



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

erw
Archer Daniels Midland Company
7800 Thayer Street
Lincoln, Nebraska 68507

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 17th day of May, 2021, by Archer Daniels Midland Company, Grantor and Archer Daniels Midland Company, Holder/Grantee, pursuant to the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§76-2601 to 76-2613.

RECITALS:

- A. Grantor is the owner of real property located at 5400 N. Cotner Boulevard, Lincoln, Lancaster County, Nebraska 68507 (Parcel ID 17-03-100-010-000). The specific Property subject to this Environmental Covenant is legally described in Exhibit A and depicted in the area bordered in a bolded black line in Exhibit B on a map obtained from the Public Geographic Information System (GIS) mapping application for the City of Lincoln and Lancaster County, Nebraska. To the extent Exhibit A and Exhibit B differ, the area bordered in a bolded black line in Exhibit B is the specific Property contemplated by this Agreement.
- B. Holder/Grantee is Archer Daniels Midland Company (ADM) by signature of Greg Morris, Senior Vice President, President, Ag Services and Oilseeds.
- C. The Property has been used for grain storage and was the site of release(s) of certain hazardous substances, pollutants or contaminants. Prior to being owned by ADM, fumigants containing carbon tetrachloride (CT) and 1,2-dibromoethane (EDB) were used during grain storage activities at the Property.
- D. The Property is the subject of an environmental response project or action pursuant to the Nebraska voluntary cleanup program authorized by the Remedial Action Plan Monitoring Act.
- E. The Agency, as defined in Neb. Rev. Stat. §76-2602, is the Nebraska Department of Environment and Energy (NDEE).
- F. The selected environmental response project or action is documented in a Remedial Action Plan (dated June 2015) approved on the 5th day of August, 2015 (Document ID 20150041465). The administrative record for this project or action is available to the public and located at the Nebraska Department of Environment and Energy, 245 Fallbrook Blvd., Lincoln, NE.

NOW, THEREFORE,

Grantor hereby declares that the Property will hereinafter be bound by, held, sold and conveyed subject to the following terms, conditions, obligations, and restrictions set forth herein, which will run with the land, in perpetuity, unless amended or terminated pursuant to Paragraph 9 below.

1. Representations and Warranties. The Grantor warrants to the other signatories to this Environmental Covenant that:
 - a. The Grantor is the sole fee title owner of the Property;
 - b. The Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant free of any conflicting legal and equitable claims; and
 - c. The Grantor has identified all other persons holding legal or equitable interests, if any, including but not limited to contract buyers, mortgage holders, other consensual lien holders, and lessees and secured their consent.

2. Purpose. The purpose of this Environmental Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to contamination that remains on the Property and to ensure that the Property is not developed, used, or operated in a manner incompatible with the approved remediation.

3. Running with the Land. The Environmental Covenant is perpetual and conveys to the Holder/Grantee real property rights that will run with the land, and gives to the Agency the right to enforce the activity and use limitations described in Paragraph 4. The terms, conditions, obligations, and limitations in this Environmental Covenant are binding on the Grantor, its successors, heirs, executors, assigns and transferees, and all persons, corporations or other entities obtaining or succeeding to any right, title or interest in the Property after the effective date of this Environmental Covenant. All real estate, lots, or parcels located within the Property are subject to the terms, conditions, obligations and limitations in this Environmental Covenant. Acceptance of any conveyance, transfer, lease or sublease of the Property, or part thereof, will bind each transferee, its heirs, executors, successors, transferees and assigns to the terms, conditions, obligations, and limitations during their respective period of ownership or occupancy, as applicable. Notice of any transfer of any interest in the Property must be promptly provided to the Agency as described in Paragraph 8. The Grantor is bound by the terms, conditions, obligations and limitations in this Environmental Covenant only during its period of ownership or occupancy after the effective date. This Environmental Covenant in no way amends, modifies, limits or releases the Grantor from its duties and obligations under the approved environmental response project or action.

4. Activity and Use Limitations. The Property is subject to the following activity and use limitations:
 - a. The Property shall not be used for residential purposes, childcare facilities or school use (Preschool – 12th grade), or any land use where persons can be expected to reside.

