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ENTERED AS INSTRUMENT NO

09050

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2008 OCT 30 PM 3 13

Kathy Basal
REG OF DEEDS

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REFUNDS:
CASH _____
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Cornhusker Army Ammunition Plant (CHAAP)
Hall County, Nebraska
Parts of Acquisition Tract Nos. 45, 46, 47 and 48
Land Management Tract Nos. 33 and parts of 34

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 5 day of August 2008, 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 **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

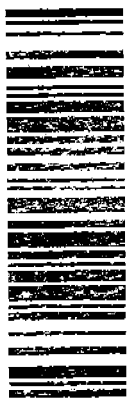
WHEREAS, said Board designated that the property to be conveyed herein be transferred to Grantee; and

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

NEBRASKA DOCUMENTARY
STAMP TAX
Date 10-30-2008
\$ 12.00 By MA

G.I. ABSTRACT



200809099

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 One Million Nine Thousand Seven Hundred and No/100 Dollars (\$1,009,700.00), 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:

TRACT 33 and a Portion of Tract 34:

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 Thirteen (13), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, all being in Hall County, Nebraska, and containing 480.838 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 water lines (hereinafter "facilities") over, across, in and upon said Property at the location shown in Exhibit "A," connecting Well House EW-3 (located on Load Line 3) to the Government Pump and Treatment Plant located in Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th 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 (G0015 on Tract 33 and G0016 on Tract 34) 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. Monitoring well G0015 is located at the northern edge of Tract 33 and monitoring well G0016 is in the northwest portion of Tract 34.

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 and easement to the extent, and only to the extent that such rents and other beneficial interests cover the Property:

1. Department of the Army Lease No. DACA45-1-03-6046 (Tracts 24, 33, 61 and West Half 62) granted to Michael Panowicz for agricultural purposes for the period 22 May 2003 through 31 December 2008.

2. Department of the Army Lease No. DACA45-1-01-6038 (Tract 34) granted to Robert Panowicz for agricultural purposes the period 1 March 2001 through 31 December 2008.

3. Department of the Army Easement No. DACA45-2-04-6021 granted to DTE Rail Services, Inc., for a nonexclusive easement and right-of-way for the operation, repair, maintenance and replacement of certain grantee-owned railroad and spur tracks for the period 1 April 2004 through 31 December 2008.

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 March 2008 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 March 2008 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 Asbestos and Covenant

1. The Grantee is hereby informed and does acknowledge that non-friable 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 non-friable 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.

d. Notice of the Presence of Lead-Based Paint (LBP) and Covenant Against the Use of the Property for Residential Purpose

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 there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

2. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and 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).

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint 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 lead-based paint 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 Underground Storage Tank

The Grantee is hereby informed and does acknowledge that Underground Storage Tanks that contained gasoline and heating oil were formerly located on the premises from 1957 to 1993. All tanks were removed no later than 1993.

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.

5. Perpetual Easement No. DACA45-2-00-6022 granted to Hall County and Central Platte Natural Resources District for drainage ditch rights-of-way.

6. Temporary Easement No. DACA45-2-04-6021 granted to DTE Rail Services, Inc., for a nonexclusive easement and right-of-way for the operation, repair, maintenance and replacement of certain grantee-owned railroad and spur tracks for the period 1 April 2004 through 31 December 2008.

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 affect 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.

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.

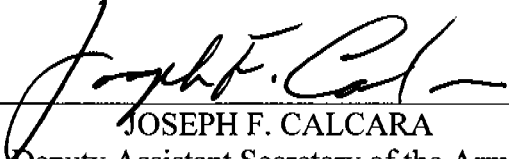
THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 2003) under which property transferred by the United States is exempted from such taxation.

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

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IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army for Installations and Housing (I&H), this the 5th day of August 2008.


UNITED STATES OF AMERICA

By: 
JOSEPH F. CALCARA
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA (I&E)

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)
)ss
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, do certify that, on the day shown above, personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph F. Calcara, Deputy Assistant Secretary of the Army (I&H), personally known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, who acknowledged that the signature on the document was voluntarily affixed by him for the purposes therein, on this date, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.


Notary Public

Notary Registration No. _____
My commission expires: _____



200809099

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 20th day of June 2008.

GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION

BY: Mulan Ferguson

TITLE: President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

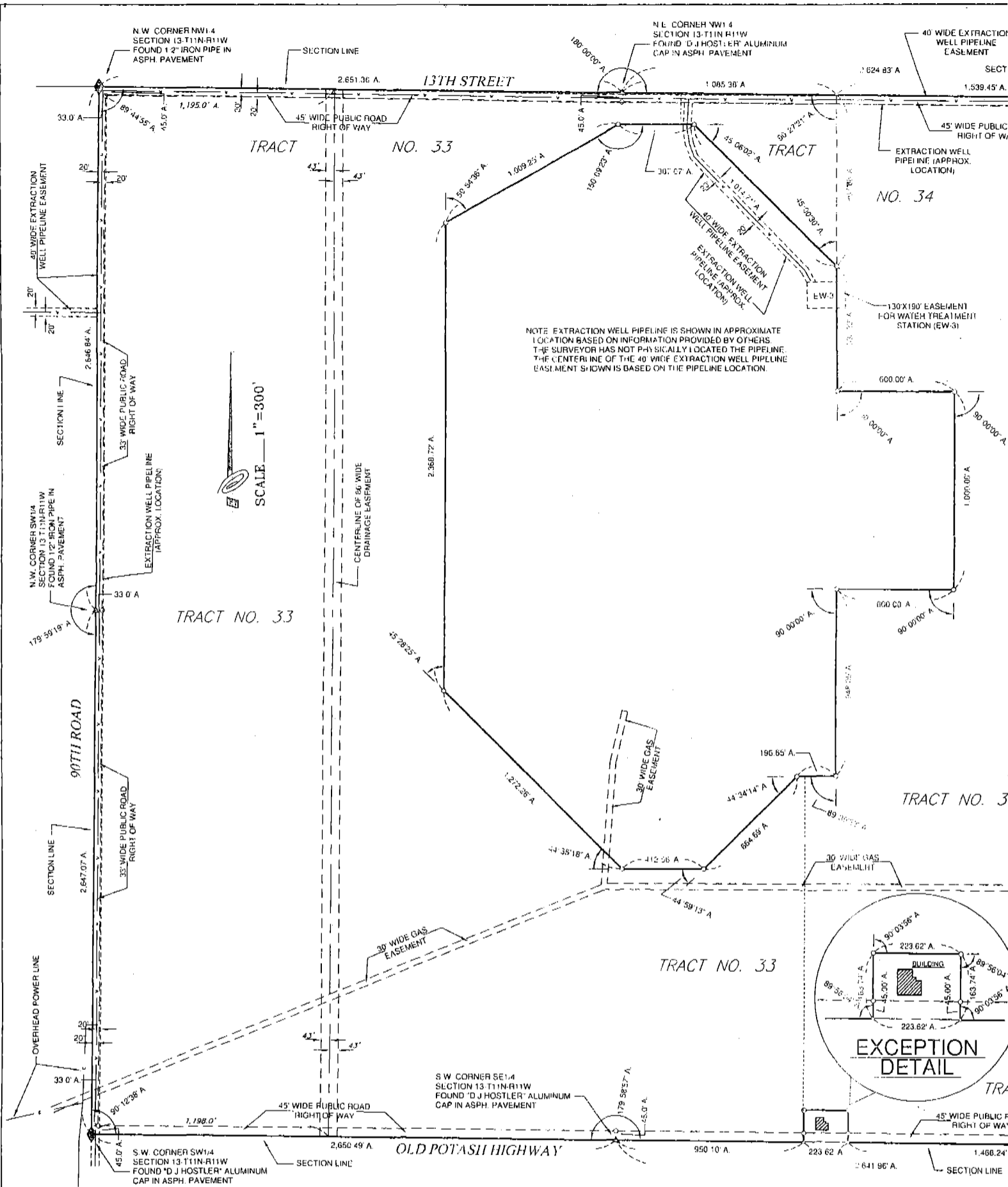
The foregoing Quitclaim Deed was acknowledged before me this 20th day of June 2008, by Mulan Ferguson.


