



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

Outlook Properties, LLC
4125 South 72nd Street,
Omaha, Nebraska 68117

Space Above for Recorder's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 17th day of November, 2020, by Outlook Properties, LLC, Grantor and Outlook Properties, LLC, 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 4125 South 72nd Street in Omaha, Douglas County, Nebraska, (the "Property") legally described as follows:

Lot One (1), Crown Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska

Lot One (1), Crown Industrial Park Replat 1, an addition to the City of Omaha, Douglas County, Nebraska

B. A portion of the Property has been used for manufacturing operations consisting of the coating and decorating of metal sheet stock (lithographic printing) and fabrication of can ends and bodies for the food industry and was the site of release(s) of certain hazardous substances, pollutants or contaminants. The principal constituents of concern consist of; toluene, methyl ethyl ketone and trichloroethene and the extent of impact to the Property has been fully delineated and detailed in reports provided to the U.S. Environmental Protection Agency (EPA) and the Nebraska Department of Environment and Energy (NDEE).

C. The Property is the subject of an environmental response project or action pursuant to Section 3008(h) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6928(h).

D. The Agency, as defined in Neb. Rev. Stat. § 76-2602, is the EPA.

E. The selected environmental response actions are documented in Corrective Measures Implementation (CMI) plans approved by the EPA on June 30, 2016 which consist of the following:

- a. Work Plan;
- b. Operation and Maintenance Plan;
- c. Quality Assurance Project Plan;
- d. Community Relations Plan; and
- e. Institutional Control Implementation and Assurance Plan.

The administrative record for this project is available to the public at the EPA's office located at 11201 Renner Blvd. Lenexa, Kansas 66219.

NOW, THEREFORE,

Grantor hereby declares that the Property will hereinafter be subject to the restrictive covenants described herein (the "Environmental Covenant") unless amended or terminated pursuant to Paragraph 11 below.

1. [omitted]

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 historic 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 a perpetual covenant 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.

4. Activity and Use Limitations. The Property is subject to the following activity and use limitations:

- a. **Groundwater:** Grantor and its successors or assigns shall comply with all applicable state or local well use restrictions and prior to applying for or constructing any well on the Property shall obtain EPA's approval of such well.
- b. **No Residential Land Use:** The Property currently meets the Agency's standards for non-residential use and is zoned only for industrial use. Therefore, contaminants of concern remaining at the Property do not pose a current or future significant risk to human health or the environment so long as the foregoing restrictions remain in place. The Property shall **not** be rezoned for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, child-care facilities or any land use where persons can be expected to reside, without Grantor or its successors or assigns having received EPA's prior written approval of such rezoning.
- c. **Excavation Greater than 8 Feet Below Ground Surface (specified areas):** Soil on the Property does not pose a current or future significant risk to human health or the environment with respect to non-residential uses of the Property so long as it is not disturbed such that unacceptable exposure to contaminants of concern would result. Soil greater than eight feet below ground surface within those areas on the Property legally described in Exhibit 1 to this Covenant shall not be excavated or otherwise disturbed in any manner without Grantor or its successors or assigns having received EPA's prior written approval of such excavation or disturbance. Soil within the specified areas may be disturbed if necessary without notice during an emergency (such as a water or gas main break, fire, explosion or natural disaster), in which case the Grantor or Grantor's successors or assigns shall ensure that notification is provided to the Agency orally or in writing as soon as practicable, but no later than 48 hours after the disturbance. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or 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 Grantor or its successors or assigns shall provide to the Agency a written report describing such emergency and any response actions.
- d. **Excavation Greater than 18 Feet Below Ground Surface (specified areas):** Soil on the Property does not pose a current or future significant risk to human health or the environment with respect to non-residential uses of the Property so long as it is not disturbed such that unacceptable exposure to contaminants of concern would result. Soil greater than eighteen feet below ground surface

within those areas on the Property legally described on Exhibit 2 to this Covenant shall not be excavated or otherwise disturbed in any manner without prior written approval by the Agency. Soil within the specified areas may be disturbed if necessary without notice during an emergency (such as a water or gas main break, fire, explosion or natural disaster), in which case the Grantor or Grantor's successors or assigns shall ensure that notification is provided to the Agency orally or in writing as soon as practicable, but no later than 48 hours after the disturbance. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or 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 Grantor or its successors or assigns shall provide to the Agency a written report describing such emergency and any response actions.

