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G.I. ABSTRACT



200906907

Cornhusker Army Ammunition Plant (CHAAP)
Hall County, Nebraska
Parts of Acquisition Tracts Nos. 43 and 46
West Half of Land Management Tract No. 61

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 20th day of JULY 2009, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as "Grantor," acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing) (I&H) pursuant to a delegation of authority from the **SECRETARY OF THE ARMY**, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) (hereinafter "said Act") and the **Grand Island Area Economic Development Corporation, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal office located at The Downtown Center, 308 North Locust, Suite 400, Grand Island, Nebraska 68802-1151**, hereinafter referred to as "Grantee."

WITNESSETH:

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

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

WHEREAS, the Department of the Army has completed environmental restoration required, if any, with respect to the property conveyed herein; and

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

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

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

I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Four Hundred Sixty-Two Thousand and No/100 Dollars (\$462,000.00), the receipt of which is hereby acknowledged by Grantor; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all its right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

West Half of Tract 61 (LL #4)

A tract of land comprising a part of the Northeast Quarter (NE $\frac{1}{4}$), a part of the Northwest Quarter (NW $\frac{1}{4}$), a part of the Southwest Quarter (SW $\frac{1}{4}$), and a part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fourteen (14), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, all being in Hall County, Nebraska, and containing 219.985 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 and its assigns, a perpetual and assignable easement for the operation of the existing Government extraction well (Well House EW-2 located on Load Line 4) and associated extraction water lines (hereinafter "facilities") over, across, in and upon said Property at the location shown in Exhibit "A," connecting said facilities to the Government Pump and Treatment Plant located in Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, together with access to the facilities for operation, monitoring and/or maintenance purposes. The Grantee, its successors and assigns shall allow ingress and egress across said Property for the purpose of transporting any and all equipment necessary to accomplish the same.

RESERVING, however, to the Grantor, its successors and assigns, ownership and exclusive use of the existing monitoring wells (G0042, G0043, PZ005 and PZ006) located on the Property together with access across the Property for the purpose of monitoring and/or closing the said wells; provided however, Grantor agrees that it will permit the relocation of any or all existing monitoring wells at the reasonable request of and at the sole cost of the Grantee or its successors or assign to a location mutually acceptable to the Grantor and the party making the

request. A request is not reasonable if it is determined by the Grantor that the relocation(s) substantially interferes with the Grantor's ability to accurately collect all necessary environmental data. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

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

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

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

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

III. CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA) 42 U.S.C. Section 9620 (h)(3), the Grantor has made a complete search of its records concerning the Property subject to this Deed. Those records indicate that the hazardous substances, as defined by Section 101 (14) of CERCLA, shown on **Exhibit "B,"** attached hereto and made a part hereof, have been stored for one year or more (S), released (R), or disposed of (D) on the Property during the time the Property was owned by the Grantor. The Grantee should review the Final Environmental Baseline Survey No. 38-EH-8519-99 dated 9-20 November 1998 and the Finding of Suitability to Transfer (FOST) dated February 2009 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 shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the Property is transferred, or other non-Grantor entities, is identified as the party responsible for contamination of the Property.

d. 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, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner and any authorized occupant of the Property) to enter upon the herein described Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation, operation, and removal of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Grantor will provide the record title owner reasonable advance notice of such activities, responses, or remedial actions. This subparagraph shall not affect the Grantor's future responsibilities, if any, to conduct response actions or corrective actions that are required by applicable laws, rules, and regulations.

IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCLUSIONS, RESERVATIONS, COVENANTS AND RESTRICTIONS AFFECTING THE PROPERTY

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

a. Federal Facility Agreement

The Grantee acknowledges that Cornhusker Army Ammunition Plant has been identified as a National Priority List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army, effective September 1990, and a copy of any amendments thereto, have been provided the Grantee. The Grantee, its successors and assigns, agree that should any conflict arise between the terms of the FFA as they presently exist or as they may be later amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee, its successors and assigns, further agree that notwithstanding any other provisions of this Deed, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

b. Environmental Baseline Survey (EBS) and Finding of Suitability to Transfer (FOST)

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998 and the FOST for the Property dated February 2009 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. Land Use Restrictions

The Grantor has undertaken careful environmental study of the Property and concluded, to which the Grantee agrees, that the highest and best use of the Property is limited by its environmental condition to commercial/industrial/agricultural uses. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the Grantor, State of Nebraska and Grantee, the following covenants/restrictions/reservations are included in this deed to assure the use of the Property is consistent with environmental conditions of the Property. The following covenants/restrictions/reservations benefit both the lands retained by the Grantor and the general public welfare and are consistent with the State of Nebraska and Federal environmental statutes.

1. Commercial/Industrial/Agricultural Use Restrictions

(a) The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for commercial/industrial/agricultural purposes and not for residential purposes, the Property having been remediated only for commercial/industrial/ agricultural uses. Commercial, industrial and agricultural uses include, but are not limited to, administrative/office

space, manufacturing, warehousing, restaurants, hotels/motels and retail activities. Residential use includes, but is not limited to, housing, day care facilities, and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.

(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 U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency (EPA) and the Nebraska Department of Environmental Quality (NDEQ) and, if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of Nebraska, Hall County, as this deed, a Partial Release of Covenant. Grantee shall bear the cost of recording and reasonable administrative fees.

2. Enforcement

(a) The above covenants/restrictions/reservations shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and State of Nebraska. These covenants/restrictions/reservations are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

(b) The Grantee covenants for itself, its successors and assigns that it shall include and otherwise make legally binding the above land use covenants/restrictions/reservations in all subsequent leases and transfer or conveyance documents relating to the Property subject hereto. Notwithstanding this provision, failure to include these land use restrictions in subsequent conveyances does not abrogate the status of these covenants/restrictions/reservations as binding upon the parties, their successors and assigns.

