

J No

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2008 OCT 30 PM 3 09

Kathy Brash
REG OF DEEDS

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| NEBRASKA DOCUMENTARY |
| STAMP TAX |
| Date <u>10-30-2008</u> |
| by <u>AKN</u> |

G.I. ABSTRACT



200809098

Cornhusker Army Ammunition Plant (CHAAP)
Hall County, Nebraska
Parts of Acquisition Tract Nos. 46 and 56
Parts of Land Management Tract Nos. 34 (Building F-3) and 36 (Building I-4)

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 5 day of August 2008, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as "Grantor," acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing) (I&H) pursuant to a delegation of authority from the **SECRETARY OF THE ARMY**, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) (hereinafter "said Act") and **Grand Island Area Economic Development Corporation, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal office located at The Downtown Center, 308 North Locust, Suite 400, Grand Island, Nebraska 68802-1151**, hereinafter referred to as "Grantee."

WITNESSETH:

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

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

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

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

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 Ten Thousand and No/100 Dollars (\$10,000.00), the receipt of which is hereby acknowledged by Grantor; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all its right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

Building F-3 (Part of Tract 34):

A tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, all being in Hall County, Nebraska, and containing 0.841 of an acre, more or less (hereinafter referred to as the "Property"), and being more particularly shown and described on **Exhibit "A,"** which is attached hereto and made a part hereof.

Building I-4 (Part of Tract 36):

A tract of land comprising 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 0.549 of an acre, more or less (hereinafter referred to as the "Property") and being more particularly shown and described on **Exhibit "A,"** which is attached hereto and made a part hereof.

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

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

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

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

III. CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA) 42 U.S.C. Section 9620 (h)(3), the Grantor has made a complete search of its records concerning the Property subject to this Deed. Those records indicate that the hazardous substances, as defined by Section 101 (14) of CERCLA, shown on **Exhibit "B,"** attached hereto and made a part hereof, have been stored for one year or more (S), released (R), or disposed of (D) on the Property during the time the Property was owned by the Grantor. The Grantee should review the Final Environmental Baseline Survey No. 38-EH-8519-99 dated 9-20 November 1998 and the Finding of Suitability to Transfer (FOST) dated 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

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

1. Commercial/Industrial/Agricultural Use Restrictions

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

(b) Nothing contained herein shall preclude the Grantee from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential use of the Property. Any additional remediation will be at no additional cost to the Grantor and with the Grantor's prior written consent. Consent may be conditioned upon such terms and conditions as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow

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

2. Enforcement

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

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

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

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

3. Submissions

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

| | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| (a) to Grantor: | Department of the Army Corps of Engineers, Omaha District ATTN: CENWO-RE 1616 Capitol Avenue, Suite 9000 Omaha, NE 68102-4901 |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------|

(b) to EPA:

U.S. Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, KS 66101

(c) to State:

Nebraska Department of Environmental Quality
P.O. Box 98922
Lincoln, NE 68509-8922

d. Notice of the Presence of Asbestos and Covenant

1. The Grantee is hereby informed and does acknowledge that 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.

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 a Underground Storage Tank that contained heating oil was formerly located on the Building F-3 and surrounding land premises from 1957 to 1993. The tank was removed no later than 1993.

V. GENERAL EXCEPTIONS TO CONVEYANCE

This conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and affect the property:

a. All existing permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, recreational trails, railroads, pipelines, ditches and canals on, over and across said land, whether or not of record, including but not limited to the following:

1. Perpetual Easement No. DACA45-2-99-6157 granted to Hall County for road rights-of-way.

2. Perpetual Easement No. DACA45-2-00-6023 granted to Hall County for road rights-of-way.

3. Perpetual Easement No. DACA45-2-97-6024 granted to Southern Public Power District for overhead electric power lines.

4. Perpetual Easement No. DACA45-2-99-6070 granted to Northwestern Public Service Company for gas-line rights-of-way.

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

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.

