

Recorded March 07, 2024 12:20 PM

Inst. No. 2024-00287

Fees: \$ 58.00 Pages 9

Penelope Cooper
Register of Deeds, Red Willow County, NE

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

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
Attention: Law Department- Real Estate Legal Notices

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 8th day of February, 2024, by Northrop Grumman Systems Corporation, a Delaware corporation, Grantor and Northrop Grumman Systems 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 38669 Chickadee Lane, McCook, Nebraska (The Property), legally described as follows:

Willow Grove Precinct
28-3-29 PT SE/4
7.82 Acres
Parcel 000299500

B. Holder/Grantee is Northrop Grumman Systems Corporation.

C. As a result of historical release of contaminants at a separate upgradient property, contaminated groundwater has migrated beneath The Property. The Grantor and future owners of the Property are subject to the provisions of this Environmental Covenant, which include, without limitation, (i) prohibition on the extraction or use of ground water, except for investigation or remediation thereof and (ii) a soil vapor assessment shall be performed to evaluate the need for soil vapor mitigation measures and any appropriate

measures shall be implemented, prior to the construction of any buildings on the Property, (iii) The Property shall not be used for residential, child care, or school use.

D. The Property is the subject of an environmental response project or action under Title 118, Ch. 3, Nebraska Department of Environment and Energy Neb. Rev. Stat. § 81-1505(1)(2), as defined in Neb. Rev. Stat. §76-2602(5).

E. The Agency, as defined in Neb. Rev. Stat. §76-2602, is the Nebraska Department of Environment and Energy (NDEE).

F. Several environmental response projects or actions have been conducted including those documented in:

- a. AWD Technologies, Inc. 1991. "Groundwater Characterization and Remedial Action Plan, McCook, Nebraska," May.
- b. Innovative Engineering Solutions, Inc. (IESI), 2006. "Remedial Enhancement Work Plan, Enhanced Anaerobic Dechlorination," 13 July.
- c. IESI, 2010. "Remedial Enhancement Work Plan Enhanced Anaerobic Dechlorination (Expanded Treatment Area)," 5 October.
- d. Orion Environmental, Inc. (Orion), 2012, "Work Plan for ISCO Treatment in Former Source Area," 17 October.
- e. Orion, 2021, "Long-Term Monitoring Plan," 9 April.

The current environmental response project or action is documented in Orion's "Monitored Natural Attenuation Remedial Action Plan", submitted to NDEE on 12 August 2021 and approved on 6 September 2022. The administrative records for these projects or actions are 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 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; and
- b. The Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant.

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 ("Environmental Project").

4. Activity and Use Limitations. The Property as shown on the map in Attachment A is subject to the following limitations:

- a. Groundwater Use limitations - To prevent exposure to contaminated ground water, the extraction or use of ground water underlying the Property is prohibited, except for investigation or remediation activities with prior approval from the Agency.
- b. Soil Vapor Assessment – Prior to the construction of any buildings on the Property, a soil vapor assessment and mitigation plan shall be submitted to and approved by the Agency. The plan shall describe how soil vapor intrusion will be evaluated, how decisions whether to mitigate soil vapor intrusion will be made, and the selected soil vapor mitigation measures to be used.
- c. The Property shall not be used for residential, child care, or school use.

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. Notwithstanding anything to the contrary herein, Grantor reserves unto itself and retains the right of entry at all times that it is subject to the Environmental Project.

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 then current fee simple title owner 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 or for any injury to the remedial action required by the Agency, 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 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. Ongoing access to monitor, maintain, repair and, at completion of the NDEE approved monitoring program, decommission the onsite monitor well (Carman Well) is expressly provided.

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 Red Willow 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 RED WILLOS COUNTY, NEBRASKA ON _____, IN [DOCUMENT _____, BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

THE PROPERTY AS SHOWN ON THE MAP IN ATTACHMENT A IS SUBJECT TO THE FOLLOWING LIMITATIONS:

- A. GROUNDWATER USE LIMITATIONS - TO PREVENT EXPOSURE TO CONTAMINATED GROUND WATER, THE EXTRACTION OR USE OF GROUND WATER UNDERLYING THE PROPERTY IS PROHIBITED, EXCEPT FOR INVESTIGATION OR REMEDIATION ACTIVITIES WITH PRIOR APPROVAL FROM THE AGENCY.

- B. SOIL VAPOR ASSESSMENT – PRIOR TO THE CONSTRUCTION OF ANY BUILDINGS ON THE PROPERTY, A SOIL VAPOR ASSESSMENT AND MITIGATION PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE AGENCY. THE PLAN SHALL DESCRIBE HOW SOIL VAPOR INTRUSION WILL BE EVALUATED, HOW DECISIONS WHETHER TO MITIGATE SOIL VAPOR INTRUSION WILL BE MADE, AND THE SELECTED SOIL VAPOR MITIGATION MEASURES TO BE USED.
- C. THE PROPERTY SHALL NOT BE USED FOR RESIDENTIAL, CHILD CARE, OR SCHOOL USE.

