



DEED 2013054740



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Register of Deeds, Douglas County, NE
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RETURN TO: _____

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CHECK NUMBER

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QUITCLAIM DEED

THIS DEED (this "Deed") is made and entered into as of this 23 day of May, 2013 (the "Effective Date"), by and between Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust ("Grantor"), with a principal address of 1928 Eagle Crest Drive, Draper, UT 84020 and SJL, LLC, a Nebraska limited liability company (including, without limitation, its successors and assigns, "Grantee"), with a principal address of 9290 W. Dodge Road, Suite 303, Omaha, NE 68114.

Grantor for and in consideration of the sum of FORTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$40,900.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee, Grantor's right, title and interest, if any, in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Douglas and State of Nebraska, to wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

SUBJECT, HOWEVER, in all instances to the terms and conditions of this Deed and to any and all covenants, conditions, restrictions, easements, encumbrances and other matters of record or fact, any state of facts or exception which an accurate survey or inspection of the Property would show, any present and future laws, including zoning regulations, special assessments now or hereafter becoming a lien, and general real estate taxes for the year first written above and all prior and subsequent years.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever.

The foregoing conveyance is made further subject to the following terms and conditions, each of which have been agreed to by Grantee:

1. Conveyance of Property. Grantee expressly acknowledges and agrees that, except as may be expressly stated in paragraph 4(b) hereafter, no representations, warranties, covenants, guaranties or promises of any kind, express or implied, have been made by Grantor or Grantor's agents or representatives to Grantee or to the agents or representatives of Grantee with respect to the Property, and that any statements whatsoever made by Grantor or Grantor's agents or representatives to Grantee or to Grantee's agents or representatives are not material and have not been relied upon by Grantee in any way whatsoever. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS."** Grantor hereby expressly disclaims any and all representations or warranties as to: (i) the Property's compliance with any and all federal, state or local laws, rules, regulations, ordinances or other requirements, including, without limitation, any such laws or other requirements with respect to the maintenance and/or removal of improvements, if any, on the Property, (ii) legal access from the Property to any public road, (iii) the existence,

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attainability, or the cost of, potable water, wells, an irrigation system, sanitary sewerage disposal or a septic tank system, electricity, gas, telephone or other utilities at or on the Property, (iv) restrictions on usage of the Property imposed by any governmental authority or the suitability of the Property as a developable or useable site for any purpose, (v) the acreage or square footage of the Property, (vi) the fitness or value of the Property, and (vii) the status of title to the Property.

2. Environmental Condition of the Property. Without limiting the provisions of paragraph 1 above in any way, Grantor makes no representations, warranties or covenants of any kind, express or implied, with respect to the environmental condition of the Property or the Property's compliance with Environmental Laws (as defined hereafter). Grantee hereby assumes, and shall be solely responsible for, all environmental matters affecting or arising in connection with the Property, including, without limitation, the Property's compliance with all Environmental Laws and the presence of any Hazardous Substances (as defined hereafter), if any, on, in, under, or migrating from or otherwise attributable to the Property. "Environmental Laws" means any past, present, or future federal, state, or local laws, statutes, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Substances, or any other activities or conditions which impact or relate to the environment or nature. "Hazardous Substances" means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste.

(b) Release. Grantee, for Grantee and Grantee's successors and assigns, including, without limitation, each present and future fee owner, ground lessee, and tenant of all or any portion of the Property (collectively, "Grantee Parties") hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State in which the Property is located (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Grantor Parties") from and against, and irrevocably and unconditionally waive, all Claims (as defined below) and liability against the Grantor Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Property, whether arising or accruing before, on or after the Effective Date, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Property. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under

federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

(c) Covenant Not to Sue. Grantee, for itself and for each of the other Grantee Parties, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Party in any action, suit or proceeding which has been or could be brought by or against any of the Grantee Parties to the extent the same relates to or arises in any way out of the Property.

(d) Indemnity. Grantee, but only with respect to the period Grantee shall have a fee or leasehold interest in the Property, agrees at its sole cost and expense to defend, hold harmless and indemnify Grantor and each of the other Grantor Parties from and against any and all Claims, and any and all costs that may at any time be imposed upon, incurred by or asserted or awarded against Grantor and/or any Grantor Parties, that (i) relate to or arise from the Property, and (ii) are caused by events or conditions in, at, under or about the Property, including, without limitation, Hazardous Substances and/or any violation of Environmental Laws. Grantee shall, upon assuming the defense of any Claim, control the conduct of the defense, settlement and choice of counsel and experts, provided that Grantee reasonably demonstrates to Grantor its ability to pay the costs of such defense and an adverse judgment on such Claim.

3. Transaction Costs. Grantee agrees to pay all recording fees and costs, all survey costs, all title commitment and title insurance premiums, all mortgage taxes or intangible taxes, all transfer taxes or revenue stamps incidental to the recordation of this Deed, as well as any mortgage or related instrument recorded in connection with this conveyance, and any and all other costs and expenses of Grantee arising out of or relating to this transaction. Any and all state, county and municipal sales taxes due and payable as a result of the conveyance shall promptly be paid by Grantee. To the extent the law requires Grantor to collect and remit such taxes, then Grantee shall pay such taxes to Grantor on the Effective Date. Grantee shall file all ancillary documents required to be filed in connection with this conveyance in order to fully and completely comply with all applicable laws, customs, practices and standards in the jurisdiction where the Property is located. All of the above costs and expenses shall be made by Grantee without deduction or set-off of any kind from the purchase price for the Property.

