

PLATTE COUNTY REGISTER OF DEEDS

SIGRID PARKER

September 19, 2025 12:41 PM

RECORDED & ENTERED

BOOK DEED 260 PAGE 1181

Fee: 64.00 Return: KRISTI LLOYD

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

Steve Lloyd
3221 13th Street
Columbus, NE 68601

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 1st day of April, 2025, by Steve Lloyd, Grantor and Steve Lloyd, 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 1059 25th Avenue in Columbus, Platte County, Nebraska, legally described as follows:

The south 110 feet of Lot 5, Block 117, Original City of Columbus, in the SW¼ of the SE¼ of Section 19, Township 17 North, Range 1 East of the Sixth Principal Meridian, Platte County, Nebraska.

The tract of land herein described contains 0.17 of an acre, more or less.

Platte County Assessor Tax Parcel Identification Number: 710004109.

B. Holder/Grantee is Steve Lloyd, owner of the Property.

C. The Property is located adjacent to a former dry cleaning operation, which was the site of release(s) of certain hazardous substances, pollutants, or contaminants. Groundwater contamination associated with the dry cleaning operation, consisting of a chlorinated volatile organic compound plume, has impacted the Property. Tetrachloroethylene, which was used in the dry cleaning process, is the primary contaminant of concern. The contaminant plume also contains trichloroethylene, cis-1,2-

dichloroethylene, and vinyl chloride, which are breakdown products of tetrachloroethylene.

D. The Property is the subject of an environmental response project or action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*

E. The Agencies, as defined in Neb. Rev. Stat. §76-2602, are the Nebraska Department of Environment and Energy (NDEE) and the United States Environmental Protection Agency (EPA).

F. The selected environmental response project or action is documented in a Record of Decision ("ROD") for the Columbus 10th Street Superfund Site, signed on September 29, 2005, and in a ROD Amendment, signed on December 26, 2012. The administrative record for this project or action is available to the public and located at the office of the Nebraska Department of Environment and Energy, 245 Fallbrook Blvd, Lincoln, NE. Digital copies are also available online at <http://dee.ne.gov/> by selecting "Public Records Search" and entering the Facility Number "68737" and Program "SF".

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 Agencies

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 Agencies 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. Extraction and use of groundwater underlying the Property, except for investigation or remediation approved by the Agencies, is prohibited.
- b. Except where excavation is necessary to prevent or address a previously unknown threat to human health or the environment, any digging, drilling, excavating, constructing, earth moving, or other land disturbing activities that extend below the depth of the water table are prohibited without the prior written approval of the Agencies. The water table generally fluctuates between 14 and 16 feet below ground surface.
- c. No structures capable of human occupancy (including residences, offices, or other workplaces, etc.) may be built on the Property without a properly designed and constructed vapor mitigation system approved by the Agencies that is designed to prevent airborne concentrations of volatile organic compounds within the structure from exceeding the applicable risk-based standards.
- d. Removal, alteration, or replace in kind of the existing monitoring well, as shown on Attachment I, or interference with reasonable access to this well is prohibited without the prior written approval of the Agencies.

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 Agencies 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 Agencies 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 Agencies 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 Agencies shall be entitled to recover damages for violations of this Environmental Covenant or for any injury to the remedial action required by the Agencies, 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 the Agencies, 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. This right of access also grants the Agencies, its agents, contractors, and employees access over the Property for purposes of implementing, facilitating and monitoring the source control and groundwater remedies required by the EPA. Nothing in this Environmental Covenant shall limit or otherwise affect the Agencies' right of entry and access or the Agencies' 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 Agencies with a certified copy of said instrument and its recording reference in the Platte County Register of Deeds.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED September 4, 2020, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF PLATTE COUNTY, NEBRASKA ON Sept. 15, 2020, IN INSTRUMENT NO. Book 245, Page 1876. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. Extraction and use of groundwater underlying the Property, except for investigation or remediation approved by the Agencies, is prohibited.
- b. Except where excavation is necessary to prevent or address a previously unknown threat to human health or the environment, any digging, drilling, excavating, constructing, earth moving, or other land disturbing activities that extend below the depth of the water table are prohibited without the prior written approval of the Agencies. The water table generally fluctuates between 14 and 16 feet below ground surface.
- c. No structures capable of human occupancy (including residences, offices, or other workplaces, etc.) may be built on the Property without a properly designed and constructed vapor mitigation system approved by the Agencies that is designed to prevent airborne concentrations of volatile organic compounds within the structure from exceeding the applicable risk-based standards.
- d. Removal, alteration, or replace in kind of the existing monitoring well, as shown on Attachment 1, or interference with reasonable access to this well is prohibited without the prior written approval of the Agencies.