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. [omitted]

7. Enforcement. The terms of this Environmental Covenant may be enforced in accordance with Neb. Rev. Stat. § 76-2611.

8. Rights of Access. The Grantor and any then-current owner hereby grants to both the Agency and NDEE as well as their agents, contractors, and employees, the right of reasonable 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 and NDEE's reasonable right of entry and access or the Agency's or NDEE's authority to take response actions under applicable law.

9. [omitted]

10. [omitted]

11. Amendment and Termination. The terms of this Environmental Covenant may be modified or terminated by written consent of the Director of the Agency's Land, Chemicals and Redevelopment Division, 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. Notwithstanding the foregoing (a) in no event shall any assignment resulting from the sale of the Property be

deemed to be an assignment and (b) nothing in this Environmental Covenant shall restrict any sale of the Property.

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 Douglas 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 Douglas 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).

[Signature Page Follows]

ACKNOWLEDGEMENTS

HOLDER/GRANTEE:

IN WITNESS WHEREOF, Holder/Grantee, as the owner of the Property of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 17th day of November, 2020

OUTLOOK PROPERTIES, LLC
By: Outlook-Nebraska, Inc. sole Manager

By: [Signature]

Name: Eric Stueckrahn

Title: CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

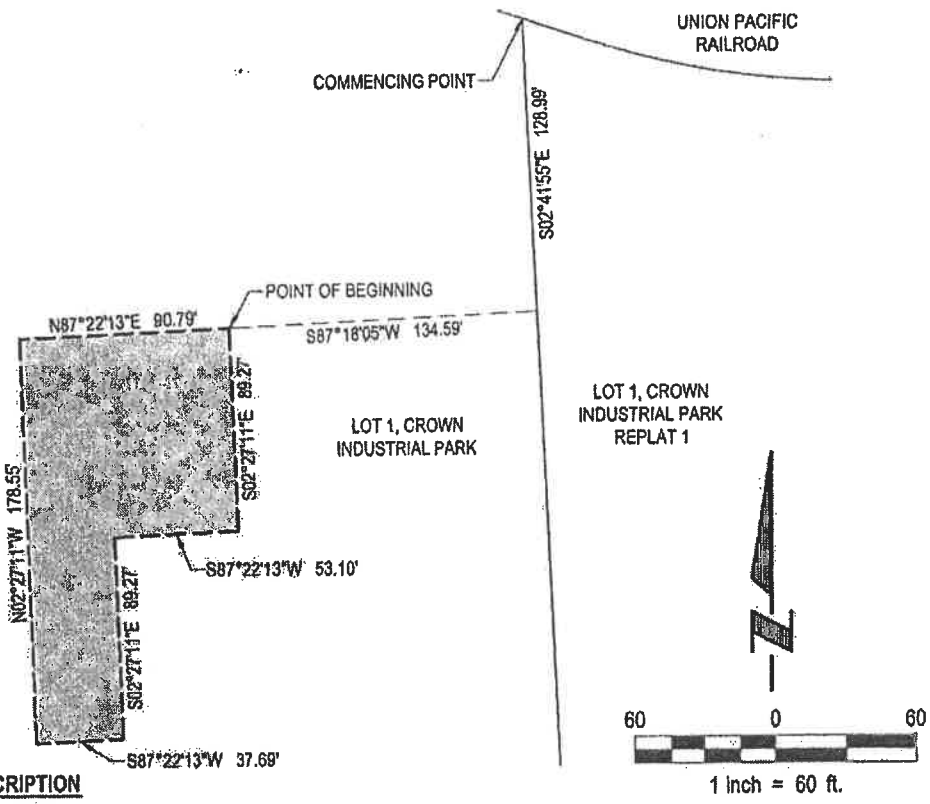
The foregoing instrument was acknowledged before me this 17 of November, 2020 by Eric Stueckrahn the person having the name and title set forth above who acknowledged said Environmental Covenant on behalf of Holder/Grantee.

