



2499
Loic

November 2, 2011

Mr. Loic Maniet
Indiana Department of Environmental Management
Office of Land Quality – ELTF Technical Section
100 North Senate Avenue, Room 1101
Indianapolis, IN 46204-2251

Re: Finalized & Recorded ERC
Former Milk Barn #61
1002 Nichol Avenue
Anderson, Indiana 46016
UST Facility ID No.: 2499
LUST Incident No.: 2001-07501

Dear Mr. Maniet:

IWM Consulting Group, LLC is pleased to provide the Indiana Department of Environmental Management (IDEM) with this Finalized and Recorded Environmental Restrictive Covenant for former Milk Barn #61 located at 1002 Nichol Avenue, Anderson, Indiana. A copy of the finalized and recorded environmental restrictive covenant has been included as **Attachment A**. Upon receipt of NFA approval status, IWM Consulting will have the monitoring wells at the site permanently abandoned by a licensed water well driller.

If you have any questions regarding this project, please contact the undersigned at (317) 347-1111.

Sincerely,

IWM CONSULTING GROUP, LLC

Christopher D. Parks, LPG #2169
Project Manager



cc: Mr. Darshan Darar, GDM, Inc.

RECEIVED

NOV 17 2011
DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND QUALITY

Attachment A

Finalized & Recorded ERC

**AFFIDAVIT FOR RECORDING OF
AN ENVIRONMENTAL RESTRICTIVE COVENANT**

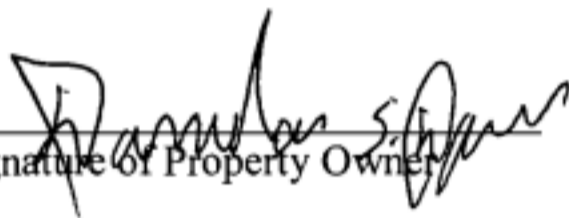
I, the undersigned, being of the age of majority and duly sworn upon my oath, have personal knowledge of the facts stated herein:

- the enclosed copy of the Environmental Restrictive Covenant ("ERC") and its Attachments were recorded in the Madison County Recorder's Book and were cross-referenced to Deed Record Number **2007014128**, which is the recorded deed that concerns the property subject to the land use requirements contained in the ERC; and
- the enclosed copy represents the ERC and its Attachments in their entirety as agreed to by the Indiana Department of Environmental Management and the property owner.

Madison County Recorder's Book and Page or Instrument Number: 2011R012824

Number of Pages Recorded: 11

I swear or affirm under the penalties for perjury that the foregoing representations are true and accurate to the best of my knowledge and belief.


Signature of Property Owner

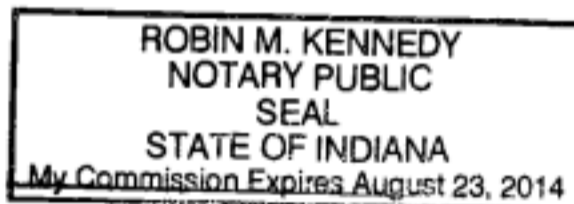
11-14-12
Date

Darshan Darar
Print or type name

Vice President
Position


STATE OF INDIANA
COUNTY OF MARION

SS:



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Darshan Darar, who acknowledged the execution of the foregoing instrument for and on behalf of the Owner.

Witness my hand and Notarial Seal this 14 day of November, 2011.


Robin M Kennedy, Notary Public
Residing in Marion County, Indiana

My Commission Expires: August 23, 2014

11
100

Not
Duly Entered for Taxation
Subject to Final Acceptance for Transfer

OCT 19 PM 2:52

2011R012824
10/19/2011 3:01:05 PM
FEE: 32.00 PGS: 11
ANGELA SHELTON
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

OCT 19 2011

Kathy Hoops-Whitt
AUDITOR, MADISON COUNTY

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 18th day of October, 2011, by GDM, Inc. located at 11361 Rainbow Falls Lane, Fishers, Indiana 46037 (together with his/her/its/their successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 1002 Nichol Avenue, Anderson, IN 46016 and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on June 20, 2007, and recorded on July 25, 2007, as Deed Record 2007014128, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.61 acres and has also been identified by the county as parcel identification numbers 481114101081000003, 481114101082000003, 481114101083000003, 481114101084000003, 481114101085000003.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the former Milk Barn No. 61. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 200107501, and the relevant facility identification number is 2499.

WHEREAS: Certain contaminants of concern ("COCs") remain in the soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health. These COCs are benzene, methyl tertiary butyl ether, and total petroleum hydrocarbons – gasoline range organics.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/).

NOW THEREFORE, GDM, Inc. subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

(a) Shall not use or allow the use of the Real Estate for residential purposes, including,



but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).

- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's Risk Integrated System of Closure ("RISC") Technical Guidance Document. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws, and disposal of such soils must also be done in accordance with all applicable federal and state laws.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing

interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED OCTOBER 18th 2011, RECORDED IN THE OFFICE OF THE RECORDER OF MADISON COUNTY ON OCTOBER 19, 2011, INSTRUMENT NUMBER (or other identifying reference) 2011B012824 IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Madison County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

GDM, Inc.
11361 Rainbow Falls Lane
Fishers, Indiana 46037

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Leaking Underground Storage Tank Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

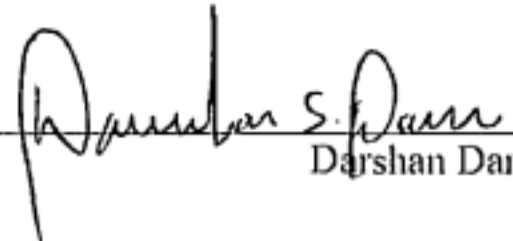
15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, *Darshan Darar*, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 18th day of October, 2011.

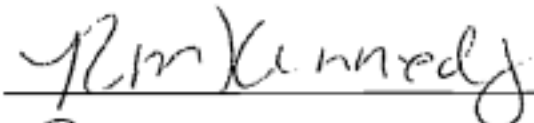
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, as required by law.


Darshan Darar

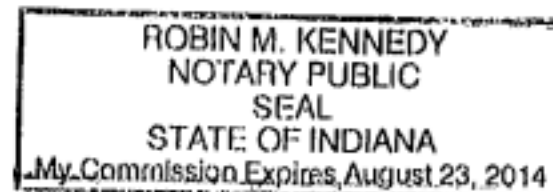
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Darshan Darar, the Vice-President of the Owner, GDM, Inc., who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 18th day of October, 2011.


Robin M Kennedy, Notary Public
Residing in Indiana County, Marion
My Commission Expires: August 23, 2014

This instrument prepared by:
IWM Consulting Group, LLC
7428 Rockville Road
Indianapolis, IN 46214



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law:
IWM Consulting Group, LLC – 7428 Rockville Road, Indianapolis, IN 46214

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

MB 61

RECEIVED
JUN 26 2007
By 5334

2007014128 HD \$16.00
07/25/2007 02:08:13P 1 PGS
Lisa Hobbs
Madison County Recorder IN
Recorded as Presented

Parcel No. 18-4717800-9/349-25

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that Sodhi, Inc. (Grantor), a corporation organized and existing under the laws of the State of Indiana CONVEYS AND WARRANTS to GDM Inc. (Grantee), a corporation organized and existing under the laws of the State of Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Madison County in the State of Indiana.

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

JUL 20 2007

Lot Number 25 to Hancock Addition to the City of Anderson, Madison County, Indiana, the plat of which is recorded in Plat Book 5, Page 48 in the Office of the Recorder of Madison County, Indiana.

Lally
AUDITOR, MADISON COUNTY

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected officer of the Grantor and has been fully empowered to execute and deliver this deed; that Grantor has full corporate capacity to convey real estate described herein, and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESSETH WHEREOF, Grantor has executed this 20th day of June, 2007.

Sodhi, Inc.
By *Darshan S. Darar*
Darshan S. Darar, President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

RECEIVED
JUL 18 2007
By

Before me, a Notary Public in and for said County and State, personally appeared Darshan S. Darar, the President of Sodhi, Inc., who acknowledged the execution of the foregoing Affidavit, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 20th day of June, 2007.

My Commission Expires:
03-31-09

Signature *G. R. Parish, Jr.*
Printed: G. R. Parish, Jr.
Resident of Boone County, Indiana



