



Speedway LLC

500 Speedway Drive
Enon, OH 45323
Telephone 937-864-3000

January 5, 2015

67-02 bdavis
Indiana Department of Environmental Management
Office of Land Quality – ELTF Technical Section
100 North Senate Avenue, Room 1101
Indianapolis, Indiana 46204-2241
Attn: Mr. Greg Waltz

**Re: Recorded ERC
Speedway LLC #6677
1136 North Main Street
Crown Point, Indiana 46307-2715
LUST Incident Number: 200104510
Facility ID Number: 11384**

Dear Mr. Waltz:

Speedway LLC (Speedway) is pleased to provide you with two copies of a Recorded Environmental Restrictive Covenant (ERC) for the above referenced site. In addition, an electronic version of this document is provided on the enclosed compact disc.

If you have any questions or comments regarding this matter, please feel free to contact me at your convenience at (937) 863-6678.

Sincerely,

SPEEDWAY LLC

Mr. Samuel J. Kramer
Environmental Representative

Copy: Remediation File, Store No. 6677
Reimbursement File, Store No. 6677
Ms. Linda Beran (PEC)



Practical Environmental Consultants, Inc.
Website: www.pec-inc.com

1305 Remington Road - Suite A
Schaumburg, Illinois 60173

Phone: 847.519.3430
Fax: 847.519.3431

January 5, 2015

Mr. Samuel J. Kramer
Environmental Representative
Speedway LLC
Environmental Department
P.O. Box 1500
Springfield, Ohio 45501-1500

**Re: Recorded ERC
Speedway LLC #6677
1136 North Main Street
Crown Point, Indiana 46307-2715
LUST Incident Number: 200104510
Facility ID Number: 11384**

Dear Mr. Kramer:

Practical Environmental Consultants, Inc. (PEC) is pleased to forward to you the original recorded Environmental Restrictive Covenant (ERC) for the above-referenced site from the Lake County Recorder, Indiana. This document is transmitted for your files.

If you have any questions regarding this correspondence, please do not hesitate to call me at (847) 519-3430, extension 438.

Sincerely,
Practical Environmental Consultants, Inc.

Linda Beran
Project Manager

Attachment

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 075278

2014 NOV 25 PM 2:56

MICHAEL J. CROWN
RECORDER

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 25th day of November, 2014, by Speedway LLC, 500 Speedway Drive, Enon, Ohio 45323 (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 Lake, Indiana, which is located at 1136 North Main Street, Crown Point, Indiana, 46307-2715, 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 November 1, 2001, and recorded on November 28, 2001 as Deed Record 2001-096422 in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 0.438 acres. Additionally, the Real Estate is identified by the county as parcel identification number: 45-16-05-251-002.000-042. The Real Estate, to which this Covenant applies, is depicted on a map attached hereto as Exhibit B.

A *Revised Corrective Action Plan (CAP) Addendum* proposing to utilize a total-phase extraction (TPE) remediation system to achieve closure of Leaking Underground Storage Tank (LUST) Incident #200104510 was submitted to the Indiana Department of Environmental Management ("Department" or "IDEM") on March 5, 2007. The *Revised CAP Addendum* was approved by IDEM on May 15, 2007. An ERC was requested by IDEM in a letter dated January 29, 2014.

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 Speedway Store Number 6677. The incident number assigned by IDEM for the active release is 200104510, and the relevant facility identification number is 11384.

WHEREAS: Certain contaminants of concern ("COCs") remain in the soil and groundwater 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. The remaining COCs are listed in Table 1, which is attached hereto and incorporated herein.

FILED

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PEGGY HOLMSEA
LAKE COUNTY

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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, Speedway LLC 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 ensure that any removal, excavation or disturbance of soil from the Real Estate is conducted in accordance with all applicable requirements of IOSHA/OSHA, and soil that is removed, excavated or disturbed from the Real Estate is managed and disposed of in accordance with all applicable federal and state laws and regulations.

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 _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON _____, 20__, 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, the Department may proceed in court, by appropriate action to enforce this Covenant. Owner agrees that the restrictions are enforceable, and agrees not to challenge 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 Lake 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, RCG 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:
Speedway LLC
500 Speedway Drive
Enon, Ohio 45323
Attn: Corporate Manager, Environmental

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, Indiana 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.

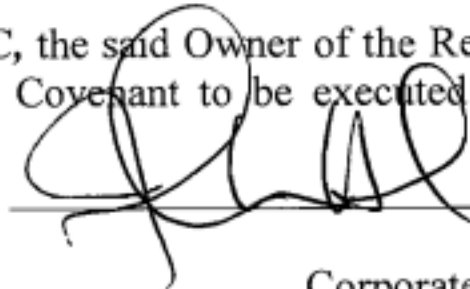
15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Liability. An Owner's rights and obligations under this instrument terminate upon transfer if the Owner's interest in the Real Estate, except that liability of Owner for acts

or omissions occurring prior to transfer shall survive transfer.

17. 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, **Speedway LLC**, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 6th day of November, 2014.



John M. Helms
Corporate Manager, Environmental
Speedway LLC



STATE OF OHIO)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John M. Helms, the Corporate Manager, Environmental, of the Owner, Speedway LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 6 day of November, 2014.

