



CENCOR, Inc.

RECEIVED MAY 5 2014

*Bill  
16352*

May 1, 2014

Greenfield Water Utility  
ATTN Mr Mike Fannin, Superintendent  
451 Meek Street  
Greenfield, IN 46140

HAND DELIVERY

RECEIVED

JUL 16 2014

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
OFFICE OF LAND QUALITY

Dear Mr Fannin

Re **Notice of Regulatory Site Closure**  
Swifty Oil Station #219  
1313 North State Street  
Greenfield, Hancock County, IN 46140  
FID# 16352 LUST# 201402502

CENCOR, Inc (CENCOR), on behalf of Swifty Oil Co , Inc (Swifty Oil), the owner/operator, is working with the Indiana Department of Environmental Management (IDEM) to obtain regulatory site closure utilizing an Environmental Restrictive Covenant (ERC) for residual petroleum impact present at the above referenced property Results from investigation activities (required by IDEM) indicate that the residual groundwater impact (benzene concentration of 7.16 parts per billion in shallow (approx 8 feet below grade) groundwater) may be from an off-site source

To obtain regulatory site closure through issuance of a No Further Action (NFA) determination, IDEM requested that we notify you of our intent to record an ERC on the property deed, through the Hancock County Recorder, restricting the use or extraction of groundwater at the property

It should be noted that it has been determined that the residual petroleum impact is not an immediate threat to human health or to the environment. The complete IDEM file for this release can be examined at the office of the Department which is located in the Indiana Government Center North building at 100 N Senate Avenue in Indianapolis 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/](http://www.in.gov/idem/)) Please contact me at (317) 727-2554 with any questions or concerns.

Respectfully,  
CENCOR, Inc

*Garry M. Stevenson*  
Garry M Stevenson, LPG  
Project Coordinator

Enclosure

cc. Ms Sonja Ison, Swifty Oil  
Mr Bruce Hamilton, IDEM  
file

(C:\CENCOR\Swifty\HerdnchPetro Due Diligence\Swifty #219 - Greenfield\Swifty 219 ERC\Swifty 219 FINAL Greenfield Water Utility NotificationLetter050114.doc)

1131134

RECEIVED

JUL 16 2014

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
OFFICE OF LAND QUALITY

**Environmental Restrictive Covenant**

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 16 day of June, 2014, by Herdrich Petroleum Corp

WHEREAS: Owner is the fee owner of certain real estate in the County of Hancock, Indiana, which is located at 1313 North State Street, Greenfield, Indiana 46140 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 April 15, 2014, and recorded on May 9, 2014, as instrument number. 140004006 WD, in the Office of the Recorder of Hancock County, Indiana (Exhibit A). The Real Estate consists of approximately 1.7 acres and has also been identified by the county as parcel identification number: 30-07-29-400-006.001 009.

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 Swifty #219 site. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 201402502, and the relevant facility identification number is 16352.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater and 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 and the environment. The remaining COCs are listed in Exhibit B, which are attached hereto and incorporated herein.

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/](http://www.in.gov/idem/))

NOW THEREFORE, Herdrich Petroleum Corp 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 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.

Herdrich Petroleum Corp

## 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 \_\_\_\_\_ 2014, RECORDED IN THE OFFICE OF THE RECORDER OF HANCOCK COUNTY ON \_\_\_\_\_, 2014, INSTRUMENT NUMBER (or other identifying reference) \_\_\_\_\_ 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 Hancock 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

Herdrich Petroleum Corp.  
210 E. US Hwy 52, Suite E  
Rushville, Indiana 46173  
Attn. President

To Department

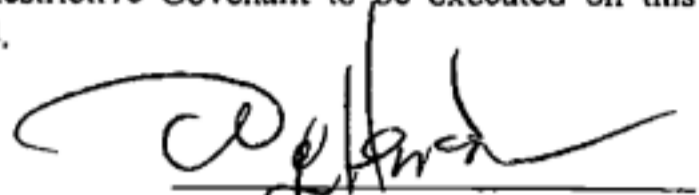
IDEM, Office of Land Quality  
100 N. Senate Avenue  
IGCN 1101  
Indianapolis, IN 46204-2251  
Attn: Section Chief, Leaking Underground Storage Tank Program

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.