(c) The Grantee, for itself, its successors and assigns, covenants that the Grantee or the then recorded owner of the Property will not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(d) Notwithstanding any other provision of this Deed; any agreement between the Grantee and the Grantor; the provisions of CERCLA, including CERCLA Section 120(h)(3), as amended, the Grantee on behalf of itself, its successors and assigns, covenants and agrees that the Grantee or the then record owner of the Property will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of the land use restrictions in Section IV.c.

3. Submissions

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

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|-----------------|---|
| (a) to Grantor: | U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-RE
1616 Capitol Avenue, Suite 9000
Omaha, NE 68102-4901 |
| (b) to EPA: | U.S. Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, KS 66101 |
| (c) to State: | Nebraska Department of Environmental Quality
P.O. Box 98922
Lincoln, NE 68509-8922 |

d. Notice of the Presence of Asbestos and Covenant

1. The Grantee is hereby informed and does acknowledge that asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

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. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM 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 or ACM hazards or concerns.

e. Endangered Species Act

The Grantee and its successors and assigns will use the Property in compliance with the Endangered Species Act. The U.S. Fish and Wildlife Service, U.S. Department of the Interior, shall enforce compliance with the Endangered Species Act against the Grantee, its successors and assigns.

f. Notice of Aboveground and Underground Storage Tanks

The Grantee is hereby informed and does acknowledge that Aboveground and Underground Storage Tanks that contained gasoline, diesel, and heating oil were formerly located on the premises from 1957 to 2005. All tanks were removed no later than 2005.

g. Notice of the Potential Presence of Munitions and Explosives of Concern (MEC)

1. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

2. The Property (specifically Load Line 4) was previously used as load, assemble and pack (LAP) facilities for the production of artillery shells, mines, bombs, and rockets. The following munitions responses were conducted.

(a) In 2005, a geophysical survey and anomaly investigation of Load Line 4 was conducted, as part of activities designed to certify the load line property safe for transfer. The purpose of these investigations was to locate potential buried MEC items at the load line. This work was performed in accordance with applicable regulations and in accordance with the Defense Department Explosive Safety Board (DDESB)-approved Explosive Safety Submission (ESS). The investigations were conducted at areas outside the building footprints. Following geophysical mapping of anomalies, intrusive investigation of the anomalies was conducted. At Load Line 4, a total of 3,393 anomalies were dug, the majority of which were buried metal objects related to farming or construction activities. Thirty-four munitions debris items consisting of 33 inert booster adapters and one inert nose fuse were found. No items considered to be MEC were found during this effort.

(b) Approximately 41,300 linear feet of underground water supply lines (this total is based on as-built drawings) were visually inspected and field screened for explosives at a limited number of locations. The locations chosen for inspection and screening were representative of the various branches of the water supply lines. With the exception of the northeast water main

feed line for Load Line 4, all the pipes inspected were constructed of metal. The northeast water main feed line was constructed of transite. Transite is a term for asbestos-containing cement. The pipe was not tested for asbestos content, but is assumed to contain asbestos. All field tests for explosives were negative and all water supply lines were left in place with the excavations backfilled.

(c) Approximately 7,940 linear feet of vitreous clay industrial and sanitary sewers were excavated and removed from the building footprints to the fenced boundaries of the load line. The sewer lines were removed up to a safe distance from the building footprints to preserve the structural integrity of the buildings, with approximately 1,800 linear feet of sewer line left in place to be removed later. At the fenced boundary the sewers were capped as they exited the load line.

(d) Along with the utilities that were known from the as-built drawings, previously unknown utilities that were discovered during geophysical investigation were inspected and field screened for explosives. One of these pipes is described as a buried culvert pipe insulated with asbestos. The insulation was sampled and analyzed and determined to contain 40% amosite asbestos. This pipe runs from the east perimeter fence to the location of former Building L-10 within Load Line 4. Through visual inspection and field screening, it was determined that the pipe did not contain any explosives residues and the line was left in place with the excavation backfilled.

(e) Limited soil screening was conducted beneath sewers, at an abandoned cesspool location, and beneath anomalies identified in the geophysical survey to confirm that the locations did not contain greater than 10% explosives. Results for nearly all samples were below the quantitation limit, that is, no detectable level of explosives was found. The highest value detected was 0.00066% RDX (6,600 $\mu\text{g}/\text{kg}$) in a single sample. Because these results were far below the value that is considered an explosive safety hazard (greater than 10% explosives is considered to be an explosive safety hazard), the soils beneath the sewer lines were left in place.

(f) During the July 2005 to 2006 time frame, work was performed to disassemble, decontaminate and demolish Load Line 4 buildings; remove concrete floor slabs; sample the soil under former concrete slab locations to confirm that the locations did not contain greater than 10% explosives; and to excavate and remove sanitary and industrial sewer lines that were close to building foundations, followed by limited soil screening for explosives at the greater than 10% level beneath former sewer locations. The highest concentration of explosives detected during soil screening beneath the former slabs was 580,000 $\mu\text{g}/\text{kg}$ 2,4,6-TNT or 0.058%. The highest concentration of explosives detected during soil screening beneath the former sewer locations was 340 $\mu\text{g}/\text{kg}$ 2,4,6-TNT.

(g) The goal of all of the above-identified actions from 2005 to 2006 was to obtain 5X certification for the load line areas in accordance with U.S. Army Pamphlet IOCP 385-1 *Classification and Remediation of Explosive Contamination*. The 5X designation indicates that

no significant amounts (defined as not enough to present an explosive safety hazard) of contamination remain. At the 5X level, the property does not pose an explosive safety hazard and is considered safe for sale to the general public.

