

0200809097

ENTERED AS INSTRUMENT NO

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2008 OCT 30 PM 3 07

*Kathy Brasec*  
REG. OF DEEDS

*CASH 161.00*  
CHECK \_\_\_\_\_

REFUNDS:  
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NEBRASKA DOCUMENTARY
STAMP TAX
Date <i>10-30-08</i>
* Exempt by <i>MIN</i>

**G.I. ABSTRACT**



200809097

**Cornhusker Army Ammunition Plant (CHAAP)  
Hall County, Nebraska**

**Parts of Acquisition Tract Nos. 45, 46, 47, 48, 51, 52, 53, 54 and 56  
Parts of Land Management Tract Nos. 34 and 36, East Half of Tract 61  
and West Half of Tract 62**

*161.00*

**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 the **Grand Island Area Economic Development Corporation, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal office located at The Downtown Center, 308 North Locust, Suite 400, Grand Island, Nebraska 68802-1151**, hereinafter referred to as "Grantee."

**WITNESSETH:**

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

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

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

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

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

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

**I. CONVEYANCE**

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Eight Hundred Eighty Four Thousand Eight Hundred and No/100 Dollars (\$884,800.00), 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:

LOAD LINE 2 (West Half of Tract 62) and the Adjoining Portion of Tract 36 that Overlies the Contaminated Groundwater Plume:

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 261.041 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.

LOAD LINE 3 (East Half of Tract 61) and the Adjoining Portion of Tract 34 that Overlies the Contaminated Groundwater Plume:

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 160.309 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 Government extraction wells (Well Houses EW-4 and EW-5 located on Load Line 2 and EW-3 located on Load Line 3) and associated extraction water lines (hereinafter "facilities") over, across, in and upon said Property at the location shown in Exhibits "A1" and "A2", connecting said facilities to the Government Pump and Treatment Plant located in Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, together with access to the facilities for operation, monitoring and/or maintenance purposes. The Grantee, its successors and assigns shall allow ingress and egress across said Property for the purpose of transporting any and all equipment necessary to accomplish the same.

**RESERVING**, however, to the Grantor, its successors and assigns, ownership and exclusive use of the existing monitoring wells (G0019, G0020, G0047, G0066, PZ009, PZ010, PZ011, PZ012, PZ013 and PZ014 on Load Line 2 and the adjoining portion of Tract 36; and G0017, G0045 and G0046 on Load Line 3 and the adjoining portion of 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.

**RESERVING**, however, to the Grantor and its assigns a perpetual and assignable right, power, and easement in, upon, over and across the above described Property as follows: no new water wells shall be constructed and maintained on the land for domestic purposes; no existing water wells shall be utilized on the land for domestic purposes; and no ground water shall be used for domestic purposes. Domestic purposes include human consumption, sanitation, bathing, cooking, laundering, and swimming. Domestic purposes do not include crop irrigation, watering of livestock, and fire control. Ground water means that water which occurs in or moves, seeps, filters, or percolates through ground under the surface of the land. Grantor and its assigns also reserve a perpetual right of access to any and all portions of the above described real Property for the purposes of monitoring compliance with and enforcing said easement, including the right, at the sole expense of the Grantee, its successors and assigns, to close and decommission any water wells being constructed, maintained, or utilized on the land for domestic purposes and to disconnect and remove any related pumping equipment, piping and utilities. Grantor and its assigns shall have the right to enforce said easement in any court of competent jurisdiction. In the event that explosive contamination in the groundwater, as identified in the Record of Decision, is attenuated to less than the cleanup levels established in Table 1 of the final revised Operable Unit 1 Record of Decision Amendment signed on 28 September 2001, or any later amendments to this Record of Decision, the underlying fee owner(s) may file a written application with the U.S. Army Corps of Engineers, Omaha District, Real Estate Division, Omaha, Nebraska, for a written release of said easement. A copy of this

application shall be furnished to the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality. Said release will be issued to the underlying fee owner(s) only in the event that the Army Corps of Engineers, in its sole discretion, gives its approval. In the event such a release is issued, the underlying fee owner(s) will bear all costs of recording the release in the local county records.

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

2. Department of the Army Lease No. DACA45-1-01-6039 (Tract 36) 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. Land Use Restrictions**

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

**1. Commercial/Industrial/Agricultural Use Restrictions**

(a) The Grantee covenants for itself, its successors and assigns, that the Property shall be used solely for commercial/industrial/agricultural purposes and not for residential purposes, the Property having been remediated only for commercial/industrial/agricultural uses. Commercial, Industrial and Agricultural uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels and retail activities. Residential use includes, but is not limited to, housing, day care facilities, and schools (excluding education and training programs for persons over 18 years of age) and assisted living facilities.

(b) Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential use of the Property. Any additional remediation will be at no additional cost to the Grantor and with the Grantor's prior written consent. Consent may be conditioned upon such terms and conditions as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow residential use of the Property and upon the Grantee's obtaining the approval of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency (EPA) and the Nebraska Department of Environmental Quality (NDEQ) and, if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of Nebraska, Hall County, as this deed, a Partial Release of Covenant. Grantee shall bear the cost of recording and reasonable administrative fees.

**2. Enforcement**

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

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

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

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

### 3. Submissions

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

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

#### **d. Notice of the Presence of Asbestos and Covenant**

1. The Grantee is hereby informed and does acknowledge that asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property does contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain asbestos or ACM. The Occupational Safety and Health Administration



(OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

2. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary in, on, or under the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

**e. 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.

**f. 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.

**g. Notice of Underground Storage Tank**

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

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

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

2. The Property (specifically Load Lines 2 and 3 ) were previously used as load, assemble and pack (LAP) facilities for the production of artillery shells, mines, bombs, and rockets. The following munitions responses were conducted.

(a) In 2001-2003, thermal decomposition and demolition of the buildings that remained at the load lines was performed. Following demolition of the buildings, the soil under the former building locations was tested to determine if the explosives content of the soil exceeded 10% (levels above this are considered explosive safety hazards). Any soil exceeding this level was remediated.

(b) In 2004 and 2005, geophysical investigations of Load Lines 2 and 3 were conducted, as part of activities designed to certify the load line properties safe for transfer. The purpose of these investigations was to locate potential buried MEC items at the load lines. The investigations were conducted at areas outside the building footprints. Following geophysical mapping of anomalies, intrusive investigation of the anomalies was conducted. At Load Line 2, a total of 1,243 anomalies were dug, the majority of which were buried metal objects related to railroad, farming or construction activities. A burial pit with asbestos-containing material was located during the Load Line 2 investigation and left in place since asbestos removal was not in the scope of the MEC contract. See also Subparagraph e. below. At Load Line 3, a total of 1,927 anomalies were dug, the majority of which were buried metal objects related to railroad, farming, or construction activities.

(c) In 2005, the boiler houses on Load Lines 2 and 3 were demolished. Prior to beginning this work, building materials in the boiler houses were tested to ensure that no explosive residue or contamination was present. These tests were all negative for explosives.