Notary Public



My commission expires: _____

Exhibit A – Survey Drawing
Exhibit B – Notice of Hazardous Materials



CORNER TIES - SECTION 13-T11N-R11W

N.E. CORNER NE1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT
 55.30' N.E. TO 1/2" IRON PIPE
 52.07' N.W. TO 1/2" IRON PIPE
 51.89' S.E. TO 1/2" IRON PIPE

N.E. CORNER NW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
 33.00' N. TO 1/2" IRON PIPE
 248.44' S.E. TO TOP CENTER OF MONITORING WELL CASING
 45.00' S. TO 1/2" IRON PIPE

N.W. CORNER NW1/4 - 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
 65.56' S.W. TO NOTCH IN TOP WEST END OF ROADWAY R.C.P.

N.W. CORNER SW1/4 - FOUND 1/2" PIPE IN ASPH. PAVEMENT
 75.00' N.E. 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

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.W. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
 45.00' N. TO 1/2" IRON PIPE
 120.10' S.E. TO NAIL IN POWER POLE
 152.46' S.W. TO NAIL IN POWER POLE

S.E. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT
 95.73' N.E. TO 1/2" IRON PIPE
 55.98' N.W. TO 1/2" IRON PIPE
 72.80' S.W. TO NAIL IN POWER POLE

S.E. CORNER NE1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT
 118.14' S.E. TO NEAR FACE OF SIGN POST
 33.00' E. TO 1/2" IRON PIPE
 33.00' W. TO 1/2" IRON PIPE

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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 Thirteen (13), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE1/4); thence running westerly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Twenty Four and Eighty Three Hundredths (2,624.83) feet to the northeast corner of said Northwest Quarter (NW1/4); thence deflecting right 00°00'00" and running westerly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Fifty One and Thirty Six Hundredths (2,651.36) feet to the northwest corner of said Northwest Quarter (NW1/4); thence deflecting left 90°15'05" and running southerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Six and Eighty Three Hundredths (2,646.84) feet to the northwest corner of said Southwest Quarter (SW1/4); thence deflecting right 00°00'41" and running southerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Forty Seven and Seven Hundredths (2,647.07) feet to the southwest corner of said Southwest Quarter (SW1/4); thence deflecting left 89°47'22" and running easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Fifty and Forty Nine Hundredths (2,650.48) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting left 90°01'03" and running easterly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Nine Hundred Fifty and One Tenth (950.10) feet; thence deflecting left 90°03'56" and running northerly, a distance of One Hundred Sixty Three and Seventy Four Hundredths (163.74) feet; thence deflecting right 90°03'56" and running easterly, parallel with the south line of said Southeast Quarter (SE1/4), a distance of Two Hundred Twenty Three and Sixty Two Hundredths (223.62) feet; thence deflecting right 89°56'04" and running southerly, a distance of One Hundred Sixty Three and Seventy Four Hundredths (163.74) feet to a point on the south line of said Southeast Quarter (SE1/4); thence deflecting left 89°56'04" and running easterly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Four Hundred Sixty Eight and Twenty Four Hundredths (1,468.24) feet to the southeast corner of said Southeast Quarter (SE1/4); thence deflecting left 90°22'47" and running northerly, a distance of Two Thousand Six Hundred Forty Five and Twenty Six Hundredths (2,645.26) feet to the southeast corner of the Northeast Quarter (NE1/4); thence deflecting right 00°00'34" and running northerly, along and upon the east line of said Northeast Quarter (NE1/4), a distance of Two Thousand Six Hundred Forty Five and Twenty Two Hundredths (2,645.22) feet to the point of beginning, excepting therefrom, a parcel situated in a part of said Northeast Quarter (NE1/4), in a part of said Northwest Quarter (NW1/4), in a part of said Southwest Quarter (SW1/4), and in a part of said Southeast Quarter (SE1/4), and being 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 One Thousand Five Hundred Thirty Nine and Forty Five Hundredths (1,539.45) feet; thence deflecting left 90°27'21" and running southerly, a distance of Eight Hundred Sixty Seven and Sixty Eight Hundredths (867.68) feet to the ACTUAL point of beginning; thence continuing southerly, along and upon the previously described course, a distance Six Hundred Thirty Two and Thirty Two Hundredths (632.32) feet; thence deflecting left 90°00'00" and running easterly, a distance of Six Hundred (600.0) feet; thence deflecting right 90°00'00" and running southerly, a distance of One Thousand (1000.0) feet; thence deflecting right 90°00'00" and running westerly, a distance of Six Hundred (600.0) feet; thence deflecting left 90°00'00" and running southerly, a distance of Nine Hundred Forty Eight and Five Hundredths (948.05) feet; thence deflecting right 89°39'33" and running westerly, a distance of One Hundred Ninety Six and Sixty Five Hundredths (196.65) feet; thence deflecting left 44°34'14" and running southwestwesterly, a distance of Six Hundred Sixty Four and Sixty Nine Hundredths (664.69) feet; thence deflecting right 44°59'13" and running westerly, a distance of Four Hundred Twelve and Fifty Six Hundredths (412.56) feet; thence deflecting right 44°35'18" and running northwestwesterly, a distance of One Thousand Two Hundred Seventy Two and Twenty Six Hundredths (1,272.26) feet; thence deflecting right 45°28'25" and running northerly, a distance of Two Thousand Three Hundred Sixty Eight and Seventy Two Hundredths (2,368.72) feet; thence deflecting right 59°54'36" and running northeasterly, a distance of One Thousand Nine and Twenty Five Hundredths (1,009.25) feet; thence deflecting right 29°50'37" and running easterly, a distance of Three Hundred Eighty Seven and Seven Hundredths (387.07) feet; thence deflecting right 45°06'02" and running southeasterly, a distance of One Thousand Fourteen and Seventy One Hundredths (1,014.71) feet to the ACTUAL point of beginning and containing 160.309 acres, more or less.

