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Inst # 2009044576 Tue Aug 11 10:53:29 CDT 2009  
Filing Fee: \$71.00  
Lancaster County, NE Assessor/Register of Deeds  
cpookg Office RESCOV  
Pages 14



Inst # 2009058483 Mon Nov 02 13:54:01 CST 2009  
Filing Fee: \$71.00  
Lancaster County, NE Assessor/Register of Deeds  
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Pages 14



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**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

General Dynamics Armament and Technical Products, Inc. (Grantor), 4300 Industrial Avenue  
Lincoln, NE 68504

Space Above for Record's Use Only

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is executed this 20 day of April, 2009, by General Dynamics Armament and Technical Products, Inc., Grantor, and Brunswick Corporation, Holder/Grantee, pursuant to the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§ 76-2601 to 76-2613.

**RECITALS:**

A. By way of the merger of Lincoln Properties, Inc., into General Dynamics Armament and Technical Products, Inc., a Delaware corporation, on December 31, 2002, in accordance with the Merger Certificate attached hereto as Exhibit A, the Grantor acquired Lincoln Properties, Inc., and is now the owner of real property located at 4300 Industrial Avenue, Lincoln NE, 68504 in Lancaster County, Nebraska, legally described as follows:

A tract of land in the North One-Half (N1/2) of the Northwest Quarter (NW1/4) of Section Seven (7), Township Ten (10) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska, more particularly described as beginning at a point forty (40) feet south from and seven hundred three (703) feet east of the Northwest Corner of said Section Seven (7) as the place of beginning, thence southerly seven hundred three (703) feet east from and parallel to the west line of said Northwest Quarter (NW1/4) a distance of five hundred and one-tenth feet (500.1), thence easterly on a line five hundred forty and one-tenth (540.1) feet southerly from and parallel to the north line of said Northwest Quarter (NW1/4) a distance of one thousand three hundred sixty and one tenth (1360.1) feet to intersect the westerly Chicago & Northwestern Railroad right-of-way line, thence in a northeasterly direction along said Chicago & Northwestern Railroad right-of-way line a distance of five hundred twelve and one tenth (512.1) feet to a point forty (40) feet Southerly from the north line of said Northwest Quarter (NW1/4), thence westerly on a line forty (40) feet southerly from and parallel to the north line of said Northwest Quarter (NW1/4) a distance of one thousand four hundred sixty-six and three tenths (1466.3) feet

*Dogwood & Hartson Env*

to the place of beginning, containing 16.22 acres. Also known as Lot 154 and Lot 155 of irregular tracts in the North One-Half of the Northwest Quarter of said Section 7. See Exhibit B attached hereto and incorporated herein by reference.

B. Holder/Grantee is Brunswick Corporation, a Delaware corporation. See Neb Rev Stat § 76-2603 for description of persons and entities who may be holders and the nature of their rights.

C. The Property has been used for industrial purposes. The property is currently used for industrial purposes. Historically, the owners of the facility periodically used trichloroethene (TCE) as a cleaning solvent. This activity resulted in a release(s) of certain hazardous substances, pollutants or contaminants by a prior owner, Brunswick Corporation.

D. The Property is the subject of an environmental response project or action pursuant to the Resource Conservation and Recovery Act (RCRA) Corrective Action Permit, which is being administered by the United States Environmental Protection Agency (USEPA).

E. The Agency, as defined in Neb. Rev. Stat. § 76-2602, is USEPA.

F. The selected environmental response project or action is documented in the RCRA Permit issued to Grantee (EPA ID No. NED 043534635). The administrative record for this project or action is available to the public and located at the USEPA, Region 7 offices, 901 North 5<sup>th</sup> Street, in Kansas City, Kansas.

**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 11 below.

1. Representations and Warranties. The Grantor warrants to the other signatories to this 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, 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.