After the boiler houses were demolished, the soil beneath the boiler house footprints was also tested for the presence of explosives. Again, all tests were negative.

(d) Work to remove buried asbestos-cement sewer lines on Load Lines 2 and 3 was conducted in March through May of 2006. The sewer lines were properly removed and disposed of in accordance with applicable regulations and in accordance with the approved Explosive Safety Submission (ESS). After sewer removal, limited subsurface screening of soils under the sewers was performed to confirm that the explosives content of the soil was not greater than 10% by concentration. All but one of the samples for Load Line 2 resulted in a level of less than 0.001% total explosives. The single sample detection that exceeded this level for Load Line 2 contained a level of 0.0015%. The majority of the samples for Load Line 3 resulted in a level of less than 0.001% total explosives, with the highest result being 0.0024% total explosives. Because these results were far below the value that is considered an explosive safety hazard (greater than 10% explosives), the soils beneath the sewer lines were left in place.

(e) The buried debris area containing some ACM on Load Line 2 that was discovered as part of the geophysical investigation was excavated and removed in June and July of 2006. The purpose of this removal project was also to remove any buried MEC that might be associated with the debris area and to obtain 5X certification for this portion of Load Line 2. The excavated soils and waste materials were inspected for MEC and verification samples were collected and analyzed. No MEC was discovered during the Load Line 2 investigation. The majority of Load Line 2 was covered under the 5X certification dated March 2005, while the former debris pit on Load Line 2 was included under the 5X certification dated January 10, 2007. The Load Line 3 buildings received 5X certification on 2 November 2004 after demolition and thermal decomposition. The remainder of the Load Line 3 Property was cleared for the presence of MEC through the geophysical and anomaly investigation in 2005. Although a certificate of 5X clearance was not provided for the remainder of the Load Line 3 Property, all work necessary to ensure that the Property has been cleared of MEC has been performed. Copies of the 5X certifications for Load Line 2 and for the Load Line 3 buildings are provided herewith. A summary of MEC discovered on the Property is provided in Exhibit "C," attached hereto and made a part hereof.

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

#### 4. Easement and Access Rights.

(a) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions

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

(b) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

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

5. The Grantee acknowledges receipt of the Statement of MEC Removal, which includes the 5X certificates applicable to this Property. The Grantee also acknowledges that it has been provided access to complete Load Lines 2 and 3 MEC removal reports, including the *2005 Final Report Thermal Decomposition, Demolition and 5X Certification of Load Line 2* (MKM Engineers, Inc.), the *2007 Final Report 5X Certification at Load Lines 1 and 2, Asbestos-Containing Material Removal Project* (URS Corporation), and the *2004 Thermal Decomposition and Demolition of Load Line 3* (MKM Engineers, Inc.), through the site repository located at 102 North 60th Road, Grand Island, Nebraska.

## 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 affects any portion of the property interest(s) hereinabove described.

g. Installation Commander agreements, whether or not of record or otherwise approved in writing by Grantee.

## **VI. MISCELLANEOUS GRANTEE COVENANTS**

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described

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

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

b. The Grantee, its successors and assigns, shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license.

## **VII. AGREEMENTS, NOTICES, AND CONDITIONS**

### **a. Anti-Deficiency Act Clause**

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

### **b. Notice of Wetlands**

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

## **VIII. NO WAIVER**

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such notices, covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its

successors and assigns, with respect to such future performance shall continue in full force and effect.

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

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

**IN WITNESS WHEREOF**, the GRANTOR has caused this Deed to be executed in its name by the 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  
JOSEPH F. CALCARA  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA (I&E)

**ACKNOWLEDGEMENT**

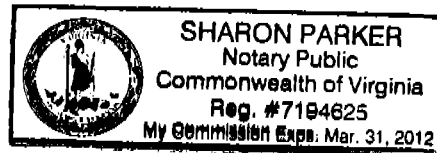
COMMONWEALTH OF VIRGINIA   )  
  )ss  
COUNTY OF ARLINGTON     )

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.

Sharon Parker 5 August 2008  
Notary Public

Notary Registration No. \_\_\_\_\_

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



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: Marden 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 Marden Ferguson.

[Signature]  
Notary Public

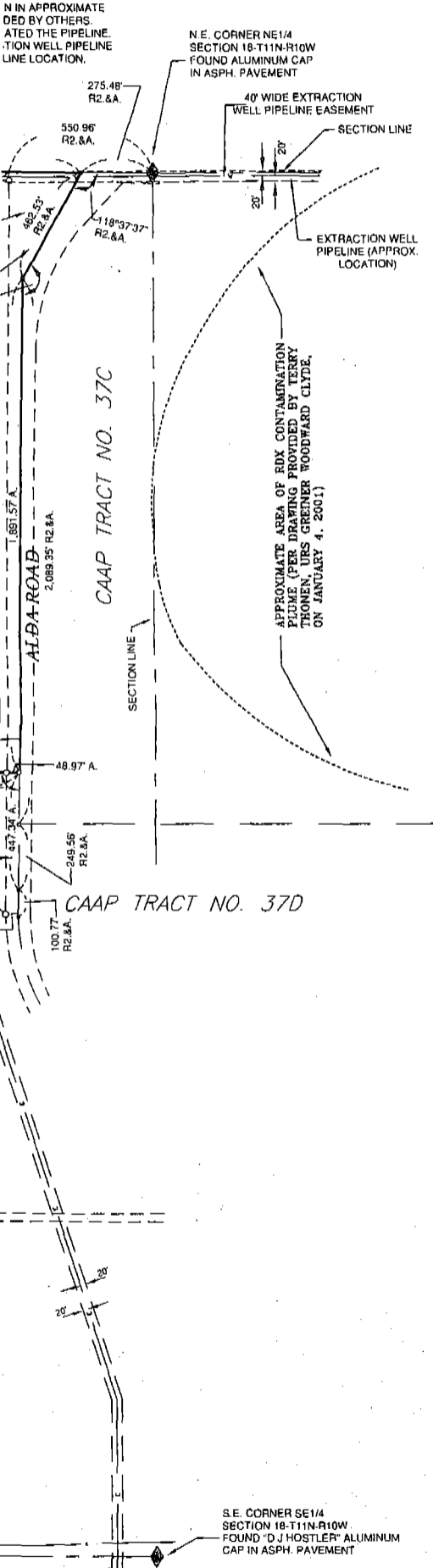


My commission expires: \_\_\_\_\_

- Exhibit A1 – Survey Drawing
- Exhibit A2 – Survey Drawing
- Exhibit B – Notice of Hazardous Materials
- Exhibit C – MEC Notice



200809097



**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 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 Hundred Seventy Five and Forty Eight Hundredths (275.48) feet to the ACTUAL point of beginning, said point also being on the approximate center of the Alda Road right of way, and also being the northwest corner of a parcel referred to as "TRACT NO. 37C" on a survey dated January 30, 2007, by Lee D. Wagner, L. S. No. 557; thence deflecting left 61°22'23" and running southwesterly, along and upon said approximate center of the Alda Road right of way, and also being along and upon a northwest line of said "TRACT NO. 37C", a distance of Four Hundred Sixty Two and Fifty Three Hundredths (462.53) feet to a corner of said "TRACT NO. 37C"; thence deflecting left 28°36'59" and running southerly, along and upon said approximate center of the Alda Road right of way, and also being and along and upon the west line of said "TRACT NO. 37C", a distance of One Thousand Eight Hundred Ninety One and Fifty Seven Hundredths (1,891.57) feet; thence deflecting right 89°55'09" 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 of 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 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 right 92°16'22" and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of Six Hundred Fifty Eight and Ninety Five Hundredths (658.95) feet to the northwest corner of said Northeast Quarter (NE1/4); thence deflecting right 00°00'14" and running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of Two Thousand Three Hundred Seventy One and Eighty Nine Hundredths (2,371.89) feet to the point of beginning and containing 261.041 acres, more or less, of which, 5.939 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 557).
- - 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).