VIII. NO WAIVER

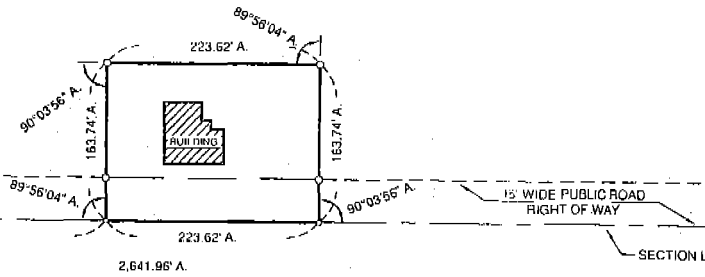
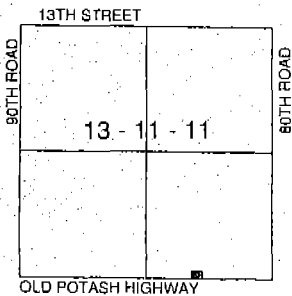
The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations, shall not be construed as a waiver or a relinquishment of the future performance of any such notices, covenants, conditions,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

S.W. CORNER SE1/4
SECTION 13-T11N-R11W
FOUND "D J HOSTLER" ALUMINUM
CAP IN ASPH. PAVEMENT

OLD POTASH HIGHWAY

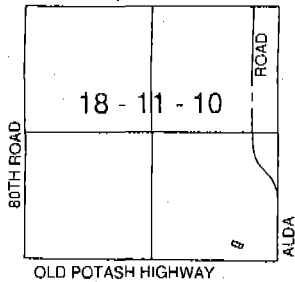


BUILDING F-3

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

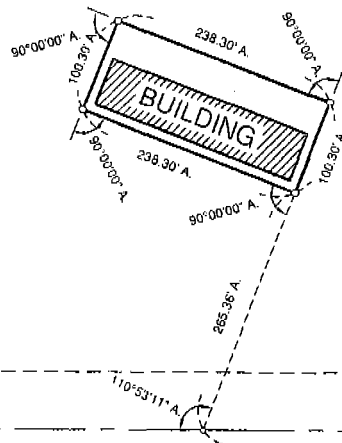
A. = ACTUAL DISTANCE AND/OR ANGLE

13TH STREET



S.W. CORNER SE1/4
SECTION 18-T11N-R10W
FOUND ALUMINUM CAP IN
ASPH. PAVEMENT

OLD POTASH HIGHWAY



BUILDING I-4

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

A. = ACTUAL DISTANCE AND/OR ANGLE

CORNER TIES - SECTION 13-T11N-R11W

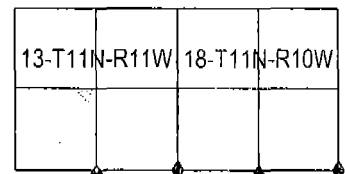
S.W. CORNER SE1/4 - FOUND "D J HOSTLER" ALUMINUM CAP IN ASPH. PAVEMENT.
45.00' N. TO 1/2" IRON PIPE
120.10' S.E. TO NAIL IN POWER POLE
152.46' S.W. TO NAIL IN POWER POLE

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

CORNER TIES - SECTION 18-T11N-R10W

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



200809098

S.E. CORNER SE1/4
SECTION 13-T11N-R11W
FOUND "D J HOSTLER" ALUMINUM
CAP IN ASPH. PAVEMENT

LEGAL DESCRIPTION

A tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

First to ascertain the point of beginning, start 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 Nine Hundred Fifty and One Tenth (950.10) feet to the ACTUAL point of beginning; thence continuing easterly, along and upon the previously described course, a distance of Two Hundred Twenty Three and Sixty Two Hundredths (223.62) feet; thence deflecting left 90°03'56" and running northerly, a distance of One Hundred Sixty Three and Seventy Four Hundredths (163.74) feet; thence deflecting left 89°56'04" and running westerly, parallel with the south line of said Southeast Quarter (SE1/4), a distance of Two Hundred Twenty Three and Sixty Two Hundredths (223.62) feet; thence deflecting left 90°03'56" and running southerly, a distance of One Hundred Sixty Three and Seventy Four Hundredths (163.74) feet to the ACTUAL point of beginning and containing 0.841 acres, of which, 0.231 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



LEGAL DESCRIPTION

A tract of land comprising 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 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 0.549 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



EXHIBIT A

**BUILDINGS F-3 AND I-4 AND
THE AREAS IMMEDIATELY
SURROUNDING THESE BUILDINGS**

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| A PART OF THE SE1/4 OF SECTION 13-T11N-R11W OF THE 6TH P.M., AND A PART OF THE SE1/4 OF SECTION 18-T11N-R10W OF THE 6TH P.M., HALL COUNTY, NEBRASKA | CAP BUILDINGS F-3 AND I-4 02-26-2008 L.W. |
| LAND SURVEY | |
| BENJAMIN & ASSOCIATES, INC. ENGINEERS & SURVEYORS P. O. BOX 339 - PHONE 302-8465 - AREA CODE 308 GRAND ISLAND, NEBRASKA 68802-0339 | |

