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Nebraska Department of Environmental Quality  
By: *JW*

ENVIRONMENTAL COVENANT

This Environmental Covenant is made this \_\_\_ day of \_\_\_\_\_, 2007, by and between Steven L. Harms, et. al. (**Steven L. Harms and Kim R. Harms, husband and wife and Charles M. Jetton, Jr. and Marylenn I. Jetton, husband and wife**) as "Grantor," and TELEX COMMUNICATIONS, INC., a Delaware corporation as "Holder," pursuant to the Uniform Environmental Covenants Act, Neb. Rev. Stat. §§ 76-2601 through 76-2613 ("Act").

The United States Environmental Protection Agency ("EPA") is an "Agency," as defined by the Act. The Grantor, Holder, and Agency, collectively, are the "Parties" to this Environmental Covenant.

RECITALS

WHEREAS, Telex Communications, Inc. and EPA have entered into an Administrative Order on Consent ("AOC"), Docket No. RCRA-07-2006-0245, that requires the implementation of an environmental response at certain real property ("Property"), owned by Steven L. Harms, et. al. located at 84<sup>th</sup> Street and Cornhusker Highway, Lincoln, Nebraska, legally described as:

**Restricted area (see map) of Lot 39 in the NW ¼ exclude that part of Lot 39 lying in the SW ¼, Section 35, Township 11 North, Range 7 East, 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska.**

WHEREAS, Grantor has agreed to: (i) impose on the Property activity and use limitations; and (ii) provide a right of access to the Property to EPA for the purposes of monitoring the environmental response project required by the AOC; as covenants that will run with the land.

WHEREAS, the administrative record for the environmental response project required by the AOC and reflected in this Environmental Covenant is located at the EPA Region VII's Offices at 901 N. Fifth Street, Kansas City, Kansas.

NOW, THEREFORE:

Grant: Grantor, acknowledging consideration, does hereby covenant and declare that the Property shall be subject, in accordance with the Act, to the activity and use limitations and access provisions set forth in this Environmental Covenant; and acknowledges that the Holder and the Agency shall have the right to enforce said activity and use limitations and access provisions.

Activity and Use Limitations/Access Provisions: The following conditions and restrictions and provisions apply to the use of, and run with, the Property:

- a. No potable water supply well shall be used or constructed in the area depicted as being so restricted in the attached map of the Property.

*Reled Comm*



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b. Holder shall notify Agency of any water wells that may come to be installed in the restricted area depicted in the attached map of the Property, whether or not for a potable water supply. Grantor may replace or install any wells on the Property without notification to Agency, but subject to the use restrictions in this Covenant.

c. The Property shall be subject to reasonable access by the Holder and the Agency for the purposes of ascertaining compliance with the activity and the use limitations created hereby.

Modification: The above activity and use limitations and access provisions may be modified, or terminated in whole or in part, in writing by Holder and with prior written approval from Agency. To be effective, such modification or termination shall be duly recorded by Holder with the Office of the Register of Deeds, Lancaster County, Nebraska, and notice thereof provided by Holder to any Parties then having interests in the Property.

Grantor's reservations: Grantor agrees to and is bound to the activity and use limitations and access provisions of this Environmental Covenant, and to any modifications made hereto. Grantor shall have all rights and privileges in and to the use of the Property that are compatible with the activity and use limitations and access provisions in the Environmental Covenant. Grantor shall have no other affirmative obligations under this Environmental Covenant.

Person with subsequent interests in the Property: Any person, by acquiring an interest in the Property subsequent to the date of recording of this Environmental Covenant, is bound to the activity and use limitations and access provisions of this Environmental Covenant. Such person shall have all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations and access provisions in this Environmental Covenant. Such person shall have no other affirmative obligations under this Environmental Covenant.

Other Rights or Entry: Notwithstanding any provision of this Environmental Covenant, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under all applicable statutes and regulations.

No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this Environmental Covenant.

Notice Requirement: Grantor agrees to include in any instrument conveying any interest in the Property, or any portion thereof, including but not limit to, deeds, easements, leases, or mortgages, a notice substantially in the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor shall provide to Holder and Agency a certified true copy of such instrument and, if it has been recorded in the office of the Lancaster County Register of Deeds, its recording reference.

