

ENTERED AS INSTRUMENT NO

0200809100

7650

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2008 OCT 30 PM 3 15

*Kathy Braach*  
REG OF DEEDS

CASH 7650  
CHECK \_\_\_\_\_

REFUNDS:  
CASH \_\_\_\_\_  
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NEBRASKA DOCUMENTARY  
STAMP TAX  
Date 10-30-2008 By MA  
*Exempt 2*

G.I. ABSTRACT



200809100

Cornhusker Army Ammunition Plant (CHAAP)  
Hall County, Nebraska  
Parts of Acquisition Tract Nos. 32, 33, 36, 37, 49,  
51, 52, 53, 54, 55 and 56  
Land Management Tract Nos. 24 (part), 35 and 36 (part)

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

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

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

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

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Nine Hundred Thousand Three Hundred and No/100 Dollars (\$900,300.00), 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 24 (Remaining Portion):**

A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th Principal Meridian, and a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, all being in Hall County, Nebraska, and containing 92.420 acres, more or less (hereinafter referred to as the "Property") and being more particularly shown and described on **Exhibit "A1,"** which is attached hereto and made a part hereof.

**TRACT 35 and the Uncontaminated Portion of Tract 36:**

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 Eighteen (18), Township Eleven (11) North, Range Ten (10) West of the 6th Principal Meridian, all being in Hall County, Nebraska, and containing 339.628 acres, more or less (hereinafter referred to as the "Property") and being more particularly shown and described on **Exhibit "A2,"** 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 extraction and discharge water lines (hereinafter "facilities") over, across, in and upon said Property at the location shown in Exhibits "A1" and "A2," connecting Well Houses EW-4 and EW-5 (located on Load Line 2) and Well House EW-3 (located on Load Line 3) to the 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 of all equipment necessary to accomplish the same.

**RESERVING**, however, to the Grantor, its successors and assigns, ownership and exclusive use of the existing monitoring well (G0018) located on the Property together with access across the Property for the purpose of monitoring and/or closing of the said well; 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 G0018 is located on the southern portion of the southern part of Tract 24 and just north of Load Line 2.

**RESERVING**, however, to the Grantor, its successors and assigns, and the Grantor's Contractors, and Grantor's Lessee, Michael Panowicz, joint temporary use with the Grantee of the irrigation well (40-0H-016) located on the Property, at no cost to the Grantor and the Grantor's Contractors, and Grantor's Lessee, Michael Panowicz, together with Grantor's and the Grantor's Contractors access across the Property in order to extract sufficient water from the well for environmental cleanup purposes on CHAAP. Temporary use of and access to the irrigation well by the Grantor and Grantor's Contractors under this reservation will terminate on or before July 1, 2010. Irrigation Well 40-0H-016 is owned by the Grantee and is located approximately 1000 feet south of the center of Section 18 on Tract 36.

**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 Panowciz for agricultural purposes for the period 22 May 2003 through 31 December 2008.

2. Department of the Army Lease No. DACA45-1-01-6074 (Tract 35) granted to Robert Nunnenkamp for agricultural purposes for the period 1 March 2005 through 31 December 2008.

3. Department of the Army Lease No. DACA45-1-01-6039 (Tract 36) granted to Robert Panowicz for agricultural purposes for the period 1 March 2001 through 31 December 2008.

4. Department of the Army Lease No. DACA45-1-96-6108 (Building I-1) granted to Dennis Bonsack for inert storage purposes for the period 1 June 1996 through 31 October 2008.

5. Department of the Army Lease No. DACA45-1-01-6080 (Building I-2) granted to Bret and Deb Baxter for inert storage purposes for the period 1 May 2001 through 31 October 2008.

6. Department of the Army Lease No. DACA45-1-97-6075 (Building I-7) granted to Leon Plastics, Inc., for inert storage purposes for the period 1 May 1997 through 31 October 2008.

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

b. 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.

c. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to 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.

**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. Easement No. DACA25-066-ENG-11968 granted to Nebraska Public Power District for power transmission line right-of-way for the period 25 June 1958 through 24 June 2008.

7. 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,



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 20<sup>th</sup> day of June 2008.

GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION

BY: Marlon Ferguson

TITLE: President

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF HALL )

The foregoing Quitclaim Deed was acknowledged before me this 20<sup>th</sup> day of June 2008, by Marlon Ferguson.

