

State of Nebraska)
Stanton County) SS. #2018-00294 (11)
Filed & Recorded 3 23 2018 at
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Instruments at page 957
Wanda Hoermann Clerk
Kris Unzer Deputy
Fees \$ 70.00 (Pd) Chg

When Recorded Return to:
Roy Srymanske
Nucor Steel - Nebraska
2911 E Nucor Rd
Norfolk, NE 68701

Document Title: Environmental Covenant

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

Nucor Corporation
2911 East Nucor Road, Norfolk, Nebraska 68701

Space Above for Recorder's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 13 day of March, 2018 by Nucor Corporation, Grantor and Nucor Corporation, 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 2911 East Nucor Road in Norfolk, Stanton County, Nebraska, legally described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE SIXTH P.M., STANTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE SIXTH P.M., STANTON COUNTY, NEBRASKA; THENCE N87°53'35"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 419.74 FEET; THENCE N02°06'25"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 712.80 FEET TO THE POINT OF BEGINNING; THENCE N01°53'20"W, A DISTANCE OF 598.80 FEET; THENCE N88°07'15"E, A DISTANCE OF 712.12 FEET; THENCE S29°33'33"E, A DISTANCE OF 419.81 FEET; THENCE S02°01'44"E, A DISTANCE OF 138.40 FEET; THENCE S87°58'16"W, A DISTANCE OF 111.04 FEET; THENCE S01°26'44"E, A DISTANCE OF 88.22 FEET; THENCE S88°06'40"W, A DISTANCE OF 795.68 FEET TO THE POINT OF BEGINNING, CONTAINING 11.41 ACRES, MORE OR LESS.

B. Holder/Grantee is Nucor Corporation.

C. The Property has been used as a steel mill and was the site of release(s) of certain hazardous substances, pollutants or contaminants. Nucor recycles scrap steel into new steel products, a process that generates electric arc furnace (EAF) dust, known as K061 which is a listed hazardous waste. Past practices at the Property had released EAF dust to the environment. As acknowledged in the January 2018 Final Remedy Decision and Response to Comments, soil contaminated with EAF dust has been remediated and is no longer present onsite. The final remedy includes this environmental covenant and groundwater monitoring in the area down-gradient of the former Corrective Action Management Unit (CAMU) where some of this soil was previously consolidated.

D. The Property is the subject of an environmental response project or action pursuant to the Resource Conservation and Recovery Act to address these releases of EAF dust. Periodic sampling of groundwater is ongoing pursuant to the "CAMU Sampling and Analysis Plan and Quality Assurance

Plan, Remedial Action and Closure / Post Closure Plan (RACP) for Baghouse NN2” dated October 2015.

E. The Agency, as defined in Neb. Rev. Stat. §76-2602, is the United States Environmental Protection Agency (U.S. EPA).

F. The selected environmental response project or action is documented in a Final Remedy Decision and Response to Comments dated January 3, 2018. The administrative record for this project or action is available to the public and located at the U.S. EPA Region 7 Office, 11201 Renner Boulevard, Lenexa, 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 remedy.
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 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 from its duties and obligations under the approved environmental response project or action.

4. Activity and Use Limitations. The Property contains groundwater contaminated with metals, primarily arsenic, barium, and lead, above their applicable cleanup standards and is subject to the following activity and use limitations:
- a. Except for the purposes of investigation or remediation approved by the Agency, extraction and/or use of the groundwater underlying the Property is prohibited;
 - b. Installation of any new groundwater wells in the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes installed in accordance with an Agency-approved work plan;
 - c. Existing monitoring wells located in the Property shall be preserved and maintained, and shall not be abandoned or closed without the approval of the Agency;
 - d. Construction workers shall not be exposed to groundwater at the Property in any manner without the prior written approval of the Agency. If an Owner/Transferee desires to disturb soil beneath the water table in the Property, then such Owner/Transferee shall request permission to do so from the Agency at least 30 days before the soil disturbance activities are scheduled to begin. Contaminated groundwater may be disturbed if necessary during an emergency such as water or gas main break, fire, explosion or natural disaster, in which case the Owner/Transferee shall ensure that notification is provided to the Agency verbally or in writing as soon as practicable, but no later than 24 hours after the disturbance. Any contaminated groundwater disturbed as part of an emergency response action must remain in the excavation, or be properly characterized, managed and disposed of in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report to the Agency describing the emergency and any response actions; and
 - e. In the event that construction work is to be performed that may expose workers to contaminated groundwater in the Property, Owner/Transferee shall ensure that 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 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 Covenant to any individuals responsible for the construction.

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. 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 then-current fee simple owner of the Property 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 by Holder/Grantee, the Agency, and/or the Nebraska Department of Environmental Quality (NDEQ) as a third-party beneficiary 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 or the NDEQ 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, the Agency, and the NDEQ shall be entitled to recover damages for violations of this Environmental Covenant or for any injury to the remedial action required by the Agency, or, as appropriate, the NDEQ, to the public or to the environment protected by this Environmental Covenant.