(h) As a result of these efforts, the property within the boundary of Load Line 4 received 5X certification, except for the boiler house, which was demolished in 2005 and was excluded from the scope of work for MEC clearance efforts. In 2005, field testing in the boiler house indicated that there was no explosive contamination or residue present. Asbestos-containing materials were removed from the boiler house and the boiler house building was demolished that same year. Following demolition, the soil under the former boiler house location was field tested for the presence of explosives. No explosive contamination or residue was present in the soil. In 2005-2006, the buildings that remained at the load line were disassembled, demolished, and decontaminated. Following demolition of the buildings, the soil under the former building locations was tested to determine if the explosives content of the soil exceeded 10% (levels above this are considered explosive safety hazards). Any soil exceeding this level was remediated. A summary of MEC discovered on the Property is provided in **Exhibit "C,"** attached hereto and made a part hereof.

3. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

4. Easement and Access Rights.

(a) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(b) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's

successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(c) Neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns shall not interfere with any munitions response action conducted by the Grantor on the Property.

5. The Grantee acknowledges receipt of the Statement of MEC Removal, which includes the 5X certificates applicable to this Property. The Grantee also acknowledges that it has been provided access to complete Load Line 4 MEC removal reports, including the *2005 Geophysical Survey and Anomaly Investigation, Removal of Industrial and Sanitary Sewers, Testing of Water Supply Lines and Limited Soil Screening for Explosives in Load Lines 3 and 4, and 2007 Final Report, Disassembly, Decontamination and Demolition of Buildings and Installed Equipment Containing Explosives Residues at Load Line 4*, through the site repository located at 102 North 60th Road, Grand Island, NE.

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. Perpetual Easement No. DACA45-2-99-6157 granted to Hall County for road rights-of-way.
2. Perpetual Easement No. DACA45-2-00-6023 granted to Hall County for road rights-of-way.
3. Perpetual Easement No. DACA45-2-97-6024 granted to Southern Public Power District for overhead electric power lines.
4. Perpetual Easement No. DACA45-2-99-6070 granted to Northwestern Public Service Company for gas-line rights-of-way.

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

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

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

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

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

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 successors and assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. It is understood and agreed by Grantee, for itself and its successors and assigns, that except for warranties, responsibilities and agreements of Grantor specifically set forth herein, the Property is conveyed "*as is*" and "*where is*" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantor shall not be liable for any latent or patent defects in the Property. Grantee, for itself and its successors and assigns, acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor any agreement or promise to alter, improve, adapt or repair the Property.

b. The Grantee, its successors and assigns, shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property

without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license.

VII. AGREEMENTS, NOTICES, AND CONDITIONS

a. Anti-Deficiency Act Clause

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

b. Notice of Wetlands

This Property contains wetlands protected under state and Federal laws and regulations. Applicable laws and regulations restrict activities that involve draining wetlands or the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; the placement of site-development fills for recreational, industrial, commercial, residential, and other uses; the placement of causeways or road fills; and the construction of dams and dikes.

c. Groundwater Wells Notification

The Central Platte Natural Resources District (CPNRD) has agreed that landowners under their authority will not be allowed to place and operate groundwater wells at a high enough extraction volume that the groundwater treatment plant extraction wells would be adversely affected in their removal of contaminated groundwater from the plume area. The Army will provide information to the CPNRD that is useful or necessary to their decisions regarding well control.

VIII. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such notices, covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 2003) under which property transferred by the United States is exempted from such taxation.

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

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Director of Real Estate, this 2nd day of July 2009.

UNITED STATES OF AMERICA

By: [Signature]
SCOTT L. WHITEFORD
Director of Real Estate

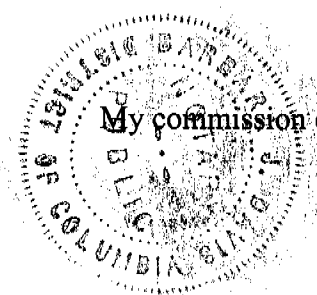
ACKNOWLEDGEMENT

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA: SS

I, Barbara T. Davis, a Notary Public in and for the District of Columbia, do hereby certify that this 2nd day of July, 2009, Scott L. Whiteford, Director of Real Estate, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

[Signature]
Notary Public



My commission expires the 31st day of June, 2011.

GRANTEE ACCEPTANCE

GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION,
GRANTEE, hereby accepts this Quitclaim Deed and the property described therein for itself, its
successors and assigns, subject to all of the notices, agreements, reservations, restrictions,
conditions, covenants, exceptions, and terms contained therein, this 2nd day of
June 2009.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

BY: Merlan Ferguson

TITLE: President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing Quitclaim Deed was acknowledged before me this 2nd day of
June 2009, by Merlan Ferguson, President of GIAGOC

Lorraine Denise McGovern
Notary Public



My commission expires: MAY 31 2011

- Exhibit A – Survey Drawing
- Exhibit B – Notice of Hazardous Materials
- Exhibit C – MEC Notice

200906907

N.E. CORNER NW1/4
SECTION 14-T11N-R11W
FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT

N.E. CORNER
SECTION 14-T11N-R11W
FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT

N.W. CORNER NW1/4
SECTION 14-T11N-R11W
FOUND U.S.B.L.M. BRASS CAP

FOUND CONC. NAIL
IN ASPH. PAVEMENT

CAAP TRACT NO. 31A

SCALE 1" = 300'