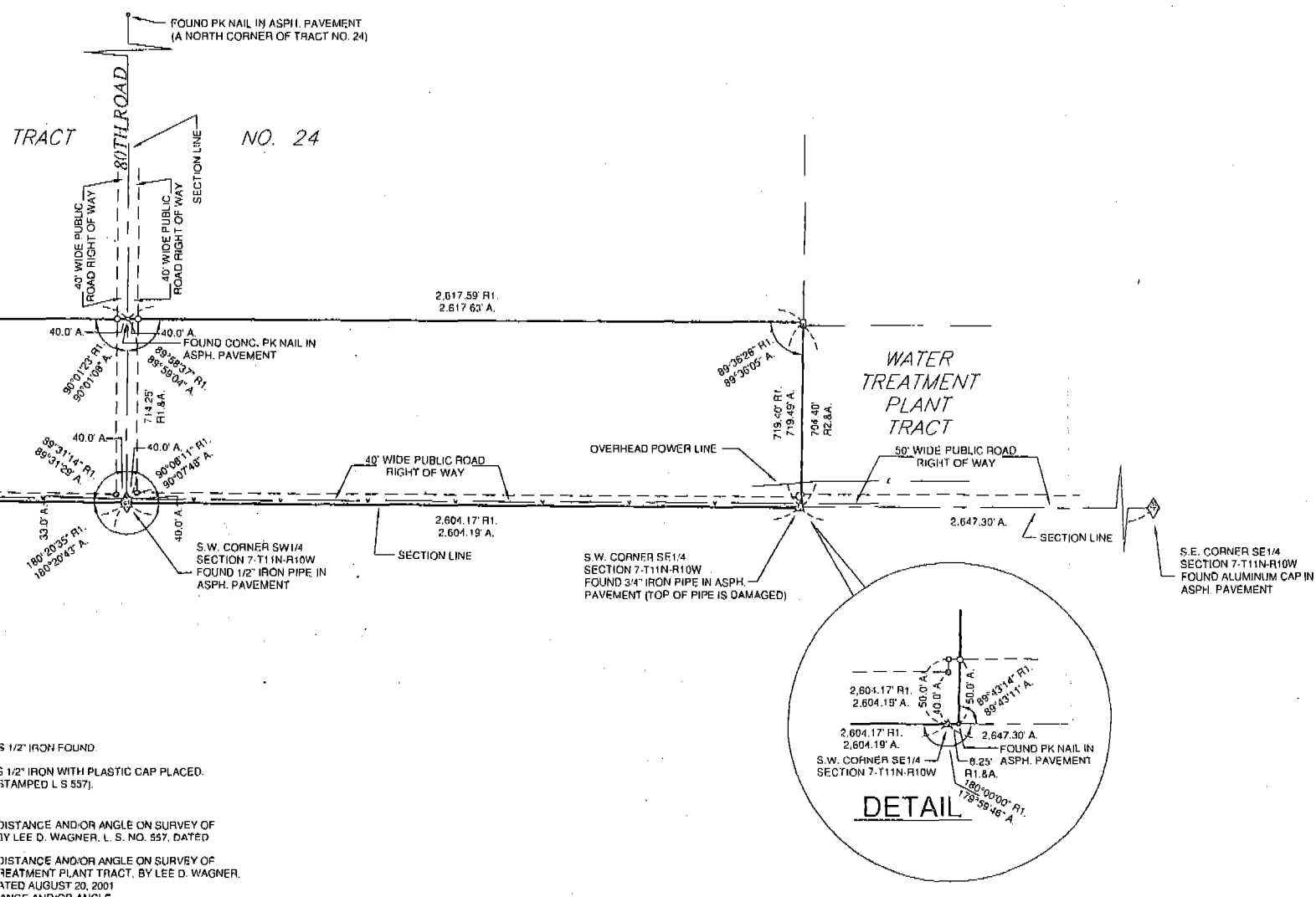
[Signature]  
Notary Public



My commission expires: \_\_\_\_\_

Exhibit A1 – Survey Drawing  
Exhibit A2 – Survey Drawing

200809100

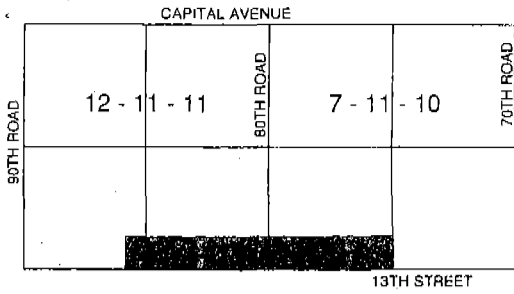


5 1/2" IRON FOUND.  
 3 1/2" IRON WITH PLASTIC CAP PLACED.  
 (STAMPED L S 557).  
 DISTANCE AND/OR ANGLE ON SURVEY OF  
 BY LEE D. WAGNER, L. S. NO. 557, DATED  
 DISTANCE AND/OR ANGLE ON SURVEY OF  
 TREATMENT PLANT TRACT, BY LEE D. WAGNER,  
 DATED AUGUST 20, 2001  
 ANGLE AND/OR ANGLE