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 Agencies, 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 Agencies' approval of this Environmental Covenant, the Grantor shall record the Environmental Covenant, in the same manner as a deed to the Property, with the Platte 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 Platte County Register of Deeds.

17. Distribution of Environmental Covenant. Within sixty (60) days of the effective date, the Grantor shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the Agencies and each person identified in Neb. Rev. Stat. §76-2607(a) and §76-2608(c).

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

If to the Grantor and Holder/Grantee:

Steve Lloyd
3221 13th Street
Columbus, NE 68601

If to the Agencies:

Superfund/Voluntary Cleanup Program Section
Monitoring and Remediation Division
Nebraska Department of Environment and Energy
P.O. Box 98922
Lincoln, NE 68509

Director, Superfund & Emergency Management Division
U.S. Environmental Protection Agency Region 7
11201 Renner Boulevard
Lenexa, KS 66219

ACKNOWLEDGEMENTS

GRANTOR and HOLDER/GRANTEE:

IN WITNESS WHEREOF, Grantor, as the owner of the Property and the Holder/Grantee of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 15 day of October, 2024.

By:

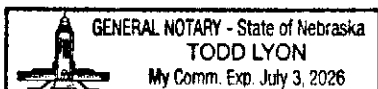
August 7th

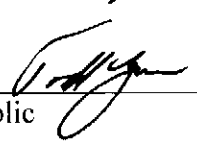
Steve Lloyd

STATE OF Nebraska)
) ss.
COUNTY OF Platte)

I, the undersigned, a Notary Public in and for the State of Nebraska, ^{7th}
whose commission as such expires on the 3rd day of July, 2026, do
hereby certify that on this day within the State of Nebraska personally appeared
before me Steve Lloyd, whose name is signed to the foregoing instrument and
acknowledged the foregoing instrument to be their free act and deed, dated this 15th day
of August, 2024.

GIVEN UNDER MY HAND AND SEAL this 15th day of August, 2024




Notary Public

Notary Registration No. _____

AGENCY:

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

**NEBRASKA DEPARTMENT OF
ENVIRONMENT AND ENERGY**

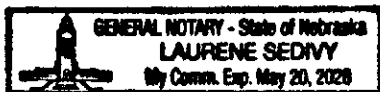
By: _____

**Jesse Bradley
Interim Director**

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 3 day of March, 2025, by Jesse Bradley, the Interim Director of the NDEE, who acknowledged said Amended Environmental Covenant on behalf of the Agency.

(SEAL)



Notary Public

AGENCY:

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

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**

By: Robert D. Jurgens
Robert D. Jurgens, Director
Superfund and Emergency Management
Division