- b. Extraction and use of groundwater underlying the Property, except for investigation or remediation approved by NDEE, is prohibited. Installation of any new wells for remediation or investigation must be done in accordance with an NDEE-approved work plan. Disturbance of investigation or remediation wells will be prohibited without prior notification and approval from NDEE.
 - c. Any ground intrusive work (including, but not limited to excavation, digging, and drilling) is prohibited in the area bordered in a bolded black line in the inset in Exhibit C (from Figure 2-16A of the approved RAP), unless actual notice is provided in advance, both verbally and in writing, to any person or entity performing any work that may result in exposure to such soil or groundwater, so that appropriate protective measures are taken to protect such workers' health and safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Environmental Covenant to any individual responsible for the intrusive work. Copies of any such written notice shall be maintained for a period of at least 5 years and shall be provided to the Agency upon request.
5. Reserved Rights of Grantor. The Grantor hereby reserves unto itself and its successors all rights and privileges in and to the use of the Property which are not incompatible with the limitations granted herein.
 6. Enforcement. The terms of this Environmental Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with Neb. Rev. Stat. §76-2611. Failure to exercise such rights of enforcement will in no event bar subsequent enforcement by any signatory and shall not be deemed a waiver of the signatory's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict or limit the Agency from exercising any authority under applicable law.
 7. Rights of Access. The Grantor and any then-current owner hereby grants to the Agency, its agents, contractors, and employees, the right of access to the Property during reasonable business hours and in accordance with the then-current owner's security and safety procedures to monitor compliance with the terms, conditions, obligations, and limitations of this Environmental Covenant. Nothing in this Environmental Covenant shall limit or otherwise affect the Agency's right of entry and access or the Agency's authority to take response actions under applicable law.
 8. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property, including but not limited to, deeds, leases and mortgages, shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be in substantially the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, the Grantor or then-owner must provide the Agency with a certified copy of said instrument and its recording reference in the Lancaster County Register of Deeds.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED _____, RECORDED IN THE

OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY,
NEBRASKA ON _____, IN DOCUMENT _____, BOOK _____, PAGE
_____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING
ACTIVITY AND USE LIMITATIONS:

- a. The Property shall not be used for residential purposes, childcare facilities or school use (Preschool – 12th grade), or any land use where persons can be expected to reside.
 - b. Extraction and use of groundwater underlying the Property, except for investigation or remediation approved by NDEE, is prohibited. Installation of any new wells for remediation or investigation must be done in accordance with an NDEE-approved work plan. Disturbance of investigation or remediation wells will be prohibited without prior notification and approval from NDEE.
 - c. Any ground intrusive work (including, but not limited to excavation, digging, and drilling) is prohibited in the area bordered in a bolded black line in the inset in Exhibit C (from Figure 2-16A of the approved RAP), unless actual notice is provided in advance, both verbally and in writing, to any person or entity performing any work that may result in exposure to such soil or groundwater, so that appropriate protective measures are taken to protect such workers' health and safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Environmental Covenant to any individual responsible for the intrusive work. Copies of any such written notice shall be maintained for a period of at least 5 years and shall be provided to the Agency upon request.
9. Amendment and Termination. Amendment or termination of this Environmental Covenant shall comply with Neb. Rev. Stat. §76-2610. The terms of this Environmental Covenant may be modified or terminated by written consent of the Director of the Agency, the then current fee simple title owner, and all original signatories unless exempted by Neb. Rev. Stat. §76-2610. The amendment or termination is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any amendment or termination of this Environmental Covenant shall be as provided by Neb. Rev. Stat. §76-2609 and such additional terms as specified in this Environmental Covenant. As provided in Neb. Rev. Stat. §76-2610(c), except for an assignment undertaken pursuant to a governmental reorganization, assignment of an environmental covenant to a new holder is an amendment.
10. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
11. Captions. The captions in this Environmental Covenant are for convenience and reference only and are not a part of this instrument and shall have no effect upon construction or interpretation.
12. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

13. Recordation. Within thirty (30) days after the date of the Agency's approval of this Environmental Covenant, the Grantor shall record the Environmental Covenant, in the same manner as a deed to the property, with the Lancaster County Register of Deeds.
14. Effective Date. The effective date of this Environmental Covenant is the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Lancaster County Register of Deeds.
15. Distribution of Environmental Covenant. Within 60 days of the effective date, the Grantor shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to:

City of Lincoln

Lancaster County

NDEE

16. Notice. Unless otherwise notified in writing by the Agency, any document or communication required by this Environmental Covenant shall be submitted to:

As to NDEE –

Superfund/VCP Section
Monitoring & Remediation Division
Nebraska Department of Environment and Energy
P.O. Box 98922 Lincoln, NE 68509-8922

As to Grantor and Holder/Grantee (as of Record Date) -

Archer Daniels Midland Company
7800 Thayer Street
Lincoln, NE 68507

with a copy to

Law Department
Archer Daniels Midland Company
4666 Faries Parkway
Decatur, IL 62526

As to City of Lincoln, Nebraska -

City of Lincoln Mayor's Office
555 S. 10th Street
Room 301
Lincoln, NE 68508

As to County of Lancaster, Nebraska -

Assessor/Register of Deeds
555 S. 10th Street
Room 102
Lincoln, NE 68508

ACKNOWLEDGEMENTS

GRANTOR:

IN WITNESS WHEREOF, Grantor, as the owner of the Property and the Holder of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 17th day of May, 2021.

