QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

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

WITNESSETH:

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

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

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

WHEREAS, the Grantee's use of the property will be in a manner consistent with the Cornhusker Army Ammunition PlantReuse Committee Comprehensive Reuse Plan; and
WHEREAS, all the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of the Army, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Army, acting pursuant to the above mentioned laws, regulations and orders.

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

I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Nine Hundred Thousand Three Hundred and No/100 Dollars ($900,300.00), the receipt of which is hereby acknowledged by Grantor; and (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all its right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

TRACT 24 (Remaining Portion):
A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th Principal Meridian, and a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the 6th Principal Meridian, all being in Hall County, Nebraska, and containing 92.420 acres, more or less (hereinafter referred to as the “Property”) and being more particularly shown and described on Exhibit “A1,” which is attached hereto and made a part hereof.

TRACT 35 and the Uncontaminated Portion of Tract 36:
A tract of land comprising a part of the Northeast Quarter (NE1/4), a part of the Northwest Quarter (NW1/4), a part of the Southwest Quarter (SW1/4) and a part of the Southeast Quarter (SE1/4) of Section Eighteen (18), Township Eleven (11) North, Range Ten (10) West of the 6th Principal Meridian, all being in Hall County, Nebraska, and containing 339.628 acres, more or less (hereinafter referred to as the “Property”) and being more particularly shown and described on Exhibit “A2,” which is attached hereto and made a part hereof.

RESERVING, however, to the Grantor and its assigns, a perpetual and assignable easement for the operation of the existing extraction and discharge water lines (hereinafter “facilities”) over, across, in and upon said Property at the location shown in Exhibits “A1” and “A2,” connecting Well Houses EW-4 and EW-5 (located on Load Line 2) and Well House EW-3 (located on Load Line 3) to the Pump and Treatment Plant located in Section Seven (7),
Township Eleven (11) North, Range Ten (10) West of the 6th Principal Meridian, together with access to the facilities for operation, monitoring and/or maintenance purposes. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same.

**RESERVING**, however, to the Grantor, its successors and assigns, ownership and exclusive use of the existing monitoring well (G0018) located on the Property together with access across the Property for the purpose of monitoring and/or closing of the said well; provided however, Grantor agrees that it will permit the relocation of any or all existing monitoring wells at the reasonable request of and at the sole cost of the Grantee or its successors or assign to a location mutually acceptable to the Grantor and the party making the request. A request is not reasonable if it is determined by the Grantor that the relocation(s) substantially interferes with the Grantor’s ability to accurately collect all necessary environmental data. The Grantee, its successors and assigns shall allow ingress and egress of all equipment necessary to accomplish the same. Monitoring well G0018 is located on the southern portion of the southern part of Tract 24 and just north of Load Line 2.

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

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

**II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE**

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

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

b. **SAVE AND EXCEPT** and there is hereby reserved unto Grantor, and its assigns, all rents and other beneficial interests in favor of Grantor in and to the following leases and easement to the extent and only to the extent that such rents and other beneficial interests cover the Property:
1. Department of the Army Lease No. DACA45-1-03-6046 (Tracts 24, 33, 61 and West Half 62) granted to Michael Panowicz for agricultural purposes for the period 22 May 2003 through 31 December 2008.


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

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


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

III. CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 U.S.C. Section 9601(h)(4), the Grantor has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of. The Grantor covenants and warrants to the Grantee that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products or their derivatives existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

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

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

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

a. Federal Facility Agreement

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

1. The Grantee has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated 9-20 November 1998 and the FOST for the Property dated March 2008 prepared by the Grantor, and agrees, to the best of the Grantee’s knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee’s intended use.

2. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor’s activities, ownership, use, or occupation of the Property. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Subsection IV.b. shall not affect the Grantor’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

c. Notice of the Presence of Asbestos and Covenant

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

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

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.
d. Notice of the Presence of Lead-Based Paint (LBP) and Covenant Against the Use of the Property for Residential Purpose

1. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

2. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army’s abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

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

e. Endangered Species Act


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.


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

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  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA (I&E)

**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA )
 )ss
COUNTY OF ARLINGTON )

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

Notary Public

SHARON PARKER  
Notary Public  
Commonwealth of Virginia  
Reg. #7194625  
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 day of June 2008.

GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION

BY: Marla Ferguson

TITLE: President

STATE OF NEBRASKA )
) ss
COUNTY OF HALL )

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

[Signature]
Notary Public

My commission expires: __________________________

Exhibit A1 – Survey Drawing
Exhibit A2 – Survey Drawing
LEGAL DESCRIPTION

A tract of land comprising a part of the South East Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the Sixth P.M., and a part of the South South East Quarter (SSE) of Section Eleven (11), Township Eleven (11) North, Range Ten (10) West of the Sixth P.M., in the County of Lincoln, State of Nebraska, and more particularly described as follows:

Beginning at the southwest corner of the Southeast Quarter (SE1/4) of said Section Seventeen (17), thence northwesterly along and upon the south line of the Southeast Quarter (SE1/4) of said Section Seventeen (17), a distance of eighty and Five Thousand Five Hundred (5,055) feet to a point on the west line of the South forty acres (40) of said Section Seventeen (17), thence northeasterly, along and upon the west line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the south line of the South forty acres (40) of said Section Seventeen (17), thence southerly, along and upon the south line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the east line of the South forty acres (40) of said Section Seventeen (17), thence easterly, along and upon the east line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the north line of the South forty acres (40) of said Section Seventeen (17), thence northerly, along and upon the north line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the south line of the South forty acres (40) of said Section Seventeen (17), thence southerly, along and upon the south line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the west line of the South forty acres (40) of said Section Seventeen (17), thence westerly, along and upon the west line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the south line of the South forty acres (40) of said Section Seventeen (17), thence southerly, along and upon the south line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the east line of the South forty acres (40) of said Section Seventeen (17), thence easterly, along and upon the east line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the north line of the South forty acres (40) of said Section Seventeen (17), thence northerly, along and upon the north line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to a point on the west line of the South forty acres (40) of said Section Seventeen (17), thence westerly, along and upon the west line of the South forty acres (40) of said Section Seventeen (17), a distance of One Thousand Twenty Feet (1,020) feet to the beginning.

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

[Signature]

Surveyor

200809100
LEGAL DESCRIPTION

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

First to ascertain the point of beginning, start at the southwest corner of said Southwest Quarter (SW1/4) and take the line of said Southwest Quarter (SW1/4) as the distance of Two Hundred Thirty Feet (230.60) east to the point of said tract.

Said tract contains Two Hundred Thirty Feet (230.60) running easterly, along and upon said line of said tract from said point.

In Exhibit A2, an accompanying survey plot of the tract is shown as follows:

-ailed April 2007, the accompanying plot is from an accurate survey of the described property made under my supervision.

EXHIBIT A2

TRACT NO. 35 AND THE UNCONTAMINATED PORTION OF TRACT NO. 36 (EXCLUDING BUILDING 1-4 TRACT)

LAND SURVEY

BENJAMIN & ASSOCIATES, INC.

P. O. BOX 308 - BURLINGTON, NE 68003-0308

PH. 308-754-5849 - FAX 308-754-5844

420 S. MAIN STREET, BURLINGTON, NE 68003

FEBRUARY 2007

EXHIBIT A2
CORPORATION WARRANTY DEED
WITH RESTRICTIONS

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

(Real Estate Described on Attached Exhibit A)

Grantor acquired the real estate from the United States of America ("USA") pursuant to: (i) the Quitclaim Deed dated August 5, 2008, and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809097, (ii) the Quitclaim Deed dated August 5, 2008, and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809098, (iii) the Quitclaim Deed dated August 5, 2008, and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809099 (iv) the Quitclaim Deed dated August 5, 2008 and recorded with the Hall County Register of Deeds on October 30, 2008 as Instrument No. 0200809100 (the above-described Quitclaim Deeds shall be collectively referred to herein as the "CHAAP Deed"), and are incorporated herein as though set forth verbatim. The CHAAP Deed set forth certain notices of the condition of the Real Estate (the "Environmental Disclosures") as well as reservations, restrictions and easements, related to the environmental condition of the Real Estate (the "Environmental Conditions"). Grantor conveys the Real Estate subject the Environmental Disclosures and the Environmental Conditions and Grantee shall take possession of the Real Estate subject to the Environmental Disclosures and Environmental Conditions. Grantor further discloses and this conveyance is subject to the following:

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

GRANTOR covenants with GRANTEE that GRANTOR:

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

Executed December 18, 2013.

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

By: __________________________________________
    Randy Gard, Its President

STATE OF NEBRASKA )
    ss.
COUNTY OF HALL )

