



Speedway LLC

Speedway Office
P.O. Box 1500
Springfield, OH 45501
Telephone 937-864-3000

July 6, 2018

Ms. Robyn Weaver
Indiana Department of Environmental Management
Office of Land Quality
100 North Senate Avenue, IGCN 1101
Indianapolis, Indiana 46204-2251

Re: **Recorded ERC and Request for No Further Action**
Former Speedway Store No. 6034
315 South Memorial Drive
New Castle, Henry County, Indiana
IDEM FID No. 6739
LUST Incident No. 199404540
ATC Project No. Z086000430

Dear Ms. Weaver:

Speedway, LLC (Speedway) is pleased to provide the Indiana Department of Environmental Management (IDEM) with a copy of the recorded Environmental Restrictive Covenant (**Attachment A**) for Former Speedway Store No. 6034. Speedway respectfully requests a no further action (NFA) status for Incident No. 199404540.

If you have any questions or comments regarding this matter, please feel free to contact me at your convenience at (937) 863-7224.

Sincerely,

SPEEDWAY LLC

A handwritten signature in blue ink that reads "J. Travis Powell".

J. Travis Powell
Environmental Representative
Jopowell2@speedway.com

Attachment

Copy: Ms. Lindsay Perazzo - ATC Group Services LLC(lindsay.perazzo@atcgs.com)

ATTACHMENT A

Recorded Environmental Restrictive Covenant



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 5th day of JUNE, 2018, by Speedway LLC, successor by merger to Emro Marketing Company (or where applicable, "Owner"), , 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 Henry, Indiana, which is located at 315 South Memorial Drive, New Castle, Indiana 47362 and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on September 7, 1989 and recorded on September 19, 1989, as initial Deed Record Number 289, in the Office of the Recorder of Henry County, Indiana. The parcel of the Real Estate consists of approximately 0.35 acres and has also been identified by parcel identification number 030-82633-00 with an alternative parcel number of 33-12-15-110-113.000-016.

A *Corrective Action Plan Addendum Report* proposing remediation by iSOC[®] technology as the remedial technology was submitted to the Indiana Department of Environmental Management ("Department" or "IDEM") in May 2009 and, following further investigation, was approved by the IDEM on February 21, 2012. A *Remediation System Evaluation Report and Corrective Action Plan Addendum Report* summarizing the effectiveness of the iSOC[®] system and proposing TersOx[®] injections as an additional remedial technology was submitted to the IDEM in February 2015 and was approved by the IDEM on March 31, 2015.

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 6034. The incident numbers assigned by IDEM for the active release is 199404540 and the two discontinued releases are 199102500 and 199007548. The relevant facility identification number is 6739.

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 benzene and ethylbenzene.

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/).

2

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 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):

3

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED June 5th, 2018, RECORDED IN THE OFFICE OF THE RECORDER OF HENRY COUNTY ON June 28, 2018, INSTRUMENT NUMBER (OR OTHER IDENTIFYING REFERENCE) 201804004 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. 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 Henry 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:
 Speedway LLC
 500 Speedway Drive
 Enon, Ohio 45323
 Attn: Corporate Manager, Environmental

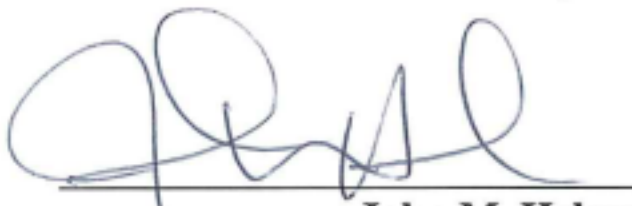
To Department:
 IDEM, Office of Land Quality
 100 N. Senate Avenue
 IGCN 1101
 Indianapolis, Indiana 46204-2251
 Attn: Section Chief, Leaking Underground Storage Tank Program

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. 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 5th day of JUNE, 2018.


John M. Helms
Corporate Manager, Environmental
Speedway LLC

STATE OF Ohio)
COUNTY OF Clark) SS:




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 5th day of June, 2018.