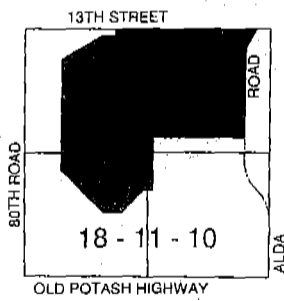
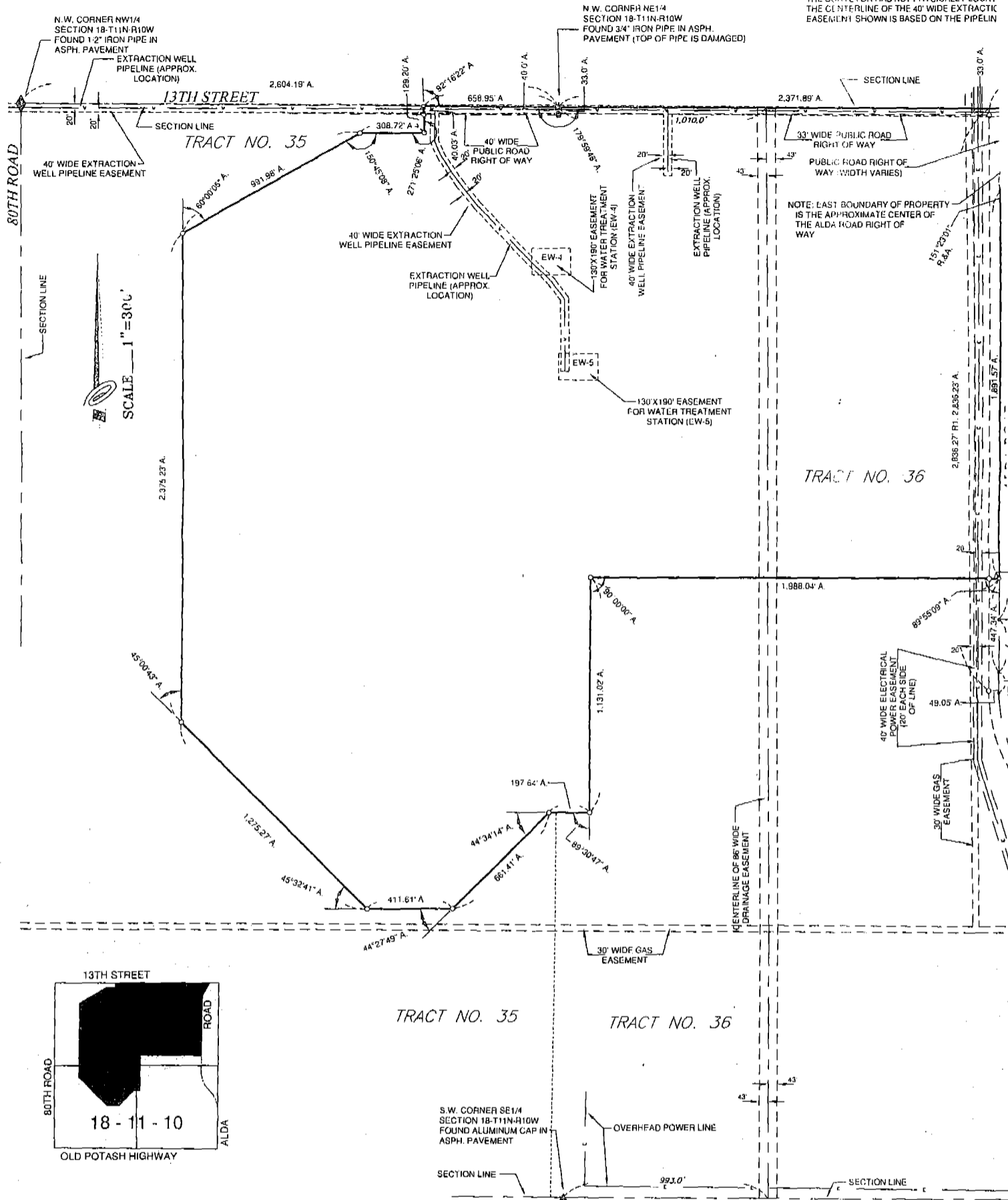
R1 = RECORDED DISTANCE ON LEGAL DESCRIPTIONS FOR ALDA ROAD RIGHT OF WAY  
 R2 = RECORDED DISTANCE AND/OR ANGLE ON SURVEYS OF TRACTS NO. 37C AND NO. 37D, BY LEE D. WAGNER, L. S. NO. 557, DATED JANUARY 30, 2007  
 A = ACTUAL DISTANCE AND/OR ANGLE

**LOAD LINE 2 WITH THE ADJOINING PORTION OF LAND TRACT 36 THAT OVERLIES THE MODELED CONTAMINATED GROUNDWATER PLUME**

EXHIBIT A1

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 6TH P.M., HALL COUNTY, NEBRASKA		CMP Local Use 24a
LAND SURVEY		02-25-2008
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 882-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		L.W.

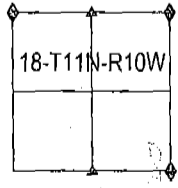
NOTE: EXTRACTION WELL PIPELINE IS SHOWN IN LOCATION BASED ON INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE CENTERLINE OF THE 40' WIDE EXTRACTION EASEMENT. THE SHOWN IS BASED ON THE PIPELINE