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 Red Willow 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 Red Willow 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. All notices, statements and other communications under the terms of this Environmental Covenant shall; (a) be in writing; (contain a reference to this Environmental Covenant with the date thereof naming the parties thereto; (b) contain the address of the Property or applicable portion thereof; (c) be deemed given upon actual receipt (or refusal) with proof of delivery; and be sent or delivered by (i) certified U.S. mail, return receipt requested, postage prepaid or (ii) reputable overnight courier service, and addressed as follows, or at such other address as from time to time may be designated in writing in accordance herewith by the party to receive the notice. Unless otherwise notified in writing by or on behalf of the current owner or the Director, any document or communication requirement by this Environmental Covenant shall be submitted to:

If to the Agency:

Groundwater Section
Drinking Water Division
Nebraska Department of Environment and Energy
245 Fallbrook Blvd., Suite 100
Lincoln, NE 68521

If to Grantor:

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
Attention: Law Department- Real Estate Legal Notices

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate – Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278


GRANTOR:

NORTHROP GRUMMAN SYSTEMS
CORPORATION

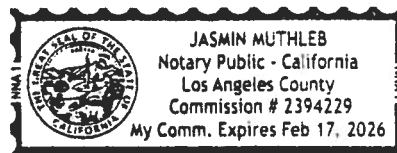
By:

A.J. Paz

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.



Notary Public
(SEAL)



IN WITNESS WHEREOF, Holder/Grantee of this Environmental Covenant, has caused this Environmental Covenant to be executed on this ____ day of _____, 20__.

By:

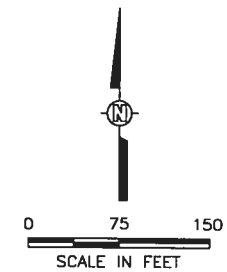
[Name of Holder/Grantee]

[Title]

STATE OF NEBRASKA)
) ss.
COUNTY OF)

LEGEND:

● LARSON WELL

SITE FEATURES REQUIRING NORTHROP
GRUMMAN ACCESSGROUNDWATER MONITORING WELLS
-LARSON WELL

ORION ENVIRONMENTAL INC.

FORMER TRW FACILITY - McCOOK, NEBRASKA

SITE PLAN FOR LARSON PROPERTY

PROJECT NO. 02MCKK	DRAWN BY MY	CHECKED BY MT	APPROVED BY JFG
FILE NO. 02MCKK12J40200.DWG			ATTACHMENT A

Recorded March 07, 2024 12:20 PM

Inst. No. 2024-00288

Fees: \$ 58.00 Pages 9

Penelope Coyle
Register of Deeds, Red Willow County, NE

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

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
Attention: Law Department- Real Estate Legal Notices

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 8th day of February, 2024, by Northrop Grumman Systems Corporation, a Delaware corporation, Grantor and Northrop Grumman Systems 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 38672 US HWY 6, McCook, Nebraska (The Property), legally described as follows:

Willow Grove Precinct
28-3-29 PT SE/4
2.48 Acres
Parcel 000299700

B. Holder/Grantee is Northrop Grumman Systems Corporation.

C. As a result of historical release of contaminants at a separate upgradient property, contaminated groundwater has migrated beneath The Property. The Grantor and future owners of the Property are subject to the provisions of this Environmental Covenant, which include, without limitation, (i) prohibition on the extraction or use of ground water, except for investigation or remediation thereof and (ii) a soil vapor assessment shall be performed to evaluate the need for soil vapor mitigation measures and any appropriate

measures shall be implemented, prior to the construction of any buildings on the Property, (iii) The Property shall not be used for residential, child care, or school use.

D. The Property is the subject of an environmental response project or action under Title 118, Ch. 3, Nebraska Department of Environment and Energy Neb. Rev. Stat. § 81-1505(1)(2), as defined in Neb. Rev. Stat. §76-2602(5).

E. The Agency, as defined in Neb. Rev. Stat. §76-2602, is the Nebraska Department of Environmental and Energy (NDEE).

F. Several environmental response projects or actions have been conducted including those documented in:

- a. AWD Technologies, Inc. 1991. "Groundwater Characterization and Remedial Action Plan, McCook, Nebraska," May.
- b. Innovative Engineering Solutions, Inc. (IESI), 2006. "Remedial Enhancement Work Plan, Enhanced Anaerobic Dechlorination," 13 July.
- c. IESI, 2010. "Remedial Enhancement Work Plan Enhanced Anaerobic Dechlorination (Expanded Treatment Area)," 5 October.
- d. Orion Environmental, Inc. (Orion), 2012, "Work Plan for ISCO Treatment in Former Source Area," 17 October.
- e. Orion, 2021, "Long-Term Monitoring Plan," 9 April.