said tract, less exception, containing 480.838 acres, more or less, of which 18.569 acres, more or less, is presently occupied by public road right of way.

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. 567 LS-557

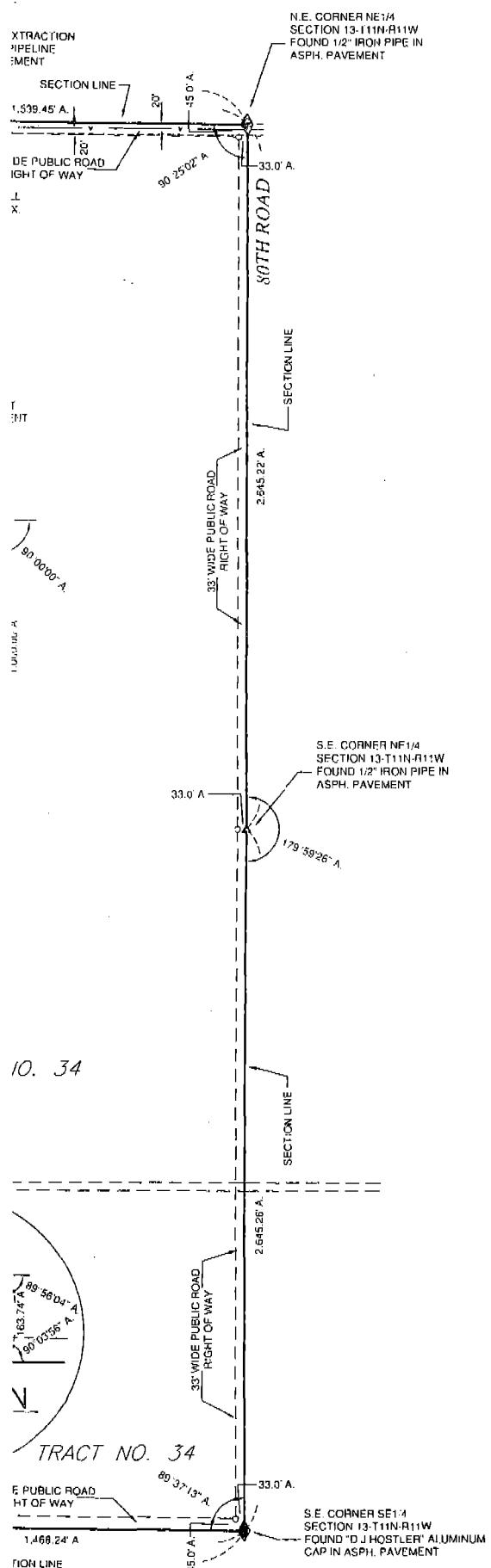
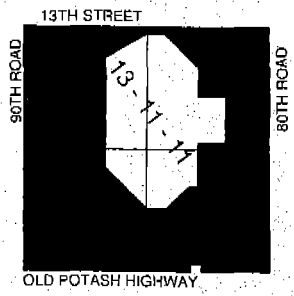
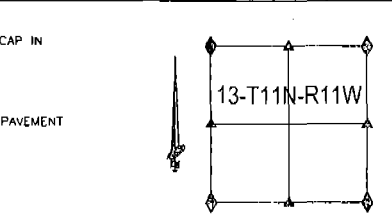