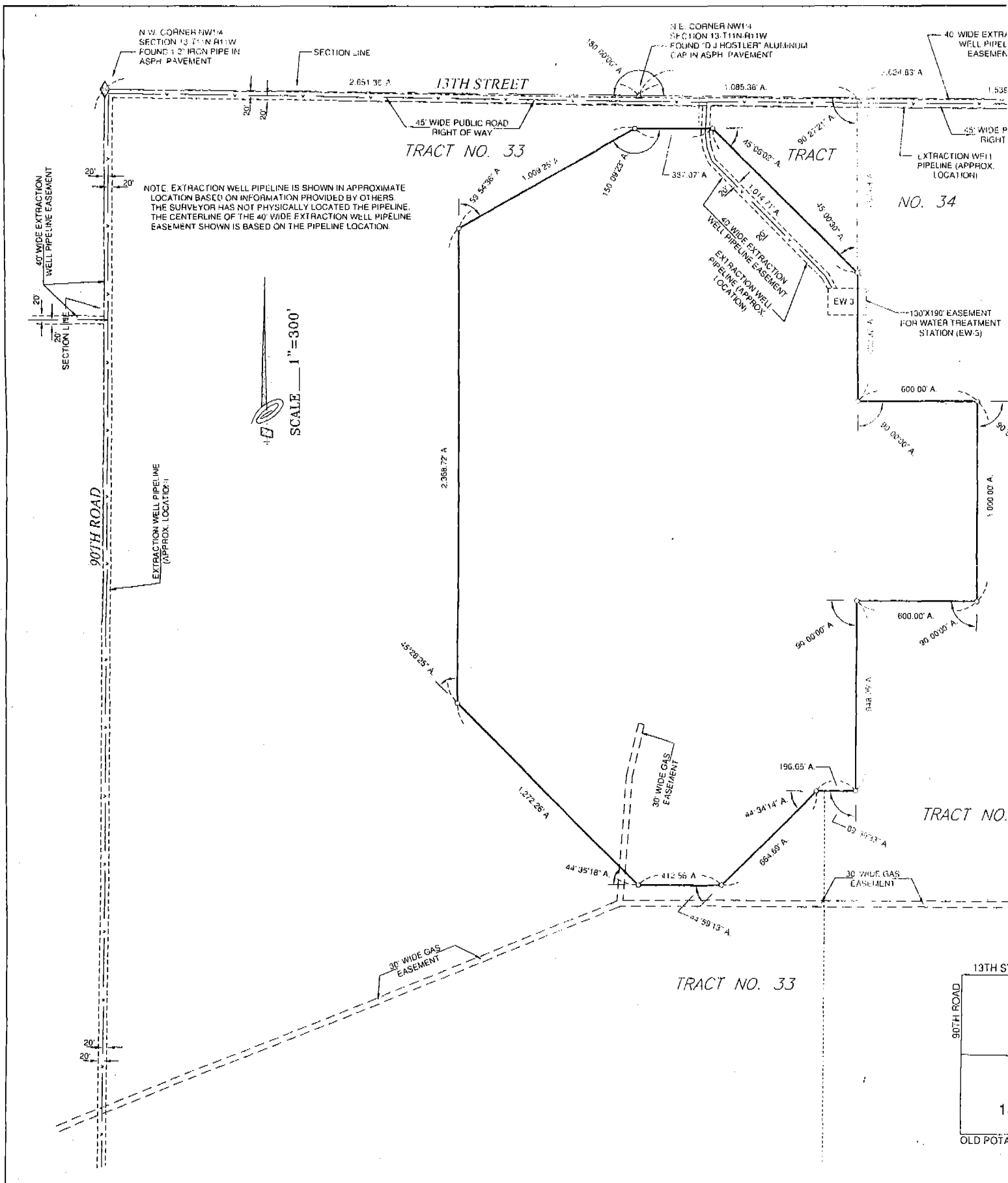


**CORNER TIES - SECTION 18-T11N-R10W**

- N.E. CORNER NE1/4 - 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
- N.W. CORNER NE1/4 - FOUND 3/4" IRON PIPE IN ASPH. PAVEMENT (TOP OF PIPE IS DAMAGED)  
86.24' 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

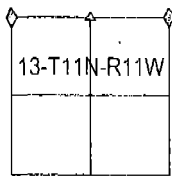
- N.W. CORNER NW1/4 - FOUND 1/2" IRON PIPE IN ASPH. PAVEMENT  
56.50' N.E. TO 1/2" IRON PIPE  
55.81' S.W. TO 1/2" IRON PIPE  
56.50' N.E. TO 1/2" IRON PIPE
- S.W. CORNER SE1/4 - FOUND ALUMINUM CAP IN ASPH. PAVEMENT  
96.42' N.W. TO NAIL IN 30" TREE  
158.65' S.W. TO NAIL IN POWER POLE  
112.01' S.E. TO NAIL IN POWER POLE
- S.E. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT  
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



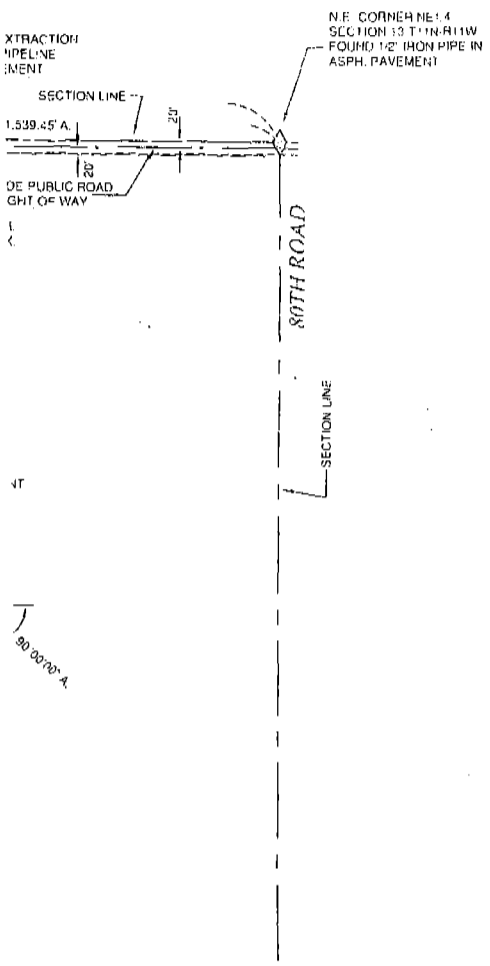


**CORNER TIES - SECTION 13-T11N-R11W**

- N.E. CORNER NE1/4 - 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
- N.E. CORNER NW1/4 - 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
- 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.



200809097



**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:

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 southwesterly, 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 northwesterly, 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.

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

A = ACTUAL DISTANCE AND/OR ANGLE

34

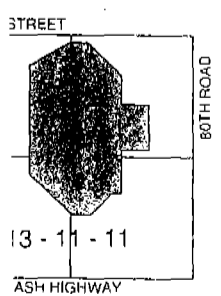


EXHIBIT A2

**LOAD LINE 3 WITH THE ADJOINING PORTION OF LAND TRACT 34 THAT OVERLIES THE MODELED CONTAMINATED GROUNDWATER PLUME**

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		CAP Log Use 30mg 03-04-2008 L.T.
LAND SURVEY		
BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 382-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339		CAP Log Use 30mg 03-04-2008 L.T.