The current environmental response project or action is documented in Orion's "Monitored Natural Attenuation Remedial Action Plan", submitted to NDEE on 12 August 2021 and approved on 6 September 2022. The administrative records for these projects or actions are 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 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; and
- b. The Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant.

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 ("Environmental Project").

4. Activity and Use Limitations. The Property as shown on the map in Attachment A is subject to the following limitations:

- a. Groundwater Use limitations - To prevent exposure to contaminated ground water, the extraction or use of ground water underlying the Property is prohibited, except for investigation or remediation activities with prior approval from the Agency.
- b. Soil Vapor Assessment – Prior to the construction of any buildings on the Property, a soil vapor assessment and mitigation plan shall be submitted to and approved by the Agency. The plan shall describe how soil vapor intrusion will be evaluated, how decisions whether to mitigate soil vapor intrusion will be made, and the selected soil vapor mitigation measures to be used.
- c. The Property shall not be used for residential, child care, or school use.

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. Notwithstanding anything to the contrary herein, Grantor reserves unto itself and retains the right of entry at all times during which it remains subject to the Environmental Project.

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 then current fee simple owner 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 or for any injury to the remedial action required by the Agency, 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 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. Ongoing access to monitor, maintain, repair and, at completion of the NDEE approved monitoring program, decommission the onsite monitor well (Carman Well) is expressly provided.

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 Red Willow 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 RED WILLOW COUNTY, NEBRASKA ON _____, IN [DOCUMENT _____, BOOK _____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

THE PROPERTY AS SHOWN ON THE MAP IN ATTACHMENT A IS SUBJECT TO THE FOLLOWING LIMITATIONS:

- A. GROUNDWATER USE LIMITATIONS - TO PREVENT EXPOSURE TO CONTAMINATED GROUND WATER, THE EXTRACTION OR USE OF GROUND WATER UNDERLYING THE PROPERTY IS PROHIBITED, EXCEPT FOR INVESTIGATION OR REMEDIATION ACTIVITIES WITH PRIOR APPROVAL FROM THE AGENCY.

- B. SOIL VAPOR ASSESSMENT – PRIOR TO THE CONSTRUCTION OF ANY BUILDINGS ON THE PROPERTY, A SOIL VAPOR ASSESSMENT AND MITIGATION PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE AGENCY. THE PLAN SHALL DESCRIBE HOW SOIL VAPOR INTRUSION WILL BE EVALUATED, HOW DECISIONS WHETHER TO MITIGATE SOIL VAPOR INTRUSION WILL BE MADE, AND THE SELECTED SOIL VAPOR MITIGATION MEASURES TO BE USED.
- C. THE PROPERTY SHALL NOT BE USED FOR RESIDENTIAL, CHILD CARE, OR SCHOOL USE.

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 Red Willow 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 Red Willow 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. All notices, statements and other communications under the terms of this Environmental Covenant shall; (a) be in writing; (contain a reference to this Environmental Covenant with the date thereof naming the parties thereto; (b) contain the address of the Property or applicable portion thereof; (c) be deemed given upon actual receipt (or refusal) with proof of delivery; and be sent or delivered by (i) certified U.S. mail, return receipt requested, postage prepaid or (ii) reputable overnight courier service, and addressed as follows, or at such other address as from time to time may be designated in writing in accordance herewith by the party to receive the notice. Unless otherwise notified in writing by or on behalf of the current owner or the Director, any document or communication requirement by this Environmental Covenant shall be submitted to:

If to the Agency:

Groundwater Section
Drinking Water Division
Nebraska Department of Environment and Energy
245 Fallbrook Blvd., Suite 100
Lincoln, NE 68521

If to Grantor:

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
Attention: Law Department- Real Estate Legal Notices

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate – Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

The foregoing instrument was acknowledged before me this ____ of _____, 20__ by _____ 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: _____

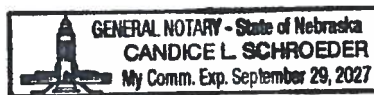
Director

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 8 of February, 2024 by Jim Macy who acknowledged said Environmental Covenant on behalf of the Agency.

Candice L. Schroeder
Notary Public

(SEAL)

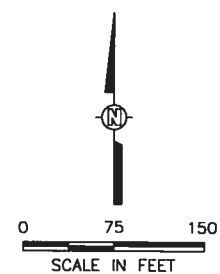


LEGEND:

● CARMAN WELL

SITE FEATURES REQUIRING NORTHROP
GRUMMAN ACCESSGROUNDWATER MONITORING WELLS
-CARMAN WELL

● CARMAN WELL

PARCEL NO.
000299700

ORION ENVIRONMENTAL INC.

FORMER TRW FACILITY - McCOOK, NEBRASKA

SITE PLAN FOR CARMAN PROPERTY

PROJECT NO. 02MCCCK	DRAWN BY MY	CHECKED BY MT	APPROVED BY JPG
FILE NO. 02MCCCK12J40100.DWG	ATTACHMENT A		