Kelley L. Ryan, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 22, 2021


Kelley L. Ryan, Notary Public

Residing in Montgomery County, Ohio

My Commission Expires: 12/22/2021

This document prepared by:
J. Travis Powell, 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:

J. Travis Powell
500 Speedway Drive
Enon, Ohio 45323

6

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

T&C: 5-8-IN-298
RIRC Unit No: 2046
EMC Unit No: 6034
Location: New Castle, Indiana
315 South Memorial Drive

08-11-298

RI-47

SPECIAL WARRANTY DEED

ROCK ISLAND RESOURCE COMPANY, INC., an Indiana corporation, formerly known as G-R Realty Corp. and Mesa Realty, Inc., whose address is 5000 West 86th Street, Indianapolis, Indiana 46268, Grantor, for the consideration of Seventy-Seven Thousand Six Hundred Eighty-Five and No/100 Dollars (\$77,685.00) received to its full satisfaction of EMRO 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 County of Henry, and State of Indiana, to-wit:

A part of the West half of the Northwest Quarter of Section 15, Township 17 North, Range 10 East, Henry County, Indiana, more particularly described as follows:

Starting at the Northwest corner of the Northwest Quarter of Section 15, Township 17 North, Range 10 East; running thence South and along the West line of the Northwest Quarter of said Section 15 a distance of 1111.0 feet to a point; thence East and parallel with the North line of said Northwest Quarter of said Section 15 a distance of 626.2 feet to the point of beginning; thence S. 90° 00' E. a distance of 130.0 feet to a point in the Westerly right-of-way of State Highway No. 3; thence S. 03° 04' W. a distance of 150.0 feet to a point; thence N. 90° 00' W. a distance of 130.0 feet to a point; thence N. 03° 04' E. a distance of 150.0 feet to the point of beginning.

Containing 0.45 acres more or less.

LESS AND EXCEPT the East 30.03 feet of the above parcel which was conveyed to the State of Indiana by deed recorded February 20, 1970 in Book 211, page 547; said East 30.03 feet contains 0.104 acres, more or less, and lies West of and adjoining to the west boundary of S.R. 3.

PRIOR INSTRUMENT REFERENCE: Book 209, Page 468

This conveyance is made subject to taxes for the year 1989 and all subsequent years; all legal highways; zoning and building laws, ordinances and regulations; 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 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 corporation sets its hand
this 7th day of September, 1989.

Signed and acknowledged
in the presence of:

ROCK ISLAND RESOURCE COMPANY, INC.
formerly known as G-R Realty Corp.
and Mesa Realty, Inc.

B. Cheryl A. Coppel

By: [Signature]
Name: B. G. Brown
Title: Vice President
and Treasurer

Joyce A. Selley

Attest: [Signature]
Name: W. J. Boney
Title: Assistant Secretary

STATE OF OHIO)
) SS.
COUNTY OF HANCOCK)



BEFORE ME, a Notary Public in and for said State of Ohio
personally appeared the above named Rock Island Resource
Company, Inc., an Indiana corporation, formerly known as G-R
Realty Corp. and Mesa Realty, Inc., by B. G. Brown, its Vice
President and Treasurer, and by W. J. Boney, 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 as
such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal, at Findlay, Ohio, this 7th day
of September, 1989.

Kathleen R. Harding
Notary Public

KATHLEEN R. HARDING, Hancock County
Notary Public, State of Ohio
My Commission Expires January 27, 1991

My Commission Expires:

1-27-91

This Instrument
Prepared by:
C. Daniel Baker, Attorney
539 South Main Street
Findlay, Ohio 45840

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P.M.
AND RECORDED IN RECORD 289
PAGE 592-593 & 594-595
593

AFTER RECORDING
MAIL TO:

SEP 1 1989

Judith A. Bunker
RECORDER HENRY COUNTY

72/LAWQHW

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

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

SEP 1 1989

Brenda K. Veach
AUDITOR, HENRY COUNTY