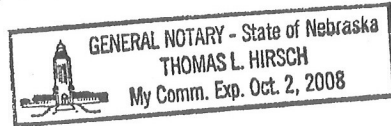
NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED \_\_\_\_\_ 2007, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA ON \_\_\_\_\_, 2007,

AS INSTRUMENT NUMBER \_\_\_\_\_, IN FAVOR OF, AND ENFORCEABLE BY THE HOLDER UNDER SUCH COVENANT, TELEX COMMUNICATIONS, INC., A DELAWARE CORPORATON; AND THE AGENCY UNDER SUCH COVENANT, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

Enforcement: Holder and Agency shall be entitled to enforce the terms of this Environmental Covenant by resort to specific performance or legal process. All reasonable costs and expenses of Agency, including, but not limit to, attorneys' fees incurred in any such enforcement action, shall be borne by Holder. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity. Any forbearance, delay or omission by Holder or Agency to exercise its rights or provide notice under this Environmental Covenant in the event of a breach of any term of this Environmental Covenant shall not be deemed to be a waiver by Agency of such term or of any subsequent breach of the same or any other term, or of any of the rights of Agency under this Environmental Covenant.

Signatures: The persons signing below on behalf of the Parties affirm that they are authorized to do so and bind their respective named Party to the terms and agreements of this Environmental Covenant.

*Thomas L. Hirsch*



In Witness Whereof:

**GRANTOR:**

**Steven L. Harms**

**Kim R. Harms**

*Steven L. Harms*

*Kim R. Harms*

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 8-15-07

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 8-15-07

**Charles M. Jetton, Jr.**

**Marylenn I. Jetton**

*Charles M. Jetton Jr.*

*Marylenn I. Jetton*

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 8-15-07

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 8-15-07

HOLDER:

TELEX COMMUNICATIONS, INC.

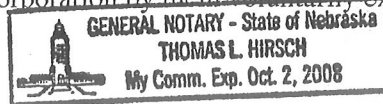
August 14, 2007

*J. Martin*  
By: TERRENCE MARTIN  
Title: VP NA OPS

State of NEBRASKA )  
 ) ss.  
County of LANCASTER )

On this 14 day of AUGUST, 2007, before me personally appeared TERRY MARTIN and \_\_\_\_\_, who being duly sworn, did say that they are the corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation) and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

*Thomas L. Hirsch*  
Notary Public, State of NEBR. :  
COMM. EXPIRES OCT. 2, 2008



AGENCY:

U.S. ENVIRONMENTAL PROTECTION AGENCY

10/23, 2007

*Becky Weber*  
By: ~~Carol Kather, Acting Director~~ *Becky Weber, Director*  
~~Air, RCRA, and Toxic Division~~  
*Air and Waste Management Division*

State of Kansas )  
County of Wyandotte ) ss.

On this 23rd day of October, 2007, before me personally appeared ~~Carol Kather, the Acting Director of the Air, RCRA, and Toxics Division of Region VII of the U.S. Environmental Protection Agency,~~ *Becky Weber* who being duly sworn, did sign this Environmental Covenant.