CAAP TRACT NO. 31B

DETAIL

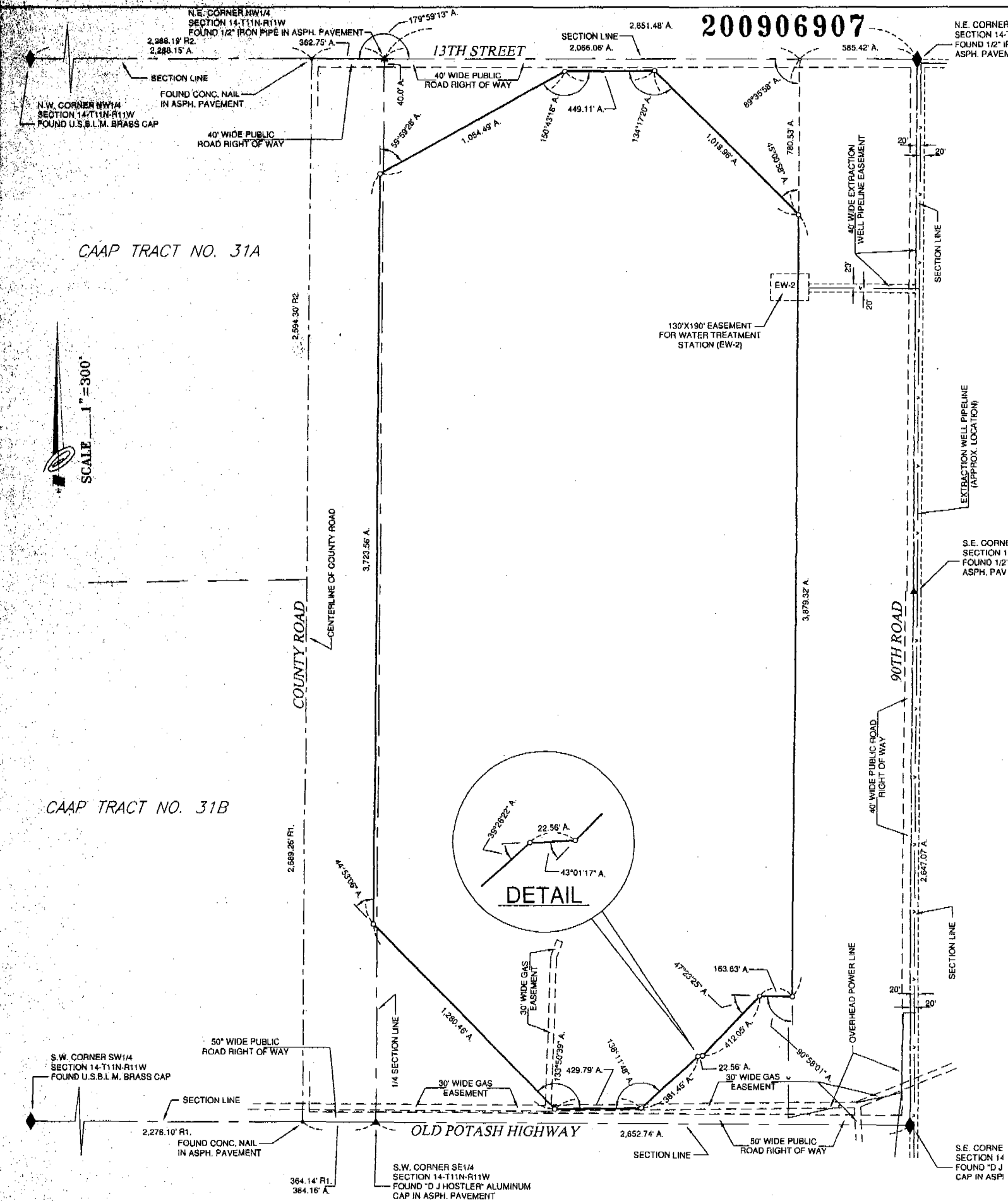
OLD POTASH HIGHWAY

CORNER TIES - SECTION 14-T11N-R11W

- N.E. CORNER NE1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT
51.71' N.E. TO 1/2" IRON PIPE
55.92' S.E. TO 1/2" IRON PIPE
65.58' S.W. TO NOTCH IN TOP WEST END OF ROADWAY R.C.P.
- N.E. CORNER NW1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT
40.00' N. TO 1/2" IRON PIPE
60.50' N.N.E. TO CHISELED "X" IN TOP OF METAL POST
35.43' N.E. TO NEAR-FACE OF EAST METAL GATE POST
- N.W. CORNER NW1/4 - FOUND U.S.B.L.M. BRASS CAP
60.84' N.E. TO NAIL IN METAL DISK IN SOUTH FENCE POST
60.87' S.E. TO NAIL IN METAL DISK IN NORTH FENCE POST
39.25' S.W. TO NAIL IN U.G. TELEPHONE CABLE MARKER POST

- S.W. CORNER SW1/4 - FOUND U.S.B.L.M. BRASS CAP
57.00' N.W. TO NAIL IN POWER POLE
63.40' N.E. TO NAIL IN NORTH FENCE POST
71.84' S.W. TO NAIL IN 8" TREE CLUSTER
- S.W. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
30.00' N. TO 1/2" IRON PIPE
33.00' S. TO 1/2" IRON PIPE
50.84' S.E. TO 1/2" IRON PIPE
- S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
55.98' N.W. TO 1/2" IRON PIPE
55.73' N.E. TO 1/2" IRON PIPE
72.80' S.W. TO NAIL IN POWER POLE