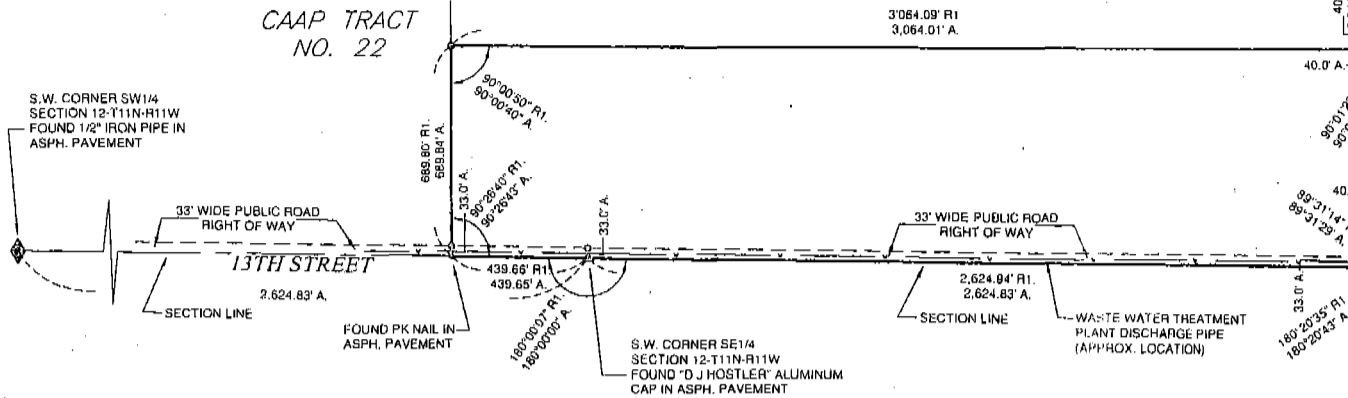
EXHIBIT A1

TRACT NO. 24  
 (REMAINING PORTION)

A PART OF THE SE1/4 AND A PART OF THE SW1/4 OF SECTION 7-T11N-R10W OF THE 8TH P.M., AND A PART OF THE SE1/4 AND A PART OF THE SW1/4 OF SECTION 12-T11N-R10W OF THE 8TH P.M., HALL COUNTY, NEBRASKA		200809100 OR-20-2008 L.W. 04-18-20 0000 W.R.P. 0529002 RPE
LAND SURVEY		
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 302-8485 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		



CAAP TRACT



**LEGAL DESCRIPTION**

A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., and a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Twelve (12), 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 southwest corner of the Southeast Quarter (SE1/4) of said Section Seven (7); thence running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Seven (7), a distance of Eight and Twenty Five Hundredths (8.25) feet to the southwest corner of a parcel referred to as "WATER TREATMENT PLANT" on a survey dated August 20, 2001, by Lee D. Wagner, L. S. No. 557; thence deflecting left 89°43'11" and running northerly, along and upon the west line of said "WATER TREATMENT PLANT" and its northerly prolongation, a distance of Seven Hundred Nineteen and Forty Nine Hundredths (719.49) feet to the southeast corner of a parcel referred to as "TRACT NO. 24" on a survey dated July 24, 2001, by Lee D. Wagner, L. S. No. 557; thence deflecting left 90°23'55" and running westerly, along and upon the south line of said "TRACT NO. 24", a distance of Two Thousand Six Hundred Seventeen and Sixty Three Hundredths (2,617.63) feet to a point on the east line of the Southeast Quarter (SE1/4) of said Section Twelve (12); thence deflecting right 00°00'12" and running westerly, along and upon the south line of said "TRACT NO. 24", a distance of Three Thousand Sixty Four and One Hundredth (3,064.01) feet to the southwest corner of said "TRACT NO. 24", said point also being on the east line of a parcel referred to as "TRACT NO. 22" on a survey dated August 28, 2001, by Lee D. Wagner, L. S. No. 557; thence deflecting left 89°59'20" and running southerly, along and upon the southerly prolongation of the west line of said "TRACT NO. 24", and also being along and upon the east line of said "TRACT NO. 22", a distance of Six Hundred Eighty Nine and Eighty Four Hundredths (689.84) to the southeast corner of said "TRACT NO. 22", said point also being on the south line of the Southwest Quarter (SW1/4) of said Section Twelve (12); thence deflecting left 89°33'17" and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Twelve (12), a distance of Four Hundred Thirty Nine and Sixty Five Hundredths (439.65) feet to the southwest corner of the Southeast Quarter (SE1/4) of said Section Twelve (12); thence deflecting right 00°00'00" and running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section (12), a distance of Two Thousand Six Hundred Twenty Four and Eighty Three Hundredths (2,624.83) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Seven (7); thence deflecting left 00°20'43" and running easterly, along and upon the south line of the Southwest Quarter (SW1/4) of said Section Seven (7), a distance of Two Thousand Six Hundred Four and Nineteen Hundredths (2,604.19) feet to the point of beginning and containing 92.420 acres, more or less, of which, 5.967 acres, is presently occupied by public road right of way.

- o - INDICATES 1/2" IRON FOUND
- o - INDICATES 1/2" IRON WITH CAP IS STAMPED L S 557
- R1 = RECORDED DISTANCE AND/OI TRACT NO. 24 BY LEE D. WAGNER JULY 24, 2001
- R2 = RECORDED DISTANCE AND/OI CAAP WATER TREATMENT PLAN L. S. NO. 557, DATED AUGUST 20, 2001
- A - ACTUAL DISTANCE AND/OR AN

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

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

**CORNER TIES - SECTION 12-T11N-R11W**

S.W. CORNER SW1/4 - 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.