[Signature]
Notary Public

(SEAL)



Exhibit 1

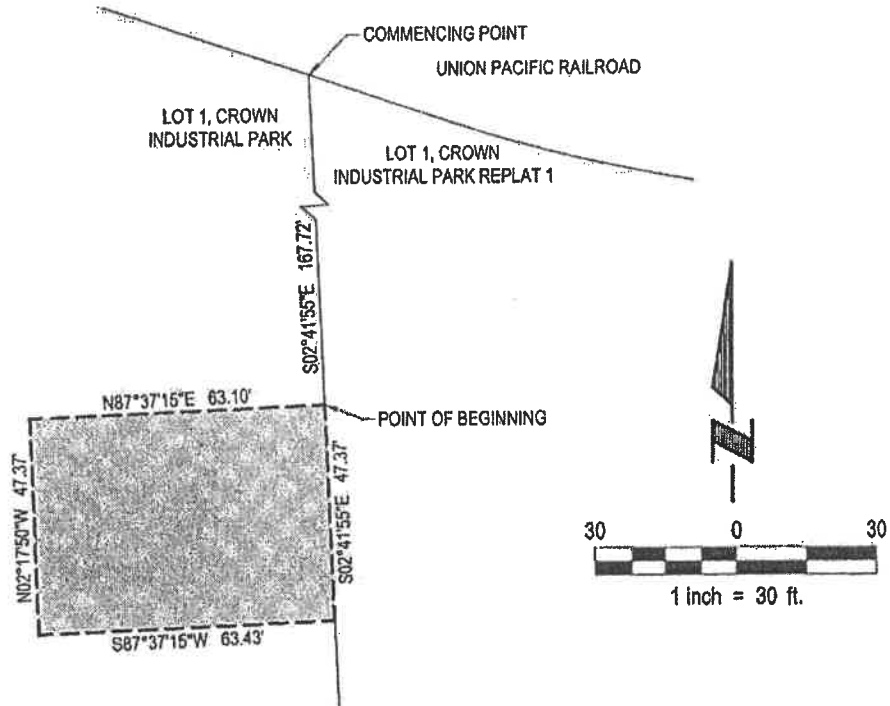


LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 1, CROWN INDUSTRIAL PARK, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 01, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, CROWN INDUSTRIAL PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 01, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S02°41'55"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1; A DISTANCE OF 128.99 FEET; THENCE S87°18'05"W, A DISTANCE OF 134.59 FEET TO THE POINT OF BEGINNING; THENCE S02°27'11"E, A DISTANCE OF 89.27 FEET; THENCE S87°22'13"W, A DISTANCE OF 53.10 FEET; THENCE S02°27'11"E, A DISTANCE OF 89.27 FEET; THENCE S87°22'13"W, A DISTANCE OF 37.69 FEET; THENCE N02°27'11"W, A DISTANCE OF 178.55 FEET; THENCE N87°22'13"E, A DISTANCE OF 90.79 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 11,470 SQUARE FEET OR 0.263 ACRES, MORE OR LESS.

