



September 15, 2015

Mr. William Holland
Indiana Department of Environmental Management
Office of Land Quality
Voluntary Remediation Program
100 North Senate Ave.
Indianapolis, IN 46204

**Re: Environmental Restrictive Covenant
Econo Laundry and Dry Cleaners
Dearborn County
Lawrenceburg, Indiana
VRP # 6030802
Project No. 366**

Dear Mr. Holland:

Environmental Forensic Investigations Inc. (Enviroforensics) hereby submits two (2) hardcopies and one (1) electronic CD copy of the *Environmental Restrictive Covenant* (ERC) on behalf of the Econo Laundry and Dry Cleaners facility formerly located at 1225 W Eads Parkway in Lawrenceburg, Indiana. Should you have any questions or require additional information, please contact me.

Sincerely,

Environmental Forensic Investigations, Inc.

A handwritten signature in black ink, appearing to read "Greg Zumbaugh".

Greg R. Zumbaugh, P.E., CHMM
Vice President, Director of Personnel and Quality Assurance

Enclosure

CC: Mr. Leonard Maddox (1 hardcopy)
215 Probasco St
Lawrenceburg, IN 47025

John Moriarty, Esq.
Plews Shadley Racher & Braun
1346 N Delaware St
Indianapolis, IN 46202

Environmental Forensic Investigations, Inc.
602 North Capitol Avenue, Suite 210
Indianapolis, IN 46204
Phone: 317-972-7870 • Fax: 317-972-7875

2015004905 MISC \$34.00
08/21/2015 01:28:52P 12 PGS
Glenn D. Wright
Dearborn County Recorder IN
Recorded as Presented



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 10th day of AUG., 2015, by Douglas C. Holland, 202 W. High Street, Lawrenceburg, Indiana.

WHEREAS: Owner is the fee owner of certain real estate in the County of Dearborn, Indiana, which is located at 1228 W. Eads Parkway and more particularly described in the attached Exhibit "A" ("Legal Description of Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on March 3, 2011, and recorded on March 8, 2011, as Deed Record 2011 002166 DW, in the Office of the Recorder of Dearborn County, Indiana.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of hazardous substances relating to the former Econo Laundry and Dry Cleaning facility located at 1228 W. Eads Parkway. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 2002-09-005, and the relevant facility identification number is VRP#6030802.

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 and the environment. These COCs are Tetrachloroethylene ("PCE") and its natural degradation compounds Trichloroethylene ("TCE"), cis-1,2-Dichloroethylene ("cis-1,2-DCE"), trans-1,2-Dichloroethylene ("trans-1,2-DCE"), and Vinyl Chloride ("VC").

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, Douglas C. Holland 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 allow the use or extraction of groundwater at the Real Estate for any purpose, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities without the consent of IDEM.
- (b) Shall not construct or allow occupancy of a new dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the new dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.

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 conveyance of any interest in or right to occupancy of the Real Estate by any person shall affect the restrictions set forth herein.
- 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 (excluding 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 Aug 10 2015 RECORDED IN THE OFFICE OF THE RECORDER OF DeKalb COUNTY ON _____, 2015 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 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, (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. If any owner of the Real Estate, or Related Party, 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.

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 with the Office of the Recorder of Dearborn County and within thirty (30) days after recording, provide a true copy of the recorded document.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance of any term of this Covenant shall be 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 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 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:
Mr. Douglas C. Holland
202 W. High Street
Lawrenceburg, IN 47025

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Voluntary Remediation 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 is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

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

IN WITNESS WHEREOF, Douglas C. Holland, the said Owner of the Real Estate described above, has caused this Environmental Restrictive Covenant to be executed on this 10th day of August, 2015.


Douglas C. Holland

STATE OF Indiana)
) SS:
COUNTY OF Dearborn)

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

Witness my hand and Notarial Seal this 10 day of August, 2015.

Sandra Kay Rager

Sandra Kay Rager, Notary Public

Residing in Ohio County, IN



This instrument prepared by:

Colin E. Connor, Esq.
Plews Shadley Racher & Braun LLP
1346 North Delaware Street
Indianapolis, IN 46202

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:

[Signature]

Colin E. Connor

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

4

DULY ENTERED FOR TAXATION

THIS 4th DAY OF JUNE, 2011
Gayle H. Pennington
 AUDITOR DEARBORN COUNTY

2011004891 DW \$18.00
 06/07/2011 03:58:30P 2 PGS
 Glenn D. Wright
 Dearborn County Recorder IN
 Recorded as Presented

Warranty Deed

This Indenture Witnesseth, that **WAYNE HOUSE**
 of **DEARBORN** County, in the State of **INDIANA**, Grantors, Convey and Warrant
 to **DOUGLAS C. HOLLAND** County, in the State of **INDIANA**, Grantee, for and in consideration
 of one dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described
 Real Estate in **DEARBORN** County, in the State of Indiana, to wit:

LEGAL DESCRIPTION - 1228 West Ends Parkway, Lawrenceburg, IN 47025

City of Lawrenceburg: A part of the Southwest Quarter of Section 21, Township 5 North, range 1 West of the first Principal Meridian located in the City of Lawrenceburg, Dearborn County, Indiana described as follows: Commencing at a stone marking the southwest corner of a 19.82 acre bottom land tract of the David Rees Partition (Plat Book 4, page 73); thence N 00°07'00"W with the West line of the partition lot, also being the Aurora-Lawrenceburg City limits line, 655.85 feet to a P.K. nail; thence with the centerline of U.S. Highway #50 as it existed in 1970 the following two cords: 1.) N 55°37'00"E, 299.92 feet; and 2.) N 53°17'40"E, 36.83 feet; thence S 32°23'50"E, 59.50 feet to a railroad spike in the southerly right-of-way line, the point of beginning; thence S 35°06'35"E, 295.95 feet to an iron pipe; thence S 60°43'25"W, 14.03 feet; thence N 32°23'50"W with Mattox lot (Deed Record 198, Page 69) a distance of 294.86 feet to the point of beginning. This tract contains 2064 square feet (0.047 of an acre) and it does not have frontage on a public road.

ALSO: City of Lawrenceburg: Part of Section 21, Township 5 North, Range 1 West, and being part of Lot No. 4, of the bottom lands, as shown on the plat of the subdivision of the David Rees Estate, recorded in Plat Book No. 4, at page 73 of the Dearborn County, Indiana records, bounded as follows: commencing at a large boulder standing at the Southwest corner of said lot and at a point presumed to be, first, West 52.44 chains, and then North, 10.57 chains, from the southeast corner of the section, and running with the west line of the lot and with the Randall lands, N 0°07'W., 655.85 feet to a P.K. nail in the center of U.S. Highway No. 50; thence along the center of the highway on a 1°30' curve to the left, northeasterly 300.00 feet to the Northeast corner of the Woodford Elam Construction Co. 2.261 acre lot (See D.R. 138, page 301), the true point of beginning; thence continuing along the center of the highway on a said 1°30' curve to the left, 36.48 feet to a pin; thence S.32°23'48"E, 353.42 feet to a pin, this passing 11.00 feet westerly from the Northwest corner of a brick building; thence S 60°43'25"W, 250.18 feet to a pin at the corner of the Woodford Elam Construction Co. lot, aforesaid; thence N 0°10'W., 400.00 feet along the line of said lot to the true point of beginning. Containing 1.152 acres, more or less, of which 0.078 thousandths of an acre are within the right-of-way of the highway.

Subject to any and all easements and rights of record, Grantee agrees to pay the taxes and assessments against the real estate, due and payable in _____, and thereafter:

In Witness Whereof, The said Grantors have set their hands 31st day of May, 2011

Wayne House

WAYNE HOUSE

STATE OF INDIANA, DEARBORN COUNTY, IN:

Before me, the undersigned, a Notary Public, in and for said County and State, this 31st day of May, 2011

personally appeared the within named **WAYNE HOUSE**

Grantors in the above conveyance

and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

My Commission expires 4/21, 2016

Sandra Kay Rager Notary Public
 Resides in *Sandra Kay Rager* County, Indiana

Tax Address: 202 W. High Street, Lawrenceburg, IN 47025

STATE OF INDIANA, _____ COUNTY, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day
of _____, A.D., 20____, personally appeared the within named _____

_____, Grantor _____ in the above conveyance, and acknowledged
the execution of the same to be _____ voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal.

My commission expires _____ Notary Public

ALSO: An easement for ingress and egress over and upon a strip of land twenty (20) feet in width, abutting the
easterly line of the hereinabove described tract, the northerly line of which is the southerly right-of-way line of
U.S. Highway No. 50 and runs easterly 86.88 feet along said right-of-way line.

Conveyed by Warranty Deed from Mattox to House dated September 8, 2006, recorded in Deed Record Book
167, Page 6 and Document No. 2011002166.

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


DOUGLAS C. HOLLAND, ATTORNEY

Warranty Deed Agreement

The Sellers agree that the terms of the issuance of this Warranty Deed are that the Sellers are transferring all the
Estate, Title and Interest of the Sellers, either in Law or in Equity, Together with all the privileges and appurtenances
to the same, and the Sellers for themselves and for their heirs, executors and administrators, do hereby Covenant
with the Buyers their heirs and assigns, that they are the true and lawful owners of the said premises, and have full
power to convey the same; that the title, so conveyed is Clear, Free and Unencumbered; and further, that they do
Warrant and will Defend the same against all claims, except the covenants and agreements contained herein and all
other restrictions, conditions, limitations, reservations, highway easements of record and to zoning restrictions which
have been imposed thereon.

Warranty Deed

FROM

TO

Received for the record this _____

day of _____ 20____ at _____ o'clock _____ M and

Recorded in Book No. _____ page _____

Recorder _____ County _____

Duly entered for taxation this _____

day of _____ 20____

Auditor's Fee \$ _____

Auditor _____ County _____

LAW OFFICES

DOUGLAS C. HOLLAND

202 West High Street
Lawrenceburg, Indiana 47025
Telephone 812-537-5545

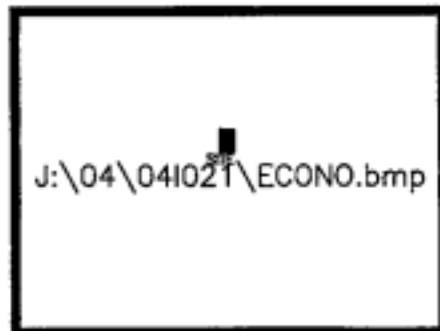
PLAT OF SURVEY

SEC.21, T5N, R1W

CITY OF LAWRENCEBURG

INDIANA

AUGUST 2004



VICINITY MAP
NOT TO SCALE

DESCRIPTION

BEING PART OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE FIRST PRINCIPAL MERIDIAN AND BEING PART OF LOT NO. 4 OF THE BOTTOM LANDS, AS SHOWN ON THE PLAT OF THE SUBDIVISION OF THE DAVID REES ESTATE, RECORDED IN PLAT BOOK NO. 4, AT PAGE 73 AND LOCATED IN THE CITY OF LAWRENCEBURG, DEARBORN COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 21, 3,416.04 FEET (DEED); THENCE ALONG THE CORPORATION LINE DIVIDING THE CITY OF AURORA AND THE CITY OF LAWRENCEBURG NORTH 00°07'00" WEST, 897.82 FEET (DEED) TO THE SOUTHWEST CORNER OF LOT 4 OF THE DAVID REES ESTATE (P.L. 4, PG. 73); THENCE CONTINUING NORTH 00°07'00" WEST, 254.57 FEET (DEED) TO A FOUND IRON PIN (DISTRICT 9); THENCE LEAVING SAID CORPORATION LINE NORTH 55°33'00" EAST, 303.15 FEET TO A FOUND IRON PIN (DISTRICT 9), PASSING A FOUND IRON PIN AT 154.96 FEET TO THE TRUE POINT OF BEGINNING.

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 00°10'00" WEST, 396.53 FEET TO THE CENTERLINE OF U.S. 50;
THENCE WITH SAID CENTERLINE NORTH 53°17'40" EAST, 36.83 FEET;
THENCE LEAVING SAID CENTERLINE SOUTH 32°23'50" EAST, 58.50 FEET TO A FOUND IRON PIN;
THENCE SOUTH 35°06'35" EAST, 293.95 FEET TO A FOUND IRON PIPE;
THENCE SOUTH 60°43'25" WEST, 284.21 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.1992 ACRES OR 52,236 +/- SQUARE FEET OF LAND SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAY OF RECORD.