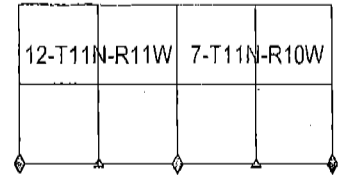
S.W. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
 33.00' N. TO 1/2" IRON PIPE  
 246.44' S.E. TO TOP CENTER OF MONITORING WELL CASING  
 45.00' S. TO 1/2" IRON PIPE

**CORNER TIES - SECTION 7-T11N-R10W**

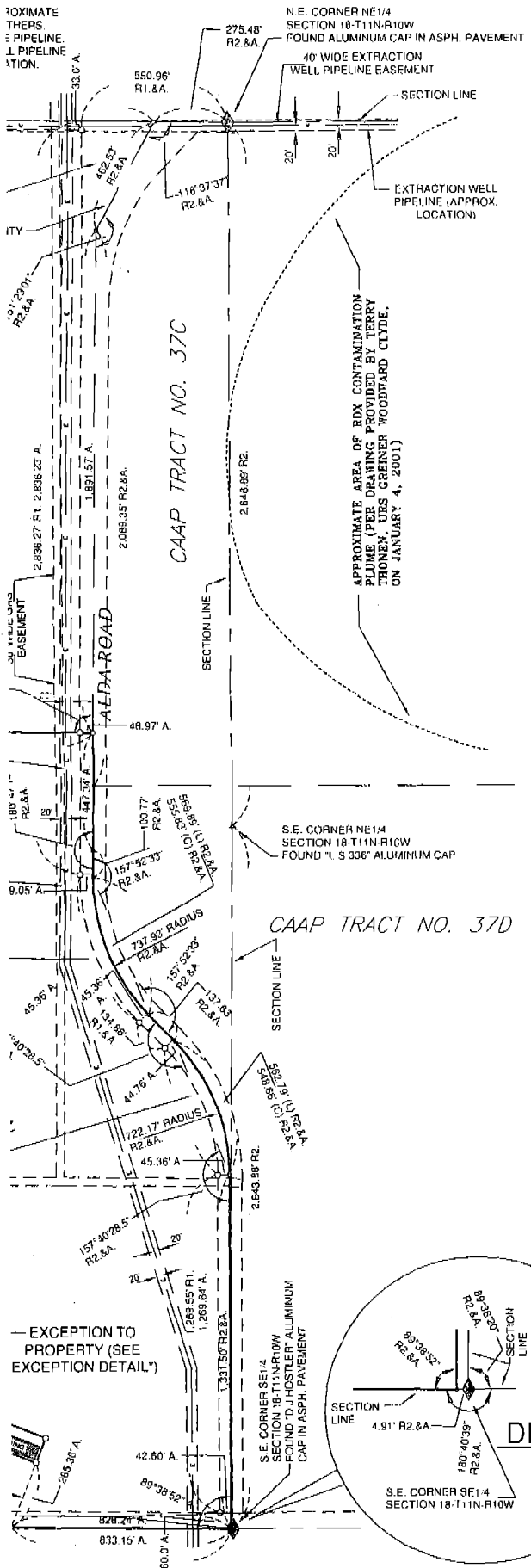
S.W. CORNER SW1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT  
 56.50' N.E. TO 1/2" IRON PIPE  
 52.07' N.W. TO 1/2" IRON PIPE  
 51.89' S.E. TO 1/2" IRON PIPE

S.W. CORNER SE1/4 - FOUND 3/4" IRON PIPE IN ASPH. PAVEMENT (TOP OF PIPE IS DAMAGED)  
 96.24' N.W. TO NAIL IN 2" TREE  
 101.19' N.N.W. TO NEAR FACE OF SECURITY CHAIN LINK FENCE CORNER POST  
 124.35' N.E. TO NEAR FACE OF EAST SECURITY CHAIN LINK FENCE GATE POST

S.E. CORNER SE1/4 - FOUND ALUMINUM CAP IN ASPH. PAVEMENT  
 74.45' N.W. TO NAIL IN POWER POLE  
 40.00' S. TO 1/2" IRON PIPE  
 56.56' S.E. TO 1/2" IRON PIPE



200809100



**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 Eighteen (18), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