- S.E. CORNER NE1/4 - FOUND 1/2" PIPE IN ASPH. PAVEMENT
75.09' N.W. TO NAIL IN CLUSTER OF 8" MULBERRY TREES
33.00' E. TO 1/2" IRON PIPE
43.00' S.E. TO NAIL IN 42" TREE



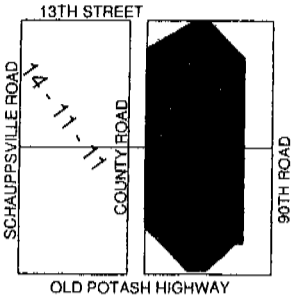
NER NE1/4
 14-T11N-R11W
 1/2" IRON PIPE IN
 AVEMENT

200906907

LEGAL DESCRIPTION

A tract of land comprising a part of the Northeast Quarter (NE1/4), a part of the Northwest Quarter (NW1/4), a part of the Southwest Quarter (SW1/4), and a part of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

First to ascertain the point of beginning, start at the northeast corner of said Northeast Quarter (NE1/4); thence running westerly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Five Hundred Eighty Five and Forty Two Hundredths (585.42) feet; thence deflecting left 89°35'58" and running southerly, a distance of Seven Hundred Eighty and Fifty Three Hundredths (780.53) feet to the ACTUAL point of beginning; thence continuing southerly, along and upon the previously described course, a distance of Three Thousand Eight Hundred Seventy Nine and Thirty Two Hundredths (3,879.32) feet; thence deflecting right 90°58'01" and running westerly, a distance of One Hundred Sixty Three and Sixty Three Hundredths (163.63) feet; thence deflecting left 47°23'25" and running southwesterly, a distance of Four Hundred Twelve and Five Hundredths (412.05) feet; thence deflecting right 43°01'17" and running westerly, a distance of Twenty Two and Fifty Six Hundredths (22.56) feet; thence deflecting left 38°26'22" and running southwesterly, a distance of Three Hundred Eighty One and Forty Five Hundredths (381.45) feet; thence deflecting right 41°48'12" and running easterly, a distance of Four Hundred Twenty Nine and Seventy Nine Hundredths (429.79) feet; thence deflecting right 46°09'21" and running northwesterly, a distance of One Thousand Two Hundred Eighty and Forty Six Hundredths (1,280.46) feet; thence deflecting right 44°53'06" and running northerly, a distance of Three Thousand Seven Hundred Twenty Three and Fifty Six Hundredths (3,723.56) feet; thence deflecting right 59°59'28" and running northeasterly, a distance of One Thousand Fifty Four and Forty Nine Hundredths (1,054.49) feet; thence deflecting right 29°16'44" and running easterly, a distance of Four Hundred Forty Nine and Eleven Hundredths (449.11) feet; thence deflecting right 45°42'40" and running southeasterly, a distance of One Thousand Eighteen and Ninety Six Hundredths (1,018.96) feet to the ACTUAL point of beginning and containing 219.985 acres, more or less.



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

NER NE1/4
 14-T11N-R11W
 1/2" IRON PIPE IN
 PAVEMENT

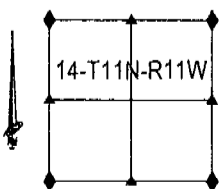
- INDICATES PK NAIL WITH METAL DISK PLACED IN ASPH. PAVEMENT. (DISK IS STAMPED "L S 557).
- INDICATES 1/2" IRON WITH PLASTIC CAP PLACED. (CAP IS STAMPED L S 557).

NOTE: EXTRACTION WELL PIPELINE IS SHOWN IN APPROXIMATE LOCATION BASED ON INFORMATION PROVIDED BY OTHERS. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE PIPELINE. THE CENTERLINE OF THE 40' WIDE EXTRACTION WELL PIPELINE EASEMENT SHOWN IS BASED ON THE PIPELINE LOCATION.

- R1. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 22, 2001 (CAAP TRACT NO. 31B)
- R2. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED AUGUST 28, 2001 (CAAP TRACT NO. 31A)
- A. = ACTUAL DISTANCE AND/OR ANGLE

NER SE1/4
 14-T11N-R11W
 J J HOSTLER ALUMINUM
 SPH. PAVEMENT

EXHIBIT A



CAAP LOAD LINE NO. 4

A PART OF THE NE1/4, A PART OF THE SE1/4, A PART OF THE SW1/4, AND A PART OF THE NW1/4 OF SECTION 14-T11N-R11W OF THE 6TH P.M., HALL COUNTY, NEBRASKA	CAAP Load Line 4 map
	02-18-2008
LAND SURVEY	L.W.
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8466 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68602-0339	

Exhibit "B"			
Notification of Hazardous Substance Storage, Release, or Disposal Load Line 4			
Property Description	Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D)	Date of Storage, Release, or Disposal	Remedial Actions
<p>Load Line 4</p> <p>Approximately 219.985 acres of land</p>	<p>Explosive-contaminated waste, and residues including:</p> <p>2,4,6-trinitrotoluene (2,4,6-TNT), cyclotetramethylene-tetranitramine (HMX), hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX), 2,4-dinitrotoluene (2,4-DNT), and 2,6-dinitrotoluene (2,6-DNT)</p> <p>(S) (R) (D)</p> <p>Explosives breakdown products include:</p> <p>1,3,5-trinitrobenzene (1,3,5-TNB), 1,3-dinitrobenzene (1,3-DNB), 2-amino-4,6-dinitrotoluene (2-Am-4,6-DNT), 4-amino-2,6-dinitrotoluene (4-Am-2,6-DNT), and nitrobenzene (R)</p>	<p>1942-45</p> <p>1950-57</p> <p>1965-73</p>	<p>There were no production operations on the property outside the fenced boundary of Load Line 4.</p> <p>Remediation of explosives-contaminated soil associated with Load Line 4 has occurred during multiple remediation projects in 1987-88, 1994, and 2005-2007. All contaminated soil that was determined to exceed industrial risk soil remediation levels has been removed from former Load Line 4.</p> <p>In 1987-88, explosives-contaminated soil was removed from the load lines, incinerated, and the resulting ash disposed in trenches at another location on CHAAP as part of an Installation Restoration Incineration Program (IRIP) on-site CERCLA removal action.</p> <p>Additional soil delineation and removal actions were conducted in the load lines in 1994 as part of a U.S. Army Corps of Engineers (USACE) interim soil removal action.</p> <p>The 1999 ROD for OU4 determined that no contaminants exceeded the non-residential risk-based cleanup levels in surface soil at Load Line 4. The ROD also determined that no additional remedial action was required and that the selected remedy was deed restriction to prevent residential use of the property.</p> <p>In 2005, geophysical survey and anomaly investigation, removal of industrial and sanitary sewers, testing of water supply lines, and limited soil screening for explosives was conducted at Load Line 4.</p> <p>During the July 2005 through 2006 time frame, work was performed to disassemble, decontaminate and demolish Load Line 4 buildings; remove concrete floor slabs; sample the soil under former concrete slab locations to confirm that the locations did not contain greater than 10% explosives; and to excavate and remove sanitary and industrial sewer lines that were close to building foundations, followed by limited soil screening for explosives at the greater than 10% level beneath former sewer locations.</p> <p>The goal of all of the above-identified actions from 2005 to 2006 was to obtain 5X certification for the load line areas in accordance with U.S. Army Pamphlet IOCP 385-1 <i>Classification and Remediation of Explosive Contamination</i>. The 5X designation indicates that no significant amounts (defined as not enough to present an explosive safety hazard) of contamination remain. At the 5X level, the property does not pose an explosive safety hazard and is considered safe for sale to the general public.</p>

Exhibit "B"

Notification of Hazardous Substance Storage, Release, or Disposal
Load Line 4

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D)	Date of Storage, Release, or Disposal	Remedial Actions
	Asbestos (D)	Unknown	<p>As a result of these efforts, the property within the boundary of Load Line 4 received 5X certification, except for the boiler house, which was excluded from the scope of work for MEC clearance efforts. In 2005, field testing in the boiler house indicated that there was no explosive contamination or residue present. Asbestos-containing materials were removed from the boiler house and the boiler house building was demolished that same year. Following demolition, the soil under the former boiler house location was field tested for the presence of explosives. No explosive contamination or residue was present in the soil.</p> <p>In 2007, the locations of former buildings on Load Line 4 were sampled and analyzed for explosive chemicals contamination. Work to remove soil that was contaminated at levels exceeding the CHAAP industrial risk soil remediation levels began in July 2007 and was completed in November 2007.</p> <p>A portion of LL 4 overlies groundwater contamination consisting of explosive chemicals; however this contamination does not exceed established groundwater cleanup standards. No cleanup of groundwater on Load Line 4 is required, although annual monitoring of low levels of groundwater contamination continues.</p> <p>An asbestos-containing transite water line was uncovered during field screening of water supply pipes in 2005. The pipe was tested for the presence of explosives (the test was negative), then allowed to remain in place and covered over again. The report identifies the pipe as being the northeast water main feed line for LL 4, located within the northeast boundary of Load Line 4. The pipe is at 7 feet bgs and is 12 inches in diameter. The estimated length of this pipe is unknown. The transite water line does not present a health hazard while buried underground because asbestos fibers are not being released to the air.</p> <p>Along with the utilities that were known from the as-built drawings, previously unknown utilities that were discovered during the 2005 geophysical investigation were inspected and field screened for explosives. One of these pipes is described as a buried culvert pipe insulated with asbestos. The insulation was sampled and analyzed and determined to contain 40% amosite asbestos. The asbestos insulation is wrapped around a 6-inch diameter pipe and the pipe is estimated to be 1,000 feet in length. This pipe runs from the east perimeter fence to the location of former Building L-10 within Load Line 4. Through visual inspection and field screening, it was determined that the pipe did not contain any explosives residues and the line was left in place with the excavation backfilled. The asbestos insulation does not present a health hazard while buried underground because asbestos fibers are not being released to the air.</p>

Exhibit "B"**Notification of Hazardous Substance Storage, Release, or Disposal
Load Line 4**

*The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition it provides information on the known release of hazardous substances in quantities greater than or equal to the substance's CERCLA reportable quantity. See 40 CFR Part 373.

Exhibit "C"

**Notifications of Munitions and Explosives of Concern
(MEC) ***

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
Load Line 4 219.985 acres	Munitions Constituents (MC)	1942-45 1950-57 1965-73	<p>The load line buildings were used for the production of military munitions and were determined to have MC (residual explosives) present in high enough concentrations to present an explosives hazard. In 2005 through 2006, a geophysical survey and anomaly investigation were conducted, along with disassembly, demolition, and decontamination of buildings. All work was conducted in accordance with a DDESB-approved ESS.</p> <p>Soil under the former building sites was sampled for explosives. Soil containing greater than 10% by weight explosives was remediated.</p>

*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

2 Encls

1. Letter, PIKA International, Inc., dated October 19, 2005, Subject: 5X Certification of Land Parcel within Load Line 4 at Cornhusker Army Ammunition Plant, Grand Island, Nebraska.
2. Letter, PIKA International, Inc., dated December 31, 2006, Subject: 5X Certification of Buildings within Load Line 4 at Cornhusker Army Ammunition Plant, Grand Island, Nebraska.