## Exhibit "B"

Table 2

**Notification of Hazardous Substance Storage, Release, or Disposal  
Load Line 2 and adjacent part of Tract 36 overlying groundwater plume  
Load Line 3 and adjacent part of Tract 34 overlying groundwater plume**

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D)	Date of Storage, Release, or Disposal	Remedial Actions
<p><b>Load Line 2 Adjacent part of Tract 36 overlying plume</b> Approximately 261 acres of land</p>	<p>Explosive-contaminated waste, and residues including: 2,4,6-trinitrotoluene (2,4,6-TNT) Cyclotetra-methylene-tetranitramine (HMX) hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX) (S) (R) (D)</p> <p>Explosives breakdown products include: 1,3,5-trinitrobenzene (1,3,5-TNB), 2-amino-4,6-dinitrotoluene (2-Am-4,6-DNT), 4-amino-2,6-dinitrotoluene (4-Am-2,6-DNT), 2,4-dinitrotoluene (2,4-DNT), and mono-nitroso-RDX (MNX) (R)</p> <p>Asbestos (D)</p>	<p>1942-45 1950-57 1965-73</p> <p>Unknown</p>	<p>There were no production operations and there is no known soil contamination on the property outside the fenced boundary of Load Line 2.</p> <p>Remediation of explosives-contaminated soil associated with Load Line 2 has occurred during multiple remediation projects in 1987-88, 1994, 2001-2003, and 2006. All contaminated soil that was determined to exceed industrial risk soil remediation levels has been removed from former Load Line 2.</p> <p>A portion of Load Line 2 and an adjacent portion of Tract 36 overlie a plume of groundwater contamination. Groundwater contaminated with explosives is being remediated through a pump and treatment plant. Operation of the groundwater pump and treatment plant is expected to continue for some years into the future and will not be discontinued until regulatory approval to do so is requested and received. Annual groundwater monitoring and evaluation also continue.</p> <p>In an effort to more quickly reduce OU1 groundwater contaminant levels, a project involving subsurface injection of groundwater amendments began in December 2006 and is ongoing. The project involves pumping amendment solution under pressure into the aquifer through direct push rods. Temporary monitoring wells are installed for performance monitoring at selected locations. Four months after injection activities are conducted, ground-water samples are obtained from the temporary monitoring wells and analyzed to determine the effects of the groundwater injection. The temporary monitoring wells are then abandoned.</p> <p>The buried debris areas that were discovered on Load Line 2 as part of the MEC geophysical investigation contained some asbestos-containing material (ACM), along with other debris such as burned wood, bricks, metal cans and glass. These debris areas were excavated to a minimum depth of 4 feet and the ACM properly removed and disposed of in June and July of 2006. The debris remaining in the buried debris areas contains less than 1% of ACM by volume. U.S. EPA defines asbestos-containing materials as materials containing greater than 1 percent asbestos. All known buried asbestos debris areas have been properly removed and disposed of and the remaining ACM does not currently pose a hazard to human health or the environment.</p>

## Exhibit "B"

Table 2

**Notification of Hazardous Substance Storage, Release, or Disposal  
Load Line 2 and adjacent part of Tract 36 overlying groundwater plume  
Load Line 3 and adjacent part of Tract 34 overlying groundwater plume**

Property Description	Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D)	Date of Storage, Release, or Disposal	Remedial Actions
<p>Load Line 3</p> <p>Adjacent part of Tract 34 overlying plume</p> <p>Approximately 160 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)</p> <p>(S) (R) (D)</p> <p>Explosives breakdown products include:</p> <p>1,3,5-trinitrobenzene (1,3,5-TNB), 2-amino-4,6-dinitrotoluene (2-Am-4,6-DNT), and 4-amino-2,6-dinitrotoluene (4-Am-2,6-DNT) (R)</p>	<p>1942-45</p> <p>1950-57</p> <p>1965-73</p>	<p>There were no production operations and there is no known soil contamination on the property outside the fenced boundary of Load Line 3.</p> <p>Remediation of explosives-contaminated soil associated with Load Line 3 has occurred during multiple remediation projects in 1987-88, 1994, 2001-2003, and 2006. All contaminated soil that was determined to exceed industrial risk soil remediation levels has been removed from former Load Line 3.</p> <p>A portion of Load Line 3 and an adjacent portion of Tract 34 overlie a plume of groundwater contamination. Groundwater contaminated with explosives is being remediated through a pump and treatment plant.</p> <p>Operation of the groundwater pump and treatment plant is expected to continue for some years into the future and will not be discontinued until regulatory approval to do so is requested and received. Annual groundwater monitoring and evaluation also continue.</p> <p>In an effort to more quickly reduce OUI groundwater contaminant levels, a project involving subsurface injection of groundwater amendments began in December 2006 and is ongoing. The project involves pumping amendment solution under pressure into the aquifer through direct push rods. Temporary monitoring wells are installed for performance monitoring at selected locations. Four months after injection activities are conducted, groundwater samples are obtained from the temporary monitoring wells and analyzed to determine the effects of the groundwater injection. The temporary monitoring wells are then abandoned.</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.

## EXHIBIT "C"

Table 4 – Notifications of Munitions and Explosives of Concern (MEC)\*

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
Load Line 2	Munitions Constituents (MC)	1942-45 1950-57 1965-73	The load line buildings were used for the production of military munitions and were determined to have MC (residual explosives) present in high enough concentrations to present an explosives hazard. In August of 2003, the buildings were burned per a DDESB-approved ESS.  Soil under the former building sites was sampled for explosives. Soil containing greater than 10% by weight explosives was remediated.
Load Line 3	Munitions Constituents (MC)	1942-45 1950-57 1965-73	The load line buildings were used for the production of military munitions and were determined to have MC (residual explosives) present in high enough concentrations to present an explosives hazard. In January of 2004, the buildings were burned per a DDESB-approved ESS.  Soil under the former building sites was sampled for explosives. Soil containing greater than 10% by weight explosives was remediated.
*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.			

## 4 Encls

1. Letter, MKM Engineers, Inc., dated March 2005, Subject: 5X Certification of Load Line 2 at Cornhusker Army Ammunition Plant, Grand Island, Nebraska.
2. Letter, MKM Engineers, Inc., dated 2 November 2004, Subject: 5X Certification of Buildings within Load Line 3 at Cornhusker Army Ammunition Plant, Grand Island, Nebraska.
3. Letter, URS Group, Inc., dated 10 January 2007, Subject: 5X Certification at Load Lines 1 and 2, Asbestos-Containing Material Removal Project, Cornhusker Army Ammunition Plant, Grand Island, Nebraska. Contract W9128F-04-D-0001. Delivery Order 0039.
4. Letter, PIKA International, Inc., dated 19 October 2005, Subject: 5X Certification of Land Parcel within Load Line 3 at Cornhusker Army Ammunition Plant, Grand Island, Nebraska.



## MKM Engineers, Inc.

*Safe, Quality Work Performed With Pride*

March, 2005

To: U.S. Army Field Support Command  
1 Rock Island Arsenal  
Rock Island, Illinois 61299-6000

Subject: 5X Certification of Load Line 2 at Cornhusker Army Ammunition Plant, Grand Island, Nebraska

Facility  
Management

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

Load Line 2 (Section 18, Township 11 North, Range 10) is located West of Hall County in Grand Island, Nebraska (refer to attached Figures 1 and 2 in Appendix A), and previously contained a series of buildings that had been used in the production of munitions.

