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ENANT on-site

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- 5
- Residing in _____
- NOTARY PUBLIC
- STATE OF TEXAS

RECEIVED FOR RECORD

AT 10:45 AM

FEB 24 2014

Linda A. Brommell
RECORDER, CLINTON CO. \$ 27.00 FEE
\$2.00 RED - \$3.00 SUPP.
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2014-0648

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 11 day of February, 2014, by Hook-SuperRx, L.L.C. ("Owner"), c/o CVS Caremark Corporation, One CVS Drive, Woonsocket, Rhode Island 02895.

WHEREAS: Owner is the fee owner of certain real estate in the County of Clinton, Indiana, which is located at 201 S. Jackson Street, Frankfort 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 September 13, 2013 and recorded on October 7, 2013, as Deed Record 2013-4190, in the Office of the Recorder of Clinton County, Indiana. The Real Estate consists of approximately 0.28 acres and has also been identified by the county as parcel identification numbers 12-10-10-288-001.000-021.

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 BP site number 00150. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 199312546, and the relevant facility identification number is 1030.

WHEREAS: A certain contaminant of concern ("COC") remains in the groundwater of the Real Estate following completion of corrective action. The Department has determined that the COC 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 and the environment. The COC is benzene.

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, Hook-SuperRx, L.L.C. 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 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 Feb. 11 2014, RECORDED IN THE OFFICE OF THE RECORDER OF CLINTON COUNTY ON Feb 24, 2014, INSTRUMENT NUMBER (or other identifying reference) 2014 0648 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 Clinton 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:
Hook-SupeRx, L.L.C.
c/o CVS Caremark Corporation
Attention: Property Administration Store #6667
One CVS Drive
Woonsocket, RI 02895

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: 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.

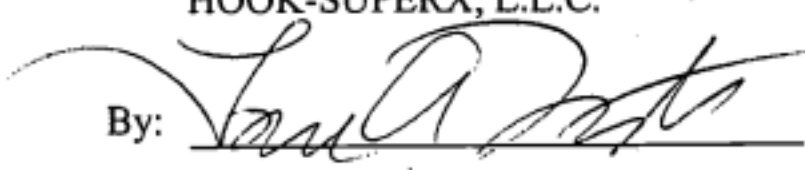
15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included 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, Hook-SupeRx, L.L.C., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 11 day of ~~September~~, 2014.
February


CVS Legal Approval
Thomas Bhisitkul, Esq.
Hinckley, Allen & Snyder LLP

STATE OF RHODE ISLAND
) SS:
COUNTY OF PROVIDENCE

HOOK-SUPERX, L.L.C.
By: 
Toni A. Motta, Esq.
Assistant Secretary

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Toni A. Motta, the Assistant Secretary of the Owner, Hook-SupeRx, L.L.C., who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 11TH day of February, 2014.


_____, Notary Public

Residing in _____ County, _____
My Commission Expires: _____

Susan Dupre
Notary Public
State of Rhode Island
My Commission Expires 06/02/2015

This instrument prepared by:
Daniel Petzold, ARCADIS

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:

Daniel Petzold
ARCADIS
132 E. Washington Street, Suite 600
Indianapolis, IN 46204

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

RECEIVED FOR RECORD

AT 3:10 P. M

OCT 7 - 2013

Linda A. Brummell
RECORDER, CLINTON CO. \$ 17.00 FEE
\$2.00 RED - \$3.00 SUPP.
2nd ALIVE

2013-4190

GENERAL WARRANTY DEED

Tax Parcel No.: 12-10-10-288-001.000-021

C&I
CTIC # 447044 MJS

THIS INDENTURE WITNESSETH, that Good Oil Company, Inc. (a/k/a Good Oil Company Inc.), an Indiana corporation ("Grantor"), CONVEYS and WARRANTS to Hook-SupeRx, L.L.C., a Delaware limited liability company having an address of c/o CVS Caremark Corporation, One CVS Drive, Woonsocket, Rhode Island 02895, Attention: Property Administration Store #6667 ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate, and all related rights, title and interests in and to said real estate, in Frankfort, Clinton County, in the State of Indiana, legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate").

The Grantor hereby represents and warrants to Grantee that at the time this General Warranty Deed is delivered to Grantee, the Real Estate is free and clear from all liens or other title encumbrances other than the matters set forth in Exhibit B attached hereto and incorporated herein by this reference (collectively, the "Encumbrances"):

Grantor herein and its successors and assigns shall warrant and defend title to the Real Estate to Grantee, its successors and assigns, against the lawful claims and demands of all persons, subject to the Encumbrances.

The undersigned person executing this deed on behalf of Grantor represents and certifies that such person is duly authorized and has been fully empowered by proper resolution or other action of the members, managers, shareholders or directors of Grantor to execute and deliver this deed; that the Grantor has full capacity to convey the real estate described herein; and that all necessary authorizing action for the making of such conveyance has been taken and done.

Property Address: 201 S. Jackson Street, Frankfort, IN 46041

[Remainder of Page Intentionally Left Blank; Signature on Following Page]

[Signature]
ENTERED FOR TAXATION

APPROVED BY ASSESSOR
SDF REQUIRED

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed as of this
13 day of September, 2013.

GOOD OIL COMPANY, INC., (a/k/a Good Oil
Company Inc.)
an Indiana corporation

By: [Signature]
Don A. Good, President

STATE OF INDIANA)
COUNTY OF Pulaski)SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared **Don A. Good**, President of Good Oil Company, Inc., who, having been duly sworn, acknowledged execution of the foregoing General Warranty Deed as his free act and deed for and on behalf of said entity, and for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13~~th~~ day of September, 2013.

My Commission Expires:
7-20-2014

My County of Residence:
Pulaski

GRATEFUL MAILING ADDRESS +
Mail tax statements to:

Hook-SupeRx, L.L.C.
c/o CVS Caremark Corporation
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration (Store #6667)

Laurie A. Henry
Notary Public

Laurie A. Henry
Printed Name



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. Thomas Bhisitkul, Esq.

This instrument prepared by, and after recording return to: Thomas Bhisitkul, Esq., Attorney at Law, Hinckley, Allen & Snyder, LLP, 28 State Street, Boston, MA 02109-1775 (617) 378-4110

Exhibit A

Legal Description of Real Estate

Lot Seventy-Two (72) in An Additional Plat (also known as the Additional Original Plat) of the Town (now City) of Frankfort; said premises being located at the Southeast (SE) corner of Jackson Street and Walnut Street, in said City of Frankfort.

Also, Twenty-Eight and one-half (28.5) feet off the North Side of Lot Number Seventy-One (71) in An Additional Plat (also known as the Additional Original Plat) of the Town (now City) of Frankfort, as the same is recorded in Plat Record 1 pages 2 and 3.

Also, all Grantor's rights, title and interests in and to the north-south alley (vacated) adjacent to the east of the above-described land, lying generally between Lot 65 and Lot 72, and between the northerly portions of Lot 71 and Lot 66, in said Additional Plat, and in and to any other portions of the vacated alleys adjacent to the above-described land.

Exhibit B

Encumbrances

1. Taxes and assessments on the Real Estate which are a lien, but which are not yet billed, or are billed but are not yet delinquent.
2. All building and zoning laws, codes and regulations affecting the Real Estate.
3. Release and Right of Entry, dated June 24, 1994 and recorded October 31, 1994 as Document No. 94-5155.
4. Environmental Disclosure Document for Transfer of Real Property, dated January 5, 1995 and recorded January 20, 1995 as Document No. 95-0312.