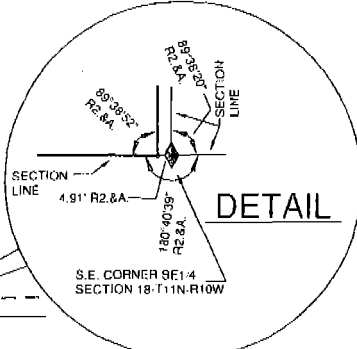
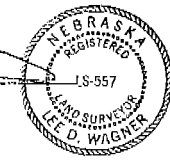
First to ascertain the point of beginning, start at the southeast corner of said Southeast Quarter (SE1/4); thence running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Four and Ninety One Hundredths (4.91) feet to the ACTUAL point of beginning, said point also being on the approximate center of the right of way of Alda Road and the southwest corner of a parcel referred to as "TRACT NO. 37D" on a survey dated January 30, 2007, by Lee D. Wagner, L. S. No. 557; thence deflecting right 89°38'52" and running northerly, along and upon said approximate center of the Alda Road right of way, which is also a west line of said "TRACT NO. 37D", a distance of One Thousand Three Hundred Thirty One and Five Tenths (1,331.50) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the left whose radius is 722.17 feet, said curve also being the approximate center of the Alda Road right of way, which is also a west line of said "TRACT NO. 37D", a distance of Five Hundred Sixty Two and Seventy Nine Hundredths (562.79) feet (long chord = 548.66', long chord deflecting left 22°19'31.5" from the previously described course) to a point of tangency; thence deflecting left 22°19'31.5" from the chord of the previously described curve, and running northwesterly, along and upon said approximate center of the Alda Road right of way, which is also a west line of said "TRACT NO. 37D", a distance of One Hundred Thirty Seven and Sixty Three Hundredths (137.63) feet to a point of curvature; thence running northwesterly, along and upon the arc of a curve to the right whose radius is 737.93 feet, said curve also being the approximate center of the Alda Road right of way, which is also a west line of said "TRACT NO. 37D", a distance of Five Hundred Sixty Nine and Eighty Nine Hundredths (569.89) feet (long chord = 555.83', long chord deflecting right 22°07'27" from the previously described course) to a point of tangency; thence deflecting right 22°07'27" from the chord of the previously described curve, and running northerly, along and upon said approximate center of the Alda Road right of way, which is also a west line of said "TRACT NO. 37D", a distance of One Hundred and Seventy Seven Hundredths (100.77) feet; thence deflecting right 00°47'14" and running northerly, along and upon said approximate center of Alda Road right of way, which is also a west line of said "TRACT NO. 37D", and also being along and upon the west line of a parcel referred to as "TRACT NO. 37C" on a survey dated January 30, 2007, by Lee D. Wagner, L. S. No. 557, a distance of Four Hundred Forty Seven and Thirty Four Hundredths (447.34) feet; thence deflecting left 90°04'51" and running westerly, a distance of One Thousand Nine Hundred Eighty Eight and Four Hundredths (1,988.04) feet; thence deflecting left 90°00'00" and running southerly, a distance One Thousand One Hundred Thirty One and Two Hundredths (1,131.02) feet; thence deflecting right 89°30'47" and running westerly, a distance of One Hundred Ninety Seven and Sixty Four Hundredths (197.64) feet; thence deflecting left 44°34'14" and running southwesterly, a distance of Six Hundred Sixty One and Forty One Hundredths (661.41) feet; thence deflecting right 44°27'49" and running westerly, a distance of Four Hundred Eleven and Sixty One Hundredths (411.61) feet; thence deflecting right 45°32'41" and running northwesterly, a distance of One Thousand Two Hundred Seventy Five and Twenty Seven Hundredths (1,275.27) feet; thence deflecting right 45°00'43" and running northerly, a distance of Two Thousand Three Hundred Seventy Five and Twenty Three Hundredths (2,375.23) feet; thence deflecting right 60°00'05" and running northeasterly, a distance of Nine Hundred Ninety One and Ninety Eight Hundredths (991.98) feet; thence deflecting right 29°14'52" and running easterly, a distance of Three Hundred Eight and Seventy Two Hundredths (308.72) feet; thence deflecting left 91°25'06" and running northerly, a distance of One Hundred Twenty Nine and Two Tenths (129.20) feet to a point on the north line of said Northwest Quarter (NW1/4); thence deflecting left 87°43'38" and running westerly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of One Thousand Nine Hundred Forty Five and Twenty Four Hundredths (1,945.24) feet to the northwest corner of said Northwest Quarter (NW1/4); thence deflecting left 90°04'19" and running southerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Five and Two Tenths (2,645.20) feet to the northwest corner of said Southwest Quarter (SW1/4); thence deflecting left 00°00'34" and running southerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Forty Five and Twenty Six Hundredths (2,645.26) feet to the southwest corner of said Southwest Quarter (SW1/4); thence deflecting left 89°51'03" and running easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Forty Four and Nine Tenths (2,644.90) feet to the southwest corner of said Southeast Quarter (SE1/4); thence deflecting right 00°05'09" and running easterly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of Two Thousand Six Hundred Thirty Seven and Seventeen Hundredths (2,637.17) feet to the ACTUAL point of beginning, excepting therefrom, a parcel situated 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 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 Eight Hundred Thirty Three and Fifteen Hundredths (833.15) feet; thence deflecting right 110°53'11" and running northeasterly, a distance of Two Hundred Sixty Five and Thirty Six Hundredths (265.36) feet; to the ACTUAL point of beginning; thence continuing northeasterly, along and upon the previously described course, a distance of One Hundred and Three Tenths (100.30) feet; thence deflecting left 90°00'00" and running northwesterly, a distance of Two Hundred Thirty Eight and Three Tenths (238.30) feet; thence deflecting left 90°00'00" and running southwesterly, a distance of One Hundred and Three Tenths (100.30) feet; thence deflecting left 90°00'00" and running southeasterly, a distance of Two Hundred Thirty Eight and Three Tenths (238.30) feet to the ACTUAL point of beginning and containing 0.548 acres, more or less.

said tract, less exception, containing 339.628 acres, more or less, of which 15.346 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. 557



- INDICATES PK NAIL WITH METAL DISK FOUND IN ASPH. PAVEMENT, (DISK IS STAMPED 'L S 337')
  - 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')
- R1 - RECORDED DISTANCE ON LEGAL DESCRIPTIONS FOR ALDA ROAD RIGHT OF WAY  
 R2 - RECORDED DISTANCE AND/OR ANGLE ON SURVEYS OF TRACTS NO. 37C AND NO. 37D, BY LEE D. WAGNER, L. S. NO. 557, DATED JANUARY 30, 2007  
 A - ACTUAL DISTANCE AND/OR ANGLE  
 (C) - CHORD DISTANCE  
 (L) - ARC DISTANCE (LENGTH OF CURVE)

