



Speedway LLC

P. O. Box 1500
Springfield, OH 45501
Telephone 937-863-6678
Fax 937-863-6078
E-mail: sjkramer@speedway.com

May 12, 2016

Indiana Department of Environmental Management
Office of Land Quality-ELTF Section
100 North Senate Avenue, Room 1101
Indianapolis, Indiana 46204-2241
Attn: Mr. Loic Manict

Re: **Recorded Environmental Restrictive Covenant and
No Further Action Request**
Speedway Store 5149
930 South Washington Street
Kokomo, Indiana, 46901
Facility ID 634
IDEM Incident 199003518
American Environmental Project 351194

Dear Mr. Manict:

Speedway LLC is submitting two hard copies and one CD of the enclosed recorded Environmental Restrictive Covenant and No Further Action (NFA) Request for the facility referenced above.

If you have any questions or need further information, please do not hesitate to contact me at (937) 863-6678.

Sincerely,
SPEEDWAY LLC

A handwritten signature in black ink, appearing to read 'Samuel J. Kramer'.

Samuel J. Kramer
Environmental Representative



May 12, 2016

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Attn: Mr. Loic Maniet

**Re: Recorded Environmental Restrictive Covenant and
No Further Action Request
Speedway Store 5149
930 South Washington Street
Kokomo, Indiana, 46901
Facility ID 634
IDEM Incident 199003518
American Environmental Project 351194**

Dear Mr. Maniet:

American Environmental Corporation on behalf of Speedway LLC is pleased to provide you with a copy of the Environmental Restrictive Covenant (ERC) recorded with the Howard County Recorder's Office on May 5, 2016. A copy of the recorded ERC is provided as an attachment. A No Further Action (NFA) status is respectfully requested for Speedway 5149.

We trust this submittal meets your requirements. If you have any questions regarding this transmittal, please contact us at (317) 871-4090.

Sincerely,
AMERICAN ENVIRONMENTAL CORPORATION

Scott Farrell
Project Manager

Audrey Smith Kortz, L.P.G., C.H.M.M.
Vice President, Technical Services

Corporate Office
8500 Georgetown Road
Indianapolis, IN 46268
317-871-4090
317-871-4094 Fax

Regional Office
9127 Galene Dr., Suite D
Louisville, KY 40299
502-491-0144
502-491-9271 Fax

Regional Office
3700 W. Grand Ave, Suite A
Springfield, IL 62711
217-585-9517
217-585-9518 Fax

Regional Office
4305 Muhlhauser Rd, Suite 3
Cincinnati, OH 45014
513-874-7740
513-874-7756 Fax

Recorded BRC



* 1 6 3 4 0 0 8 9 5 3 8 *

1634008953

BROOK F. CLEVER

HOWARD COUNTY IN RECORDER

RECORDED AS PRESENTED

05/05/2016 12:13:14PM PRC:R

REC FEE: \$25.00 TRANS: 147903

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 21st day of April, 2016, by Speedway LLC, 500 Speedway Drive, Encin, 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 Howard, Indiana, which is located at 930 South Washington Street, Kokomo, Indiana 46901 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 1, 1988, and recorded on September 26, 1988, as Deed Record 009578 to the Office of the Recorder of Howard County, Indiana. The Real Estate consists of approximately 0.48 acres and has been identified by the county as parcel identification number 34-03-36-456-016.000-002.

A Corrective Action Plan (CAF) proposing dual phase extraction (DPE) as the remedial technology was submitted to the Indiana Department of Environmental Management ("Department" or "IDEM") on August 13, 2007. The CAF was approved by IDEM on October 31, 2007.

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 5149. The incident number assigned by IDEM for the active release is 199003518, and the relevant facility identification number is 634.

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. The remaining 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, Speedway LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

REVIEWED

MAY 05 2016

BY: *Martha J. Rale*
AUDITOR HOWARD CO. IN

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) Any removal, excavation or disturbance of soil from the Real Estate must be conducted in accordance with all applicable requirements of RCRA/OSHA, and soil that is removed, excavated or disturbed from the Real Estate must be 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 April 21, 2016, RECORDED IN THE OFFICE OF THE RECORDER OF HOWARD COUNTY ON MAY 5, 2016, INSTRUMENT NUMBER (or other identifying reference) 1834008953, 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 Howard 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, risk-based 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: 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 of 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 21st day of April, 2016.

