



1133 230 MISC



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3. Pursuant 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. Commencing on 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. * (except those that caused by Seller's gross negligence in delivery of fuels to the Property after the Closing Date).

4. Purchaser hereby grants to Seller, its agents, employees, successors and assigns, the irrevocable right to enter upon the Property, from and after the date of transfer of title, for the purpose of (i) engaging in environmental assessment, inspection, monitoring and remediation, including but not limited to the installation of such facilities and the conduct of such activities as deemed necessary or advisable by Seller, in its sole discretion, or as are required by governmental authorities having jurisdiction, for a period of time required to comply with any applicable environmental laws or regulations affecting the Property and (ii) removing from the Property any property and equipment not sold pursuant to the Contract. Seller shall not be liable for any damages to Purchaser resulting from contamination of the Property existing on the date of transfer of title, or for any interruption or interference with any business or activities being conducted on the Property, or loss of opportunity, or any other loss, damage, costs or expense of any kind whatsoever, caused by the performance of any activities authorized herein; provided, however, Seller shall use reasonable efforts to minimize such interruption or interference. Purchaser agrees to cooperate fully with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including the grant of access to on-site utilities (e.g., electricity, sewer, and water), if required for such activities; and further agrees that, during the period of any assessment or remediation activities by Seller, no construction or improvements shall be constructed or made on the Property which would impede or restrict access to monitoring wells, remediation or monitoring equipment, or to the hydrocarbon plume or would modify or affect the size, location or nature of the plume, without the prior written consent of Seller, which consent shall not be unreasonably withheld. ** (provided, this does not release Seller from its obligation to perform assessments and remediation measures as set forth in §8 of this Contract).

5. Purchaser warrants that no promise or inducement has been offered except as set forth herein; that this Release and Right-of-Entry is executed by Purchaser without reliance upon any statement or representation by Seller, its agents or employees, concerning the measure or extent of any contamination or the legal liability therefor; that Purchaser is of legal age, legally competent to execute this Release and Right-of-Entry and accepts full responsibility therefor; that this Release and Right-of-Entry contains the entire agreement between Purchaser and Seller with respect to this matter; and that the terms of this Release and Right-of-Entry are contractual and not merely recital.

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 4TH day of NOVEMBER, 1994.

WITNESS:

Muhel L. Kraus

AMOCO OIL COMPANY
APPROVED
TO FORM
13/1/94

T. J. Ciechanowski
Its: T. J. Ciechanowski, Manager
Real Estate Administration

WITNESS:

PURCHASER

Ronald Alton Anderson

Mary Philomena Anderson

Mary Philomena Anderson

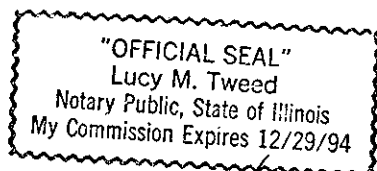
STATE OF ILLINOIS

COUNTY OF COOK

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Be it remembered that on this 21st day of October, 1994, before me,
a Notary Public, personally appeared T. S. Ciechanowski of
Amoco Oil Company, a Maryland corporation, who is personally known to me to be the Manager, RE Adm.
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.



Lucy M. Tweed

My commission expires on 12/29, 1994.

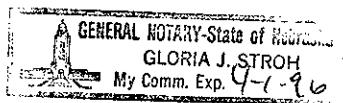
STATE OF Nebraska

COUNTY OF Douglas

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The foregoing instrument was acknowledged before me this 4th day of November, 1994,
by Ronald Alton Anderson and Mary Philomena Anderson, husband and wife.

Witness my hand and official seal.



Gloria J. Stroh

My commission expires on _____.

SS# 5689 RK# 17012
7202 "F" Street
Omaha, NE

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.