*154 - RCRA L169 7/2/14*

3. Running with the Land. The Environmental Covenant is perpetual and conveys to the Holder/Grantee real property rights (a servitude that imposes activity and use limitations) 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 by the transferor. 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 or Grantee from any respective duties and obligations it may have 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 only be used for industrial or commercial purposes; provided, however, the Property specifically shall not be used for childcare, preschool, dormitory or nursing home facilities.

b. Potable water supply wells are prohibited on any part of the property.

c. Except as allowed by this paragraph, no groundwater supply wells may be installed on the Property in or through the upper aquifer because there is a plume of contaminants in groundwater under the Property. Extraction and monitoring wells may be installed as part of the environmental response project, as approved by the Agency. A non-potable water supply well may be installed if it can be shown to the Agency's satisfaction that (i) the water supply well can be installed on the Property without impacting the contaminant plume in the upper aquifer, (ii) such water supply well will be constructed in a manner that will prevent human exposure to the plume contaminants, and (iii) the installation of such well is in accordance with local ordinances and state regulations.

d. Areas of the Property where contamination may be encountered in soils, based on historical results and as depicted on the cross-hatched area depicted in Figure 1, shall not be disturbed without compliance with OSHA and RCRA requirements and 30-day prior written notice to the Agency, except in the case of emergency utility repair activities or other subsurface work necessary for human health and safety. In these cases, Agency shall be notified within 10 working days after initiation of emergency work at the Property.

e. To prevent or minimize exposure to soil gas vapors, any building or structure planned for human occupancy and that will be constructed in the future on the Property shall be constructed to include a vapor mitigation system. The vapor mitigation system shall generally conform to vapor mitigation systems described in "The Vapor Intrusion Pathway: A Practical Guideline," dated January 2007 and prepared by the Interstate Technology & Regulatory Council. The Agency, upon request, shall be provided with a copy of the construction plans for the as-built vapor mitigation system.

f. Vapor mitigation systems in buildings constructed in the future on the Property shall be maintained so that the system continues to meet the intended function to protect human health from soil gas vapors.

g. Removal/demolition of any existing building shall include appropriate protection for workers to account for potential unacceptable exposure to contamination in soil or groundwater as described in 4.d above. The foundation or other cover above the crosshatched area depicted in Figure 1 shall remain in place and shall not be disturbed without EPA approval, except in the case of emergency utility repair activities or other subsurface work necessary for human health and safety. In these cases, the Agency shall be notified within 10 working days after initiation of emergency work on the foundation or other cover above the crosshatched area depicted in Figure 1, and the foundation or other cover above the crosshatched area depicted in Figure 1 shall be repaired.

h. If it can be shown that the environmental contamination is no longer a threat and/or unacceptable exposures are eliminated to the Agency's satisfaction, the use restrictions and other obligations imposed by Section 4 may be rescinded upon written approval from the Agency.

5. Reserved Rights of Grantor. The Grantor hereby reserves unto itself and its title owner successors all rights and privileges in and to the use of the Property which are not incompatible with the limitation granted herein.

6. Compliance Reporting. One year from the effective date of this Environmental Covenant, and on an annual basis thereafter until such time as this Environmental Covenant is terminated, the Holder/Grantee shall submit to the Agency written documentation verifying that the activity and use limitations remain in place and are being complied with. Any signatory to this Environmental Covenant shall notify the Agency as soon as possible of conditions that would constitute a breach of the activity and use limitations.

7. 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. The prevailing party in any action to enforce any provision of this Environmental Covenant is entitled to recover all costs of such action, including reasonable attorney fees. Any

Holder/Grantee and the Agency shall be entitled to recover damages for violations of this Environmental Covenant.

8. 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 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.