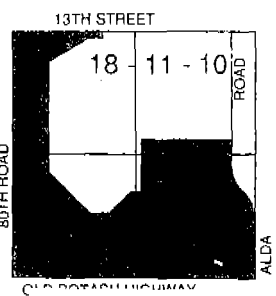
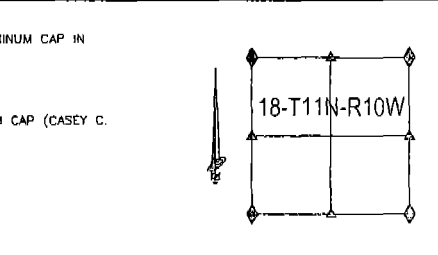
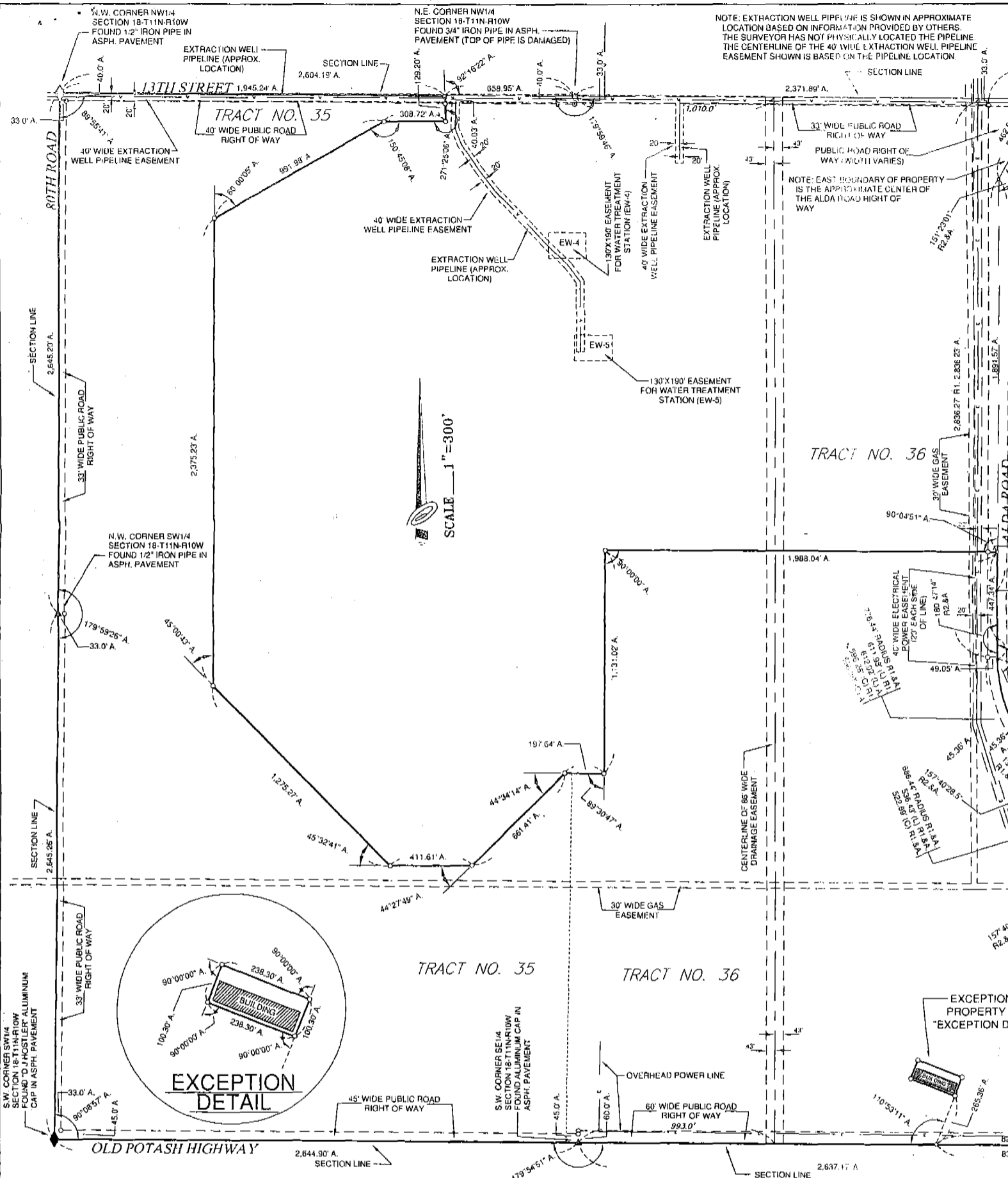


EXHIBIT A2



**TRACT NO. 35 AND THE UNCONTAMINATED PORTION OF TRACT NO. 36 (EXCLUDING BUILDING I-4 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 18-T11N-R10W OF THE 8TH P.M., HALL COUNTY, NEBRASKA		CAP 35 38.0m 03-07-2008 L.W.
LAND SURVEY		
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8466 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		



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.