EXHIBIT A



- o - INDICATES PK NAIL WITH METAL DISK PLACED IN ASPH. PAVEMENT. (DISK IS STAMPED "L S 557").
 - o - INDICATES 1/2" IRON WITH PLASTIC CAP PLACED. (CAP IS STAMPED "L S 557").
- A. = ACTUAL DISTANCE AND/OR ANGLE



TRACT NO. 33 AND A PORTION OF TRACT NO. 34 (EXCLUDING BUILDING F-3 TRACT)

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 13-T11N-R11W OF THE 6TH P.M., HALL COUNTY, NEBRASKA		P. O. BOX 33 03-03-B008 L.T.
LAND SURVEY		
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-0463 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		

EXHIBIT "B"

Table 2

Notification of Hazardous Substance Storage, Release, or Disposal

Tract 33

part of Land Tract 34 not overlying plume & not including Bldg F-3

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D)	Date of Storage, Release, or Disposal	Remedial Actions
<p>Tract 33 (Section 13)</p> <p>Approximately 297 acres of land</p> <p>Part of Land Tract 34 not overlying plume & not including Bldg F-3 (Section 13)</p> <p>Approximately 183 acres of land</p>	<p>Explosive-contaminated waste, and residues including:</p> <p>2,4,6-trinitrotoluene (2,4,6-TNT)</p> <p>cyclotetramethylene-tetranitramine (HMX)</p> <p>hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX) (R)</p> <p>Explosives breakdown products include:</p> <p>1,3,5-trinitrobenzene (1,3,5-TNB), 4-amino-2,6-dinitrotoluene (4-Am-2,6-DNT) and 2,4-dinitrotoluene (2,4-DNT) (R)</p>	<p>1942-45 1950-57 1965-73</p> <p>Explosive-contaminated waste was released and disposed through load, assemble and pack operations at the load line and through deposition of explosive-contaminated wastewater into surface impoundments within the load lines. Any contamination present in the groundwater originated from the load lines.</p>	<p>There were no production operations on these parcels.</p> <p>There is no known soil contamination on any of these parcels.</p> <p>Although Tract 33 and the Part of Tract 34 not overlying plume & not including Bldg F-3 are not considered part of OU1 and do not overlie the modeled contaminated groundwater plume, low levels of explosive contamination have been detected in groundwater on each of these tracts.</p> <p>No explosives contamination has been detected on Tract 33 since 1985.</p> <p>Concentrations of explosives in groundwater on the part of Tract 34 not overlying the plume and not including Building F-3 do not exceed any established cleanup levels.</p> <p>Neither of these tracts is considered part of OU1.</p>

*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.

ENTERED AS INSTRUMENT NO

201309826

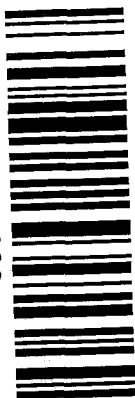
STATE OF NEBRASKA)
COUNTY OF HALL) SS

2013 DEC 19 PM 4 01

Mitchell Clark
HALL CO. REGISTER OF DEEDS

C
ASH 28.00
CHECK 3069.00
REUNDS:
CASH _____
CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 12-19-2013
\$ 3069.00 By *mmw*



201309826

CORPORATION WARRANTY DEED
WITH RESTRICTIONS

C
28.00

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, conveys to GRANTEE MICHAEL A. PANOWICZ and PATRICIA M PANOWICZ, husband and wife, as joint tenants and not as tenants in common, an undivided one-half interest, and to PANOWICZ LAND COMPANY, LLC, a Nebraska limited liability company, an undivided one-half interest in and to 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. 0200809097, (ii) the Quitclaim Deed dated August 5, 2008, and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809098, and (iii) the Quitclaim Deed dated August 5, 2008 and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809099 (the above-described Quitclaim Deeds shall be collectively referred to herein as the "CHAAP Deed"), and are incorporated herein as though set forth verbatim. The CHAAP Deed 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

OL:ABSTRACT

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 with GRANTEE that GRANTOR:

- 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; and
- 3. warrants and will defend title to the real estate against the lawful claims of all persons.

