

RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:  
Bosch Security Systems, LLC.  
8601 East Cornhusker Hwy  
Lincoln, NE 68507

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Space Above for Record's Use Only

### ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 3 day of October, 2023, by Bosch Security Systems, LLC, as Grantor and Bosch Security Systems, LLC, as 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 8601 East Cornhusker Hwy in Lincoln, Lancaster County, Nebraska (Property), legally described as follows:

Lot 45 in the SW 1/4, Section 35, Township 11 North, Range 7 East, 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska

B. Holder/Grantee is Bosch Security Systems, LLC who is the current owner of the Property.

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

D. The Property has been used for manufacturing and was the site of release(s) of certain hazardous substances, pollutants, or contaminants.

E. The Property, including that depicted in Exhibit A, is subject to an existing environmental covenant recorded as Instrument # 2008-01121 with the Lancaster County Register of Deeds (Prior Covenant). The Prior Covenant remains in effect and imposes

activity and use restrictions on the Property, including but not necessarily limited to: no use other than industrial or commercial, limited ability to install water wells, and no use of the property that impairs or compromises environmental response activities. Nothing in the Environmental Covenant shall be construed to modify, terminate or otherwise apply to the terms and limitations of the Prior Covenant.

F. The area of Property depicted in Exhibit A is a former Resource Conservation and Recovery Act (RCRA) hazardous waste surface impoundment, where closure and post-closure requirements were completed under the oversight of the Agency.

G. NDEE public records for this property may be viewed online at <http://deq.ne.gov>. Click on "Public Records Search" at the bottom of the NDEE home page and again on the next page, enter 58079 in the "DEQ Facility Number" field, and click Search.

### **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, if any, 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, except that the activity and use limitations set forth in Paragraph 4 are limited to the area depicted on the attached Exhibit A.

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. Disturbance of the clean fill cover or the 30-mil polyvinyl chloride geomembrane, or onsite excavation, is prohibited without prior written approval of the Agency in the former surface discharge area (Solid Waste Management Unit #5), which area is depicted on the attached Exhibit A.

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 after obtaining actual knowledge 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 Holder/Grantee, Agency, and the EPA, 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 Holder/Grantee's, 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 and the Holder/Grantee 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: DISTURBANCE OF THE CLEAN FILL COVER OR THE 30-MIL POLYVINYL CHLORIDE GEOMEMBRANE, OR ONSITE EXCAVATION, IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE AGENCY IN THE FORMER SURFACE DISCHARGE AREA (SOLID WASTE MANAGEMENT UNIT #5), WHICH AREA IS DEPICTED ON EXHIBIT A OF 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. The recording of the Environmental Covenant with the Lancaster County Register of Deeds shall satisfy the requirements of Neb. Rev. Stat. §76-2,119.
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 Agency, the EPA, and the City of Lincoln, Nebraska.
18. Notice. Unless otherwise notified in writing by the Agency, any document or communication required by this Environmental Covenant shall be submitted to:

RCRA/Federal Facilities Section  
Monitoring & Remediation Division  
Nebraska Department of Environment and Energy  
245 Fallbrook Blvd Suite 100  
Lincoln, NE 68521

Bosch Security Systems, LLC  
130 Perinton Parkway  
Fairport, NY 14450

ACKNOWLEDGEMENTS

GRANTOR:

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 3 day of October, 2023.

Bosch Security Systems, LLC

By: [Signature]
Name: ANDREW RITTER
Its: VP & Treasurer

STATE OF New York )
) ss.
COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 3 day of October, 2023 by Andrew Ritter who acknowledged said Environmental Covenant on behalf of Grantor.

[Signature] Notary Public (SEAL)
TERESA R. VINCI
Notary Public, State of New York
No. 017407400
Qualified in Monroe County
Commission Expires April 7, 2027

Bosch Security Systems, LLC

By: [Signature]
Name: Jeffrey Swan
Its: Vice-President

STATE OF New York )
) ss.
COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 3 day of October, 2023 by Jeff Swan who acknowledged said Environmental Covenant on behalf of Grantor.

[Signature] Notary Public (SEAL)
TERESA R. VINCI
Notary Public, State of New York
No. 017407400
Qualified in Monroe County
Commission Expires April 7, 2027

**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

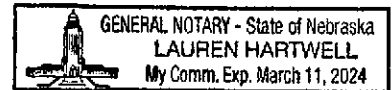
STATE OF NEBRASKA )

) ss.

COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 17 day of October, 2023 by Jim Macy who acknowledged said Environmental Covenant on behalf of the Agency.

  
Notary Public



(SEAL)

**EXHIBIT A**

**Area of Activity and Use Limitations - Solid Waste Management Unit #5**



