



Ford Leasing Development Company, LLC

330 Town Center Drive, Suite 1100
Dearborn, Michigan 48126

April 20, 2015

66-20
Indiana Department of Environmental Management
Remediation Services Branch
Leaking Underground Storage Tank Section
IGCN 1101
100 North Senate Avenue
Indianapolis, Indiana 46204-2251

Attention: Ms. Kristy McIntire

Subject: Environmental Restrictive Covenant - Recorded
Former Sharp Ford
3931 South East Street
Indianapolis, Marion County, Indiana
FID# 3054 and 9673
LUST# 200802017

Dear Ms. McIntire:

In accordance with your request I have enclosed one copy of the Environmental Restrictive Covenant (ERC) which was recorded in the Office of the Recorder of Marion County on April 17, 2015. Ford Leasing Development Company LLC respectfully requests that IDEM issue a letter granting NFA status for subject property.

If you have any questions or concerns regarding this correspondence, please contact me at your earliest convenience.

Sincerely,

Tom Baldwin
Environmental Engineer
Ford Land
(313) 621-6843
tbaldwin@ford.com

Tab

Enclosure: ERC

Copy: J. Lynch, LeaseCo (w/o enclosure)

A201500034825

04/17/2015 7:14 AM

KATHERINE SWEENEY BELL

MARION COUNTY IN RECORDER

FEE: \$ 31.50

PAGES: 7

By: ER

Cross Ref: 201100109821

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 24th day of March, 2015, by Oketrees, L.L.C., an Indiana limited liability company, P.O. Box 49, Anderson, IN 46015 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Marion, Indiana, which is located at 3931 South East Street, Indianapolis, IN 46277 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, 2011, and recorded on December 1, 2011, as Deed Record 201100109821, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 6.465 acres and has also been identified by the county as parcel identification numbers 49-11-25-106-001.000-570 and 49-11-25-106-007.000-570.

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 Sharp Ford Inc. dealership. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 2008-02-017, and the relevant facility identification numbers are 3054 and 9673.

WHEREAS: Certain contaminants of concern ("COCs") remain in the 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 and the environment. These COCs are Naphthalene, 1,3,5-Trimethylbenzene, and 1,2,4-Trimethylbenzene.

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/).

Accommodation

NOW THEREFORE, Oketrees, 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 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.

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 _____ 2015, RECORDED IN THE OFFICE OF THE RECORDER OF _____ COUNTY ON _____, 2015, INSTRUMENT NUMBER (or other identifying reference) A201500034825 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 Marion 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:
Oketrees, L.L.C.
P.O. Box 49
Anderson, IN 46015
Attn: Robert Burt

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, Oketrees L.L.C., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 24th day of March, 2015.

By: _____

Print: Robert E. Okeley

Title: Member

STATE OF INDIANA)

COUNTY OF DELAWARE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Okeley, a member of the Owner, Oketrees, LLC who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 24th day of March, 2015.



Marie A. Dishman, Notary Public

Residing in Delaware County, Indiana

My Commission Expires: 2-2-2019

This instrument prepared by:

Thomas A. Baldwin

Ford Land

330 Town Center Drive, Suite 1100

Dearborn, MI 48126

When Recorded Return To:
NATIONAL COMMERCIAL SERVICES
1050 Wilshire Drive, Suite 310
Troy, MI 48084
File No. N-109269(Misc)

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 A. Baldwin

Ford Land

330 Town Center Drive, Suite 1100

Dearborn, MI 48126

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A part of the Southwest Quarter of the Southeast Quarter of Section 25, Township 15 North, Range 3 East, located in Perry Township, Marion County, Indiana, being bounded as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 25, Township 15 North, Range 3 East (P.K. Nail found); thence North 00 degrees 33 minutes 00 seconds West (assumed bearing) 568.30 feet along the West line of the Southwest Quarter of said Southeast Quarter to the Southwest corner of a tract of land described and recorded in Instrument #65-3352; thence North 88 degrees 54 minutes 41 seconds East 46.87 feet along the South line of said tract of land to the East right-of-way line of South East Street (U.S. Highway #31), said point being 50 feet East of the centerline of said point also being the point of beginning of this description; thence continuing North 88 degrees 54 minutes 41 seconds East 474.92 feet along the South line of said Tract of land described and recorded in Instrument #65-3352 and along the South line of a tract of land described and recorded in Instrument #65-19568 to its Southeast corner thence North 00 degrees 33 minutes 00 seconds 100.00 feet parallel with the West line of the Southwest Quarter of said Southeast Quarter and along the East line of said Instrument #65-19568 to its Northeast corner; thence North 88 degrees 54 minutes 41 seconds East 130.60 feet along the North line of a tract of land described and recorded in Instrument #66-38501 to its Northeast corner, said corner being on the West line of a tract of land described and recorded in Instrument #71-42483; thence South 00 degrees 33 minutes 00 seconds East 606.80 feet parallel with the West line of the Southwest Quarter of said Southeast Quarter and along the West line of said tract of land described and recorded in Instrument #71-42483 to the North right-of-way line of Hanna Avenue as per Instrument #68-65639; thence South 82 degrees 39 minutes 55 seconds West 25.17 feet along the North right-of-way line as per Instrument #68-65639 to the East line of a tract of land described and recorded in Instrument: #71-67752, the next 3 courses are along the bounds of said Instrument #71-67752; thence 1.) North 00 degrees 33 minutes 00 seconds West 200.08 feet parallel with the West line of the Southwest Quarter of said Southeast Quarter; thence 2.) South 88 degrees 46 minutes 47 seconds West 236.20 feet parallel with the South Line of said Southeast Quarter; thence 3.) South 00 degrees 33 minutes 00 seconds East 218.40 feet parallel with the West line of the Southwest Quarter of said Southeast Quarter to the North right-of-way line of said Hanna Avenue as per Instrument #68-65639; thence South 87 degrees 32 minutes 56 seconds West 93.00 feet along the North right-of-way line of said Hanna Avenue;

thence South 88 degrees 46 minutes 47 seconds West 226.68 feet along the North right-of-way line of said Hanna Avenue to the Northeasterly right-of-way line of South East Street (U.S. Highway #31); thence North 39 degrees 04 minutes 21 seconds West 43.09 feet along said right-of-way line to the East right-of-way line of said South East Street (U.S. Highway #31), said point being 50 feet East of the centerline of said South East Street (U.S. Highway #31); thence North 00 degrees 18 minutes 09 seconds West 497.19 feet along the East right-of-way line of said South East Street (U.S. Highway #31) to the Point of Beginning.