ARCHER DANIELS MIDLAND COMPANY

By: *Greg Morris*
Greg Morris, Senior Vice President, President,
Ag Services and Oilseeds

STATE OF ILLINOIS

)

) ss.

COUNTY OF COOK

)

The foregoing instrument was acknowledged before me this 17th of May, 2021 by Greg Morris who acknowledged said Environmental Covenant on behalf of Grantor.

Debra A Biggs
Notary Public

(SEAL)



AGENCY:

IN WITNESS WHEREOF, NDEE, as an Agency defined in Neb. Rev. Stat. §76-2602(2), is not a party to this Environmental Covenant and does not acquire or assume any liability, obligation, or responsibility under state or federal law by virtue of signing this Environmental Covenant, nor is NDEE a Holder under Neb. Rev. Stat. §76-2602(6) and §76-2603(a).

NEBRASKA DEPARTMENT OF
ENVIRONMENT AND ENERGY

By: 
Director

STATE OF NEBRASKA

)
) ss.

COUNTY OF LANCASTER

)

The foregoing instrument was acknowledged before me this 9 of June, 2021 by Jim Macy who acknowledged said Environmental Covenant on behalf of the Agency.


Notary Public

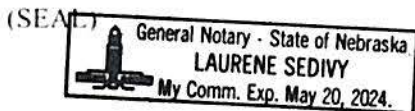


EXHIBIT A

A strip of land situated in the N ½ of Section 3, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, described as followed, to-wit:

Commencing at the center of said Section 3; thence Westerly along the South line of the NW ¼ of said Section 3 a distance of 1,325.63 feet, more or less, to the West line of the E ½ NW ¼ of said Section 3; thence North along the West line of said E ½ NW ¼ a distance of 963.84 feet, more or less, to a point in the Southeasterly right of way line of U.S. Highway No. 6 (City Route); thence Northeasterly along said Southeasterly right of way line a distance of 143.60 feet to the most Northerly Northwest corner of a tract of land described in deed dated November 7, 1958 from Chicago, Burlington & Quincy Railroad Company to Petroleum Inc. and the True Point of Beginning; thence Easterly along the Northerly line of said "Petroleum Inc." property a distance of 146 feet, more or less, to the Southwest corner of a strip of land described in Quitclaim Deed dated March 5, 1968 from Chicago, Burlington & Quincy Railroad Company to Archer Daniels Midland Company; thence North along the West line of said "Archer Daniels Midland" property 20 feet, more or less, to the Northwest corner thereof; thence Easterly along the Northerly line of said "Archer Daniels Midland" property a distance of 1,885.4 feet, more or less, to the intersection with the Southerly extension of the East line of Lot 41 of the NE ¼ of said Section 3; thence North along said Southerly extension 40 feet, more or less, to the Southeast corner of a tract of land described in Quitclaim Deed dated February 25, 1974 from Burlington Northern, Inc. to Dobson Brothers Construction Company; thence West along the South line of said "Dobson Brothers" property a distance of 1,070.70 feet to the Southwest corner thereof; thence continuing Westerly along a line parallel with and 70.0 feet normally distant Northerly from the North line of said "Petroleum Inc." property a distance of 886 feet, more or less, to a point in the Southeasterly right of way line of U. S. Highway No. 6 (City Route) at the Southwest corner of a tract of land described in deed dated April 25, 1963 from Chicago, Burlington & Quincy Railroad Company to Ralston Purina Company; thence Southwesterly along said Southeasterly right of way line a distance of 101.66 feet, more or less, to the True Point of Beginning. *NKA*

Lot 57 of Irregular Tracts in the N ½ of Section 3, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

Also:

Lot Twenty-Six (26) of Irregular Tracts in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 3, Township 10 North, Range 7 East of the 6th P.M.