Turnkey  
Environmental

The explosives decontamination and demolition operations in the Load Line 2 (Buildings L-1, L-2, L-3, L-4, L-6, L-7, L-8, L-10, L-11E, L-11W, L-12, L-14, L-15, L-16, L-17, L-18, L-19, L-20, L-21, L-22, L-23, L-25, L-26, L-27, L-28, L-29, L-30, CH19 and CH20) and the subsequent certification of 147-acres of land parcel within the fenced boundary of Load Line 2 was conducted in accordance with the Explosives Safety Submission (ESS) approved by the Department of Defense Explosives Safety Board (DDESB). The LL-2 Boiler House (Building L-24) was left in place since it was excluded from MKM's Scope of Work; this 5X certification letter does not apply to the boiler house and the 0.15 acres of parcel associated with the boiler house foot print (refer to Figure 2).

During anomaly investigation of the land parcel within the boundaries of Load Line 2, one burial pit was encountered that contained asbestos material. The site was mapped using the GPS and marked using stakes to delineate the estimated extent of contamination, until follow-on disposition is determined by the Department of the Army. This area totaling 0.34 acres is excluded from this 5X certification and is shown in Figure 2.

Unexploded  
Ordnance

The EM-61 MK2 geophysical investigation was not possible within the leach pit located at Load Line 2 due to the depth and slope of the side walls (refer to Figure 2). The leach pit was investigated using the Schonstedt GA52CX magnetometer. Ferrous metal anomalies detected were excavated by qualified UXO personnel and determined to be non-MEC related metallic objects.

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

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

For MKM Engineers:

  
Dewey Thedford  
Senior UXO Supervisor

  
Gerald Kitzmiller  
UXO Quality Control Specialist

Radiological  
Services





## MKM Engineers, Inc.

*Safe, Quality Work Performed With Pride*

November 2, 2004

To: U.S. Army Field Support Command  
1 Rock Island Arsenal  
Rock Island, Illinois 61299-6000

Subject: 5X Certification of Buildings within Load Line 3 at Cornhusker Army  
Ammunition Plant, Grand Island, Nebraska

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

The Load Line 3 area (Section 13, Township 11, Range 11) is located West of Hall County in Grand Island, Nebraska (refer to attached Figures 1 and 2 in Appendix A), and previously contained a series of buildings that had been used in the production of explosives and munitions.

The explosives decontamination and demolition operations conducted to remove buildings at Load Line 3 area (Buildings 3L-1, 3L-2, 3L-3, 3L-4, 3L-5, 3L-6, 3L-7, 3L-8, 3L-9, 3L-10, 3L-11E, 3L-11W, 3L-12, 3L-13, 3L-14, 3L-15, 3L-16, 3L-17, 3L-18, 3L-19, 3L-20, 3L-21, 3L-22, 3L-23, 3L-30, CH-19 and CH-20) were conducted in accordance with paragraphs 7.1 through 7.9 of the Explosives Safety Submission (ESS) approved by the Department of Defense Explosives Safety Board (DDESB) on June 30, 2003. Only aboveground structures and facilities were demolished and removed; this certification letter excludes subsurface investigation and removal of underground structures. The LL3 Boiler House (Building 3L-24) is left in place since it was excluded from MKM's Scope of Work; this certification letter does not apply to the boiler house.

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

Therefore, to the best of our knowledge, the footprint of the buildings, and ramps/walkways associated with LL3 as identified above have been decontaminated to the 5X level in accordance with the DDESB-approved ESS.

For MKM Engineers, Inc:

  
Dewey Theford  
Senior UXO Supervisor

  
Harry Coleman  
UXO Quality Control Specialist

• Facility  
Management

• Turnkey  
Environmental

• Unexploded  
Ordnance

• Radiological  
Services

200809097



January 10, 2007

Mr. Al Kam  
CENWO-PM-HB (Kam)  
U.S. Army Corps of Engineers  
106 South 15th Street  
Omaha, NE 68102-4978

**Subject: 5X Certification at Load Lines 1 and 2  
Asbestos-Containing Material Removal Project  
Cornhusker Army Ammunition Plant, Grand Island, Nebraska  
Contract W9128F-04-D-0001, Delivery Order 0039**

Dear Mr. Kam:

This letter is being submitted to document the 5X certification activities completed by URS Group, Inc. (URS) at Load Lines 1 and 2 at the Cornhusker Army Ammunition Plant (CHAAP) in Grand Island, Nebraska. This work was conducted as part of the Asbestos-Containing Material (ACM) Removal Project at Load Lines 1 and 2.

During the period of June 18, 2006 through August 4, 2006, URS investigated and excavated three areas that were not previously 5X certified by MKM Engineers, Inc. (MKM). During the investigation and excavation operations, Unexploded Ordnance (UXO) Technicians visually inspected 100 percent of the excavated soil and debris for Munitions and Explosives of Concern (MEC) or MEC-related items. Once the soil was removed from the excavation, the UXO Technicians visually inspected the excavation for MEC and performed a magnetometer sweep. Excavation verification analytical samples were then collected from each area. Based on results of the 100 percent visual inspection, the magnetometer sweep, the analytical sampling, and concurrence from the United States Army Corp of Engineers (USACE) on-site representative, Mr. James J. Mars, the three areas are considered 5X certified. All 5X certification activities were completed in accordance with the ACM Removal Work Plan Addendum (URS 2006) and the Department of Defense Explosive Safety Board (DDESB) approved Explosives Safety Submission (ESS) for 5X certification of Load Lines 1 through 5 (MKM 2003). Detailed field documentation of the 5X certification activities will be provided in the ACM Removal Report.

The three areas where URS completed 5X certification activities are referred to as "North Pit", "South Pit", and "West Pit". Coordinates for these three areas were provided by MKM and were marked in the field by URS prior to the start of field activities. The coordinates shown below delineate these three areas where URS provided 5X certification.

In some cases, the actual final excavation limits extended beyond these coordinates (i.e., outside the area not previously 5X certified). Additional excavation beyond these coordinates was conducted to remove ACM, construction debris, burned material, metallic anomalies, etc.

All coordinates are in State Plane North American Datum (NAD) 1983, NE 2600, US Survey Feet.

URS Corporation  
12120 Shamrock Plaza  
Suite 300  
Omaha, NE 68154  
Tel: 402.334.8181  
Fax: 402.334.1984



200809097

**Load Line 1 North Pit:**

	<u>Easting</u>	<u>Northing</u>
1)	2063145.128	401538.510
2)	2063166.181	401541.518
3)	2063186.232	401538.510
4)	2063197.260	401465.325
5)	2063201.270	401397.151
6)	2063175.204	401390.134
7)	2063154.151	401387.126
8)	2063146.131	401394.144
9)	2063147.133	401469.335

**Load Line 1 South Pit:**

	<u>Easting</u>	<u>Northing</u>
1)	2063314.558	400746.500
2)	2063366.690	400746.500
3)	2063374.711	400656.271
4)	2063318.568	400660.281

**Load Line 2 West Pit:**


	<u>Easting</u>	<u>Northing</u>
1)	2057909.017	402164.327
2)	2057969.737	402190.796
3)	2058122.318	401792.218
4)	2058072.496	401762.636

We have attached maps of the three areas where 5X certification was completed by URS. We have also attached a copy of the 5X certification letter provided by Mr. James J. Mars (USACE).