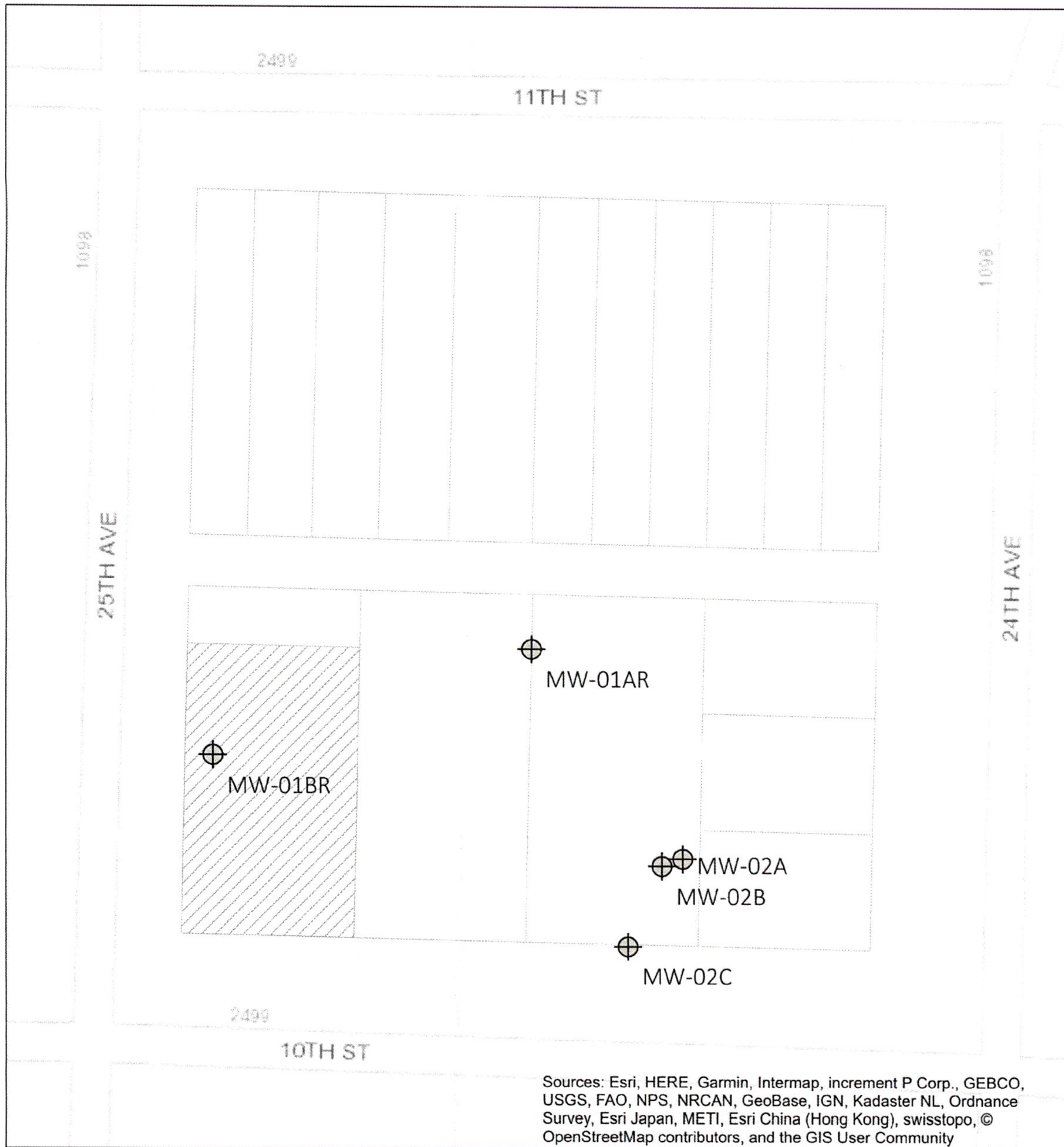
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on this 1st day of April, 2005, by Robert D. Jurgens, the Director of the Superfund and Emergency Management Division, EPA Region 7, who acknowledged said Amended Environmental Covenant on behalf of the Agency.

(SEAL)

Sarah A. Moreno
Notary Public





ATTACHMENT 1

1059 25th Avenue
Columbus, NE 68601

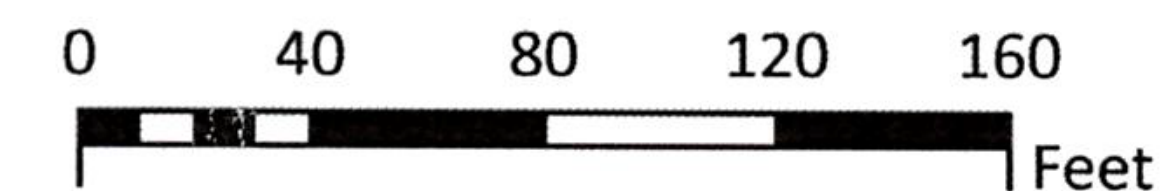
Legal Description: The south 110 feet of Lot 5, Block 117, Original City of Columbus, in the SW¼ of the SE¼ of Section 19, Township 17 North, Range 1 East of the Sixth Principal Meridian, Platte County, Nebraska.

The tract of land herein described contains 0.17 of an acre, more or less.

Platte County Assessor Tax Parcel Identification Number: 710004109.

Legend:

-  Property Boundary
-  Monitoring Well



DISCLAIMER: THIS MAP IS NOT INTENDED FOR CONVEYANCES, NOR IS IT A LEGAL SURVEY. THE INFORMATION IS PRESENTED ON A BEST-EFFORTS BASIS, AND SHOULD NOT BE RELIED UPON FOR MAKING FINANCIAL, SURVEY, LEGAL, OR OTHER COMMITMENTS.