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September 15, 2017

Attn: Syed A. Jaffery, Project Manager
Indiana Department of Environmental Management
Office of Land Quality
State Cleanup Section
100 North Senate Avenue
MC 66-30 IGCN
Indianapolis, IN 46204-2251

VIA USPS CERTIFIED MAIL
#7016 2070 0000 3185 8734

RE: ENVIRONMENTAL RESTRICTIVE COVENANT
Former Preston Trucking Terminal
1300 S. Walnut Street, South Bend, IN
State Cleanup # 199812588
BPE Project R&L-177-01

Dear Mr. Jaffery:

BP Environmental, Inc. (BPE) on behalf of our client, RAMAR Land Corporation, respectfully submits the executed Environmental Restrictive Covenant (ERC), which has been recorded in St. Joseph's County, IN.

As always, thank you for your assistance with obtaining closure for this site.

Sincerely,
BP Environmental, Inc.

A handwritten signature in blue ink that reads "Lou Ann Parson". The signature is fluid and cursive.

Lou Ann Parson
President

Enclosures: 2 paper copies & 1 CD of recorded ERC

cc: Dan Brake, RAMAR Land Corporation
BPE File

10
1 XL page



8 0 5 3 1 6 8
Tx:4033364

1724614

RECORDED AS PRESENTED ON
09/11/2017 11:09 AM
MARY BETH WISNIEWSKI
ST. JOSEPH COUNTY
RECORDER
PGS: 10 FEES: 30.00

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this twenty-fifth day of July, 2017, by Ramar Land Corporation; 600 Gillam Road, Wilmington, OH 45177.

WHEREAS: Owner is the fee owner of certain real estate in the County of St. Joseph, Indiana, which is located at 1300 S. Walnut Street, South Bend, Indiana 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 January 10, 2000, and recorded on January 19, 2000, as Deed Record 0003208, in the Office of the Recorder of St. Joseph County, Indiana. The Real Estate consists of two Parcels. Parcel I consists of approximately 10.2388 acres is identified by the county as parcel identification number[s] (PIN) 71-08-14-151-004.000-026. Parcel II comprises 7.68 acres and is identified by the county as PIN 71-08-14-002.000-026. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as **Exhibit B**.

WHEREAS: Ramar Land Corporation submitted investigation and closure reports to the Indiana Department of Environmental Management's State Cleanup Program to address releases of hazardous substances and/or petroleum ("contaminants of concern") associated with the closure of six (6) registered underground storage tanks (USTs), five (5) of which were closed-in-place inside the facility's maintenance garage. The Indiana Department of Environmental Management ("IDEM" or the "Department") assigned the project number 1998-12-588. A Site Closure Report was approved by the Department on October 3, 2013.

WHEREAS: IDEM approved the closure report, which allows certain contaminants of concern to remain in the soil, provided that certain land use restrictions are implemented. Property use can only be for industrial or commercial purposes and groundwater use is restricted. The remaining contaminants of concern are listed in **Exhibit C**, which is attached hereto and incorporated herein.

WHEREAS: The closure report is 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, Ramar Land Corporation subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

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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 not use the Real Estate for any agricultural use.
- (d) Shall maintain the integrity of the existing foundation and floor of the Maintenance Garage building, which is depicted on **Exhibit B** via GPS coordinates labeled Building Point (BLPT):
 - * BLPT-1: Longitude -86.270119242, Latitude 41.661048363
 - * BLPT-2: Longitude -86.270208815, Latitude 41.660915780
 - * BLPT-3: Longitude -86.270204615, Latitude 41.660826871
 - * BLPT-4: Longitude -86.270099139, Latitude 41.660757488
 - * BLPT-5: Longitude -86.269842290, Latitude 41.660768440
 - * BLPT-6: Longitude -86.268889509, Latitude 41.660888448
 - * BLPT-7: Longitude -86.268899809, Latitude 41.661097439
 - * BLPT-8: Longitude -86.269756399, Latitude 41.661157421

The existing foundation and floor of the Maintenance Garage building serves as an engineered barrier to prevent direct contact with the underlying soils and the closed-in-place USTs, must not be excavated, removed, disturbed, demolished, or allowed to fall into disrepair.

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 _____ 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; (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 St. Joseph 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, guidance, 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:

Ramar Land Corp
600 Gillam Road
Wilmington, OH 45177-0271

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, State Cleanup Section

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.

