEVEN A | STORAGE BLDG C-4-10, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$555.00 | ANNUALLY | |
| LEASE | DACA45-1-96-6077 | MARKWORTH DOUGLAS | STORAGE BLDG C-1-10, 1590 SQFT 0.001 | 01-May-96 30-Apr-02 | \$400.00 | ANNUALLY | |
| LEASE | DACA45-1-01-6012 | MARTIN TRACY | STORAGE BLDG C-4-3, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$237.50 | ANNUALLY | |
| LEASE | DACA45-1-99-6098 | MATHEWS WARREN D D | STORAGE BLDG C-5-7, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | |
|-----------------|------------------|-------------------------|---|---------------------|---------------|-------------|---------------------|
| TYPE INSTRUMENT | CONTRACT NUMBER | GRANTEE | PURPOSE CATEGORY ACRES | TERM FROM TO | RENTAL AMOUNT | RENTAL FREQ | ACTION REC'D YES NO |
| LEASE | DACA45-1-01-6002 | MCMASTER BOB | STORAGE BLDG C-5-2, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$255.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6081 | MEHL GARY R | STORAGE BLDG C-7-8, 1590 SQ FT 0.001 | 01-May-97 30-Apr-02 | \$400.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6030 | MIDWEST SHEET METAL | STORAGE BLDG C-3-11, 1590 SQFT 0.001 | 01-Dec-96 30-Apr-02 | \$200.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6078 | MIDWEST SHEET METAL | STORAGE BLDG C-3-13, 1590 SQ FT 0.001 | 01-May-97 30-Apr-02 | \$440.00 | ANNUALLY | |
| LEASE | DACA45-1-96-6075 | MILES RONALD C | STORAGE BLDG C-1-5, 1590 SQFT 0.001 | 01-May-96 30-Apr-02 | \$450.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6079 | MITTEIS LESLIE + MITTEI | STORAGE BLDG C-4-7, 1590 SQ FT 0.001 | 01-May-97 30-Apr-02 | \$400.00 | ANNUALLY | |
| LEASE | DACA45-1-99-6145 | MUIR ROCKNEY | STORAGE BLDG C-1-3, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | |
| LEASE | DACA45-1-00-6071 | MURRAY'S ANIMAL WOR | STORAGE BLDG C-4-12, 1590 SQFT 0.001 | 01-May-00 30-Apr-02 | \$525.00 | ANNUALLY | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | | |
|------------|------------------|------------------------|--|---------------------|----------|----------|--------|-------|
| TYPE | CONTRACT | GRANTEE | PURPOSE CATEGORY | TERM | RENTAL | RENTAL | ACTION | RECMD |
| INSTRUMENT | NUMBER | | ACRES | FROM TO | AMOUNT | FREQ | YES | NO |
| LEASE | DACA45-1-01-6018 | NEBRASKA STATE OF - A | STORAGE BLDG C-5-12, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$237.50 | ANNUALLY | | |
| LEASE | DACA45-1-01-6004 | NELSON NED + LAURA | STORAGE BLDG C-6-13, 1590 SQFT 0.001 | 01-Nov-00 30-Apr-02 | \$239.50 | ANNUALLY | | |
| LEASE | DACA45-1-99-6132 | OLSON RICK | STORAGE BLDG C-2-12, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | | |
| LEASE | DACA45-1-99-6031 | OPP ERHARD J | STORAGE BLDG C-3-7, 1590 SQFT 0.001 | 01-Nov-98 30-Apr-02 | \$225.00 | ANNUALLY | | |
| LEASE | DACA45-1-99-6099 | PFEIFER CHARLES F + PF | STORAGE BLDG C-5-8, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$500.00 | ANNUALLY | | |
| LEASE | DACA45-1-99-6094 | POELS LAMBERT J DBA L | STORAGE BLDG C-4-8, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$480.00 | ANNUALLY | | |
| LEASE | DACA45-1-01-6090 | RADKE ROBERT J | STORAGE BLDG C-3-9, 1590 SQFT 0.001 | 01-May-01 30-Apr-02 | \$475.00 | ANNUALLY | | |
| LEASE | DACA45-1-00-6017 | RAPIEN RANDY | STORAGE BLDG C-2-10, 1590 SQFT 0.001 | 01-Nov-99 30-Apr-02 | \$237.50 | ANNUALLY | | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | |
|-----------------|------------------|---------------------|--|---------------------|---------------|-------------|---------------------|
| TYPE INSTRUMENT | CONTRACT NUMBER | GRANTEE | PURPOSE CATEGORY ACRES | TERM FROM TO | RENTAL AMOUNT | RENTAL FREQ | ACTION REC'D YES NO |
| LEASE | DACA45-1-99-6033 | RICHARDS JACK S | STORAGE BLDG C-3-5, 1590 SQFT 0.001 | 01-Nov-98 30-Apr-02 | \$225.00 | ANNUALLY | |
| LEASE | DACA45-1-99-6101 | ROSSO ROBERT E | STORAGE BLDG C-5-10, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$507.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6027 | ROWE THOMAS G | STORAGE BLDG C-2-9, 1590 SQFT 0.001 | 01-Nov-96 30-Apr-02 | \$200.00 | ANNUALLY | |
| LEASE | DACA45-1-99-6021 | RUZICKA DON | STORAGE BLDG C-4-1, 1590 SQFT 0.001 | 01-Nov-98 30-Apr-02 | \$230.50 | ANNUALLY | |