Please contact us at (402) 334-8181 with any questions.

Sincerely,

  
Terry L. Thonen  
Project Manager

  
Coney S. Anderson  
Technical Manager

\\LICSA\om\1\CHAAPACM\Feld Work\5X Certification Documents\ACM Coordinates to L&C

**Enclosures:**

- Figure 1            Load Line 1 North Pit
- Figure 2            Load Line 1 South Pit
- Figure 3            Load Line 2 West Pit
- Attachment A        5X Certification Letter from James J. Mars (USACE)

cc: James J. Mars – USACE (1 electronic copy)  
Patti Thomason – USACE (1 electronic copy)

200809097



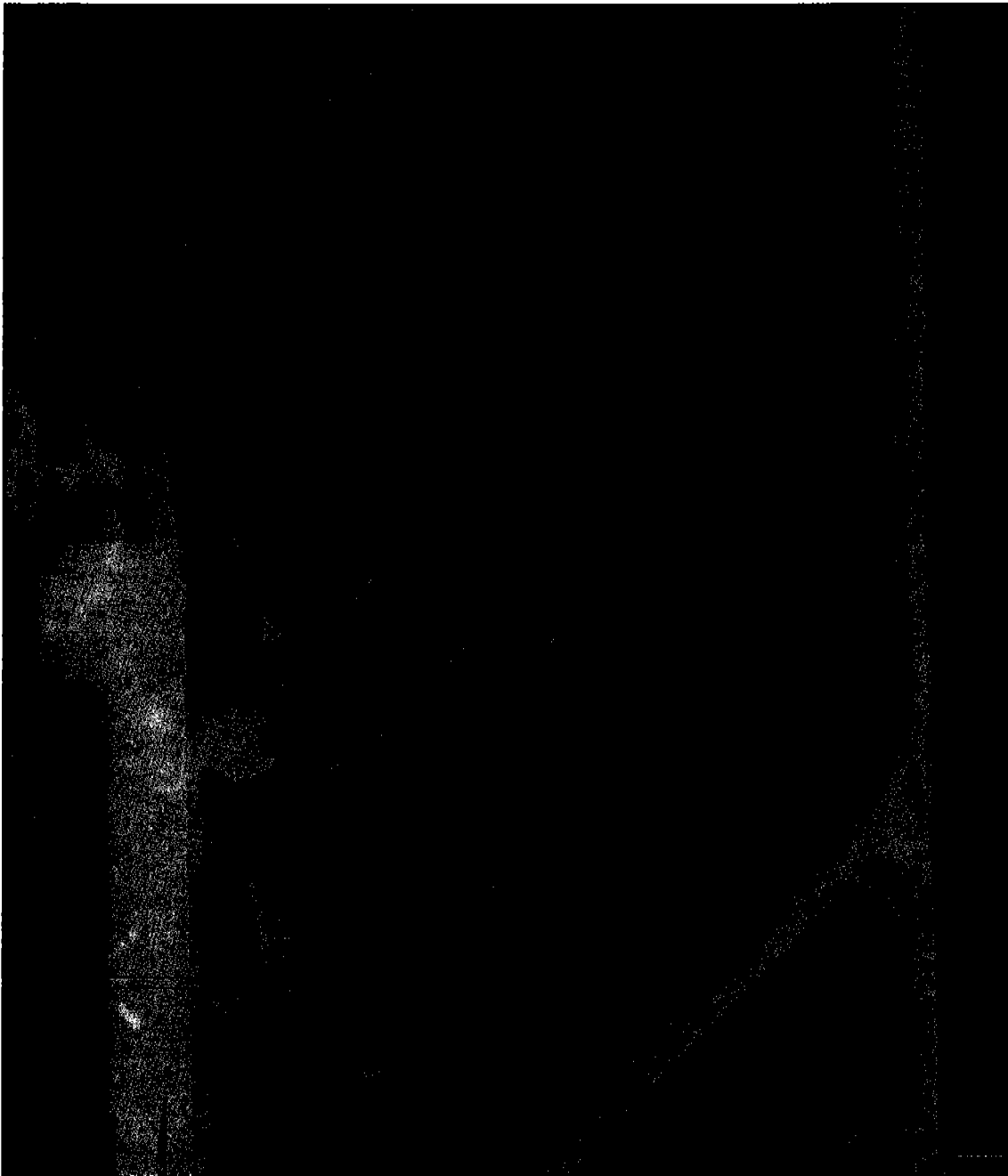
January 10, 2007 4:03:24 p.m.  
Drawing: T:\CHAAP\18189961\109\1.dwg


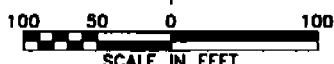
**URS**

LOAD LINE 1 NORTH PIT  
CORNHUSKER ARMY AMMUNITION PLANT

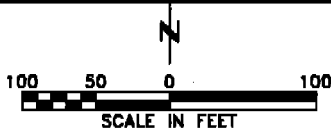
DES. BY: DPG	DATE: 01/10/07	PROJECT NO. 18189961	FIG. NO. 1
CHEK'D. BY: CSA	REVISION: 0		

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		<b>URS</b>	
			
LOAD LINE 1 SOUTH PIT CORNHUSKER ARMY AMMUNITION PLANT			
DES. BY: DPC	DATE: 01/10/07	PROJECT NO. 16169961	SHEET NO. 2
CHEK'D. BY: CSA	REVISION: 0		

January 10, 2007 4:03:58 p.m.  
Drawing: T:\CHAAP\16169961\109\1.dwg



January 10, 2007 4:04:12 p.m.  
Drawing: T:\CHAAP\16189961\109\1.dwg

**URS**

LOAD LINE 2 WEST PIT  
CORNHUSKER ARMY AMMUNITION PLANT

DRN. BY: DPC	DATE: 01/10/07	PROJECT NO. 16189961	FIG. NO. 3
CHEK'D. BY: CSA	REVISION: 0		

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ATTACHMENT A



US Army USACE of Engineers  
Omaha District

To: CENWO-PM-H, Alvin M Kam  
From: CENWO-ED-GI, James J. Mars II  
Subj: 5X certification for exempted areas in Load Lines 1 and 2  
Ref: CORNHUSKER ARMY AMMUNITION PLANT, GRAND ISLAND, NEBRASKA  
ACM Removal at Load Lines 1 and 2  
Contract: W9128F-04-0001, DO-0008  
Date: Wednesday, January 10<sup>th</sup>, 2007

5X certification for exempted areas in Load Lines 1 and 2: The previously exempted areas of Load Line 1 and 2 associated with possible presence of buried debris (ACM and DMM) materials are considered 5X certified with the following applicable statement "This certifies that the material listed has been 100 percent properly inspected and to the best of our knowledge and belief is free of explosive hazards, engine fluids, illuminating dials, and other visible liquid HTRW materials." as required by the DoD Explosive Safety Board.