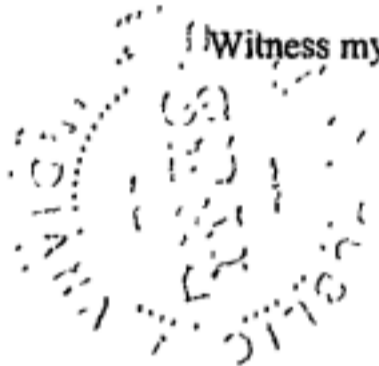
Owner hereby attests to the accuracy of the statements in this document and all attachments

IN WITNESS WHEREOF, Herdrich Petroleum Corp, Inc, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 16 day of June, 2014.

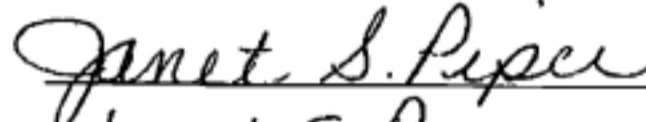
  
\_\_\_\_\_  
[Herdrich Petroleum Corp]

STATE OF Indiana  
COUNTY OF Rush ) SS:

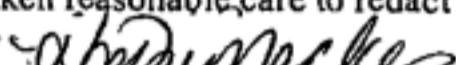
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William J. Herdrich, the President of the Owner, Herdrich Petroleum Corp, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.



Witness my hand and Notarial Seal this 16 day of June, 2014

  
\_\_\_\_\_  
JANET S. PIPER, Notary Public  
Residing in Rush County, IN

My Commission Expires  
Dec. 17. 2014

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 

This instrument prepared by  
Garry M. Stevenson, LPG #1615  
CENCOR, Inc.  
P.O Box 39257  
Indianapolis, IN 46239





**EXHIBIT A TO LIMITED WARRANTY DEED**

**The Real Estate**

Legal Description: A PART OF THE SOUTHEAST DIVISION OF THE EAST HALF (1/2 ) OF THE SOUTHEAST QUARTER (1/2) OF SECTION TWENTY-NINE (29), TOWNSHIP SIXTEEN (16) NORTH, RANGE SEVEN (7) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT; BEGINNING AT A POINT IN THE CENTER OF INDIANA STATE HIGHWAY NUMBER NINE (9), AT THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED ON APRIL 18, 1942 TO DEROLD T. FLEMING AND FRANCES G. FLEMING, HUSBAND AND WIFE, AS SHOWN IN DEED RECORD #110, PAGE 351, OFFICE OF THE RECORDER, HANCOCK COUNTY, INDIANA, RUNNING THENCE EAST ON THE NORTH LINE OF SAID TRACT A DISTANCE OF THREE HUNDRED THIRTY-FIVE (335) FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION TWENTY-NINE (29), TOWNSHIP SIXTEEN (16) NORTH, RANGE SEVEN (7) EAST, A DISTANCE OF TWO HUNDRED FORTY-ONE (241) FEET, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO THE CENTER OF INDIANA STATE HIGHWAY NUMBER NINE (9); THENCE NORTH ALONG THE CENTER OF SAID INDIANA STATE HIGHWAY NUMBER NINE (9) TO THE POINT OF BEGINNING, CONTAINING IN ALL ONE AND 81/100 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE: A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 7 EAST, HANCOCK COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 00 SECONDS EAST 174.50 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE PROLONGED EAST BOUNDARY OF S.R. 9; THENCE NORTH 0 DEGREES 43 MINUTES 00 SECONDS WEST 400.98 FEET ALONG SAID PROLONGED BOUNDARY AND THE EAST BOUNDARY OF S.R. 9; THENCE NORTH 0 DEGREES 46 MINUTES 45 SECONDS WEST 362.12 FEET ALONG THE EAST BOUNDARY OF S.R. 9; THENCE NORTH 0 DEGREES 32 MINUTES 13 SECONDS WEST 19.43 FEET ALONG THE EAST BOUNDARY OF S.R. 9 TO THE POINT OF BEGINNING OF THIS DESCRIPTION, WHICH POINT IS ON THE SOUTH LINE OF THE OWNER'S LAND; THENCE NORTH 0 DEGREES 32 MINUTES 13 SECONDS WEST 241.00 FEET ALONG THE EAST BOUNDARY OF S.R. 9 TO THE NORTH LINE OF THE OWNER'S LAND; THENCE NORTH 88 DEGREES 29 MINUTES 00 SECONDS EAST 25.97 FEET ALONG SAID NORTH LINE, THENCE SOUTH 2 DEGREES 35 MINUTES 49 SECONDS WEST 241.59 FEET TO THE SOUTH LINE OF THE OWNER'S LAND; THENCE SOUTH 88 DEGREES 29 MINUTES 00 SECONDS WEST 12.76 FEET ALONG THE SOUTH LINE OF THE OWNER'S LAND TO THE POINT OF BEGINNING AND CONTAINING 0.107 ACRES, MORE OR LESS.