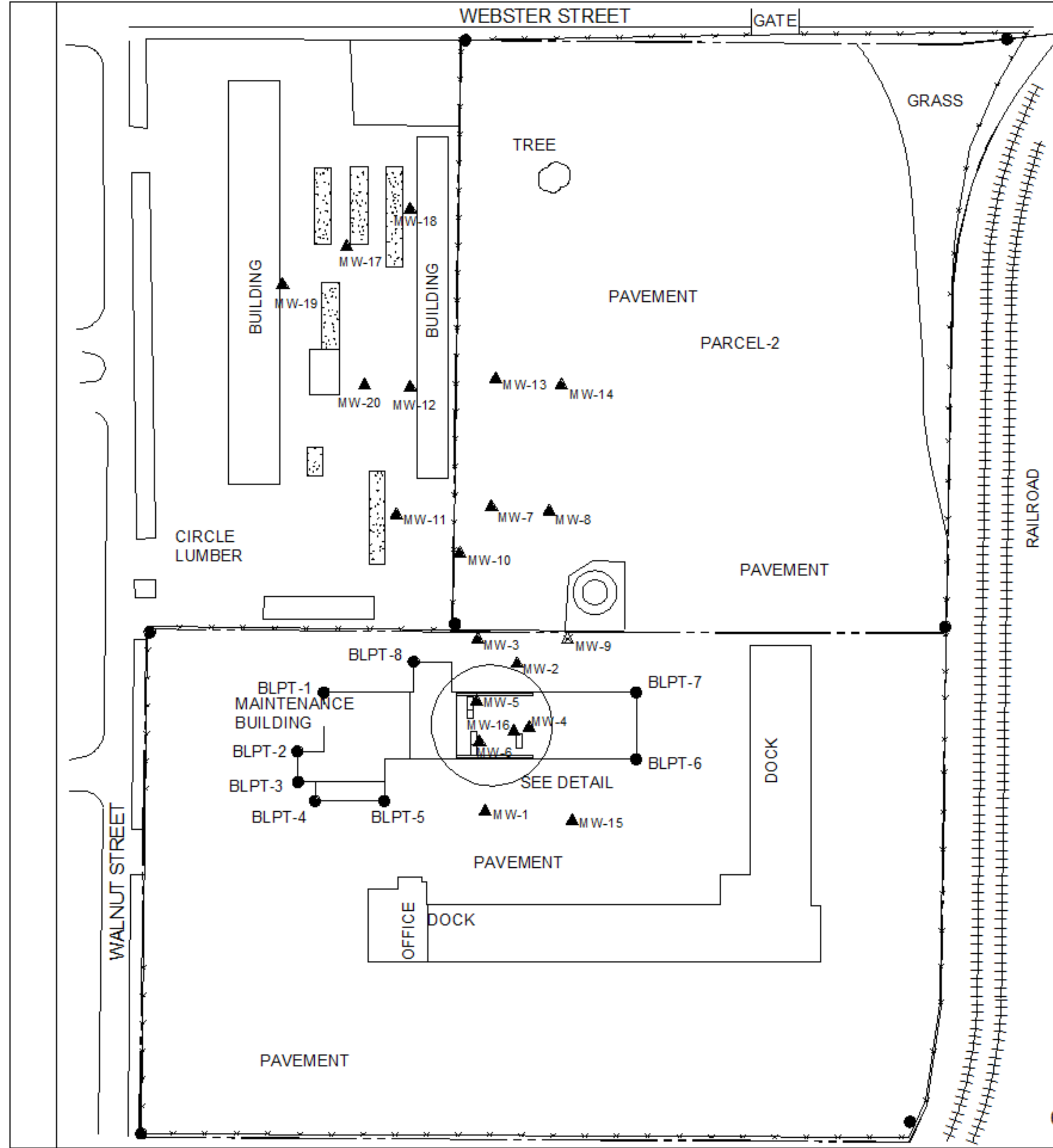
Owner hereby attests to the accuracy of the statements in this document and all attachments.

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Parcel I A tract of land containing 10.2288 acres in the Northwest Quarter (1/4) of Section 14, Township 37 North, Range 2 East more particularly described as follows: Beginning at a point on the East line of Walnut Street 1343.85 feet South of the North line of said Section 14; thence continuing South 533.9 feet along the East line of Walnut Street to a point 281.7 feet North of the North right of way line of the South Bend, St. Joseph and Southern Railroad; thence North $89^{\circ} 56'$ East 807.0 feet; thence North $24^{\circ} 05'$ East 43.8 feet; thence North $07^{\circ} 34'$ East 104.2 feet; thence North $00^{\circ} 04'$ East 389.4 feet; thence Westerly 838.5 feet to the place of beginning.