EXHIBIT B

Ownership Parcels

Parcel ID: 1703100010000
Site Address: 5400 N COTNER BLVD, LINCOLN, NE 68507
Legal Description: S3, T10, R7, 6th Principal Meridian, 1 RREGULAR TRACT 26 NW & IRREGULAR TRACT LOT 57 N1/2 ALL

Owner Information:
ARCHER DANIELS MIDLAND CO TAX DEPARTMENT LOC. 268
PO BOX 1470
DECATUR, IL 62525
Assessed Value: \$6,121,500
[Assessor Property Details](#)
[Property Photo:](#)

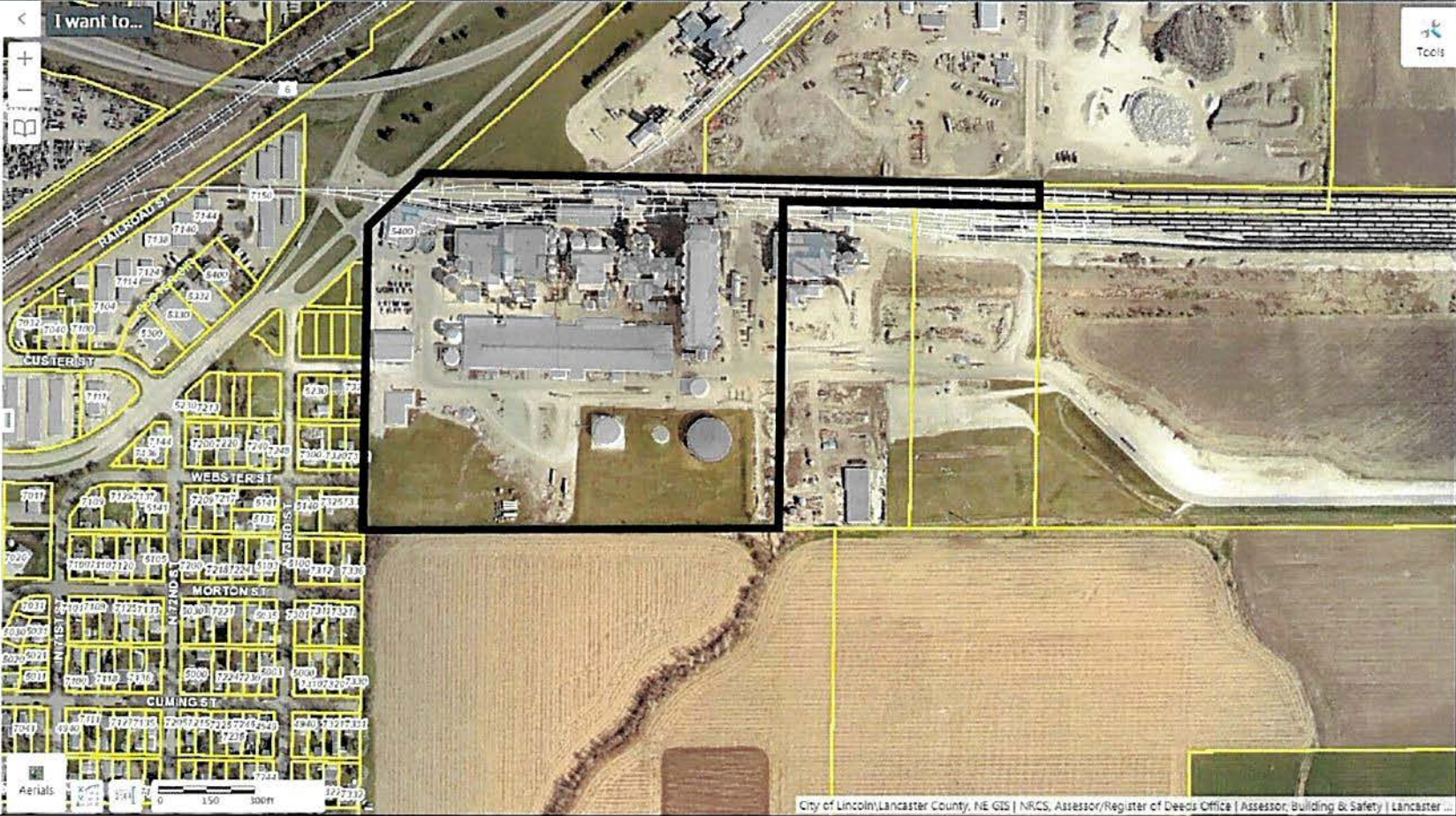


EXHIBIT C

Ownership Parcels (1)

Ownership Parcels

Parcel ID: 1703100010000
Site Address: 5400 N COTNER BLVD, LINCOLN, NE 68507

Legal Description: S3, T10, R7, 6th Principal Meridian, 1 RREGULAR TRACT 26 NW & IRREGULAR TRACT LOT 57 N1/2 ALL

Owner Information:
ARCHER DANIELS MIDLAND CO TAX DEPARTMENT LOC. 268
PO BOX 1470
DECATUR, IL 62525
Assessed Value: \$6,121,500
[View Property Details](#)

Property Photo:

