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SS# <u>5689</u>

7202 "F" Street, Omaha,



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Release and Right-of-Entry
FIDI-Lege C (Continued Operation-Fee)

26-881-626 (3-94)

Know All Men By These Presents That:

Whereas, Amoco Oil Company, a Maryland corporation ("Seller") with offices at

200 East Randolph Drive, Mail Code 1408B, Chicago, IL 60601

and

Ronald Alton Anderson and Mary Philomena Anderson as joint tenants with rights of survivorship and Mary Philomena Anderson as joint tenants ("Purchaser") whose address is,

1511 South 152nd Circle, Omaha, Nebraska 68144

__,entered into a

Real Estate Contract dated Nevember 4, 1994 , (the Contract"), covering certain real estate and the improvements thereon described as set forth in Attachment #1 annexed hereto and made a part hereof (the "Property");

And Whereas, Seller has agreed to sell and Purchaser has agreed to purchase the Property "as is" in its present condition without any representations or warranties regarding its fitness for any purpose;

And Whereas, seller has provided to Purchaser a copy of the environmental assessment performed by or at the request of Amoco, as set forth in the Contract;

And Whereas, Seller has further provided to Purchaser access to and the opportunity to inspect the Property and to perform such soil, groundwater or other tests upon the Property as Purchaser deemed necessary or appropriate;

And Whereas, Purchaser intends to continue use of the Property as a retail gasoline facility;

And Whereas, Seller has agreed to perform certain environmental assessment, monitoring and remediation measures pursuant to the Contract to address hydrocarbon contamination, if any, of the Property resulting from Seller's use prior to the date of transfer of title, and Purchaser has agreed to assume all responsibility and liability for any and all hydrocarbons or other contaminants or regulated substances which occur after the date of transfer of title;

And Whereas, Purchaser and Seller desire to provide a continuing right of access to the Property to allow Seller to perform assessment, monitoring and remediation measures after conveyance of the Property;

Now, Therefore, in consideration of the mutual covenants of the parties and the express undertaking by Seller as set forth in the Contract, the terms of which are by this reference incorporated in full herein:

1. Purchaser, collectively, and jointly and severally, for themselves and on behalf of their agents, employees, heirs, personal representatives, grantees, successors and assigns, (collectively "Purchaser Indemnifying Parties"), hereby release and forever discharge Seller, its parent, affiliates and each of their respective agents, employees, officers, directors, shareholders, successors and assigns (collectively the "Indemnified Seller Parties") from all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, costs and expenses whatsoever, that may now exist or hereafter accrue with respect to contamination or alleged contamination of the Property existing at the time of transfer of title or occurring after the date of transfer of title, but not, except as hereinafter set forth, Seller's obligation to perform assessment and remediation measures regarding hydrocarbon contamination of the Property resulting from Seller's use of the Property prior to transfer of title; and further covenant and agree to forever refrain and desist from instituting or asserting against the Indemnified Seller Parties, any claim, demand, action or suit whatsoever, either directly or indirectly, arising or resulting from contamination or alleged contamination of the soil or groundwater of the Property, or from the environmental condition of the Property, except to enforce the remediation provisions of the Contract.

2. For the period of time commencing on the date of transfer of title and ending on the date on which no further remediation Nebraska Department of Health and Environment

activities are required from Seller by the _ (the Department"), or such sooner time as (i) Purchaser shall materially default in compliance with any applicable environmental laws or regulations, or shall otherwise default in the performance of any material covenant in the Contract relating to environmental contamination, assessment or remediation, or (ii) a material spill, leak or other release of hydrocarbons or other contamination occurs following the date of transfer of title which makes Seller's remedial work significantly more difficult, or significantly increases the cost or extends the time to complete the remedial work (the "Ending Date"), Seller agrees to indemnify and hold harmless Purchaser and Purchaser's heirs, legal representatives and successors (collectively "Indemnified Purchaser Parties"), from and against all claims, demands, damages, losses, judgments, penalties and liabilities which arise as a result of any enforcement action arising from the presence of hydrocarbon contamination on the Property caused by Seller's use thereof prior to the date of transfer of title; provided, however, that (i) Seller's indemnity shall be limited to remediation costs actually incurred by or imposed upon Indemnified Purchaser Parties as a result of such enforcement action, (ii) Indemnified Purchaser Parties shall promptly notify Seller and provide to Seller copies of all notices received by Indemnified Purchaser Parties pertaining to any such enforcement action, and (iii) Indemnified Purchaser Parties shall incur no costs or expenses for remediation without the prior written consent of Seller. A spill, leak or other release shall not be deemed material for purposes of Subsection (ii) above if it is in a location physically removed from any area in which Seller is engaged in monitoring or remediation and such subsequent spill, leak, or release does not contribute to the quantity of product to which Seller's monitoring or remediation work is directed; provided, however, that remediation of any and all such subsequent releases shall be the responsibility solely of Indemnified Purchaser Parties.