| LEASE | DACA45-1-96-6072 | SCHIERLING RONALD L | STORAGE BLDG C-2-11, 1590 SQFT 0.001 | 01-May-96 30-Apr-02 | \$435.00 | ANNUALLY | |
| LEASE | DACA45-1-97-6013 | SCHIERLING RONALD L | STORAGE BLDG C-2-6, 1590 SQFT 0.001 | 01-Nov-96 30-Apr-02 | \$205.00 | ANNUALLY | |
| LEASE | DACA45-1-98-6080 | SCHIERLING RONALD L | STORAGE BLDG C-1-1, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$400.00 | ANNUALLY | |
| LEASE | DACA45-1-99-6147 | SCHMIDT ALAN J | STORAGE BLDG C-6-4, 1590 SQFT 0.001 | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | TERM | RENTAL | RENTAL | ACTION RECMD | |
|------------|------------------|----------------------|---------------------------|--|---------------------|----------|----------|--------------|----|
| TYPE | CONTRACT | | PURPOSE CATEGORY | | FROM TO | AMOUNT | FREQ | YES | NO |
| INSTRUMENT | NUMBER | GRANTEE | ACRES | | | | | | |
| LEASE | DACA45-1-99-6089 | SCHNEBERGER EUGENE | STORAGE | | 01-May-99 30-Apr-02 | \$500.00 | ANNUALLY | | |
| | | | BLDG C-1-12, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |
| LEASE | DACA45-1-99-6102 | SEARS GARY DEAN | STORAGE | | 01-May-99 30-Apr-02 | \$501.00 | ANNUALLY | | |
| | | | BLDG C-5-11, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |
| LEASE | DACA45-1-99-6020 | SNYDER RICHARD | STORAGE | | 01-Nov-98 30-Apr-02 | \$240.00 | ANNUALLY | | |
| | | | BLDG C-3-6, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |
| LEASE | DACA45-1-97-6012 | STEELE DON L | STORAGE | | 01-Nov-96 30-Apr-02 | \$213.50 | ANNUALLY | | |
| | | | BLDG C-3-10, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |
| LEASE | DACA45-1-99-6097 | SVOBODA GORDON | STORAGE | | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | | |
| | | | BLDG C-5-5, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |
| LEASE | DACA45-1-96-6076 | TAGEL JOHN L | STORAGE | | 01-May-96 30-Apr-02 | \$400.00 | ANNUALLY | | |
| | | | BLDG C-1-6, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |
| LEASE | DACA45-1-99-6106 | TELEPHONE SYSTEMS OF | STORAGE | | 01-May-99 30-Apr-02 | \$475.00 | ANNUALLY | | |
| | | | BLDG C-6-9, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |
| LEASE | DACA45-1-01-6003 | THOMPSON ALLEN H | STORAGE | | 01-Nov-00 30-Apr-02 | \$300.00 | ANNUALLY | | |
| | | | BLDG C-5-3, 1590 SQFT | | | | | | |
| | | | 0.001 | | | | | | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | TERM | RENTAL | RENTAL | ACTION | RECMD | |
|------------|------------------|----------------------|----------------------------------|----------|-----------|-----------|------------|----------|-------|----|
| TYPE | CONTRACT | GRANTEE | PURPOSE | CATEGORY | FROM | TO | AMOUNT | FREQ | YES | NO |
| INSTRUMENT | NUMBER | | ACRES | | | | | | | |
| LEASE | DACA45-1-97-6016 | TWISTMEYER + ASSOCI | STORAGE | | 01-Nov-96 | 30-Apr-02 | \$200.50 | ANNUALLY | | |
| | | | BLDG C-7-4, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-99-6133 | TYSON MIKE L | STORAGE | | 01-May-99 | 30-Apr-02 | \$475.00 | ANNUALLY | | |
| | | | BLDG C-2-14, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-96-6081 | UHRICH HOWARD | STORAGE | | 01-May-96 | 30-Apr-01 | \$1,310.00 | ANNUALLY | | |
| | | | BLD C-3-12, 1,590 SF & 1L-1N3, 1 | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-99-6086 | VETICK FRANK D | STORAGE | | 01-May-99 | 30-Apr-02 | \$515.00 | ANNUALLY | | |
| | | | BLDG C-1-4, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-99-6095 | VOLLMER HAROLD + TH | STORAGE | | 01-May-99 | 30-Apr-02 | \$480.00 | ANNUALLY | | |
| | | | BLDG C-4-9, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-99-6017 | WALFORD TED + VIVIAN | STORAGE | | 01-Nov-98 | 30-Apr-02 | \$466.67 | ANNUALLY | | |
| | | | BLDGS C-2-3 + C-4-6, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-99-6092 | WEATHERPROOFING INC | STORAGE | | 01-May-99 | 30-Apr-02 | \$553.00 | ANNUALLY | | |
| | | | BLDG C-3-15, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |
| LEASE | DACA45-1-01-6001 | WILLIAMS DON | STORAGE | | 01-Nov-00 | 30-Apr-02 | \$325.00 | ANNUALLY | | |
| | | | BLDG C-1-8, 1590 SQFT | | | | | | | |
| | | | 0.001 | | | | | | | |