9. 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 \_\_\_ DAY OF \_\_\_\_\_, 2009, 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 ONLY BE USED FOR INDUSTRIAL OR COMMERCIAL PURPOSE; PROVIDED, HOWEVER, THE PROPERTY SPECIFICALLY SHALL NOT BE USED FOR CHILDCARE, PRESCHOOL, DORMITORY OR NURSING HOME FACILITIES. IF IT CAN BE SHOWN TO THE AGENCY THAT THE ENVIRONMENTAL CONTAMINATION IS NO LONGER A THREAT AND/OR UNACCEPTABLE EXPOSURES ARE ELIMINATED TO THE AGENCY'S APPROVAL, THE PROHIBITED USES SHALL BE ALLOWED; (B) NO NEW DRINKING WATER WELLS WILL BE INSTALLED ON THE PROPERTY AND NEW COOLING WATER SUPPLY WELLS MUST COMPLY WITH THE TERMS OF THE ENVIRONMENTAL COVENANT; (C) ANY FUTURE BUILDING OR STRUCTURE PLANNED FOR HUMAN OCCUPANCY SHALL BE CONSTRUCTED TO INCLUDE A VAPOR MITIGATION SYSTEM CONSISTENT WITH THE ENVIRONMENTAL COVENANT; (D) AREAS IN THE SOILS IDENTIFIED IN THE ATTACHED FIGURE SHALL NOT BE DISTURBED WITHOUT COMPLIANCE WITH THE TERMS OF THE ENVIRONMENTAL COVENANT; (E) RIGHTS OF ACCESS ARE GRANTED TO THE HOLDER AND THE AGENCY PURSUANT TO THE ENVIRONMENTAL COVENANT; (F) REMOVAL/DEMOLITION OF EXISTING BUILDING SHALL INCLUDE APPROPRIATE PROTECTION FOR WORKERS AS DESCRIBED IN THE ENVIRONMENTAL COVENANT.

10. Waiver of Certain Defenses. The persons and entities bound by this Environmental Covenant hereby waive any defense to the enforcement of this Environmental Covenant based on laches, estoppel, statute of limitations, or prescription.

11. 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.

12. 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.

13. 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.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

15. 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.

16. 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.

17. 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 the Grantee and the Agency, and each person identified in NRS 76-2607(a) and 76-2608(c).

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

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

United States Environmental Protection Agency  
Region 7, Air and Waste Management Division  
901 North 5<sup>th</sup> Street  
Kansas City, Kansas 66101

**ACKNOWLEDGEMENTS**

**GRANTOR:**

**IN WITNESS WHEREOF**, Grantor, as the owner of this Property, has caused this Environmental Covenant to be executed on this 20 day of April, 2009.

By: Holly Webster  
General Dynamics Armament and Technical Products, Inc.

[Title] Sr. Manager Facilities

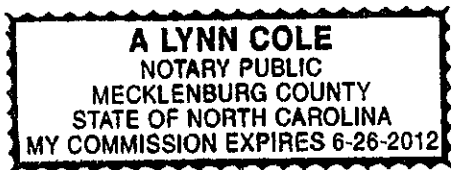
STATE OF NORTH CAROLINA )

COUNTY OF Mecklenburg ) ss. North Carolina

The foregoing instrument was acknowledged before me this 20<sup>th</sup> of April, 2009 by A. Lynn Cole who acknowledged said Environmental Covenant on behalf of Grantor, General Dynamics Armament and Technical Products, Inc.

A. Lynn Cole  
Notary Public

(SEAL)



**HOLDER/GRANTEE:**

IN WITNESS WHEREOF, Holder/Grantee of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 12 day of May, 2009.

By:   
Brunswick Corporation

Vice President, General Counsel & Secretary  
[Title]

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF Lake     )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> of May, 2009 by Lloyd C. Chatfield who acknowledged said Environmental Covenant on behalf of Holder/Grantee.

  
Notary Public



(SEAL)



**AGENCY:**

**IN WITNESS WHEREOF**, EPA, 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 EPA a Holder under Neb. Rev. Stat. §§ 76-2602(6) and 76-2603(a).

**United States Environmental Protection Agency**

By: John D. Smith  
for Rebecca Weber  
Director, Air and Waste Management Division  
Region 7

STATE OF KANSAS            )  
  ) ss  
COUNTY OF Wyandotte )

The foregoing instrument was acknowledged before me this 22nd of July, 2009 by John Smith who acknowledged said Environmental Covenant on behalf of the Agency.