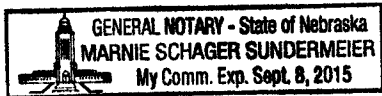
Executed 12-18, 2013.

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

By: 
Randy Gard, Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me on this 18 day of December, 2013 by Randy Gard, President of Grand Island Area Economic Development Corporation, a Nebraska non-profit corporation, on behalf of the corporation.



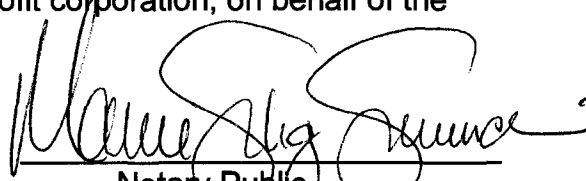

Notary Public

Exhibit A**LEGAL DESCRIPTION**

Parcel 1: A tract of land comprising a part of the Northeast Quarter (NE1/4) and a part of the Southeast Quarter (SE1/4), all being in Section Thirteen (13), 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 Forty Five and Forty One Hundredths (2,645.41) feet to the northeast corner of said Southeast Quarter (SE1/4); thence deflecting left 00° 00' 40" and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Sixty Six and Fifty One Hundredths (2,066.51) feet to a point, said point being Forty (40.0) feet north of (measured perpendicular to) the centerline of an existing east-west railroad track; thence deflecting right 89° 58' 16" and running westerly, parallel with and Forty (40.0) feet north of (measured perpendicular to) said existing east-west railroad track centerline, a distance of Eight Hundred Seventy Six and Ninety Nine Hundredths (876.99) feet to a point of curvature; thence running northwesterly along and upon the arc of a curve to the right whose radius is 532.96 foot, said curve being Forty (40.0) feet southeast of (measured radial to) the centerline of an existing railroad track curve to the right, a distance of Eight Hundred Thirty Seven and Twenty One Hundredths (837.21) feet (long chord - 753.75', long chord deflecting right 44° 59' 53" from the previously described course) to a point of tangency; thence deflecting right 44° 59' 53" from the chord of the previously described curve and running northerly, parallel with and Forty (40.0) feet east of (measured perpendicular to) the centerline of an existing railroad track running northerly, a distance of Four Thousand One Hundred Ninety and Twenty One Hundredths (4,190.21) feet to a point on the north line of said Northeast Quarter (NE1/4); thence deflecting right 90° 27' 36" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of One Thousand Four Hundred Thirteen and Fourteen Hundredths (1,413.14) feet to the point of beginning.

And

Parcel 2: A tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Thirteen (13), 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 southeast corner of said Southeast Quarter (SE1/4);

thence running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Four Hundred Nine and Sixty Five Hundredths (1,409.65) feet to a point, said point being on the southerly prolongation of a line which is Forty (40.0) feet east of (measured perpendicular to) the centerline of an existing north-south (tangent) railroad spur track; thence deflecting right $89^{\circ} 35' 11''$ and running northerly, along and upon said southerly prolongation line, a distance of Four Hundred Eighty Eight and Seventy Seven Hundredths (488.77) feet to a point, said point being Forty (40.0) feet south of (measured perpendicular to) the centerline of existing railroad track; thence deflecting right $90^{\circ} 00' 14''$ and running easterly, parallel with and Forty (40) feet south of (measured perpendicular to) said existing railroad track centerline, a distance of One Thousand Four Hundred Nine and Nine Tenths (1,409.90) feet to a point on the east line of said Southeast Quarter (SE1/4); thence deflecting right $90^{\circ} 01' 44''$ and running southerly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Four Hundred Ninety Eight and Eighty Four Hundredths (498.84) feet to the point of beginning.