200204919

| PROGRAM | ARAA | CAAP | CORNHUSKER ARMY AMM PLANT | | | | | |
|-----------------|------------------|--------------------|--|---------------------|---------------|-------------|------------------------|--|
| TYPE INSTRUMENT | CONTRACT NUMBER | GRANTEE | PURPOSE CATEGORY ACRES | TERM FROM TO | RENTAL AMOUNT | RENTAL FREQ | ACTION RECMD YES NO | |
| LEASE | DACA45-1-98-6059 | ZIMMERMAN HAROLD G | STORAGE BLDG C-2-7, 1590 SQFT 0.001 | 01-Aug-98 30-Apr-03 | \$475.00 | ANNUALLY | | |
| LEASE | DACA45-1-98-6058 | ZORN GREGORY S | STORAGE BLDG C-2-1, 1590 SQ FT 0.001 | 01-Aug-98 30-Apr-03 | \$410.00 | ANNUALLY | | |

200204919

| Notification of Hazardous Substance Storage, Release, and Disposal | | | | |
|---|--|---|---|--|
| Building and Parcel Description | Name of Hazardous Substance(s) | Stored Released/Disposed | Date of Storage, Release, Disposal | Remedial Action |
| Northern Tier - | | | | |
| North Magazine Area - Tract 23 and 102 magazines C-1-1 through C-7-15. | 1,000 pound bomb, 2,000 pound bomb, 90 pound bomb, 220 pound bomb, 260 pound fragmentation bomb and 105 MM | Stored | World War II 1942 to 1950 | No remediation is required. Record of Decision (ROD) Operable Unit Two (OU2) - No Further Remedial Action |
| | 3.5" Rockets, 4.5" Rockets, A2 fuzes and 155MM Shells. | Stored | Korea War 1951 to 1957 | |
| | 500 pound bomb, 1,000 pound bomb, 500 MK82 Bomb, 8" Projectile M106 and 750 M117 bomb and 8" M106 Projectile. | Stored | Vietnam War to end Jan 1966 to Dec 1974 | |
| Magazine building C-1-4, C-1-10, C-3-1, C-3-4, C-3-8, C-3-10, C-4-9, C-4-12 and C-5-5 | Soil samples in 1991 detected lead (Pb) in magazines C-3-4, C-3-10, C-4-12 and C-5-5 was found to be (18.8 - 1,500 ug/g). Magazine C-3-4 concentration of Pb was 1,500 ug/g which exceeds Industrial RBC of 1,000 ug/g. | Released | 1991 EA Soil Sampling | Final Document of the Remedial Investigation Report dated November 1996 state that the screening results appear to overestimate the actual contamination throughout the years of sampling at the North Magazine Area. Based on the low concentrations of Pb and Cd detected in confirmation soil samples collected during 1993 and 1995, the North Magazine Area is not considered a major source of contamination at CHAAP. |
| | Biased sampling in 1993 SCD detected lead (Pb) in magazines C-1-4, C-1-10, C-3-8 and C-4-9 exceeded the USEPA Residential screening level of 400 ug/g. The concentration (2,113 ug/g) of Pb detected from Magazine C-1-4 exceeds the USEPA Industrial screening level of 1,000 ug/g. | Released | 1993 SCD Soil Sampling Results (Biased sampling, grid sampling and confirmation sampling) | Record of Decision (ROD) Operable Unit Two (OU2) - No Further Remedial Action |
| | Grid sampling found that Cadmium concentrations of (40 - 64 ug/g) exceeded Residential RBC in magazine C-3-8 but below the Industrial RBC. Lead concentrations from magazine C-4-9 and C-4-12 now fall below the USEPA Residential screening level of 400 ug/g. Lead concentrations at C-3-4 (817 ug/g) and C-3-8 (887 ug/g) exceed USEPA Residential screening of 400 ug/g but below Industrial screening level of 1,000 ug/g. Magazines C-1-10 (1,079 ug/g) and C-1-4 (1,304 ug/g) exceed lead concentrations for USEPA Industrial screening level of 1,000 ug/g. | Released | | |
| | Confirmation sampling indicated Zn (119 ug/g) at Magazine C-3-1 was below Industrial and Residential RBCs. Lead concentrations in Magazine C-3-4 was found to have a lower concentrations of 7.89 ug/g then the previous sampling. Inorganic As (6.82 ug/g) was found to exceed the Industrial RBC in Magazine C-3-4. | Released | | |
| | Final sampling was completed in 1995 with results indicating that at Magazine C-3-8 Cadmium (Cd) was not detected above the certified reporting limit (CRL of .515 ug/g). All other inorganic analytes were detected below the upper limit of background in the surface and subsurface soil samples. | Released | 1995 RI Soil Sample Results | |
| Determined and Prepared by: Ms. Jo Short | Title: Realty Specialist | Site: Cornhusker Army Ammunition Plant | Location: Grand Island, NE 68803 | EXHIBIT "C" |