3. Rursuant to the Contract, as of the date of transfer of title, Purchaser expressly (i) assumed all responsibility and liability for compliance with all environmental laws and regulations and for any environmental assessment, inspection, monitoring and remediation relating to or resulting from Purchaser's use of the Property, including maintaining eligibility for reimbursement under applicable state petroleum remediation or reimbursement programs; (ii) agreed at Seller's request to provide to Seller assurance of compliance with all environmental laws and regulations, including but not limited to the results of all future tank and line tightness tests, product inventory data, tank gauging data, and tank leak detection data; (iii) agreed to promptly notify Seller of all leaks, spills or releases of hydrocarbons or other regulated substances which occur or of which Purchaser becomes aware, and to permit Seller to perform product tracing and other reasonable tests and procedures during the period of any assessment or remediation activities by Seller, it being the intent of the parties that Purchaser shall be responsible and liable for any and all releases which occur subsequent to the date of transfer of title, Purchaser Indemnifying Parties agree to indemnify and hold harmless the Indemnified Seller Parties from and against all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from the presence of hydrocarbon or other contamination occurring after the date of transfer of title* provided, however, that from and after the Ending Date, Purchaser Indemnifying Parties shall indemnify and hold harmless Indemnified Seller Parties from and against all claims, demands, damages, losses, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from all contamination or alleged contamination of the Property **4* (except those that caused by Seller's gross negli gence
This Release And Right-Of-Entry, and each of the covenants herein contained shall run with the land and be binding upon the grantees, assigns and other successors in title or interest of the Purchaser.
Signed And Sealed this day of November , 1994 .
Mull Likram AMOCO OIL COMPANY Mull Likram T. J. Clechanowski, Manager Real Estate Administration
WITNESS: PURCHASER April Alth African Ronald Alton Anderson Mary Philymena Anderson Mary Philymena Anderson

STATE OF ILLINOIS SS COUNTY OF COOK Be it remembered that on this Amora Oil Company a Maryland exposition which is a second of the control of the contro
Amoco Oil Company, a Maryland corporation, who is personally known to me to be the <u>Manager</u> , <u>RE Admit</u> of said corporation, and the same person who executed the foregoing instrument, and duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.
In witness whereof, I have hereunto set my hand and fixed my seal the day and year above written. "OFFICIAL SEAL" Lucy M. Tweed Notary Public, State of Illinois My Commission Expires 12/29/94 My commission expires on 19/29.
STATE OF Nebraska COUNTY OF Douglas SS
The foregoing instrument was acknowledged before me this
GENERAL HOTARY-State of Hours GLORIA J. STROH My Comm. Exp. 4-7-96 My commission expires on

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Ronald Alton Anderson and Mary Philomena Anderson

ATTACHMENT # Legal Description (Page 1 of 1)

The following described real estate located in the City of Omaha, County of Douglas, and State of Nebraska, to-wit:

That part of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 35, Township 15 North, Range 12 East of the 6th Principal Meridian, described as follows: Beginning at a point 100.0' West and 33.0' North of the Southeast corner Section 35, Township 15 North, Range 12 East of the 6th Principal Meridian, Douglas County, Nebraska; thence North 0°21'40" West along the West Right-of-Way of 72nd Street a distance of 150.0'; thence North 90°00'00" West along a line parallel with the North Right-of-Way of "F" Street, a distance of 170.0'; thence South 0°21'40" East on a line parallel with the West Right-of-Way line of 72nd Street, a distance of 150.0'; thence North 90°00'00" East along the North Right-of-Way line of "F" Street, a distance of 170.0' to a point of beginning, Douglas County, Nebraska, except rights of ingress and egress acquired by the State of Nebraska by condemnation pursuant to Report of Appraisers shown at Book 347, Page 577 of the Miscellaneous Records of Register of Deeds of Douglas County, Nebraska.

EXPRESSLY SUBJECT TO:

- 1. General taxes due and payable at the date hereof.
- 2. Special Assessments not yet certified to the Office of the County Treasurer at the date hereof.
- 3. Terms and conditions of Easement and Agreement dated June 7, 1966, filed June 20, 1966 in Book 438 at Page 489, which contains provision for easement for ingress and egress.