*Kent Johnson*  
Notary Public, State of Kansas

KENT JOHNSON  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. 7/23/11

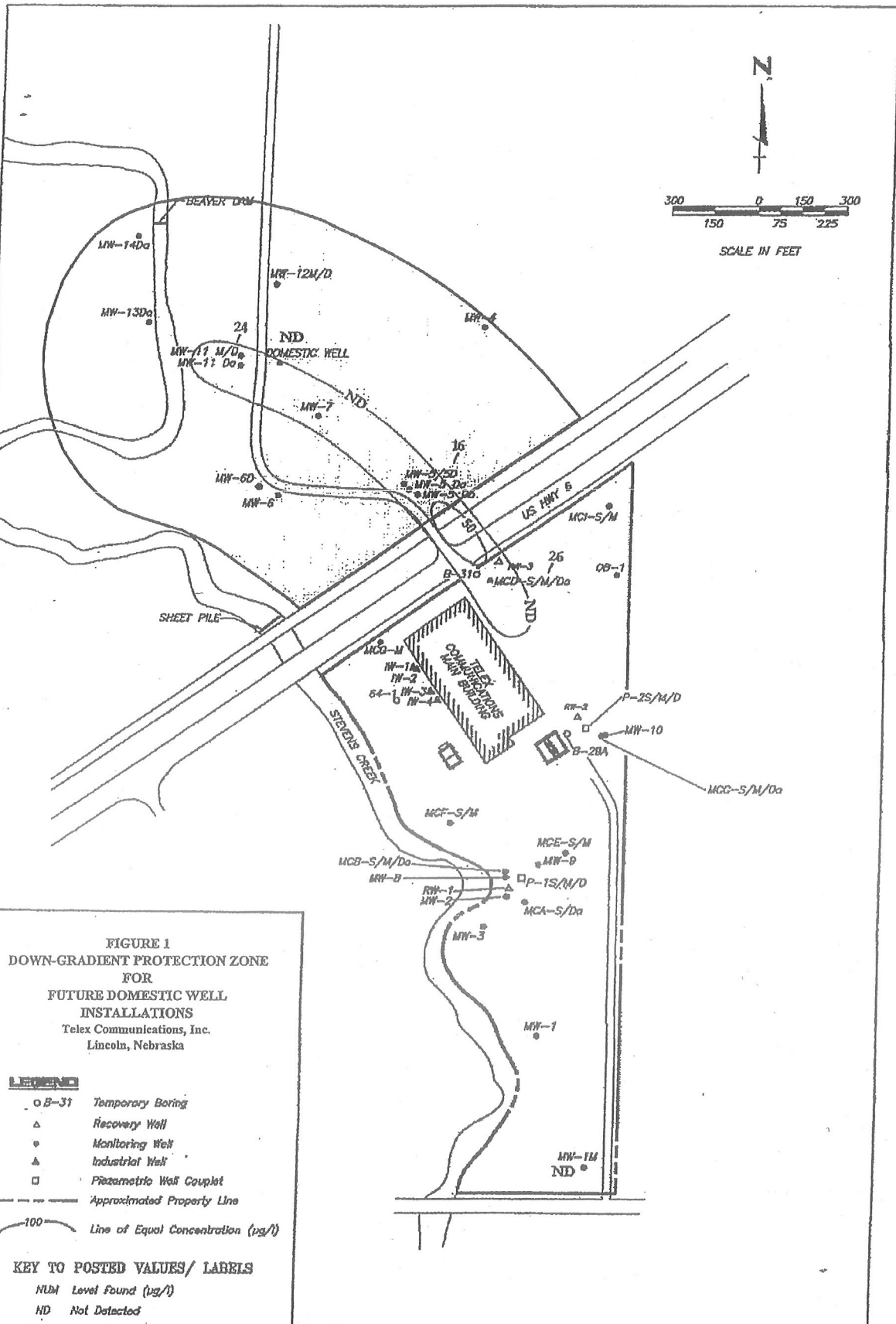


FIGURE 1  
DOWN-GRADIENT PROTECTION ZONE  
FOR  
FUTURE DOMESTIC WELL  
INSTALLATIONS  
Telex Communications, Inc.  
Lincoln, Nebraska

- LEGEND**
- B-31 Temporary Boring
  - △ Recovery Well
  - Monitoring Well
  - ▲ Industrial Well
  - Piezometric Well Couplet
  - - - Approximated Property Line
  - 100— Line of Equal Concentration (100 ug/l)

**KEY TO POSTED VALUES/ LABELS**

NUM Level Found (ug/l)  
ND Not Detected

REV. NO. 06-01-02  
JOB NO. 12/91-2046289  
SCALE AS SHOWN



LINCOLN OFFICE  
825 J St., Box 80388  
Lincoln, NE 68501  
402/478-2200

TELEX COMMUNICATIONS, INC.  
LINCOLN, NEBRASKA