EXHIBIT "C" ATTACHED TO AND MADE
A PART OF QUITCLAIM DEED

Entered As Instrument No
0200704683

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2007 JUN 7 AM 11 28

Kelly Beach
REG OF DEEDS

CASH _____

CHECK 5017.25

REFUNDS:

CASH _____

CHECK _____

| |
|------------------------------|
| NEBRASKA DOCUMENTARY |
| STAMP TAX |
| Date <u>6-29-2007</u> |
| <u>5017.25</u> By: <u>JK</u> |

CORPORATION WARRANTY DEED

BIG B, INC., a corporation organized and existing under the laws of the State of Nebraska, GRANTOR, in consideration of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION received from GRANTEE, HERITAGE DISPOSAL AND STORAGE, L.L.C., a Nebraska limited liability company, conveys to GRANTEE the following described real estate (as defined in *NEB. REV. STAT.* Section 76-201) situated in Hall County, Nebraska:

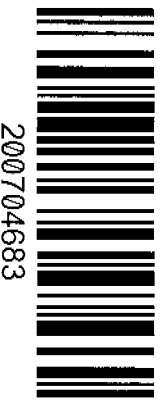
A tract of land comprising all of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), part of the Southwest Quarter (SW $\frac{1}{4}$), and a part of the Northwest Quarter (NW $\frac{1}{4}$), all being in Section Twelve (12), Township Eleven (11) North, Range Eleven (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 (NE $\frac{1}{4}$); thence running southerly along and upon the east line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the northeast corner of said Southeast Quarter (SE $\frac{1}{4}$); thence deflecting left 00°05'12" and running southerly, along and upon the east line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of Five Hundred Ninety Two and Fifty One Hundredths (592.51) feet; thence deflecting right 89°55'48" and running westerly, a distance of Three Thousand Two Hundred Eighteen and Ninety Seven Hundredths (3,218.97) feet; thence deflecting right 90°04'47" and running northerly, a distance of Three Thousand Two Hundred Sixty Eight and Eighty Five Hundredths (3,268.85) feet to a point on the north line of said Northwest Quarter (NW $\frac{1}{4}$); thence deflecting right 90°19'10" and running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Five Hundred Eighty Eight and Ninety Six Hundredths (588.96) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting right 00°00'00" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Thirty Three and Fifty Four Hundredths (2,633.54) feet to the point of beginning, and