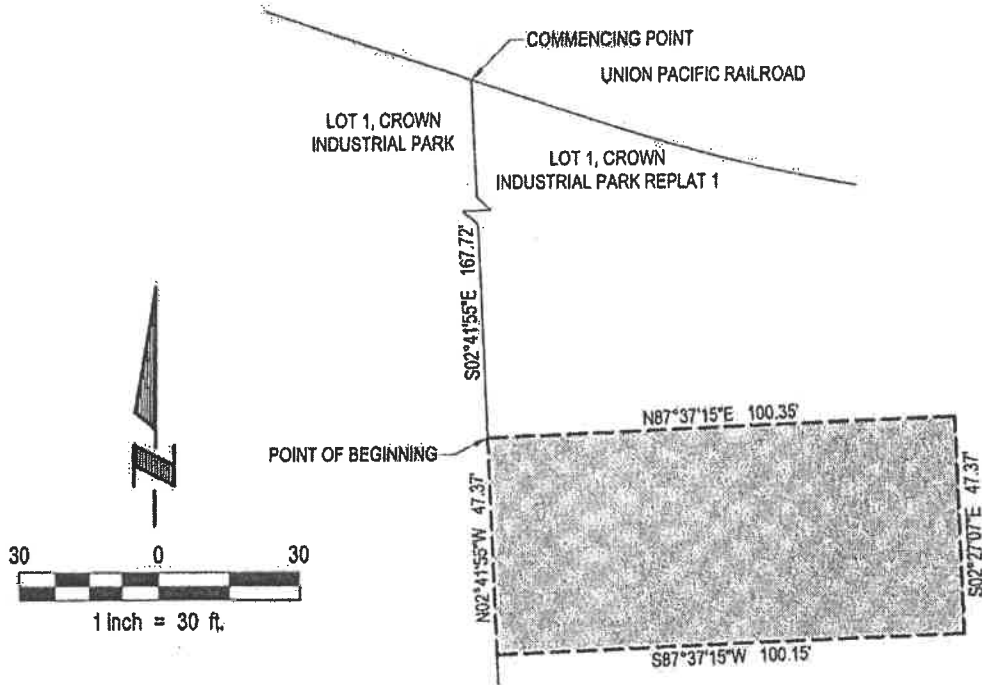


LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 1, CROWN INDUSTRIAL PARK, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 01, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, CROWN INDUSTRIAL PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 01, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S02°41'55"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 167.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°41'55"E ALONG SAID EASTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 47.37 FEET; THENCE S87°37'15"W, A DISTANCE OF 63.43 FEET; THENCE N02°17'50"W, A DISTANCE OF 47.37 FEET; THENCE N87°37'15"E, A DISTANCE OF 63.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,997 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.



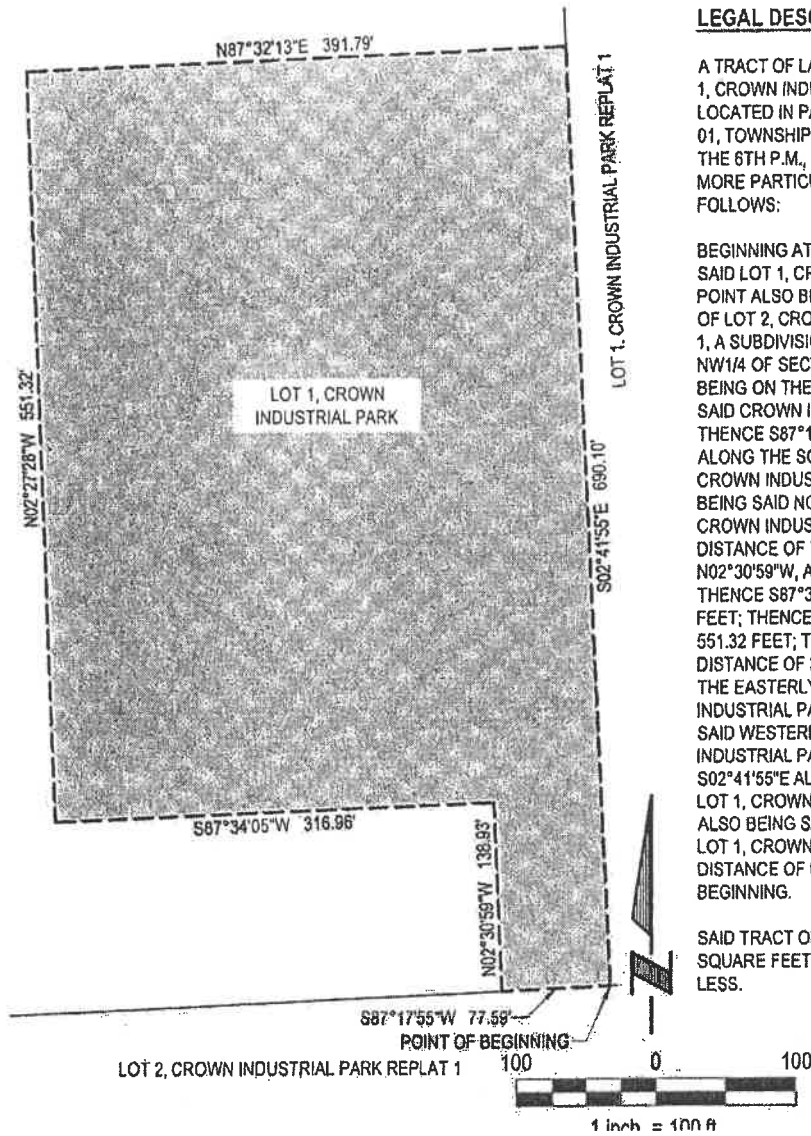
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 01, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CROWN INDUSTRIAL PARK, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 01, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S02°41'55"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK, A DISTANCE OF 167.72 FEET TO THE POINT OF BEGINNING; THENCE N87°37'15"E, A DISTANCE OF 100.35 FEET; THENCE S02°27'07"E, A DISTANCE OF 47.37 FEET; THENCE S87°37'15"W, A DISTANCE OF 100.15 FEET TO A POINT ON SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK; THENCE N02°41'55"W ALONG SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK, A DISTANCE OF 47.37 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4 749 SQUARE FEET OR 0.109 ACRES MORE OR LESS