NOTE: EAST BOUNDARY OF PROPERTY IS THE APPROXIMATE CENTER OF THE ALDA ROAD RIGHT OF WAY

SCALE 1" = 300'

**CORNER TIES - SECTION 18-T11N-R10W**

<p><b>N.E. CORNER NE1/4 - FOUND ALUMINUM CAP IN ASPH. PAVEMENT</b>                  74.45' N.W. TO NAIL IN POWER POLE                  40.00' S. TO 1/2" IRON PIPE                  56.56' S.E. TO 1/2" IRON PIPE</p> <p><b>N.E. CORNER NW1/4 - FOUND 3/4" IRON PIPE IN ASPH. PAVEMENT (TOP OF PIPE IS DAMAGED)</b>                  96.24' N.W. TO NAIL IN 28" TREE                  101.19' N.N.W. TO NEAR FACE OF SECURITY CHAIN LINK FENCE CORNER POST                  124.36' N.E. TO NEAR FACE OF EAST SECURITY CHAIN LINK FENCE GATE POST</p> <p><b>N.W. CORNER NW1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT</b>                  56.50' 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</p>	<p><b>N.W. CORNER SW1/4 - FOUND 1/2" PIPE IN ASPH. PAVEMENT</b>                  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</p> <p><b>S.W. CORNER SW1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT</b>                  55.98' N.W. TO 1/2" IRON PIPE                  55.73' N.E. TO 1/2" IRON PIPE                  89.49' S.W. TO NAIL IN POWER POLE</p> <p><b>S.W. CORNER SE1/4 - FOUND ALUMINUM CAP IN ASPH. PAVEMENT</b>                  98.42' N.W. TO NAIL IN 30" TREE                  158.65' S.W. TO NAIL IN POWER POLE                  112.01' S.E. TO NAIL IN POWER POLE</p>	<p><b>S.E. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT</b>                  79.39' N.W. TO NAIL IN POWER POLE                  85.33' S.W. TO NAIL IN POWER POLE                  76.76' N.W. TO 1/2" IRON PIPE</p> <p><b>S.E. CORNER NE1/4 - FOUND "L S 836" ALUMINUM CAP (CASEY C. SHERLOCK)</b>                  61.08' N.W. TO NAIL IN FENCE BRACE POST                  61.26' S.E. TO NAIL IN POWER POLE                  48.49' N.E. TO TOP CENTER OF FIRE HYDRANT</p>
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STATE OF NEBRASKA )  
COUNTY OF HALL ) S.S

2013 DEC 19 PM 4 08

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

*C*  
~~40.00~~  
CHECK 5933.35

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

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date *12-19-2013*  
\$ *5933.25* By *MLC*



201309831

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):

*C*  
*40.00*

(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, (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 (iv) the Quitclaim Deed dated August 5, 2008 and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809100 (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

G.I. Abstract



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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.

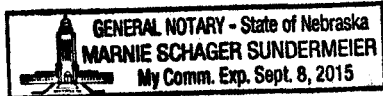
Executed December 18, 2013.

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

By: *Randy Gard*  
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.



*Marnie Schager Sundermeier*  
Notary Public

**Exhibit A****LEGAL DESCRIPTION**

Parcel 1: A tract of land comprising all of the Northwest Quarter (NW1/4), a part of the Northeast Quarter (NE1/4), a part of the Southeast Quarter (SE1/4), and a part of the Southwest Quarter (SW1/4), all being in Section Eighteen (18), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter (NW1/4); thence running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Four and Twenty Six Hundredths (2,604.26) feet to the northeast corner of said Northwest Quarter (NW1/4); thence deflecting right  $00^{\circ} 00' 28''$  and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of One Hundred Fifty Nine and Forty Four Hundredths (159.44) feet; thence deflecting right  $89^{\circ} 51' 00''$  and running southerly, a distance of Four Thousand Seven Hundred Six and Forty Six Hundredths (4,706.46) feet to a point, said point being Forty (40.0) feet north of (measured perpendicular to) the centerline of an existing railroad track; thence deflecting right  $90^{\circ} 01' 46''$  and running westerly, parallel with and forty (40.0) feet north of (measured perpendicular to) said railroad track centerline, a distance of Two Thousand Seven Hundred Sixty Eight and Ninety Four Hundredths (2,768.94) feet to a point on the west line of said Southwest Quarter (SW1/4), said point being Five Hundred Seventy Eight and Eighty Four Hundredths (578.84) feet north of the southwest corner of said Southwest Quarter (SW1/4); thence deflecting right  $90^{\circ} 01' 44''$  and running northerly, along and upon the west line of said Southwest Quarter (SW1/4), a distance of Two Thousand Sixty Six and Fifty One Hundredths (2,066.51) feet to the southwest corner of said Northwest Quarter (NW1/4); thence deflecting right  $00^{\circ} 00' 40''$  and running northerly, along and upon the west line of said Northwest Quarter (NW1/4), a distance of Two Thousand Six Hundred Forty Five and Forty One Hundredths (2,645.41) feet to the point of beginning.