A tract of land comprising all of the Northwest Quarter (NW $\frac{1}{4}$), part of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), and a part of the Southwest Quarter (SW $\frac{1}{4}$), all being in Section Seven (7), 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 northwest corner of said Northwest Quarter (NW $\frac{1}{4}$); thence running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Two Thousand Six Hundred Two and Thirty Four Hundredths (2,602.34) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting left 00°00'05" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Eight Hundred Thirty Three and Twenty Three Hundredths (833.23) feet; thence deflecting right 90°01'10" and running southerly, a distance of Three Thousand Two Hundred Fifty Two and Eighty Eight Hundredths (3,252.88) feet; thence deflecting right 89°58'35" and running westerly, a distance of Three Thousand Four Hundred Thirty Eight and Thirty One Hundredths (3,438.31) feet to a point on the west line of said Southwest Quarter (SW $\frac{1}{4}$); thence deflecting right 90°00'00" and running northerly, along and upon the west line of said Southwest Quarter (SW $\frac{1}{4}$), a distance of Five Hundred Ninety Nine and Fifty One

ADVANTAGE TITLE SERVICES



STATE OF NEBRASKA)
COUNTY OF HALL) SS

2012 MAY 16 AM 10 21

Mitchell Clark
HALL CO. REGISTER OF DEEDS

CASH
CHECK 5078.50
FRUITS:
CASH
CHECK

NEBRASKA DOCUMENTARY
STAMP TAX
Date 5-16-12
\$ 5078.50 BY *DB*



201203898

ADVANTAGE TITLE SERVICES

Return to:
CUNNINGHAM, BLACKBURN, FRANCIS
BROCK & CUNNINGHAM
P.O. Box 2280
Grand Island, NE 68802

Warranty Deed

WARRANTY DEED

HERITAGE DISPOSAL AND STORAGE, LLC, A Nebraska Limited Liability Company, Grantor, in consideration of ^{16.00}-----TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION----- receipt of which is hereby acknowledged, conveys to ERNEST J. THAYER and JANICE M. THAYER, Husband and Wife, as Joint Tenants, Grantee, the following described real estate (as defined in Neb. Rev. Stat. Section 76-201) in Hall County, Nebraska:

A tract of land as more particularly described on Exhibit A attached hereto incorporated herein by reference.

It is mutually agreed by the Grantor and Grantee that the following restrictions, conditions and covenants shall be binding upon the parties hereto and their respective Successors, Grantees, Lessees and Assigns:

The use of the real estate being conveyed and described in this deed will be limited and the storage of ammunition, explosives and fireworks for commercial reuse, destruction, safe keeping or preservation will be prohibited and deemed to be a violation of this restriction.

Any breach or threatened breach of the above and foregoing conditions, covenants or restrictions may be enjoined upon the application of the Grantor, its Successors or Assigns.

Grantor covenants with the Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

EXECUTED this 14 day of May, 2012.

HERITAGE DISPOSAL AND STORAGE, LLC,
GRANTOR

Bonnie Bilderback-Vess
BONNIE BILDERBACK-VESS,
PRESIDENT/MANAGING MEMBER

A tract of land comprising all of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), part of the Southwest Quarter (SW $\frac{1}{4}$), and a part of the Northwest Quarter (NW $\frac{1}{4}$), all being in Section Twelve (12), 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 (NE $\frac{1}{4}$); thence running southerly along and upon the east line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the northeast corner of said Southeast Quarter (SE $\frac{1}{4}$); thence deflecting left 00°05'12" and running southerly, along and upon the east line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of Five Hundred Ninety Two and Fifty One Hundredths (592.51) feet; thence deflecting right 89°55'48" and running westerly, a distance of Three Thousand Two Hundred Eighteen and Ninety Seven Hundredths (3,218.97) feet; thence deflecting right 90°04'47" and running northerly, a distance of Three Thousand Two Hundred Sixty Eight and Eighty Five Hundredths (3,268.85) feet to a point on the north line of said Northwest Quarter (NW $\frac{1}{4}$); thence deflecting right 90°19'10" and running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Five Hundred Eighty Eight and Ninety Six Hundredths (588.96) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting right 00°00'00" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Thirty Three and Fifty Four Hundredths (2,633.54) feet to the point of beginning, and

A tract of land comprising all of the Northwest Quarter (NW $\frac{1}{4}$), part of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), and a part of the Southwest Quarter (SW $\frac{1}{4}$), all being in Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

