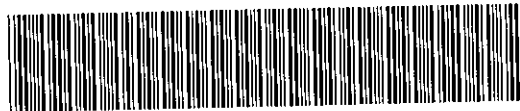




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DEED 2001 05935

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RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**QUIT CLAIM DEED
(NEBRASKA)**

THE GRANTOR, AMOCO OIL COMPANY, a Maryland corporation ("Grantor") with its principal office address at c/o BP Amoco, 28100 Torch Parkway, Warrenville, IL 60555, for the consideration of One Dollar and no/100ths (\$1.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board Of Directors of said corporation, by these presents does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM (without any covenant, representation or warranty of any kind), TO:

RAY ANDERSON, INC., a Nebraska corporation ("Grantee"), as of May 15, 2001 (the "Transfer Date") the following described real estate (the "Property"), situated in the City of Omaha, County of Douglas, State of Nebraska, more particularly described as follows, to wit:

See legal description set forth on Exhibit A, attached hereto and incorporated herein.

Address of Real Estate: 5203 N.W. Radial Highway, Omaha, Nebraska 68104 (SS# 5133)
Tax Item Number(s): 3924-0000-08

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

Use and Operation Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants described on Exhibit B attached hereto ("Use and Operation Restrictions). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any underground monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any corrective action work on the Property now or in the future. Grantee, for and on behalf of itself and its successors and assigns, by acceptance of this Deed, hereby agrees to indemnify, defend and hold harmless the Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, (collectively, the "Grantor Entities"), from and against any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, and costs and expenses of litigation and reasonable attorneys' fees arising out of or relating to any use of the Property from and after the Transfer Date which is in violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Grantor Entities and shall bind Grantee, its successors, assigns and all future owners of the Property, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor shall, at Grantee's request, release a portion or portions of the Use and Operation Restrictions from the Property, upon Grantor's receipt of a no further action letter issued by the Government, or Grantor's receipt from Grantee of an acknowledgment from any governmental agency, entity, body, instrumentality, department or representative which has jurisdiction over the Property (herein, the "Government"), obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Use and Operation Restrictions and that the Government approves the releasing of that portion or portions of the Use and Operation Restrictions.

Condition of Property.

Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS" CONDITION.

Entire Understanding.

This Deed, the Exhibits annexed hereto and the Purchase and Sale Agreement (and attachments) dated as of April 24, 2001 between Grantor and Grantee (the "Sale Agreement") contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set

forth herein or in the Sale Agreement, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Deed shall be binding upon and inure to the benefit of the Grantor Entities, and Grantee and its successors, assigns, heirs, devisees and legal representatives, as the case may be, and any other person or entity expressly noted herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, said Grantor has caused this Quit Claim Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 15th day of May, 2001.

AMOCO OIL COMPANY,
a Maryland corporation

By: Marcelo Ariola
Name: MARCELO ARIOLA
Title: Real Estate Mgr.

ATTEST:

By: Brandon C. Cue
Name: _____
Title: BRANDON C. CUE
ASSISTANT SECRETARY

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that MARCELO ARIDIA and BRANDON CUE, personally known to me to be the REAL ESTATE MANAGER and Assistant Secretary, respectively, of Amoco Oil Company, a Maryland corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacities they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11TH day of May, 2001.



Richard L. Williams
Notary Public

My commission expires: _____

This instrument was prepared by: Robert E. Bull, Sidley Austin Brown & Wood, Bank One Plaza, 10 S. Dearborn Street, Chicago, Illinois 60603.

When recorded, return to: Dwyer Smith, 8712 W. Dodge Road, Suite 400, Omaha, Nebraska 68114, Attn: Michael Lazer

Mail Tax Bills to: Ray Anderson, Inc., 16707 "Q" Street, Omaha, Nebraska 68135, Attn: Raymond Anderson

**EXHIBIT A
TO
QUIT CLAIM DEED**

(Legal Description)

[See Attached]

EXHIBIT "A"

PARCEL 3 (5203 NORTHWEST RADIAL HIGHWAY)

LOT ONE (1) AND ALL OF LOT TWO (2) EXCEPT THE WEST THIRTY-FIVE FEET (35') THEREOF, ALL IN BLOCK ONE (1) IN COUNTRY CLUB DISTRICT, AN ADDITION TO THE CITY OF OMAHA, NEBRASKA, AS SURVEYED, PLATTED AND RECORDED.

**EXHIBIT B
TO
QUIT CLAIM DEED**

(Use and Operating Restrictions)

1. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that no part of the real estate herein conveyed shall be used by Grantee or its executors, grantees, successors and assigns, for an automobile service station, or automobile repair shop or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in gasoline, motor vehicle fuels, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts and accessories, tires, batteries, or other petroleum products or convenience store items, except for the use or consumption of such products by Grantee or other occupants of the Property.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of fifteen (15) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

2. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the real estate conveyed herein.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

3. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that the real estate conveyed herein will be used solely and exclusively for commercial (which may include retail) and/or industrial purposes. If the applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.

The Grantee herein hereby further covenants and agrees, for itself, and its grantees, successors, and assigns, that no basements or other underground improvements, with the exception of building footings, will be constructed on the real estate herein conveyed. No part of the real estate herein conveyed will be used for residential purposes or for the purpose of

operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

4. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no soils will be removed from the Property herein conveyed, unless the soil is moved to a disposal facility approved in advance by Grantor. Grantee is solely responsible for any and all soil excavation, hauling, and disposal costs.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.