Kent Johnson  
Notary Public

(SEAL)

KENT JOHNSON  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. 7/23/11

**CERTIFICATE OF OWNERSHIP AND MERGER**  
of  
**LINCOLN PROPERTIES, INC.**  
into  
**GENERAL DYNAMICS ARMAMENT AND TECHNICAL PRODUCTS, INC.**

Pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "Delaware Act") General Dynamics Armament and Technical Products, Inc., a Delaware corporation (the "Corporation"), does hereby certify the following information:

1. The Corporation is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of the stock of Lincoln Properties, Inc., which is also a business corporation of the State of Delaware.
3. On December 16, 2002, the Board of Directors of the Corporation adopted the following resolutions by unanimous written consent pursuant to Section 141(f) of the Delaware Act, to merge Lincoln Properties, Inc. into the Corporation:

I. Merger.

RESOLVED, that pursuant to Section 253 of the Delaware Act and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, the merger of Lincoln Properties, Inc., a Delaware corporation and a wholly-owned subsidiary of the Corporation, into the Corporation, and all of the transactions contemplated thereby, be and they hereby are, in all respects, authorized and approved with an effective date and time of December 31, 2002 at 11:59 p.m. Eastern time.

II. Miscellaneous.

RESOLVED, that each of the executive officers of the Corporation (the "Officers") and their designees, is hereby authorized and empowered, for and on behalf of the Corporation, to prepare, negotiate, execute, deliver, and where applicable, file any and all agreements, documents, certificates and other instruments, necessary or advisable in order to effectuate the foregoing resolutions, with such additions, modifications or changes therein as such Officer or Officers may determine to be necessary, appropriate or desirable in the terms thereof, such determination to be conclusively evidenced by the execution thereof by such Officer or Officers;

RESOLVED, that the Officers, and each of them individually, are hereby authorized and empowered, for and on behalf of the Corporation, to take all such other actions as such Officer or Officers may deem necessary or advisable, in each case in order to effectuate the foregoing resolutions; and

**RESOLVED, that all actions taken prior to this date by any Officer or authorized agent of the Corporation in connection with the foregoing be, and they hereby are, ratified and approved in all respects.**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be duly executed as of the 17<sup>th</sup> day of December, 2002.

GENERAL DYNAMICS ARMAMENT AND  
TECHNICAL PRODUCTS, INC.

By: Margaret N. House  
Margaret N. House  
Secretary

#66882\_2

**Exhibit B**

**Description of Additional Land**

Lot 22, Lincoln Industrial Addition, in the NW1/4 Section 7, Township 10 North Range 7 East, 6th P.M., Lincoln, Lancaster County, Nebraska. Described as follows:

Beginning at the SW Corner Lot 94 I.T., NW1/4 said Section 7; thence easterly along south line said Lot 94 on an assumed bearing of N 89° -11' East, a distance of 1360.1 feet to a point on the west right-of-way line of the Chicago, North Western Railroad Track, 50 feet from the centerline said track, measured normally to same; thence S 11° -54' W, along said right-of-way, a distance of 652.4 feet; thence S 89° -53' W, a distance of 1224.9 feet to the east line Industrial Avenue; thence North along said east line a distance of 621 feet to point of beginning. Containing 18.7 acres, more or less.

# SURVEY RECORD

Lancaster County, Nebraska

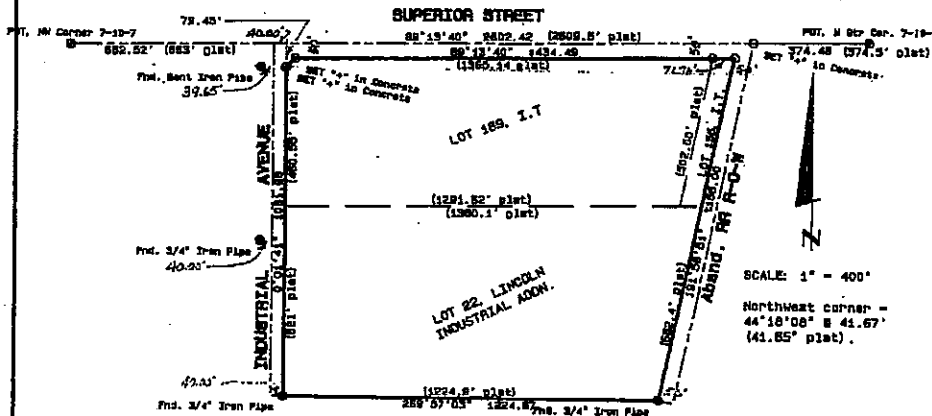
## CONSULTING NEBRASKA ASSOCIATES

2332 N. Cotner Blvd., Suite B      Lincoln, Nebraska 68507

Phone: (402) 466-3637

Sheet 1 of 1

Survey of Lot 22, Lincoln Industrial Addition; And all of Lot 169 and part of Lot 155.  
Irregular Tracts, all in the Northwest Quarter of  
..... Section 7, T. 10 N., R. 7 East of the 6th P.M.