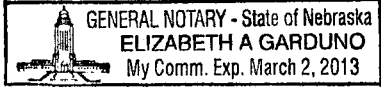
Beginning at the northwest corner of said Northwest Quarter (NW $\frac{1}{4}$); thence running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Two Thousand Six Hundred Two and Thirty Four Hundredths (2,602.34) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting left 00°00'05" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Eight Hundred Thirty Three and Twenty Three Hundredths (833.23) feet; thence deflecting right 90°01'10" and running southerly, a distance of Three Thousand Two Hundred Fifty Two and Eighty Eight Hundredths (3,252.88) feet; thence deflecting right 89°58'35" and running westerly, a distance of Three Thousand Four Hundred Thirty Eight and Thirty One Hundredths (3,438.31) feet to a point on the west line of said Southwest Quarter (SW $\frac{1}{4}$); thence deflecting right 90°00'00" and running northerly, along and upon the west line of said Southwest Quarter (SW $\frac{1}{4}$), a distance of Five Hundred Ninety Nine and Fifty One

Hundredths (599.51) feet to the southwest corner of said Northwest Quarter (NW $\frac{1}{4}$); thence deflecting right 00°05'12" and running northerly, along and upon the west line of said Northwest Quarter (NW $\frac{1}{4}$) a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the point of beginning.

201203898

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 14 day of May, 2012, by Bonnie Bilderback-Vess, President of Heritage Disposal and Storage, LLC, Grantor.



Elizabeth A Garduno
Notary Public

ENTERED AS INSTRUMENT NO
201405678

2200

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2014 SEP 9 PM 4:00

Mitchell Clark
HALL CO. REGISTER OF DEEDS

CASH _____
CHECK 22.00

REFUNDS: _____
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 9-9-14
\$ Exempt 17 by DS

DEATH CERTIFICATE COVER SHEET

Grantor (deceased): JANICE M. THAYER

Surviving Grantee(s): ERNEST J. THAYER

Legal Description of Property Transferred:

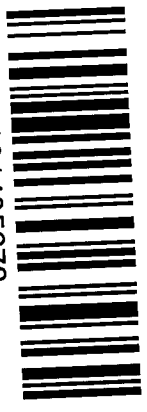
See attached Exhibit "A"

Previously recorded document number(s) relating to this property/ownership:

Half County Register Of Deeds
Instrument # 201203898

After filing please return document to:

Ernest J. Thayer
2307 Stagecoach Road
Grand Island, NE 68801



201405678

EXHIBIT "A"

A tract of land comprising all of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), part of the Southwest Quarter (SW $\frac{1}{4}$), and a part of the Northwest Quarter (NW $\frac{1}{4}$), all being in Section Twelve (12), 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 (NE $\frac{1}{4}$); thence running southerly along and upon the east line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the northeast corner of said Southeast Quarter (SE $\frac{1}{4}$); thence deflecting left 00°05'12" and running southerly, along and upon the east line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of Five Hundred Ninety Two and Fifty One Hundredths (592.51) feet; thence deflecting right 89°55'48" and running westerly, a distance of Three Thousand Two Hundred Eighteen and Ninety Seven Hundredths (3,218.97) feet; thence deflecting right 90°04'47" and running northerly, a distance of Three Thousand Two Hundred Sixty Eight and Eighty Five Hundredths (3,268.85) feet to a point on the north line of said Northwest Quarter (NW $\frac{1}{4}$); thence deflecting right 90°19'10" and running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Five Hundred Eighty Eight and Ninety Six Hundredths (588.96) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting right 00°00'00" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Thirty Three and Fifty Four Hundredths (2,633.54) feet to the point of beginning, and

A tract of land comprising all of the Northwest Quarter (NW $\frac{1}{4}$), part of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), and a part of the Southwest Quarter (SW $\frac{1}{4}$), all being in Section Seven (7), 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 northwest corner of said Northwest Quarter (NW $\frac{1}{4}$); thence running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Two Thousand Six Hundred Two and Thirty Four Hundredths (2,602.34) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting left 00°00'05" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Eight Hundred Thirty Three and Twenty Three Hundredths (833.23) feet; thence deflecting right 90°01'10" and running southerly, a distance of Three Thousand Two Hundred Fifty Two and Eighty Eight Hundredths (3,252.88) feet; thence deflecting right 89°58'35" and running westerly, a distance of Three Thousand Four Hundred Thirty Eight and Thirty One Hundredths (3,438.31) feet to a point on the west line of said Southwest Quarter (SW $\frac{1}{4}$); thence deflecting right 90°00'00" and running northerly, along and upon the west line of said Southwest Quarter (SW $\frac{1}{4}$), a distance of Five Hundred Ninety Nine and Fifty One

Hundredths (599.51) feet to the southwest corner of said Northwest Quarter (NW $\frac{1}{4}$); thence deflecting right 00°05'12" and running northerly, along and upon the west line of said Northwest Quarter (NW $\frac{1}{4}$) a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the point of beginning.