John Helms
Corporate Manager, Environmental
Speedway LLC



STATE OF OHIO)

) SS:

COUNTY CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Helms, the Corp. 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 21st day of April, 2016



MEGHAN R. WILSON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
September 25, 2017
Recorded in
Clark County

_____, Notary Public

Residing in Clark County, OHIO

My Commission Expires 25 Sept 2017

This instrument prepared by:
Samuel J. Kramer, Environmental Representative
Speedway LLC
500 Speedway Drive
Eaton, 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:

Samuel J. Kramer
500 Speedway Drive
Eaton, Ohio 45323

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

1-30-42A, 1/6, 197

08-11-70 (15)

RECEIVED FOR RECORD

AT O'LOOK

SEP 26 1968

NO. 52, 1968-85

31-001

T&O: 5-18-197
MBC Unit No: 1731
EMC Unit No: 5145
Location: Kokomo, Indiana
5. Washington Street S. Markland Avenue

SPECIAL WARRANTY DEED

008878

MARATHON PETROLEUM COMPANY, formerly known as Marathon Oil Company and The Ohio Oil Company, an Ohio corporation, whose address is 539 South Main Street, Findlay, Ohio 45840. Grantor, for the consideration of Forty-one Thousand Two Hundred Twenty and 00/100 Dollars (\$41,220.00) received to his full satisfaction of EMC MARKETING COMPANY, a Delaware corporation. Grantee, whose TAX MAILING ADDRESS will be c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, conveys and warrants to said Grantee the following described real estate in the City of Kokomo, County of Howard, and State of Indiana, to-wit:

Lot Numbers Forty-five (45), Forty-six (46) and Forty-seven (47) in Mansfield Addition to the City of Kokomo, Howard County, Indiana, excepting therefrom the following described portion conveyed to the City of Kokomo for street right of way purposes per deed filed in Record No. 249, page 2140, Howard County Recorder's Office:

A part of Lot 45 in Mansfield Addition to the City of Kokomo, Howard County, Indiana, the plat of which is recorded in Plat book 2, Page 11 in the Office of the Recorder of Howard County, Indiana, described as follows: Beginning at the southwest corner of said Lot 45 at the intersection of the north boundary of Markland Avenue with the east boundary of Washington Street; thence North 09° 33' 00" West 15.00 feet along the west line of said Lot 45; thence South 29° 56' 26" East 14.78 feet; thence South 76° 05' 29" East 3.00 feet to the south line of said Lot 45; thence South 80° 58' 10" West 15.00 feet along said south line to the point of beginning, containing 78 square feet (0.002 acres), more or less.

NOT RECORDED FOR TAXATION
EVA W. LADOW
Recorder, Howard County, Indiana
Date 9-26-68

PRIOR INSTRUMENT REFERENCE: Record No. 173, Pg. 236; Record No. 225, Pg. 1044; and Record No. 225, Pg. 2190

This conveyance is made subject to taxes for the year 1968 and all subsequent years; 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 unrecorded 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.

ATTEST:

0010000

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 corporation sets its hand this 11th day of September, 1938.

Signed and acknowledged in the presence of:

Marathon Petroleum Company



James L. Smith

By: R. E. White
Name: R. E. White
Title: Vice President

Marion K. Schoenewald

Attest: J. R. Matheke
Name: J. R. Matheke
Title: Assistant Secretary

STATE OF OHIO)
) SS.
COUNTY OF HANCOCK)

FOR ME, a Notary Public in and for said State of Ohio personally appeared the above named Marathon Petroleum Company, an Ohio corporation, by R. E. White, its Vice President, and by J. R. Matheke, its Assistant Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 11th day of September, 1938.

Marion K. Schoenewald
Notary Public

My Commission Expires:

March 11, 1943

MARION K. SCHOENEWALD
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires March 11, 1943

This instrument prepared by:
R. Dalmaso, Attorney
529 South Main Street
Findlay, Ohio 43840

AFTER RECORDING
MAIL TO:

TICOR TITLE INSURANCE CO.
175 South Third Street
Suite 270
Columbus, Ohio 43215
(Order No. 138-241-40-36)

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

1909E