EXHIBIT "B"**Table 2**

**Notification of Hazardous Substance Storage, Release, or Disposal
Building F-3 and surrounding land
Building I-4 and surrounding land**

| Property Description | Name of Hazardous Substance(s) Stored (S), Released (R), or Disposed (D) | Date of Storage, Release, or Disposal | Remedial Actions |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Building F-3 and surrounding land</p> <p>Approximately 0.8 of an acre of land</p> | <p>Pesticides were detected in soil including: DDT, DDE, DDD, 24D, 245T, dieldrin, alpha-chlordane, and gamma-chlordane (S) (R)</p> | <p>1942-45 1950-57 1965-73</p> | <p>Building F-3 was part of Operable Unit 2 (OU2). The 1998 ROD for OU2 determined that no contaminants exceeded calculated industrial cleanup levels and that no further action/no further response was required at this location.</p> |
| <p>Building I-4 and surrounding land</p> <p>Approximately 0.6 of an acre of land</p> | <p>Benzo(a)pyrene, benzo(b)fluoranthene, pyrene, benzo(k)fluoranthene, fluoranthene, benzyl alcohol, and lead were detected in soil near the building (R)</p> | <p>1942-45 1950-57 1965-73</p> | <p>Building I-4 was part of Operable Unit 2 (OU2). The 1998 ROD for OU2 determined that no contaminants exceeded calculated industrial cleanup levels and that no further action/no further response was required at this location.</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.

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2013 SEP 16 PM 3 20

Michael Platte
HALL CO. REGISTER OF DEEDS

16.00
234.00
REFUND:
CASH

NEBRASKA DOCUMENTARY
STAMP TAX
Date *9-16-13*
\$ *234.00* BY *96*



201307584

WARRANTY DEED

Record and return to:
Grand Island Abstract, Escrow & Title Co.
704 West 3rd Street
Grand Island, NE 68801

KNOW ALL MEN by these presents that, **Grand Island Area Economic Development Corporation**, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto **Platte River Industrial Park, LLC**, a Nebraska Limited Liability Company Grantee whether one or more, the following described real property in **Hall County, Nebraska**:

C
16.00

A tract of land comprising a part of the Southwest Quarter (SW1/4) and a part of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of said Southwest Quarter (SW1/4); thence running westerly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of One Thousand Four Hundred Fifty Two and Fifty Five Hundredths (1,452.55) feet to a point on the centerline of an 86' wide drainage easement; thence deflecting right 89° 45' 07" and running northerly, along and upon said drainage easement centerline, a distance of Four Hundred Sixty Nine and Fourteen Hundredths (469.14) feet to a point, said point being (40.0) feet south of (measured perpendicular to) the centerline of existing railroad tract; thence deflecting right 89° 49' 17" and running easterly, parallel with and Forty (40.0) feet south of (measured perpendicular to) said existing railroad track centerline, a distance of Two Thousand Six Hundred Eighty Three and Forty Three Hundredths (2,683.43) feet to a point, said point being on the southerly prolongation of a line which is Forty (40.0) feet east of (measured perpendicular to) the centerline of an existing north-south (tangent) railroad spur track; thence deflection right 89° 59' 46" and running southerly, along and upon said southerly prolonged line, a distance of Four Hundred Eighty Eight and Seventy Seven Hundredths (488.77) feet to a point on the south line of said Southeast Quarter (SE1/4); thence deflecting right 90° 24' 49" and running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Two Hundred Thirty Two and Forty Four Hundredths (1,232.44) feet to the point of beginning together with, a parcel lying north of and adjacent to, the aforementioned tract. Said parcel being Eighty (80.0) feet wide (north and south, measured perpendicular to) from the north line of said aforementioned tract, with the east and west boundary lines of said parcel being the northerly prolongation of the east and west boundary lines of the aforementioned tract.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance **except covenants, easements and restrictions of record; all regular taxes and special assessments,**

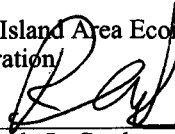
G.I. ABSTRACT

201307584

except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Executed this September 13, 2013

Grand Island Area Economic Development Corporation



By: Randy L. Gard
Its: President

STATE OF Nebraska

COUNTY OF Hall

The foregoing instrument was acknowledged before me this 13 day of September, 2013 by Randy L. Gard, President of Grand Island Area Economic Development Corporation.

Notary Public, State and County aforesaid

Sarah M. Wiles
Notary Signature



My commission expires:

June 19, 2015