4. Representations.

(a) Grantee Representations. Grantee hereby represents and warrants that:

(i) Grantee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nebraska;

(ii) Grantee, acting through its duly empowered and authorized Member, has all necessary power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Deed and to perform its obligations hereunder;

(iii) Grantee is duly authorized to execute and deliver, acting through its duly empowered and authorized Member, and perform this Deed and all documents and instruments and transactions contemplated hereby or incidental hereto;

(iv) Grantee has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission against Grantor or lien or claim against the Property;

(v) Grantee (i) is not the subject of a voluntary or involuntary petition for relief under the U.S. Bankruptcy Code or the laws of any other jurisdiction and is not the subject of any proceeding in any court wherein the relief requested or sought against Grantee includes a receivership, assignment for the benefit of creditors, or other insolvency proceeding; (ii) has no present intention, as of the date hereof, of filing any bankruptcy or insolvency proceeding for protection from its creditors; (iii) is able to pay its debts in the ordinary course as they become due; and (iv) is solvent, and shall be solvent immediately after the effectuation of the transactions contemplated by this Deed; and

(vi) Grantee is not now, nor ever has been, owned by or affiliated with Kerr-McGee, Tronox, Inc. or any of their related or affiliated entities.

(b) Grantor Representations. Upon Grantor's execution of this Deed, Grantor represents and warrants that it has received the approvals from the Grantor's beneficiaries to sell and transfer the Property to Grantee pursuant to this Deed.

5. Miscellaneous. This Deed, and the covenants, representations, warranties, and indemnities contained and created herein, shall run with the land and shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. Nothing in this Deed shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor, and its related parties, under that certain Consent Decree and Environmental Settlement Agreement entered in the Tronox bankruptcy in the United States Bankruptcy Court for the Southern District of New York (Case No. 09-10156 (ALG)). The obligations, representations, warranties, covenants, agreements, acknowledgements and indemnities of Grantee set forth in this Deed shall survive the recording of the Deed and the transfer of the Property from Grantor to Grantee.

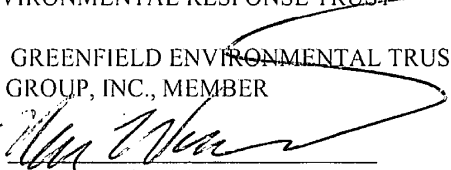
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IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the Effective Date.

GRANTOR:

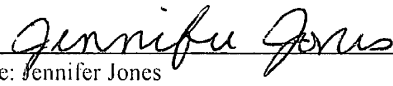
GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC, TRUSTEE OF THE MULTISTATE ENVIRONMENTAL RESPONSE TRUST

By: GREENFIELD ENVIRONMENTAL TRUST GROUP, INC., MEMBER

By: 
Name: Marc Weinreich
Title: Vice President

GRANTEE:

SJL, LLC

By: 
Name: Jennifer Jones
Title: Member

Upon Recording Return to:
Marc Weinreich, Vice President
Greenfield Environmental Trust Group, Inc.
1928 Eagle Crest Drive
Draper, UT 84020

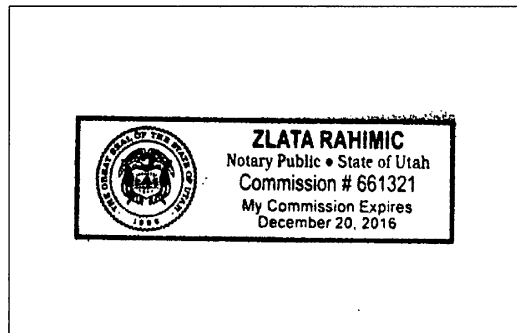
Notary page for Grantor:

State of Utah)
)ss.
County of Salt Lake)

On this 28th day of May, 2013, before me appeared Marc Weinreich, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Greenfield Environmental Trust Group, Inc., Member of Greenfield Environmental Multistate Trust LLC, Trustee of the Multistate Environmental Response Trust, and that said instrument was signed in behalf of said trust, by authority of its Trustee; and acknowledged said instrument to be the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public
Name: Zlata Rahimic Z.R.
My Commission Expires: Dec. 20, 2016



Please affix stamp in area designated above

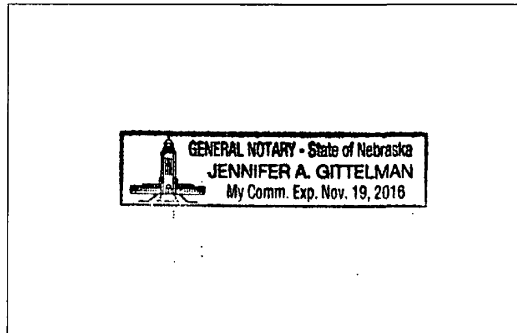
Notary page for Grantee:

State of Nebraska)
)ss.
County of Douglas)

On this 23rd day of May, 2013, before me appeared Jennifer Jones, to me personally known, who, being by me duly sworn, did say that she is a Member of SJL, LLC, and that said instrument was signed in behalf of said entity, by authority of its Member; and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public
Name: Jennifer A. Gittelmann
My Commission Expires: Nov. 19, 2016



Please affix stamp in area designated above

EXHIBIT A**Legal Description**

58-41920

That part of Lot One (1), Block Eighteen (18), WEST BENSON, an Addition as surveyed, platted and recorded, Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot One (1), thence West along the South line of said Lot One (1), 140 feet; thence North at right angles to said South line of said Lot One (1), 100 feet; thence East and parallel to the said South line of said Lot, 104.7 feet to the Easterly line of said Lot One (1); thence southeasterly along the Easterly line of said Lot One (1), 105.83 feet to the Southeast corner of said Lot, to the place of beginning.

NS - Douglas - Omaha #09 - 2855-0002-24