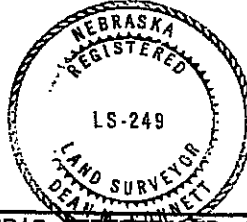


**LEGAL DESCRIPTION:**

Lot 22, Lincoln Industrial Addition to the City of Lincoln; And all of Lot 169 and part of Lot 155, Irregular Tracts in the Northwest Quarter #NW 1/4 of Section 7, Township 10 North, Range 7 East of the 6th P. M., Lancaster County, Nebraska, more fully described by notes and bounds as follows:  
Referring to the Northwest Corner of said NW 1/4;  
Thence 89°13'40" (assumed azimuth), in an Easterly direction along the North Line of said NW 1/4, a distance of 702.52 feet to the Easterly Line of Industrial Avenue, extended Northerly, as plotted in said City;  
Thence 180°01'41", in a Southerly direction along said Easterly Line of Industrial Avenue, a distance of 78.43 to the POINT OF BEGINNING;  
Thence 44°18'08", in a Northeasterly direction, a distance of 41.67 feet to a point on a line 50.00 feet Southerly from end parallel with the North Line of said NW 1/4;  
Thence 89°13'40", in an Easterly direction along a line 50.00 feet Southerly from end parallel with the North Line of said NW 1/4, a distance of 1862.73 feet to the Northeast corner of said Lot 169, I.T.;  
Thence continuing 89°13'40", in an Easterly direction along the last described course, a distance of 71.78 feet to the Westerly 50.00 feet Right-of-Way Line of the Chicago Northwestern Railroad and the Easterly Line of said Lot 155, I.T.;  
Thence 181°55'51", in a South-Southwesterly direction along said 50.00 feet Right-of-Way line and the Easterly line of said Lot 155, I.T., and said Lot 22, a distance of 1155.00 feet to the southeasterly corner of said Lot 22;  
Thence 289°57'03", in a Westerly direction along the Southerly Line of said Lot 22, a distance of 1224.87 feet to the Easterly Right-of-Way Line of said Industrial Avenue;  
Thence 0°01'41", in a Northerly direction along said Right-of-Way Line, a distance of 1081.86 feet to the POINT OF BEGINNING;  
And containing 1,504,632.4 square feet or 34.542 acres, more or less.

**TIES:** NW Corner, NW Qtr. Sect. 7-10N-7E  
Fnd. 1 1/4" Square Iron Pin in Std. City Surv. Mon. in the inters. of Superior & 27th Streets.  
Fnd. second Std. City Surv. Mon. 1.47' NW of True Corner  
..79.0' NE to SE corner steel base on signal light pole.  
..78.2' SE to SW corner steel base on signal light pole.  
..76.7' SW to NW corner steel base on signal light pole.  
..83.8' NW to NE corner steel base on signal light pole.

**TIES:** North Qtr. Corner, Section 7-10N-7E  
Fnd. 1 1/4" Square Iron Pin in Superior St. Asph. Pavement.  
..27.00' NE to Fnd. nail in E. face of power pole.  
..38.08' South to Fnd. nail in E. face of power pole.  
..83.31' NW to bolt on S. side guard rail post.  
..16.18' (D.H.) NE to top bolt on Fire Hydrant.



Signed this 21st day of February, 1990

by Dean M. Connitt  
Dean M. Connitt, Nebr. L. S. 249

**SURVEYOR'S CERTIFICATION**

I hereby certify to Brunswick Corp. that on the 19th day of February, 1990 the accompanying survey was conducted under my supervision. 1" x 24" Iron pipe were set at points marked "D". All dimensions are in feet and decimals of a foot and are chord distances unless otherwise noted.