History: Thermal decomposition, demolition, and 5X certification for Load Lines 1 and 2, was completed by MKM Engineers, Inc. (MKM) between 2000 and 2005 with the exception of two areas in Load Line 1 and one area in Load Line 2 due to the possible presence of ACM materials which prevented excavation, investigation and verification of these areas since it was not part of their contract.

During the period of June through August 2006, URS Group, Inc. (URS) of Omaha, Nebraska, under contract to Omaha District US Army Corps of Engineers (USACE), investigated and excavated these areas. The goal of the project was the removal and disposition of the ACM material and the verification that the removed material and excavated areas were free of Material Potentially Presenting an Explosive Hazard (MPPEH).

Specifics: Total of three areas was excavated to a depth of no less than 4 feet bg. All excavated material was visually inspected using a modified shaker process for the presences of explosives or munitions (e.g., munitions containers and packaging material; munitions debris remaining after munitions use, demilitarization, or disposal; and range-related debris); or material potentially containing a high enough concentration of explosives such that the material presents an explosive hazard (e.g., equipment, drainage systems, holding tanks, piping, or ventilation ducts that were associated with munitions production, demilitarization or disposal operations). Additionally, all material excavated and the walls and floor of the excavation was analytically sampled for the presences of Munitions Constituents (MC) in accordance with a USACE approved Sampling Plan. All phases of the inspection and sampling was in accordance with the USACE approved Work Plan and verified by the Quality Assurance inspections by a on site USACE Ordnance and Explosive Safety Specialist.

Findings: Results of the visual inspections and analytically sampling were all No Finds for Munitions and Explosives of Concern (MEC).

James J. Mars II  
CENWO-ED-GI  
Ordnance and Explosive Safety Specialist

200809097

**PIKA**  
INTERNATIONAL, INC.

October 19, 2005

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

**Subject: 5X Certification of Land Parcel within Load Line 3 at Cornhusker  
Army Ammunition Plant, Grand Island, Nebraska**

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

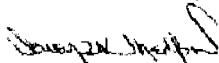
The Load Line 3 area (Section 14, Township 11, Range 11) is located West of Hall County in Grand Island, Nebraska (refer to Figure 1, Vol. I of III of this Final Report), and formerly contained a series of buildings that had been used in the Loading, Assembly and Packaging (LAP) of explosives and munitions.

The 5X certification of the land parcel within the fenced boundary of Load Line (LL) 3 was conducted in accordance with Amendment 4 of the original Explosives Safety Submission (ESS) approved by the Department of Defense Explosives Safety Board (DDESB) in December 2004 and the approved Work Plan (Rev1, 01-19-05). The explosives decontamination and demolition of buildings at Load Line 3 (Buildings 3L-1, 3L-2, 3L-3, 3L-4, 3L-5, 3L-6, 3L-7, 3L-8, 3L-9, 3L-10, 3L-11E, 3L-11W, 3L-12, 3L-13, 3L-14, 3L-15, 3L-16, 3L-17, 3L-18, 3L-19, 3L-20, 3L-21, 3L-22, 3L-23, 3L-24, 3L-30, CH19 and CH20) and associated ramps/walkways and 5X certification of the buildings/soils under the building slabs, was performed previously by another contractor and hence not included as part of this 5X certification.

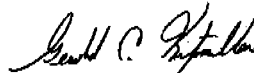
The procedures resulting in the 5X certification are detailed in the Final Report and were performed by unexploded ordnance (UXO) personnel who were former military Explosive Ordnance Disposal (EOD) technicians trained in the recognition, assessment and remediation of explosive contamination and hazards.

Therefore, to the best of our knowledge, the land parcel within the fenced boundary of LL3 as identified above have been decontaminated to the 5X level in accordance with the DDESB-approved ESS and subsequent Amendments.

For PIKA International, Inc:



Dewey Thedford  
Senior UXO Supervisor



Gerald Kitzmiller  
UXO Safety/QC Officer

12919 Southwest Freeway, #190 | Stafford, Texas 77477  
Tel: 281-340-5525 Fax: 281-340-5533



ENTERED AS INSTRUMENT NO

0201009038

150

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2010 DEC 3 PM 3 53

*Kathy Braack*  
REG OF DEEDS

CASH 1667.00  
CHECK \_\_\_\_\_

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

NEBRASKA DOCUMENTARY
STAMP TAX
Date <u>12-03-2010</u>
\$ <u>1651.50</u> By <u>MN</u>

G.I. ABSTRACT



201009038

**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, PLATTE RIVER INDUSTRIAL PARK, LLC, a Nebraska limited liability company, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

(Real Estate Described on Attached Exhibit A)

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

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

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

201009038

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

Executed December 2, 2010.

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

By: Marlan Ferguson  
Its: President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF Hall            )

The foregoing instrument was acknowledged before me on December 2, 2010, by Marlan Ferguson, President of Grand Island Area Economic Development Corporation, a Nebraska non-profit corporation, on behalf of the Corporation.



Janice K Boehle  
Notary Public

## EXHIBIT 'A'

A tract of land comprising a part of the Northeast Quarter (NE1/4), a part of the Southeast Quarter (SE1/4), a part of the Southwest Quarter (SW1/4), and a part of the Northwest Quarter (NW1/4), 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 northwest corner of said Northeast Quarter (NE1/4), thence running easterly, along and upon the north line of said Northeast Quarter (NE1/4), a distance of One Thousand One Hundred Thirty One and Fifty Nine Hundredths (1,131.59) feet to a point, said point being Forty (40.0) feet west of (measured perpendicular to) the centerline of a north-south railroad spur track; thence deflecting right  $89^{\circ} 31' 59''$  and running southerly, Forty (40.0) feet west of (measured perpendicular to) and parallel with said centerline of the north-south railroad spur track and its southerly prolongation, a distance of Four Thousand Seven Hundred Twenty Three and Forty Seven Hundredths (4,723.47) feet to a point, said point being Forty (40.0) feet north of (measured perpendicular to) the centerline of an east-west railroad spur track; thence deflecting right  $90^{\circ} 00' 40''$  and running westerly, Forty (40.0) feet north of (measured perpendicular to) and parallel with said centerline of the east-west railroad spur tract, a distance of Two Thousand Six Hundred Three and Forty Nine Hundredths (2,603.49) feet to a point on the centerline of a 86' wide drainage easement; thence deflecting right  $90^{\circ} 10' 40''$  and running northerly, along and upon the centerline of said drainage easement, a distance of Four Thousand Seven Hundred Forty Four and Eight Hundredths (4,744.08) feet to a point on the north line of said Northwest Quarter (NW1/4); thence deflecting right  $90^{\circ} 16' 41''$  and running easterly, along and upon the north line of said Northwest Quarter (NW1/4), a distance of One Thousand Four Hundred Fifty Six and Thirty Six Hundredths (1,456.36) feet to the point of beginning