Encl 1 to Exhibit "C"

PIKA
INTERNATIONAL, INC.

October 19, 2005

To: U.S. Army Tank-Automotive & Armaments Command
1 Rock Island Arsenal
Rock Island, IL 61299-6000

**Subject: 5X Certification of Land Parcel within Load Line 4 at Cornhusker
Army Ammunition Plant, Grand Island, Nebraska**

According to the U.S. Army Pamphlet IOCP 385-1, the 5X level of contamination exists when "no significant amounts (not enough to present an explosive safety hazard) of contamination remain." At the 5X level the "article, equipment, or building" does not pose an explosive safety hazard and is safe for welding, drilling, sawing, etc. and sale to the general public. Therefore, in order for the U.S. Army to transfer the Cornhusker AAP parcel for sale, it must first be classified as 5X.

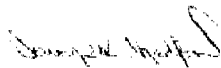
The Load Line 4 area (Section 14, Township 11, Range 11) is located West of Hall County in Grand Island, Nebraska (refer to Figure 1, Vol. I of III of this Final Report), and formerly contained a series of buildings that had been used in the Loading, Assembly and Packing (LAP) of explosives and munitions.

The 5X certification of the land parcel within the fenced boundary of Load Line (LL) 4 was conducted in accordance with Amendment 4 of the original Explosives Safety Submission (ESS) approved by the Department of Defense Explosives Safety Board (DDESB) in December 2004 and the approved Work Plan (Rev1, 01-19-05). The 5X certification of the buildings at Load Line 4 (Buildings 4L-1, 4L-2, 4L-3, 4L-4, 4L-5, 4L-7, 4L-9, 4L-10, 4L-11E, 4L-11W, 4L-12, 4L-14, 4L-17, 4L-18, 4L-19, 4L-20, 4L-21, 4L-22, 4L-23, 4L-24, 4L-27, 4L-30, CH18, CH19-1 and CH19-2), associated ramps/walkways and the soils underneath the building slabs will be performed as part of another contract; hence is excluded from this 5X certification letter.

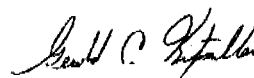
The procedures resulting in the 5X certification are detailed in the Final Report and were performed by unexploded ordnance (UXO) personnel who were former military Explosive Ordnance Disposal (EOD) technicians trained in the recognition, assessment and remediation of explosive contamination and hazards.

Therefore, to the best of our knowledge, the land parcel within the fenced boundary of LL4 as identified above have been decontaminated to the 5X level in accordance with the DDESB-approved ESS.

For PIKA International, Inc:



Dewey Thedford
Senior UXO Supervisor



Gerald Kitzmiller
UXO Safety/QC Officer

Encl 2 to Exhibit "C"



December 31, 2006

To: U.S. Army Tank-Automotive & Armaments Command
1 Rock Island Arsenal
Rock Island, IL 61299-6000

Subject: 5X Certification of Buildings within Load Line 4 at Cornhusker Army Ammunition Plant, Grand Island, Nebraska

According to the U.S. Army Pamphlet IOCP 385-1, the 5X level of contamination exists when "no significant amounts (not enough to present an explosive safety hazard) of contamination remain." At the 5X level the "article, equipment, or building" does not pose an explosive safety hazard and is safe for welding, drilling, sawing, etc. and sale to the general public. Therefore, in order for the U.S. Army to transfer the Cornhusker AAP parcel for sale, it must first be classified as 5X.

The Load Line 4 area (Section 14, Township 11, Range 11) is located West of Hall County in Grand Island, Nebraska (refer to attached Figures 1 and 2 in Appendix A), and previously contained a series of buildings that had been used in the production of explosives and munitions.

The explosives decontamination and demolition operations conducted to remove buildings at Load Line 4 area (Buildings 4L-1, 4L-2, 4L-3, 4L-4, 4L-5, 4L-7, 4L-9, 4L-10, 4L-11E, 4L-11W, 4L-12, 4L-14, 4L-17, 4L-18, 4L-19, 4L-20, 4L-21, 4L-22, 4L-23, 4L-27, 4L-30, CH18, CH19-1 and CH19-2) were conducted in accordance with paragraphs 7.1 through 7.9 of the Explosives Safety Submission (ESS) approved by the Department of Defense Explosives Safety Board (DDESB) on June 30, 2003. Only aboveground structures and facilities were demolished and removed; this certification letter excludes subsurface investigation and removal of underground structures. The LL4 Boiler House (Building 4L-24) is excluded from PIKA's Scope of Work; this certification letter does not apply to the boiler house.

The decontamination and demolition procedures resulting in the 5X certification were executed by unexploded ordnance (UXO) personnel who were former military Explosive Ordnance Disposal (EOD) technicians trained in the recognition, assessment and remediation of explosive contamination and hazards.

Therefore, to the best of our knowledge, the footprint of the buildings, and ramps/walkways associated with LL4 as identified above have been decontaminated to the 5X level in accordance with the DDESB-approved ESS.