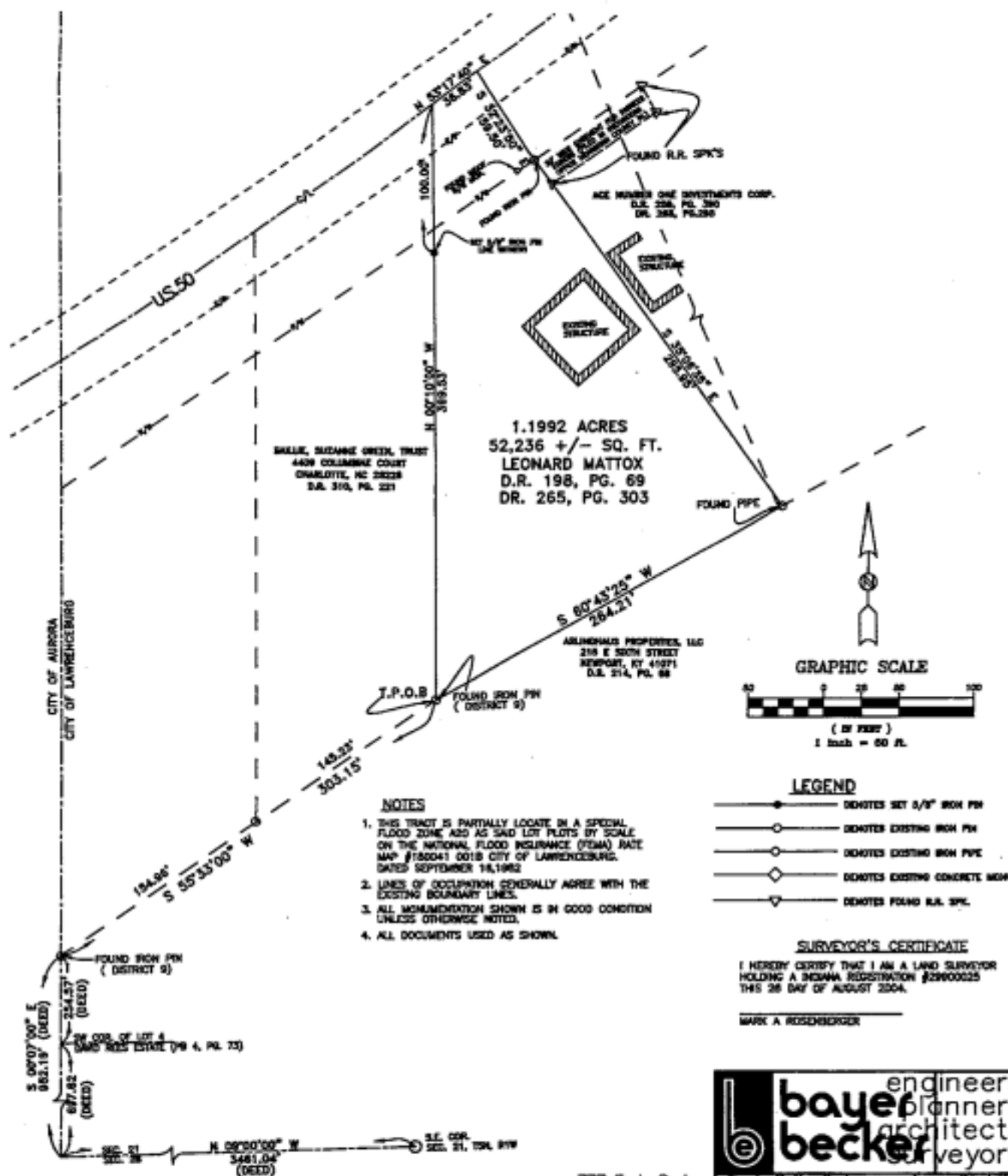
1.1992 ACRE LOT CLOSURE			
Lot Area (Square Feet):	52236.3519		
Lot Area (Acres):	1.1992		
Lot Perimeter:	1056.02		

Course Data:	Northing	East	Direction	Distance
Point				
Begin	1395671.5537	546378.2572	N00°10'00"E	396.53
	1395671.5120	546377.5594	N53°17'40"E	36.83
	1395693.3533	546407.2142	S32°23'50"E	58.50
	1395642.2296	546438.8007	S34°46'35"E	293.95
	1395799.8406	546607.6032	S61°03'25"W	284.20
End	1395671.5539	546378.4015		
Closing Direction:	S87°11'48"W			
Closing Distance:	0.0043			
Error of Closure:	1 : 247421			
Departure in Y (Northing):	-0.0052			
Departure in X (East):	-0.0043			

SURVEYOR'S REPORT

TO: LEONARD MATTOX

THE ATTACHED SURVEY WAS PREPARED AUGUST 25, 2004 FROM A FIELD SURVEY PERFORMED UNDER MY DIRECTION WITHIN THE LAST THIRTY DAYS. A ONE-SECOND NAD83 DTM 521 TOTAL STATION WAS USED IN CONJUNCTION WITH FIELD SURVEY TECHNIQUES, PRODUCED A CLASS "C" SURVEY, INDIANA SOCIETY OF PROFESSIONAL SURVEYORS DECEMBER 1ST, 2000 STANDARDS.
A BASIS OF NORTH WAS ESTABLISHED FROM A SURVEY OF SUBJECT TRACT BY ROGER WOODFILL IN NOVEMBER 15, 1995.
AS RECORDED IN THE RECORDERS OFFICE, DEARBORN COUNTY, INDIANA ALL DISTANCES ARE SHOWN IN FEET. ALL MONUMENTS WERE IN IN GOOD SHAPE UNLESS OTHERWISE NOTED ON THIS PLAT.
THE THEORETICAL UNCERTAINTY (DUE TO RANDOM ERRORS IN MEASUREMENTS) OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED THIS SURVEY IS WITHIN THE SPECIFICATIONS OF A CLASS "C" SURVEY (0.50 FEET) AS DEFINED IN IAC 885 1-2-7.



bayer becker engineers
planners
architects
surveyors

777 Eads Parkway East, Suite C, Lawrenceburg, IN 47025

EXHIBIT B
SOIL SAMPLE RESULTS MAP