# Area of Property Where Contamination May Be Encountered in Soils

GDATP (Formerly Brunwick) Site, Lincoln, Nebraska

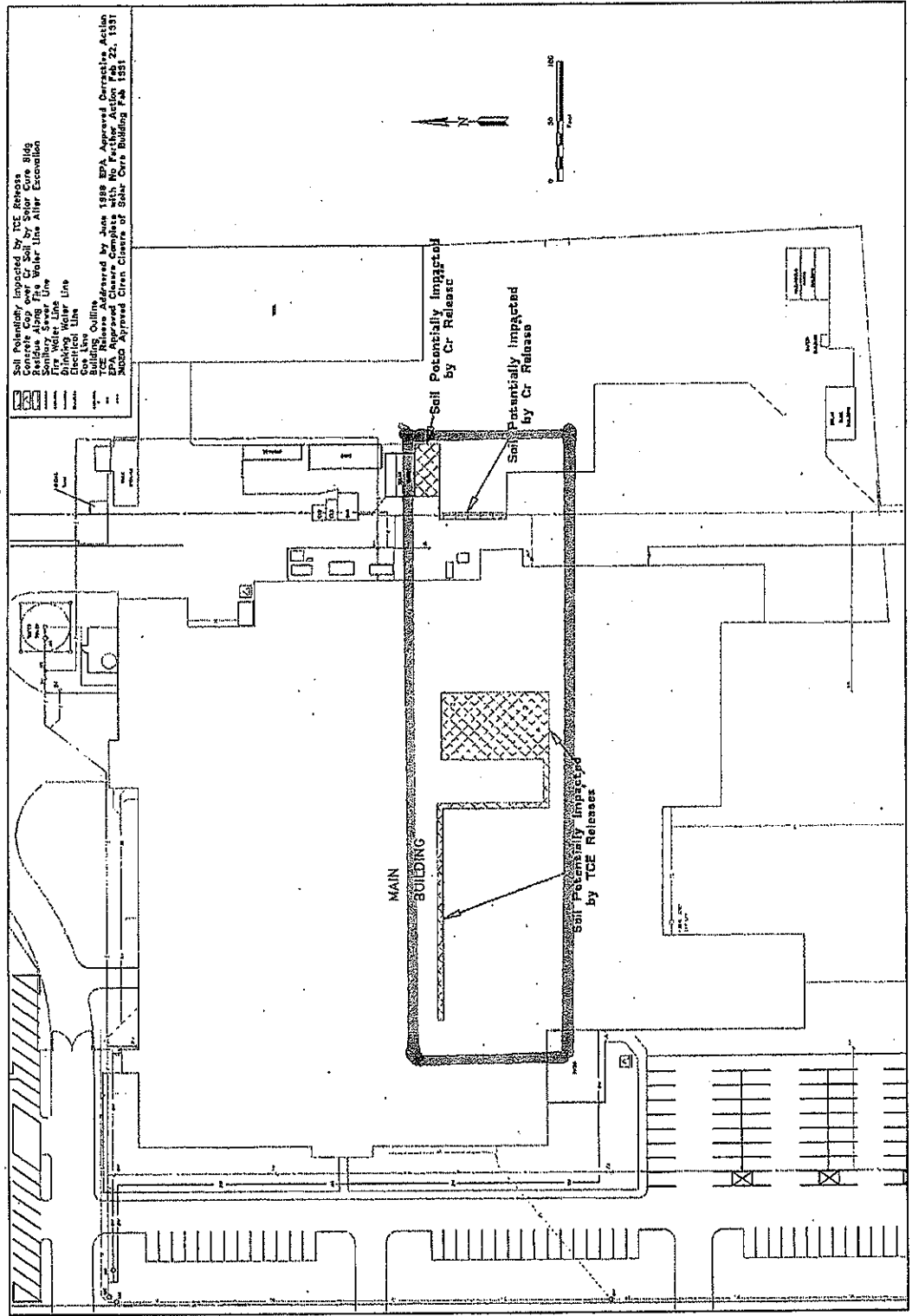


Figure 1

# Area of Property Where Contamination May Be Encountered in Soils

GDATP (Formerly Brunwick) Site, Lincoln, Nebraska