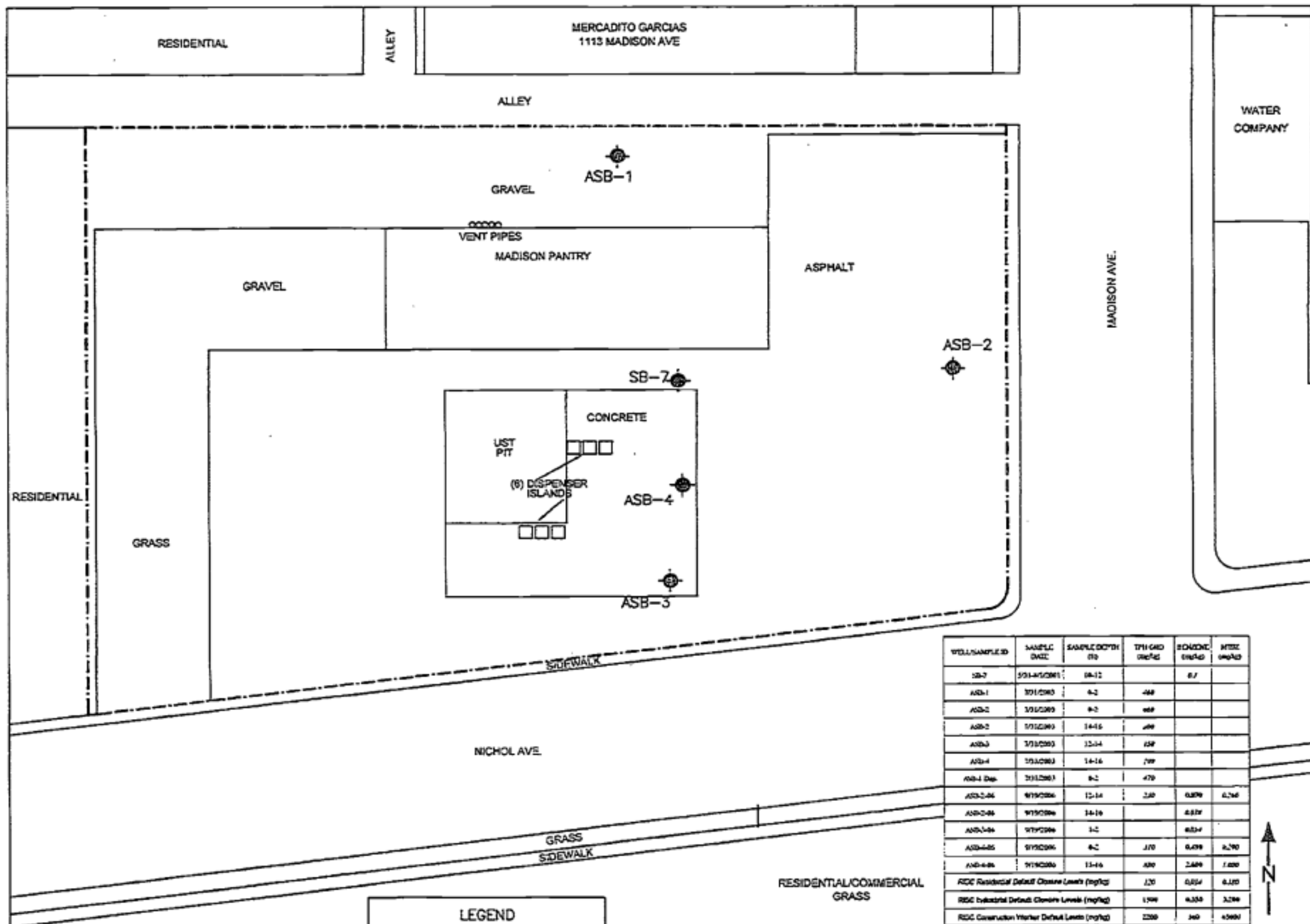
This Instrument prepared by G. R. Parish, Jr., Attorney at Law.
Return to: GDM Inc.
Send Tax Statement to: 1002 Nichol Avenue, Anderson, Indiana 46016



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. G. R. Parish, Jr.

END OF DOCUMENT

EXHIBIT B

MAP DEPICTING THE LOCATION OF THE CHEMICALS OF CONCERN



LEGEND
 = SOIL BORING
 = PROPERTY LINE

DRAWN BY: A.PARKS
 DATE: 6/04/08
 REVISED: 7/09/08
 BY: BANGADI-08

EXHIBIT B
 CHEMICALS OF CONCERN
 EXCEEDING RISC RDCLs

MILK BARN #61
 1002 NICHOL AVENUE
 ANDERSON, INDIANA



TABLE 1

**LIST OF CHEMICALS OF CONCERN AND CONCENTRATION LEVELS
REMAINING ON-SITE**

TABLE 1
 CONTAMINANTS OF CONCERN EXCEEDING RISC RDCLs
 SOIL QUALITY DATA
 MILK BARN #61
 1002 NICHOL AVENUE
 ANDERSON, INDIANA

WELL/SAMPLE ID	SAMPLE DATE	SAMPLE DEPTH (ft)	TPH GRO (mg/kg)	BENZENE (mg/kg)	MTBE (mg/kg)
SB-7	5/31-8/1/2001	10-12		<i>0.3</i>	
ASB-1	7/31/2003	0-2	460		
ASB-2	7/31/2003	0-2	660		
ASB-2	7/31/2003	14-16	300		
ASB-3	7/31/2003	12-14	150		
ASB-4	7/31/2003	14-16	190		
ASB-1 Dup.	7/31/2003	0-2	470		
ASB-2-06	9/19/2006	12-14	230	0.870	<i>0.260</i>
ASB-2-06	9/19/2006	14-16		<i>0.078</i>	
ASB-3-06	9/19/2006	1-2		<i>0.054</i>	
ASB-4-06	9/19/2006	0-2	310	0.490	<i>0.290</i>
ASB-4-06	9/19/2006	15-16	880	2.600	1.000
<i>RISC Residential Default Closure Levels (mg/kg)</i>			120	0.034	0.180
RISC Industrial Default Closure Levels (mg/kg)			1500	0.350	3.200
RISC Construction Worker Default Levels (mg/kg)			2200	560	65000

NOTES:
 Italicized concentrations exceed RISC Residential Default Closure Levels
 Bolded concentrations exceed RISC Industrial Default Closure Levels
 NA: Not Applicable
 NS: Not Submitted for Analysis



END OF DOCUMENT