My Commission Expires:

9-25-2019

Meghan R. Wilson, Notary Public

Residing in Clark County, Ohio

This instrument prepared by:

Jason L. Blackburn, Environmental Representative
Speedway LLC
500 Speedway Drive
Enon, Ohio 45323

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:

Jason L. Blackburn
500 Speedway Drive
Enon, Ohio 45323



MEGHAN R. WILSON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
September 25, 2019
Recorded In
Clark County

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

62-11375
 SSA Unit: 6677
 Location: 1136 N. Main St.
 Crown Point, IN
 T&C: 05-456-IN-719

SPECIAL WARRANTY DEED

MOUNTAIN VENTURES BUCKEYE, LLC, a Delaware limited liability company, whose address is c/o First Union Development Corp., 301 South College Street, Charlotte, NC 28288, Grantor, for the consideration of Ten and No/100 Dollars (\$10.00) received to its full satisfaction of **SPEEDWAY SUPERAMERICA LLC**, a Delaware limited liability company, Grantee, whose TAX MAILING ADDRESS is c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, conveys and specially warrants to said Grantee the following described real estate in the County of Lake, and State of Indiana, to-wit:

SEE EXHIBIT A ATTACHED HERETO

PRIOR INSTRUMENT REFERENCE:
 PARCEL ID NUMBER: Key No. 9-88-23

This conveyance is made subject to all legal highways; zoning and building laws, ordinances and regulations, and violations of any of the foregoing; such a state of facts as an accurate survey might show; and to all restrictions, easements, rights-of-way, exceptions, reservations and conditions which are recorded or contained in prior instruments of record in the chain of title to the property conveyed hereby.

GRANTOR, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEE, all of GRANTOR's rights, title and interest, if any, in and to all roadways, streets, alleys, easements and rights-of-way adjacent to or abutting on the property above described.

GRANTOR covenants and warrants with GRANTEE that GRANTOR, its successors and assigns, shall warrant and defend the property unto the GRANTEE, its successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or under GRANTOR, but no other.

IN WITNESS WHEREOF, said company sets its hand this 15th day of Nov, 2001.

MOUNTAIN VENTURES BUCKEYE, LLC

By: [Signature] NOV 27 2001
 Name: David C. Montgomery
 Title: Manager

PETER RE. QUINN

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STATE OF PENNSYLVANIA)
) SS.
COUNTY OF PHILADELPHIA)

Before me, a Notary Public in and for said State of Pennsylvania, personally appeared the above named Mountain Ventures Buckeye, LLC, a Delaware limited liability company, by David C. Montgomery, its Manager, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of him personally and as such officer.

16th In Testimony Whereof, I have hereunto set my hand and official seal at Philadelphia, Pennsylvania, this day of Nov, 2001.

Margaret M. Woodward
Notary Public
Residing in Phila County, Pennsylvania

My Commission Expires:

NOTARIAL SEAL Margaret M. Woodward, Notary Public City of Philadelphia, Phila. County My Commission Expires Dec. 15, 2003
--

This Instrument Prepared by:
F. S. Young, Attorney
539 South Main Street
Findlay, Ohio 45840

AFTER RECORDING MAIL TO:

Real Estate Department
Room 1604
539 South Main Street
Findlay, OH 45840

**GRANTOR STATES THAT THERE IS NO INDIANA ADJUSTED GROSS
INCOME TAX DUE AS A RESULT OF THIS TRANSACTION.**

EXHIBIT A

**Crown Point, Indiana
1136 N. Main St.
Lake County**

Parcel 1: Part of Outlot 8 in Smith's Addition of Outlots of the Town (now City) of Crown Point, as per plat thereof, recorded in Miscellaneous Record "A" page 290 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the North line of the Northern Indiana Public Service Company right of way, as established in Deed Record 978, page 428 and Miscellaneous Record 619, page 542, and the East right-of-way line of Indiana Highway #55; thence North 81 degrees 27 minutes East along said right of way a distance of 125 feet; thence North and parallel to the East right-of-way line of Indiana Highway #55 a distance of 131.27 feet; thence West with an interior angle of 90 degrees a distance of 123.59 feet to a point on the East right-of-way line of Indiana Highway #55 which is 150.0 feet North of the point of beginning; thence South along said East right-of-way line a distance of 150.0 feet to the point of beginning.

Parcel 2: Part of Out Lot 8, Smith's Addition of Outlots to the Town (now City) of Crown Point, as shown in Miscellaneous Record "A", Page 290, in Lake County, Indiana, described as follows:

A parcel of land in the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Northeast Quarter of said Section 5; thence North 0 degrees 04 minutes East, 1,068.10 feet along the West line of said Northeast Quarter; thence South 89 degrees 56 minutes East 136.09 feet to the place of beginning; thence continuing South 89 degrees 56 minutes East 12.0 feet; thence South 131.07 feet, more or less, to the North line of the Northern Indiana Public Service Company easement, as established in Deed Record 798, page 428, and Miscellaneous Record 619, page 542; thence South 81 degrees 27 minutes 00 seconds West along said North line, to a point 131.27 feet South 00 degrees 04 minutes West of the point of beginning; thence North 00 degrees 04 minutes East 131.27 feet to the point of beginning.

EXHIBIT B

MAP DEPICTING THE LOCATION OF THE CHEMICALS OF CONCERN

TABLE 1

**LIST OF CHEMICALS OF CONCERN AND CONCENTRATION LEVELS/DETECTED
PARAMETERS**

Speedway LLC Speedway LLC #6677 1136 North Main Street Crown Point, Indiana Table 1. Analytical Results				
July 1, 2014				
Sample ID (depth interval sampled)	CONTAMINANTS OF CONCERN (COC) all units in parts per billion (ppb)			
	Sample Date	Matrix	Benzene	Toluene
RCG 2014 SL ¹		Water	5	1,000
MW-6	07/01/2014	Water	14.2	NA
MW-17	07/01/2014	Water	364	1,440
Note: Only groundwater samples with COCs exceeding IDEM RCG 2014 SLs are included on this table. No historical soil samples exhibited COCs exceeding IDEM RCG 2014 SLs. 1 = IDEM Remediation Program Guide 2014 Screening Level NA = Not applicable because the concentration did not exceed the IDEM RCG 2014 SL				