8. Rights of Access. The Grantor and any then-current owner hereby grants to each of the Agency and the NDEQ, and their 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 or the NDEQ's right of entry and access or their 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 Stanton County Register of Deeds.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED March 13, 2018, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF STANTON COUNTY, NEBRASKA ON 3/23/2018, IN [DOCUMENT *, BOOK 70, PAGE 957]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: [Insert the language that describes the activity and use limitations exactly as it appears in Paragraph 4 of this Environmental Covenant.] * #2018-00294

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. Such written consent shall be provided when Nucor achieves concentrations below the maximum concentration level outlined in Section 1.3(3) of the "CAMU Sampling and Analysis Plan and Quality Assurance Plan, Remedial Action and Closure / Post Closure Plan (RACP) for Baghouse NN2" (dated October, 2015) for all groundwater monitoring wells installed and operated pursuant to such plan for three consecutive annual sampling events. 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 Stanton 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 Stanton 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 each person identified in Neb. Rev. Stat. §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:

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

Director, Air and Waste Management Division
U.S. Environmental Protection Agency Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219



ACKNOWLEDGEMENTS

GRANTOR:

IN WITNESS WHEREOF, Grantor, as the owner of the Property of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 6 day of MARCH, 2018.

By: Troy Brooks
Troy Brooks
General Manager / Vice President

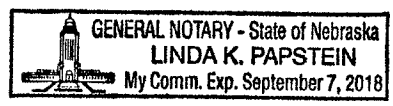
3/6/18
Date

STATE OF NEBRASKA)
) ss.
COUNTY OF STANTON)

The foregoing instrument was acknowledged before me this 6TH of MARCH, 2018 by TROY BROOKS who acknowledged said Environmental Covenant on behalf of Grantor.

Notary Public Linda K Papstein

(SEAL)



HOLDER/GRANTEE:

IN WITNESS WHEREOF, Grantee of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 6 day of MARCH, 2018.

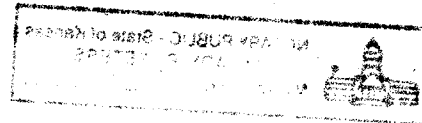
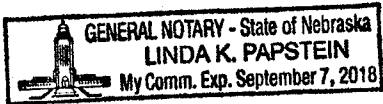
By: *Troy Brooks*
Troy Brooks
General Manager / Vice President
3/6/18
Date

STATE OF NEBRASKA)
) ss.
COUNTY OF STANTON)

The foregoing instrument was acknowledged before me this 6th of MARCH, 2018 by TROY BROOKS who acknowledged said Environmental Covenant on behalf of Grantee.

Notary Public *Linda K Papstein*

(SEAL)



AGENCY:

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

U.S. ENVIRONMENTAL PROTECTION
AGENCY

By: John Smith
~~Becky Weber~~, Director JOHN SMITH, ACTING
Air and Waste Management Division

March 13, 2018
Date

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 13th of March, 2018 by ~~Rebecca Weber~~ who acknowledged said Environmental Covenant on behalf of the Agency.