Parcel 2: A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of said Southeast Quarter (SE1/4); thence running easterly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand One Hundred Thirty One and Seventy Three Hundredths (1,131.73) feet to a point which is, Forty

(40.0) feet west of (measured perpendicular to) the centerline of an existing north-south railroad track; thence deflecting left  $90^{\circ} 27' 36''$  and running northerly, parallel with and Forty (40.0) feet west of (measured perpendicular to) said existing north-south railroad track centerline, a distance of One Hundred Six and Ninety Five Hundredths (106.95) feet to a point of curvature; thence running northeasterly, along and upon the arc of a curve to the right whose radius is 620 foot, said curve being Forty (40.0) feet northwest of (measured radial to) the centerline of an existing railroad track curve to the right, a distance of Seven Hundred Ten and Seventy Seven Hundredths (710.77) feet (long chord = 672.48', long chord deflecting right  $32^{\circ} 50' 26''$  from the previously described course) to a point which is, fifteen (15.0) feet south of (measured perpendicular to) the centerline of an existing east-west railroad tract; thence deflecting left  $122^{\circ} 50' 32''$  from the chord of the previously described curve and running westerly, parallel with and fifteen (15.0) feet south of (measured perpendicular to) said existing east-west railroad track centerline, a distance of One Thousand Nine Hundred Thirty Five and Seventy Three Hundredths (1,935.73) feet; thence deflecting left  $89^{\circ} 58' 26''$  and running southerly, a distance of Six Hundred Fifty Nine and Twenty Nine Hundredths (659.29) feet to a point on the south line of said Southwest Quarter (SW1/4); thence deflecting left  $89^{\circ} 33' 52''$  and running easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Four Hundred Thirty Nine and Sixty five Hundredths (439.65) feet to the point of beginning.

Parcel 3: A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., and a part of the Southeast Quarter (SE1/4) of Section Twelve (12), 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 southwest corner of the Southeast Quarter (SE1/4) of said Section Seven (7); thence running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Seven (7), a distance of Eight and Twenty Five Hundredths (8.25) feet to the southwest corner of the Waste Water Treatment Plant property; thence deflecting left  $89^{\circ} 43' 43''$  and running northerly, along and upon the westerly boundary of said Waste Water Treatment property, a distance of Six Hundred Eighty Nine and Thirty Eight Hundredths (689.38) feet to a point, said point being Fifteen (15.0) feet south of (measured perpendicular to) the centerline of an existing east-west railroad track; thence deflecting left  $90^{\circ} 23' 51''$  and running westerly, parallel with and Fifteen (15.0) feet south of (measured perpendicular to) said existing east-west railroad tract centerline, a distance of Two Thousand Six Hundred Seventeen and Thirty Four Hundredths (2,617.34) feet to a point on the east line of the Southeast Quarter (SE1/4) of said Section Twelve (12); thence deflecting

left 00° 00' 00" and running westerly, along and upon the previously described course, a distance of Eight Hundred Seventy Three and Two Hundredths (873.02) feet; thence deflecting left 90° 00' 00" and running southerly, a distance of Twenty Five (25.0) feet to a point, said point being Forty (40.0) feet south of (measured perpendicular to) said existing east-west railroad track centerline, and Forty (40.0) feet south of (measured radial to) the centerline of an existing railroad track curve to the left; thence running southwesterly, along and upon the arc of a curve to the left whose radius is 540 foot, said curve being Forty (40.0) feet southeast of (measured radial to) said existing railroad track centerline curve to the left, a distance of Eight Hundred Forty Eight and Twenty Five Hundredths (848.25) feet (long chord = 763.69', long chord deflecting right 45° 00' 03" from the previous described course) to a point of tangency; thence deflecting left 44° 59' 57" from the chord of the previously described curve and running southerly, parallel with and Forty (40.0) feet east of (measured perpendicular to) the centerline of an existing north-south railroad track, a distance of One Hundred Seven and Fifty Nine Hundredths (107.59) feet to a point on the south line of the Southeast Quarter (SE1/4) of said Section Twelve (12); thence deflecting left 89° 32' 24" and running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Twelve (12), a distance of One Thousand Four Hundred Thirteen and Fourteen Hundredths (1,413.14) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Seven (7); thence deflecting left 00° 20' 36" and running easterly, along and upon the south line of the Southwest Quarter of said Section Seven (7), a distance of Two Thousand Six Hundred Four and Twenty Six Hundredths (2,604.26) feet to the point of beginning.

Parcel 4: A tract of land comprising a part of the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter (SW1/4); thence running easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Eleven and Twenty Eight Hundredths (2,611.28) feet to a point on the approximate centerline of an existing road; thence deflecting left 90° 17' 36" and running northerly, along and upon said approximate existing road centerline, a distance of Five Hundred Six and Ninety Nine Hundredths (506.99) feet to a point, said point being (40.0) feet south of (measured perpendicular to) the centerline of existing railroad track; thence deflecting right left 89° 53' 07" and running westerly, parallel with and forty (40.0) feet south of (measured perpendicular to) said existing railroad track centerline, a distance of Two Thousand Six Hundred Ten (2,610.0) feet to a point on the west line of said Southwest Quarter (SW1/4); thence deflecting left 89° 58' 16" and running southerly, along and upon the west

**201309831**

line of said Southwest Quarter (SW1/4), a distance of Four Hundred  
Ninety Eight and Eighty Four Hundredths (498.84) feet to the point of  
beginning.