Parcel II Part of the Northwest Quarter (1/4) of Section 14, Township 37 North Range 2 East described as follows, to-wit: Beginning at a point 1343.85 feet South of the North line of Section 14, Township North, Range 2 East and 320 feet East of the East line of Walnut Street; thence East 518.50 feet which point is 20 feet West of the West gauge rail of an Industrial Railroad; thence North $00^{\circ} 04'$ East a distance of 323.10 feet; thence North $00^{\circ} 35'$ East 50 feet; thence North $05^{\circ} 31'$ East 50 feet; North $12^{\circ} 17'$ East 50 feet; thence North $19^{\circ} 06'$ East 50 feet; thence North $26^{\circ} 27'$ East 50 feet; thence North $32^{\circ} 47'$ East 50 feet; thence North $37^{\circ} 51'$ East a distance of 45.20 feet to the Northeast corner of the tract herein described; thence South $83^{\circ} 28''$ West a distance of 110 feet; thence South $89^{\circ} 45'$ West a distance of 519.17 feet to a point 320 feet East of the East line of Walnut Street; thence South parallel with and 320 feet East of the East line of Walnut Street a distance of 627.10 feet to the place of beginning.



- LEGEND**
- ▲ MONITORING WELL LOCATION
 - ▲ DESTROYED MONITORING WELL LOCATION
 - SURVEY POINT (SEE TABLE)
 - PROPERTY LINE
 - - - FENCE
 - ++++ RAILROAD TRACKS
 - BLPT BUILDING POINT
 - BOPT BOUNDARY POINT
 - UST CLOSED IN PLACE

POINT ID	LONGITUDE	LATITUDE
BLPT-1	-86.270119242	41.661048363
BLPT-2	-86.270208815	41.660915780
BLPT-3	-86.270204615	41.660826871
BLPT-4	-86.270099139	41.660757488
BLPT-5	-86.269842290	41.660768440
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BLPT-7	-86.268899809	41.661097439
BLPT-8	-86.269756399	41.661157421

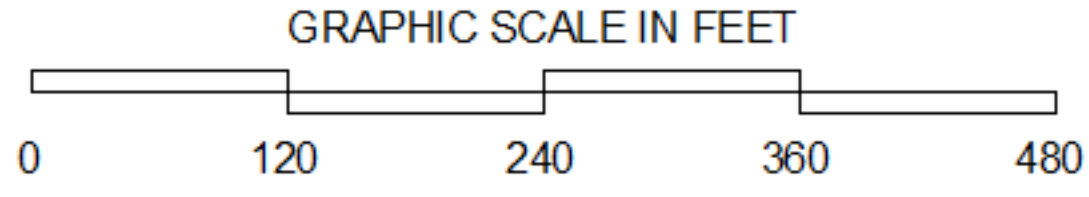
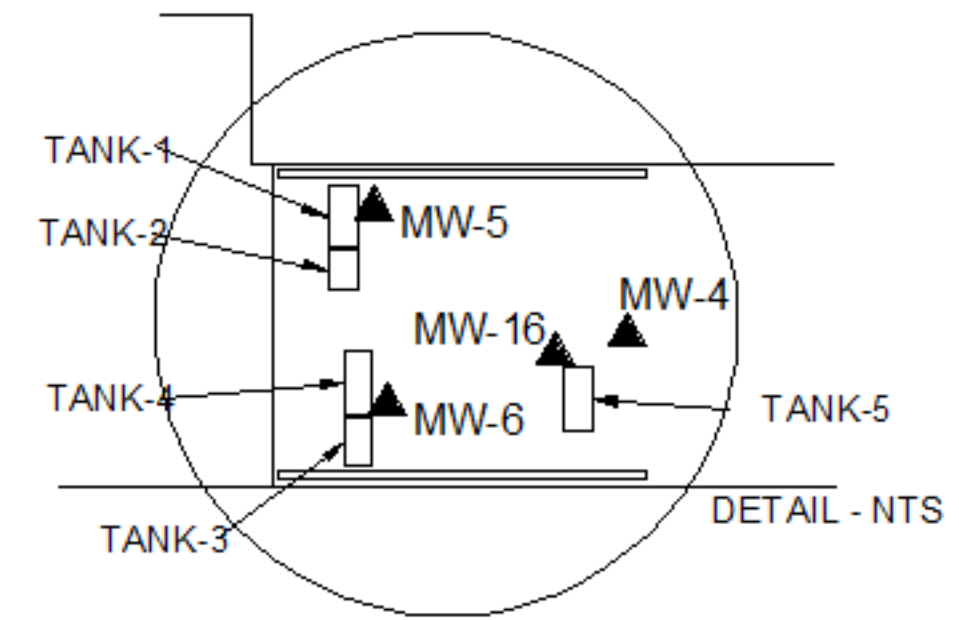