Exhibit 2

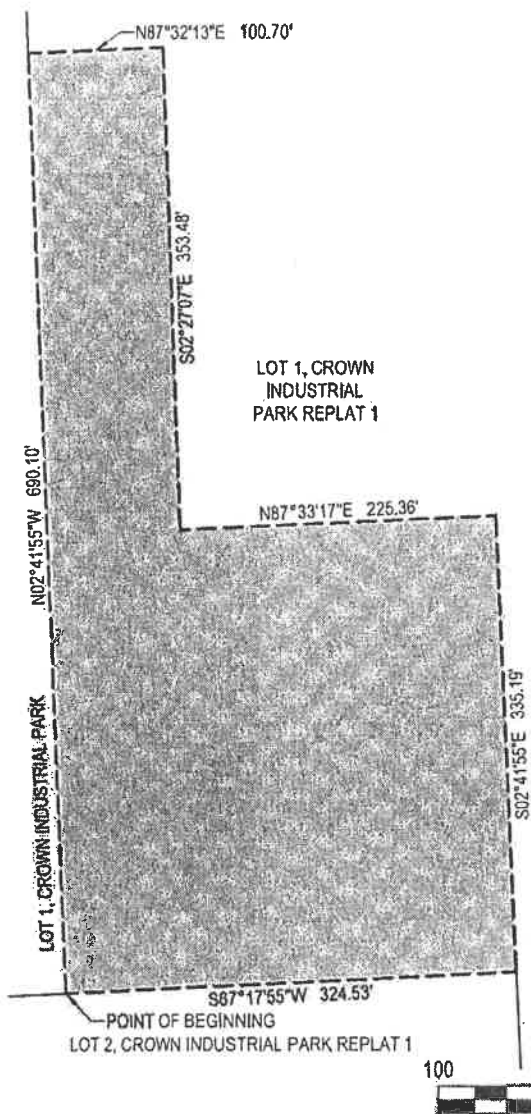


LEGAL DESCRIPTION

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BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, CROWN INDUSTRIAL PARK, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 2, CROWN INDUSTRIAL PARK REPLAT 1, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 01, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 1, SAID CROWN INDUSTRIAL PARK REPLAT 1; THENCE S87°17'55"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 2, CROWN INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 77.59 FEET; THENCE N02°30'59"W, A DISTANCE OF 138.93 FEET; THENCE S87°34'05"W, A DISTANCE OF 316.96 FEET; THENCE N02°27'28"W, A DISTANCE OF 551.32 FEET; THENCE N87°32'13"E, A DISTANCE OF 391.79 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1; THENCE S02°41'55"E ALONG SAID EASTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 690.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 227,415 SQUARE FEET OR 5.221 ACRES, MORE OR LESS.