For PIKA International, Inc:

Lloyd George
Senior UXO Supervisor

Harry Coleman
UXO Safety/QC Officer

ENTERED AS INSTRUMENT NO
0201009848

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2010 DEC 30 PM 2 22

Kathy Brand
REG OF DEEDS

2
CASH 3616.00
CHECK _____

REFUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 12-30-2010 By MLM
\$ 3600.00

G.I. ABSTRACT



201009848

**CORPORATION WARRANTY DEED
WITH RESTRICTIONS**

GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION, a Nebraska non-profit corporation, GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration received from GRANTEE, PANOWICZ LAND COMPANY, LLC, a Nebraska limited liability company, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

(Real Estate Described on Attached Exhibit A)

Grantor acquired the Real Estate from the United States of America ("USA") pursuant to: (i) the Quitclaim Deed dated August 5, 2008 and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809099; (ii) the Quitclaim Deed dated July 2, 2009 and recorded with the Hall County Register of Deeds on August 20, 2009 as Instrument No. 0200906906; and (iii) the Quitclaim Deed dated July 2, 2009 and recorded with the Hall County Register of Deeds on August 20, 2009 as Instrument No. 0200906907 (the above-described Quitclaim Deeds shall be collectively referred to herein as the "CHAAP Deeds") and are incorporated herein as though set forth verbatim. The CHAAP Deeds set forth certain notices of the condition of the Real Estate (the "Environmental Disclosures") as well as reservations, restrictions and easements, related to the environmental condition of the Real Estate (the "Environmental Conditions"). Grantor conveys the Real Estate subject the Environmental Disclosures and the Environmental Conditions and Grantee shall take possession of the Real Estate subject to the Environmental Disclosures and Environmental Conditions. Grantor further discloses and this conveyance is subject to the following:

- a. The United States of America is a third party beneficiary of the Environmental Disclosures and Environmental Conditions; and
- b. Grantee and its successors or assigns, shall neither transfer, lease nor grant any interest, privilege or license whatsoever in connection with the Real Estate without inclusion of the Environmental Disclosures and Environmental Conditions and shall require the inclusion of such Environmental Disclosures and Environmental Conditions in all future deeds, transfers, leases, or grants of any interest, privilege or license in the Real Estate.

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

201009848

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

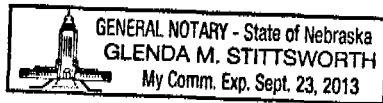
Executed Dec. 29, 2010.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION, a
Nebraska non-profit corporation

By: Marken Ferguson
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF Hall)

The foregoing instrument was acknowledged before me on Dec. 29, 2010, by Marken Ferguson President of Grand Island Area Economic Development Corporation, a Nebraska non-profit corporation, on behalf of the Corporation.



Glenda M. Stittsworth
Notary Public

LEGAL DESCRIPTION

A tract of land comprising a part of the Northwest Quarter (NW¼), and a part of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., and all of the Northeast Quarter (NE¼), all of the Southeast Quarter (SE¼), a part of the Northwest Quarter (NW¼), and a part of the Southwest Quarter (SW¼) of Section Fourteen (14), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., all being in Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of the Southeast Quarter (SE¼) of said Section Fourteen (14); thence running northerly, along and upon the east line of the Southeast Quarter (SE¼) of said Section Fourteen (14), a distance of Five Hundred Forty and Thirty One Hundredths (540.31) feet to a point, said point being Forty (40.0) feet north of (measured perpendicular to) the westerly prolongation of the centerline of the tangent portion of the east—west railroad spur track; thence deflecting right 89°47'03" and running easterly, Forty (40.0) feet north of (measured perpendicular to) the westerly prolongation of the centerline of the tangent portion of said east—west railroad spur track, and Forty (40.0) feet north of (measured perpendicular to) the centerline of the tangent portion of said east—west railroad spur track, a distance of One Thousand One Hundred Ninety Seven and Sixty Three Hundredths (1,197.63) feet to a point on the centerline of a 86' wide drainage easement; thence deflecting left 89°49'20" and running northerly, along and upon the centerline of said drainage easement, a distance of Four Thousand Seven Hundred Forty Four and Eight Hundredths (4,744.08) feet to a point on the north line of the Northwest Quarter of said Section Thirteen (13), said point being One Thousand Four Hundred Fifty Six and Thirty Six Hundredths (1,456.36) feet west of the northeast corner of the Northwest Quarter (NW¼) of said Section Thirteen (13); thence deflecting left 89°43'19" and running westerly, along and upon the north line of the Northwest Quarter (NW¼) of said Section Thirteen (13), a distance of One Thousand One Hundred Ninety Five (1,195.0) feet to the northeast corner of the Northeast Quarter (NE¼) of said Section Fourteen (14); thence deflecting left 00°38'22" and running westerly, along and upon the north line of the Northeast Quarter (NE¼) of said Section Fourteen (14), a distance of Two Thousand Six Hundred Fifty One and Forty Eight Hundredths (2,651.48) feet to the northeast corner of the Northwest Quarter (NW¼) of said Section Fourteen (14); thence deflecting right 00°00'47" and running westerly, along and upon the north line of the Northwest Quarter (NW¼) of said Section Fourteen (14), a distance of Three Hundred Sixty Two and Seventy Five Hundredths (362.75) feet to the centerline of a county road; thence deflecting left 89°35'23" and running southerly, along and upon the centerline of said county road, a distance of Five Thousand Two Hundred Eighty Three and Sixty One Hundredths (5,283.61) feet to a point on the south line of the Southwest Quarter (SW¼) of said Section Fourteen (14); thence deflecting left 90°21'26" and running easterly, along and upon the south line of said Southwest Quarter (SW¼), a distance of Three Hundred Sixty Four and Sixteen (364.16) feet to the southwest corner of the Southeast Quarter (SE¼) of said Section Fourteen (14); thence deflecting left 00°08'58" and running easterly, along and upon the south line of the Southeast Quarter (SE¼) of said Section Fourteen (14), a distance of Two Thousand Six Hundred Fifty Two and Seventy Four Hundredths (2,652.74) feet to the point of beginning, and containing 496.514 acres, more or less, of which, 19.327 acres, more or less, is presently occupied by public road right of way.