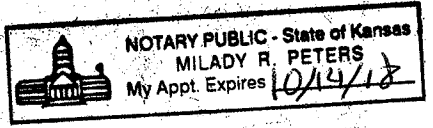
JOHN SMITH, ACTING

Milady R. Peters

Notary Public

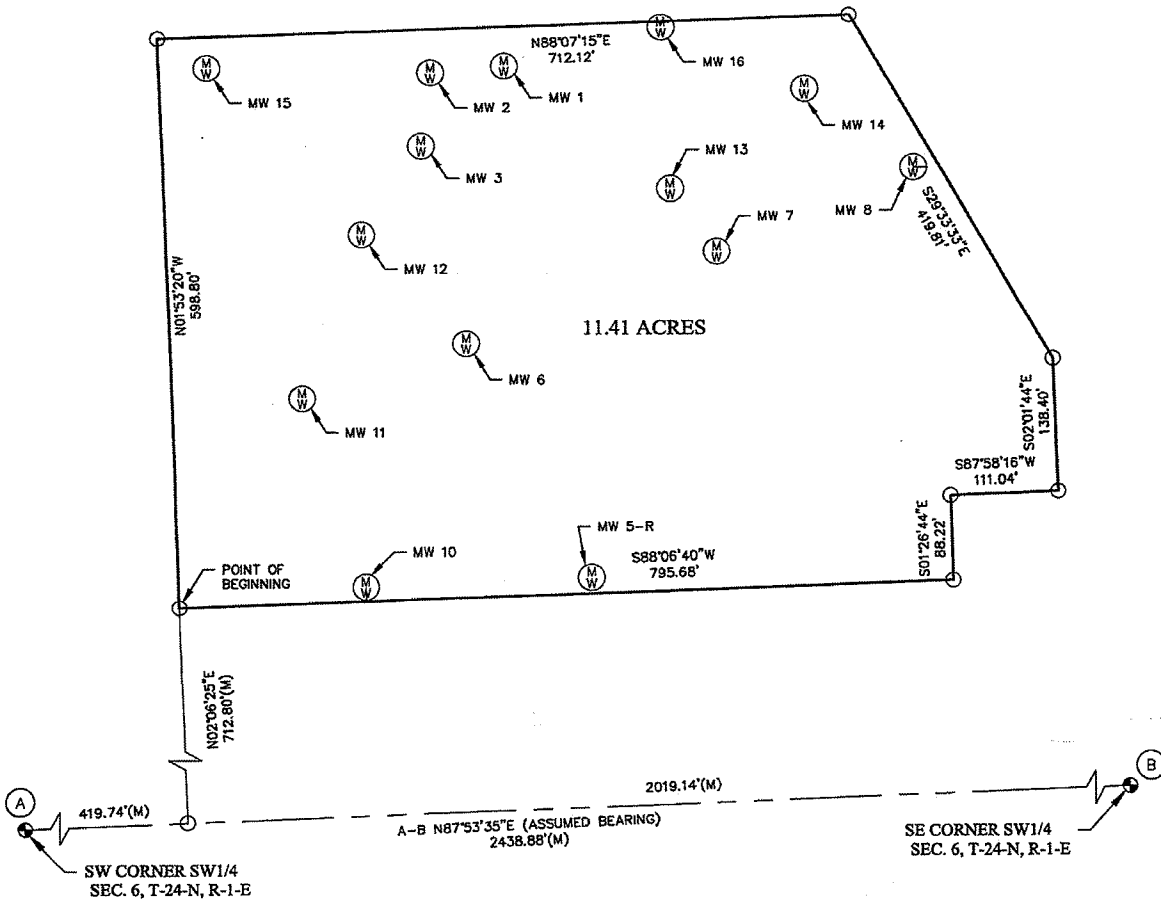


(SEAL)

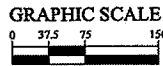
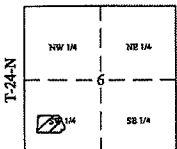


SURVEY RECORD

NUCOR



VICINITY SKETCH
STANTON COUNTY
NEBRASKA
R-1-E



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE
 - ⊕ MONITORING WELL

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE SIXTH P.M., STANTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE SIXTH P.M., STANTON COUNTY, NEBRASKA; THENCE N87°53'35\"/>

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Jeffrey S. Ryan
JEFFREY S. RYAN, LS 541



DATE 1/11/2018	 JEO CONSULTING GROUP INC 800.723.8567 Norfolk, NE 402.371.6416 www.jeo.com
SCALE 1"=150'	
DRAWN KSL	
JOB NO. R180043	
FIELD BOOK NUCOR N-2	
FIELD WORK CP	
SHEET 1 OF 2	
FILE NO.	

SURVEY RECORD

NUCOR

CORNER TIES:

- (A) SW CORNER SW1/4 SECTION 6-T24N-R1E**
 FOUND A 3/4" PIPE WITH A PLASTIC CAP
- | | | |
|----|--------|---|
| E | 46.83' | TO THE END OF A GUARDRAIL |
| W | 46.95' | TO A SIGN POST |
| NW | 65.98' | TO A NAIL IN A TELEPHONE PEDESTAL GUARD POST |
| NE | 91.10' | TO A NAIL IN THE SOUTH FACE OF A POWER POLE (1' ABOVE GROUND) |
| NE | 97.95' | TO THE CORNER OF A CHAIN LINK FENCE POST |
| N | 9.2' | TO THE SOUTH EDGE OF A ROAD |

- (B) SE CORNER SW1/4 SECTION 6-T24N-R1E**
 FOUND A 1" PIPE WITH A PLASTIC CAP FLUSH WITH CONCRETE PAVING
- | | | |
|-----|--------|---|
| SSW | 35.90' | TO A FOUND NAIL IN THE TOP OF A GATE POST |
| SW | 38.56' | TO A FOUND NAIL IN THE TOP OF A BRACE POST |
| NW | 71.57' | TO THE SE FACE OF A CHAIN LINK FENCE CORNER POST (1' ABOVE GROUND) |
| SE | 50.39' | TO THE NW FACE OF THE FOURTH CHAIN LINK FENCE POST EAST (39') OF A CHAIN LINK FENCE SOUTH (3' ABOVE GROUND) |
| S | 33.38' | TO THE NORTH FACE OF A CHAIN LINK FENCE CORNER POST (3.5' ABOVE GROUND) |
| S | 1.25' | TO THE SOUTH EDGE OF A CONCRETE ROAD |
| W | 1' | TO CHAIN LINK FENCE SOUTH |
- CORNER IS 1' EAST OF CHAIN LINK FENCE SOUTH


SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF NUCOR. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND CREATE A METES AND BOUNDS DESCRIPTION OF A PARCEL OF LAND FOR A PROTECTION AREA LEGAL DESCRIPTION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE SIXTH P.M., STANTON COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE DESCRIBED IN THE CORNER TIES.

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R8 GNSS RECEIVER, THE SEILER INSTRUMENTS VRS NETWORK, AND A 100 FOOT STEEL TAPE.

DATE	1/11/2018
SCALE	1"=150'
DRAWN	KSL
JOB NO.	R180043
FIELD BOOK	NUCOR N-2
FIELD WORK	CP
SHEET	2 OF 2
FILE NO.	



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