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, VITAL RECORDS OFFICE, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS:

DATE OF ISSUANCE

05/16/2014

LINCOLN, NEBRASKA

201405678

Stanley S. Cooper
 STANLEY S. COOPER
 ASSISTANT STATE REGISTRAR
 DEPARTMENT OF HEALTH AND
 HUMAN SERVICES

STATE OF NEBRASKA - DEPARTMENT OF HEALTH AND HUMAN SERVICES

14 02321

CERTIFICATE OF DEATH

| | | | | | | | |
|--|--|--|---|--|---|---|--|
| To be completed/verified by: FUNERAL DIRECTOR | 1. DECEDENT'S-NAME (First, Middle, Last, Suffix) Janice Marie Thayer | | 2. SEX Female | | 3. DATE OF DEATH (Mo., Day, Yr.) May 3, 2014 | | |
| | 4. CITY AND STATE OR TERRITORY, OR FOREIGN COUNTRY OF BIRTH Grand Island, Nebraska | | 5a. AGE - Last Birthday (Yrs.) 76 | 5b. UNDER 1 YEAR MOS. DAYS HOURS MINS. | 5c. UNDER 1 DAY | | |
| | 6. DATE OF BIRTH (Mo., Day, Yr.) June 18, 1937 | | 7. SOCIAL SECURITY NUMBER 506-44-1105 | | 8a. PLACE OF DEATH HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA OTHER <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Hospice Facility <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify) | | |
| | 8b. FACILITY-NAME (If not institution, give street and number) 2307 Stagecoach Road | | 8c. CITY OR TOWN OF DEATH (Include Zip Code) Grand Island 68801 | | 8d. COUNTY OF DEATH Hall | | |
| | 9a. RESIDENCE-STATE Nebraska | | 9b. COUNTY Hall | | 9c. CITY OR TOWN Grand Island | | |
| | 9d. STREET AND NUMBER 2307 Stagecoach Road | | 9e. APT. NO. | 9f. ZIP CODE 68801 | | 9g. INSIDE CITY LIMITS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| | 10a. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Unknown | | 10b. NAME OF SPOUSE (First, Middle, Last, Suffix) if wife, give maiden name Ernest James Thayer | | | | |
| | 11. FATHER'S-NAME (First, Middle, Last, Suffix) Alfred Larson | | | 12. MOTHER'S-NAME (First, Middle, Maiden Surname) Evelyn Andrews | | | |
| | 13. EVER IN U.S. ARMED FORCES? Give dates of service if Yes. (Yes, No, or Unk.) No | | 14a. INFORMANT-NAME Ernest James Thayer | | 14b. RELATIONSHIP TO DECEDENT Husband | | |
| | 15. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Donation <input type="checkbox"/> Cremation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal <input type="checkbox"/> Other (Specify) | | 16a. EMBALMER-SIGNATURE Laurie D. Sheffield | | 16b. LICENSE NO. 1397 | 16c. DATE (Mo., Day, Yr.) May 8, 2014 | |
| 16d. CEMETERY, CREMATORY OR OTHER LOCATION Grand Island City Cemetery | | CITY / TOWN Grand Island | | STATE Nebraska | | | |
| 17a. FUNERAL HOME NAME AND MAILING ADDRESS (Street, City or Town, State) All Faiths Funeral Home, 2929 S. Locust Street, Grand Island, Nebraska | | | | | 17b. Zip Code 68801 | | |
| CAUSE OF DEATH (See instructions and examples) | | | | | | | |
| 18. PART I. Enter the chain of events - diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. IMMEDIATE CAUSE: a) Adenocarcinoma Of Lung With Mets To Brain, Pleural Fluid, Bone And Pericardial Fluid DUE TO, OR AS A CONSEQUENCE OF: b) DUE TO, OR AS A CONSEQUENCE OF: c) DUE TO, OR AS A CONSEQUENCE OF: d) | | | | | APPROXIMATE INTERVAL onset to death 2 Years onset to death onset to death onset to death | | |
| 18. PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to the death but not resulting in the underlying cause given in PART I. Hypertension, Osteopenia, Kyphosis | | | | | 19. WAS MEDICAL EXAMINER OR CORONER CONTACTED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | |
| 20. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year | | 21a. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined | | 21b. IF TRANSPORTATION INJURY <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify) | 21c. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 21d. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 22a. DATE OF INJURY (Mo., Day, Yr.) | | 22b. TIME OF INJURY | 22c. PLACE OF INJURY-At home, farm, street, factory, office building, construction site, etc. (Specify) | | | | |
| 22d. INJURY AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO | | 22e. DESCRIBE HOW INJURY OCCURRED | | | | | |
| 22f. LOCATION OF INJURY - STREET & NUMBER, APT.NO. | | CITY/TOWN | | STATE | | ZIP CODE | |
| 23a. DATE OF DEATH (Mo., Day, Yr.) May 3, 2014 | | 23b. DATE SIGNED (Mo., Day, Yr.) May 13, 2014 | | 23c. TIME OF DEATH 11:51 PM | 24a. DATE SIGNED (Mo., Day, Yr.) | | |
| 23d. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) Kimberly A. Mickels, MD | | 24b. TIME OF DEATH | 24c. PRONOUNCED DEAD (Mo., Day, Yr.) | | 24d. TIME PRONOUNCED DEAD | | |
| 25. DID TOBACCO USE CONTRIBUTE TO THE DEATH? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PROBABLY <input type="checkbox"/> UNKNOWN | | 26a. HAS ORGAN OR TISSUE DONATION BEEN CONSIDERED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | 26b. WAS CONSENT GRANTED? Not Applicable if 26a is NO <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| 27. NAME, TITLE AND ADDRESS OF CERTIFIER (Type or Print) Kimberly A. Mickels, MD, 729 North Custer Avenue, Grand Island, Nebraska, 68803 | | | | | | | |
| 28a. REGISTRAR'S SIGNATURE <i>Stanley S. Cooper</i> | | | | | 28b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) May 13, 2014 | | |