**EXHIBIT B TO LIMITED WARRANTY DEED**

1. All real estate taxes and assessments
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
3. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the Real Estate or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
5. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility rights of way.
6. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
7. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal) and all rights incident thereto, now or previously leased, granted, excepted or reserved.
8. Unrecorded Easement for sanitary sewer dated November 18, 1996 granted by Don W. Myers Sr. in favor of John J. Farrell Jr., M.D.

**Exhibit B -- Soil Concentration Summary**  
**Swift Oil #219**  
**1313 North State Street**  
**Greenfield, Indiana**  
**FID# 16352**

Analyte Concentrations (mg/kg) <sup>1</sup>	UST Piping/Dispenser Closure Sampling					2014 Phase II Soil Concentrations		RCG Screening Levels (March 2013)		
	6/10/99 PL-1 (1 S-2')	6/10/99 PL-2 (1 S-2')	6/10/99 PI-1 (1 S-2') [north dispenser area]	6/10/99 PI-4 (1 S-2') [north end of south dispenser area]	6/10/99 PI-5 (1 S-2') [south dispenser area]	1/29/14 SB-102 (6-8')	1/29/14 SB-106 (10-12')	Residential soil migration to groundwater	Residential Direct Contact Screening Levels	Comm/Industr Direct Contact Screening Levels
TPH-gasoline range organics	12	18	<10	<10	<10	NA	NA		Not applicable	
TPH-diesel range organics	<10	12	5	27	5	NA	NA		Not applicable	
Benzene	NA	NA	NA	NA	NA	<0.006	0.00751	0.051	15	54
Xylenes	NA	NA	NA	NA	NA	<0.011	0.00965	200	260	260
n-butylbenzene	NA	NA	NA	NA	NA	0.0157	0.0199	50	110	110
sec-butylbenzene	NA	NA	NA	NA	NA	0.0169	0.0112	NSL	NSL	NSL
isopropylbenzene	NA	NA	NA	NA	NA	0.0487	0.0595	13	270	270
n-propylbenzene	NA	NA	NA	NA	NA	0.134	0.0691	20	260	260
1-methylnaphthalene	NA	NA	NA	NA	NA	<0.37	0.47	1	220	530
Naphthalene	NA	NA	NA	NA	NA	<0.074	0.087	0.092	50	180
Lead	NA	NA	NA	NA	NA	6.7	4.7	270	400	800

<sup>1</sup> -- Analyte concentrations reported in milligrams per kilogram or parts per million (ppm), dry weight basis  
Screening levels obtained from Table A-6, Appendix A of the Remediation Closure Guide (March 2012, revised March 1, 2013)  
NA -- Not analyzed  
NSL -- No screening level established

*Exhibit B  
Soil Concentration Summary*

Exhibit B -- Groundwater Concentration Summary  
 Swifty Oil #219  
 1313 North State Street  
 Greenfield, Indiana  
 FID#: 16352

Analyte Concentrations (µg/l) <sup>1</sup>	2014 Phase II GW Concentrations	RCG Residential Tap Water Screening Levels (March 2013)
	1/29/14 SB-106 (water)	
Benzene	7.16	5
Isopropylbenzene	12.4	390
n-propylbenzene	13.4	530

<sup>1</sup> -- Analyte concentrations reported in micrograms per liter or parts per billion (ppb)

NSL -- No screening level established

Screening levels obtained from Table A-6, Appendix A of the Remediation Closure  
 Guide (March 2012, revised March 1, 2013)

**BOLD** -- Analyte concentration above the RCG residential tap water screening levels