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

[Signature]
Notary Public
Exhibit A

LEGAL DESCRIPTION

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

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

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

Beginning at the southwest corner of said Southeast Quarter (SE1/4); thence running easterly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand One Hundred Thirty One and Seventy Three Hundredths (1,131.73) feet to a point which is, Forty
(40.0) feet west of (measured perpendicular to) the centerline of an existing north-south railroad track; thence deflecting left 90° 27' 36" and running northerly, parallel with and Forty (40.0) feet west of (measured perpendicular to) said existing north-south railroad track centerline, a distance of One Hundred Six and Ninety Five Hundredths (106.95) feet to a point of curvature; thence running northeasterly, along and upon the arc of a curve to the right whose radius is 620 foot, said curve being Forty (40.0) feet northwest of (measured radial to) the centerline of an existing railroad track curve to the right, a distance of Seven Hundred Ten and Seventy Seven Hundredths (710.77) feet (long chord = 672.48', long chord deflecting right 32° 50' 26" from the previously described course) to a point which is, fifteen (15.0) feet south of (measured perpendicular to) the centerline of and existing east-west railroad track; thence deflecting left 122° 50' 32" from the chord of the previously described curve and running westerly, parallel with and fifteen (15.0) feet south of (measured perpendicular to) said existing east-west railroad track centerline, a distance of One Thousand Nine Hundred Thirty Five and Seventy Three Hundredths (1,035.73) feet; thence deflecting left 89° 58' 26" and running southerly, a distance of Six Hundred Eighty Nine and Thirty Eight Hundredths (689.38) feet to a point on the south line of said Southwest Quarter (SW1/4); thence deflecting left 89° 33' 52" and running easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Four Hundred Thirty Nine and Sixty five Hundredths (439.65) feet to the point of beginning.

Parcel 3: A tract of land comprising a part of the Southeast Quarter (SE1/4) and a part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., and a part of the Southeast Quarter (SE1/4) of Section Twelve (12), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., all being in Hall County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of the Southeast Quarter (SE1/4) of said Section Seven (7); thence running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Seven (7), a distance of Eight and Twenty Five Hundredths (8.25) feet to the southwest corner of the Waste Water Treatment Plant property; thence deflecting left 89° 43' 43" and running northerly, along and upon the westerly boundary of said Waste Water Treatment property, a distance of Six Hundred Eighty Nine and Thirty Eight Hundredths (689.38) feet to a point, said point being Fifteen (15.0) feet south of (measured perpendicular to) the centerline of an existing east-west railroad track; thence deflecting left 90° 23' 51" and running westerly, parallel with and Fifteen (15.0) feet south of (measured perpendicular to) said existing east-west railroad tract centerline, a distance of Two Thousand Six Hundred Seventeen and Thirty Four Hundredths (2,617.34) feet to a point on the east line of the Southeast Quarter (SE1/4) of said Section Twelve (12); thence deflecting
left 00° 00' 00" and running westerly, along and upon the previously described course, a distance of Eight Hundred Seventy Three and Two Hundredths (873.02) feet; thence deflecting left 90° 00' 00" and running southerly, a distance of Twenty Five (25.0) feet to a point, said point being Forty (40.0) feet south of (measured perpendicular to) said existing east-west railroad track centerline, and Forty (40.0) feet south of (measured radial to) the centerline of an existing railroad track curve to the left; thence running southwesterly, along and upon the arc of a curve to the left whose radius is 540 foot, said curve being Forty (40.0) feet southeast of (measured radial to) said existing railroad track centerline curve to the left, a distance of Eight Hundred Forty Eight and Twenty Five Hundredths (848.25) feet (long chord = 763.69', long chord deflecting right 45° 00' 03" from the previous described course) to a point of tangency; thence deflecting left 44° 59' 57" from the chord of the previously described curve and running southerly, parallel with and Forty (40.0) feet east of (measured perpendicular to) the centerline of an existing north-south railroad track, a distance of One Hundred Seven and Fifty Nine Hundredths (107.59) feet to a point on the south line of the Southeast Quarter (SE1/4) of said Section Twelve (12); thence deflecting left 89° 32' 24" and running easterly, along and upon the south line of the Southeast Quarter (SE1/4) of said Section Twelve (12), a distance of One Thousand Four Hundred Thirteen and Fourteen Hundredths (1,413.14) feet to the southwest corner of the Southwest Quarter (SW1/4) of said Section Seven (7); thence deflecting left 00° 20' 36" and running easterly, along and upon the south line of the Southwest Quarter of said Section Seven (7), a distance of Two Thousand Six Hundred Four and Twenty Six Hundredths (2,604.26) feet to the point of beginning.

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

Beginning at the southwest corner of said Southwest Quarter (SW1/4); thence running easterly, along and upon the south line of said Southwest Quarter (SW1/4), a distance of Two Thousand Six Hundred Eleven and Twenty Eight Hundredths (2,611.28) feet to a point on the approximate centerline of an existing road; thence deflecting left 90° 17' 36" and running northerly, along and upon said approximate existing road centerline, a distance of Five Hundred Six and Ninety Nine Hundredths (506.99) feet to a point, said point being (40.0) feet south of (measured perpendicular to) the centerline of existing railroad track; thence deflecting right left 89° 53' 07" and running westerly, parallel with and forty (40.0) feet south of (measured perpendicular to) said existing railroad track centerline, a distance of Two Thousand Six Hundred Ten (2,610.0) feet to a point on the west line of said Southwest Quarter (SW1/4); thence deflecting left 89° 58' 16" and running southerly, along and upon the west
line of said Southwest Quarter (SW1/4), a distance of Four Hundred Ninety Eight and Eighty Four Hundredths (498.84) feet to the point of beginning.