To be completed by: CERTIFIER

To be completed by: MEDICAL CERTIFIER ONLY

To be completed by: CORONER'S PHYSICIAN or COUNTY ATTORNEY ONLY

EXHIBIT "A"

A tract of land comprising all of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), part of the Southwest Quarter (SW $\frac{1}{4}$), and a part of the Northwest Quarter (NW $\frac{1}{4}$), all being in Section Twelve (12), 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 (NE $\frac{1}{4}$); thence running southerly along and upon the east line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the northeast corner of said Southeast Quarter (SE $\frac{1}{4}$); thence deflecting left 00°05'12" and running southerly, along and upon the east line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of Five Hundred Ninety Two and Fifty One Hundredths (592.51) feet; thence deflecting right 89°55'48" and running westerly, a distance of Three Thousand Two Hundred Eighteen and Ninety Seven Hundredths (3,218.97) feet; thence deflecting right 90°04'47" and running northerly, a distance of Three Thousand Two Hundred Sixty Eight and Eighty Five Hundredths (3,268.85) feet to a point on the north line of said Northwest Quarter (NW $\frac{1}{4}$); thence deflecting right 90°19'10" and running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Five Hundred Eighty Eight and Ninety Six Hundredths (588.96) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting right 00°00'00" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Two Thousand Six Hundred Thirty Three and Fifty Four Hundredths (2,633.54) feet to the point of beginning, and

A tract of land comprising all of the Northwest Quarter (NW $\frac{1}{4}$), part of the Northeast Quarter (NE $\frac{1}{4}$), part of the Southeast Quarter (SE $\frac{1}{4}$), and a part of the Southwest Quarter (SW $\frac{1}{4}$), all being in Section Seven (7), 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 northwest corner of said Northwest Quarter (NW $\frac{1}{4}$); thence running easterly, along and upon the north line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Two Thousand Six Hundred Two and Thirty Four Hundredths (2,602.34) feet to the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting left 00°00'05" and running easterly, along and upon the north line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of Eight Hundred Thirty Three and Twenty Three Hundredths (833.23) feet; thence deflecting right 90°01'10" and running southerly, a distance of Three Thousand Two Hundred Fifty Two and Eighty Eight Hundredths (3,252.88) feet; thence deflecting right 89°58'35" and running westerly, a distance of Three Thousand Four Hundred Thirty Eight and Thirty One Hundredths (3,438.31) feet to a point on the west line of said Southwest Quarter (SW $\frac{1}{4}$); thence deflecting right 90°00'00" and running northerly, along and upon the west line of said Southwest Quarter (SW $\frac{1}{4}$), a distance of Five Hundred Ninety Nine and Fifty One

Hundredths (599.51) feet to the southwest corner of said Northwest Quarter (NW $\frac{1}{4}$); thence deflecting right 00°05'12" and running northerly, along and upon the west line of said Northwest Quarter (NW $\frac{1}{4}$) a distance of Two Thousand Six Hundred Fifty Three and Eight Tenths (2,653.80) feet to the point of beginning.