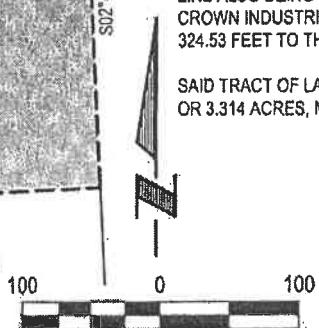


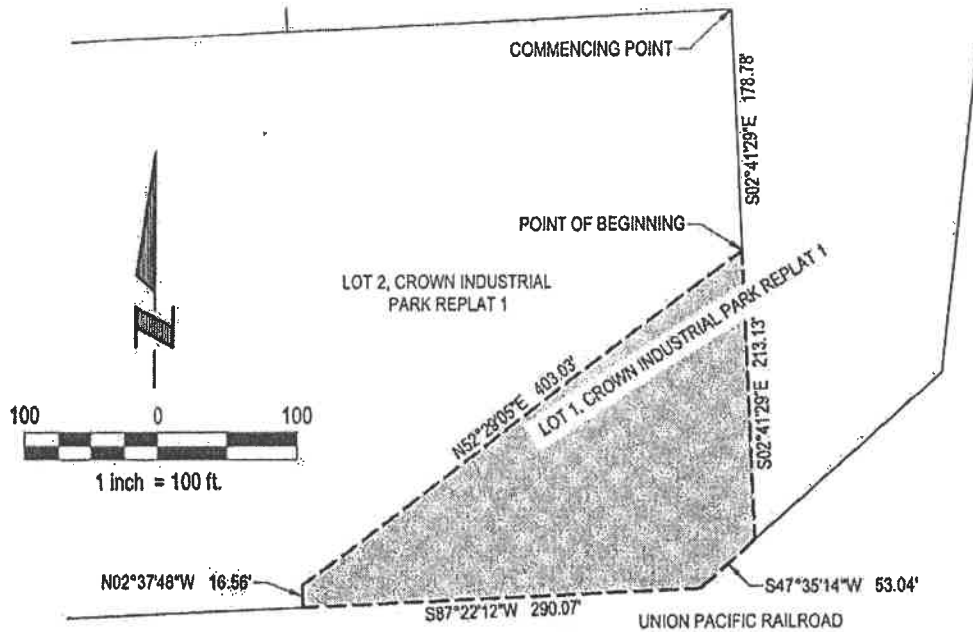
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BEGINNING AT THE SOUTHEAST CORNER OF OF LOT 1, CROWN INDUSTRIAL PARK, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 01, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 2, SAID CROWN INDUSTRIAL PARK REPLAT 1; THENCE N02°41'55"W (ASSUMED BEARING) ALONG SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK, A DISTANCE OF 690.10 FEET; THENCE N87°32'13"E, A DISTANCE OF 100.70 FEET; THENCE S02°27'07"E, A DISTANCE OF 353.48 FEET; THENCE N87°33'17"E, A DISTANCE OF 225.36 FEET; THENCE S02°41'55"W, A DISTANCE OF 335.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, CROWN INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING ON SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1; THENCE S87°17'55"W ALONG SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 2, CROWN INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 324.53 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 144,341 SQUARE FEET OR 3.314 ACRES, MORE OR LESS.





LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 01, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SAID CROWN INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1; THENCE S02°41'29"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 2, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 178.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°41'29"E, A DISTANCE OF 213.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD; THENCE ALONG SAID SOUTHERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE S47°35'14"W, A DISTANCE OF 53.04 FEET; (2) THENCE S87°22'12"W, A DISTANCE OF 290.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2, CROWN INDUSTRIAL PARK REPLAT 1; THENCE ALONG SAID WESTERLY LINE OF LOT 1, CROWN INDUSTRIAL PARK REPLAT 1, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 2, CROWN INDUSTRIAL PARK REPLAT 1 ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE N02°37'48"W, A DISTANCE OF 16.56 FEET; (2) THENCE N52°29'05"E, A DISTANCE OF 403.03 FEET TO THE POINT OF BEGINNING.