EXHIBIT B
SCALE 1" = 120 FT

Date: 5/01/14
 Revision Date:
 Project: R&L 177-01
 Drafted by: MK

BP Environmental, Inc.
 8615 Commerce Drive, Unit One
 Easton, Maryland 21601

Prepared For:
 RAMAR LAND CORP.
 600 GILLAM ROAD
 WILMINGTON, OHIO

Site:
 FORMER PRESTON TERMINAL
 1300 S WALNUT STREET
 SOUTHBEND INDIANA

Purpose of data collection:							Closure				
Point_ID	Feature Type (BLPT)	Max_PDOP	Longitude	Latitude	Std_Dev	Corr_Type	GPS_Date	GPS_Time	Datafile	Unfilt_Pos	Filt_Pos
1	Building Point	2.7	-86.270119242	41.661048363	0.197029	Real-time SBAS Corrected	11/14/2013	01:54:30.000pm	1300 WALNUT.SSF	65	65
2	Building Point	2.8	-86.270208815	41.660915780	0.075638	Real-time SBAS Corrected	11/14/2013	02:23:39.000pm	1300 WALNUT.SSF	52	52
3	Building Point	2.6	-86.270204615	41.660826871	0.115222	Real-time SBAS Corrected	11/14/2013	02:26:15.000pm	1300 WALNUT.SSF	104	104
4	Building Point	2.7	-86.270099139	41.660757488	0.212577	Real-time SBAS Corrected	11/14/2013	02:34:03.000pm	1300 WALNUT.SSF	111	111
5	Building Point	2.4	-86.269842290	41.660768440	0.094816	Real-time SBAS Corrected	11/14/2013	03:05:09.000pm	1300 WALNUT.SSF	121	121
6	Building Point	2.4	-86.268889509	41.660888448	0.211135	Real-time SBAS Corrected	11/14/2013	03:20:19.000pm	1300 WALNUT.SSF	125	125
7	Building Point	2.8	-86.268899809	41.661097439	0.118913	Real-time SBAS Corrected	11/14/2013	03:29:24.000pm	1300 WALNUT.SSF	56	56
8	Building Point	4.5	-86.269756399	41.661157421	0.228853	Real-time SBAS Corrected	11/14/2013	03:35:30.000pm	1300 WALNUT.SSF	212	212

Collector:	Joe Phillips
Projection:	UTM Zone 16 North
Datum:	NAD 1983 (Conus)
Units:	Meters
GPS Receiver Brand:	Trimble
Receiver Type:	GeoXH 2008

EXHIBIT B

Date: 5/01/14
Revision Date:
Project: R&L 177-01
Drafted by: MK



BP Environmental, Inc.

8615 Commerce Drive, Unit One
Easton, Maryland 21601

Prepared For:

RAMAR LAND CORP.
600 GILLAM ROAD
WILMINGTON, OHIO

Site:

FORMER PRESTON TERMINAL
1300 S WALNUT STREET
SOUTHBEND INDIANA

EXHIBIT C

Constituents of Concern

Groundwater

Trichloroethylene (TCE)

Soil

Total Petroleum Hydrocarbons- Diesel Range Organics (TPH-DRO)

Total Petroleum Hydrocarbons- Extended Range Organics (TPH-ERO)

Benzo-a-pyrene (BaP)

Scaled map(s)-Attached

Site Location Map

Site Map

Monitoring Well Location Map

Soil Boring Location Map

Site Map depicting area of TCE concentrations exceeding IDEM RISC residential closure levels in groundwater- Deed Restriction Area

Site Map depicting area of TPH and BaP concentrations exceeding IDEM RISC residential closure levels in soil-Deed Restriction Area

Narrative Summary

Groundwater sampling was conducted on March 12, 2013. Concentrations of TCE were detected exceeding the IDEM residential default closure level of 5 ug/l in MW-4 (7.4 ug/l) and MW-7 (6.4 ug/l).

Soil sampling was conducted between November 1998 and January 1999. BaP was detected exceeding the IDEM residential default closure level of 500 ug/kg in boring GB-7:1.25 (6,340 ug/kg).

TPH was detected exceeding the IDEM residential default closure level of 230 mg/kg (June 2010) in borings GP-2 16' (339 mg/kg), T3W-12' (661 mg/kg), T4E-8' (1410 mg/kg), T4E-14' (19,600 mg/kg), T4E-16' (5,540 mg/kg), T4W-10' (5,740 mg/kg), and T4W-12' (6,450 mg/kg). TPH-ERO was detected exceeding the IDEM residential default closure level of 230 mg/kg (June 2010) in borings GB1:3-4' (387 mg/kg), GB2:13-14' (306 mg/kg), GB4:13'-14' (267 mg/kg), and GB5:12.5-13.5' (11,654 mg/kg).

Site Location Coordinates

Latitude/Longitude

41.660978

-86.269712

UTM Zone 16

Easting- 560801

Northing- 4612394