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

mail

Snyder Industries, Inc.
Attn: Greg Wade, CEO
6940 O St. Suite #100
Lincoln, NE 68510

NE Dept of Environment and Energy
By: _____ DEE182 _____

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 15th day of July, 2020 by Snyder Industries, Inc., Grantor and Snyder Industries, Inc. and Tank Holding Corp., as Holder/Grantee, pursuant to the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§76-2601 to 76-2613.

*SR
A&H INDUSTRIAL PARK*

RECITALS:

A. Grantor is the owner of real property located at 4700 Fremont Street in Lincoln, Lancaster County, Nebraska (Parcel ID: 1708304004000, A & H INDUSTRIAL PARK, Lot 1 - 4, & LOT 5 EX W150').

B. Holder/Grantees are (i) Snyder Industries, Inc., as the owner of the real property, and (ii) Tank Holding Corp., as the owner of Snyder Industries, Inc.

C. The Property has been used for the manufacture of fiberglass and high density polyethylene tanks, and was the site of release(s) of certain hazardous substances, pollutants or contaminants, including petroleum products. The Property documented historical impacts during the removal of three underground storage tanks ("UST") and one petroleum release (NDEQ Spill #0105-DDB-1500). Two of the USTs contained gasoline, the third contained acetone. Historically, the company is reported to have used 1,1,1-trichloroethane as a mold release in fiberglass tank production, various solvents including acetone, isopropyl alcohol, xylene, Stoddard solvent and methylene chloride. Groundwater sampling conducted in 2017 at the request of the Agency identified contamination in excess of State Voluntary Cleanup Program Remediation Goals in three locations: B-102 (1,1-dichloroethane and vinyl chloride), B-104D (naphthalene), and MW-5 (benzene and 1,2,4-trimethylbenzene).



D. The Property is the subject of an environmental response project or action pursuant to Nebraska Environmental Protection Act, Nebraska Environmental Protection Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended.

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 the Statement of Basis For Proposed Remedy. This document can be found on the NDEE's website by locating the public records search and typing 28870 into the "DEQ Facility Number" space.

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.

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 is subject to the following activity and use limitations:
 - a. **Residential Use Limitation.** The Property shall not be converted or redeveloped for a residential, domestic, or school use or for any purpose other than industrial or commercial use, excluding childcare facilities, which shall be prohibited.
 - b. **Groundwater Limitations.** The groundwater under the Property will not be used for human consumption or otherwise be used in a way that necessitates human contact.

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 the Holder/Grantee and/or the U.S. Environmental Protection Agency (EPA) 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 EPA 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 EPA 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 EPA, 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 EPA, and their agents, contractors, and employees, the right of reasonable access to the Property after notice 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 EPA'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 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: THE PROPERTY SHALL NOT BE CONVERTED OR REDEVELOPED FOR A RESIDENTIAL, DOMESTIC, OR SCHOOL USE OR FOR ANY PURPOSE OTHER THAN INDUSTRIAL OR COMMERCIAL USE, EXCLUDING CHILD CARE FACILITIES, WHICH SHALL BE PROHIBITED. THE GROUNDWATER UNDER THE PROPERTY WILL NOT BE USED FOR HUMAN CONSUMPTION OR OTHERWISE BE USED IN A WAY THAT NECESSITATES HUMAN CONTACT.

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: Remediation Section, Land Management Division, Nebraska Department of Environment and Energy, P.O. Box 98922, Lincoln, NE 68509-8922; and The U.S. Environmental Protection Agency, Region 7, Office of Regional Counsel, 11201 Renner Boulevard, Lenexa, Kansas 66219.

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 Environment and Energy
P.O. Box 98922
Lincoln, NE 68509-8922

**Snyder Industries, Inc.
Attn: Greg Wade, CEO
6940 O St. Suite #100
Lincoln, NE 68510**

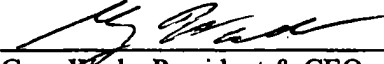
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ACKNOWLEDGEMENTS

GRANTOR: Snyder Industries, Inc.

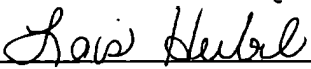
IN WITNESS WHEREOF, Grantor, as the owner of the Property and the Holder of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 15th day of July, 2020

Snyder Industries, Inc.

By: 
Greg Wade, President & CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 15th of July, 2020 by Gregory Wade who acknowledged said Environmental Covenant on behalf of Grantor.


Notary Public

(SEAL)

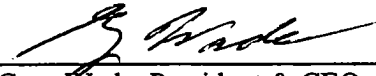


HOLDER/GRANTEE:

IN WITNESS WHEREOF, Holder/Grantee of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 15th day of

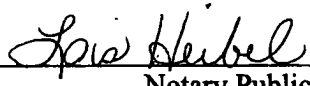
July, 2020

Tank Holding Corp.

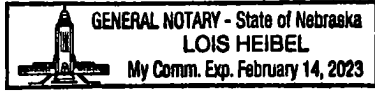
By: 
Greg Wade, President & CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 15th of July, 2020 by Gregory Wade who acknowledged said Environmental Covenant on behalf of Holder/Grantee.


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 23 of July, 2020 by Jim Macy who acknowledged said Environmental Covenant on behalf of the Agency.

Lauren Hartwell
Notary Public

(SEAL)

