

Indianapolis, IN
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CORPORATE OFFICE
1552 Main Street, Suite 100
Speedway, IN 46224
phone 317 477 0999
www.wilcoxenv.com

January 4, 2019

Mr. Jason Murdoch
Indiana Department of Environmental Management
Office of Land Quality/LUST Section
100 North Senate Avenue
Indianapolis, Indiana 46206

Re: Recorded ERC Transmittal
Mountie Market, Crawfordsville, Indiana
FID #19712, LUST #2011-02-513
Wilcox Project #194.16

Dear Mr. Murdoch:

As requested in a December 19, 2018, IDEM e-mail, the revised environmental restrictive covenant ("ERC") for the above referenced Site was recorded. This letter transmits a copy of the recorded ERC for the above referenced property. If you have any questions or comments, please feel free to contact the undersigned.

Sincerely,
Wilcox Environmental Engineering, Inc.

Heather Rochford
Senior Project Manager

Jeremy S. Kinman, LPG, PG
Senior Project Manager

Enclosure: Limitations Statement
Recorded ERC

cc: Mrs. Nancy Bishop, Bishop & Bishop, Inc.

LIMITATIONS STATEMENT

Wilcox Environmental Engineering, Inc.'s (Wilcox's) services, data, opinions, and recommendations described in this report are for Client's sole and exclusive use, and the unauthorized use of or reliance on the data, opinions, or recommendations expressed herein by parties other than Wilcox's Client is prohibited without Wilcox's express written consent. The services described herein are limited to the specific project, property, and dates of Wilcox's work. No part of Wilcox's report shall be relied upon by any party to represent conditions at other times or properties. Wilcox will accept no responsibility for damages suffered by third parties as a result of reliance upon the data, opinions, or recommendations in this report.

Wilcox's services are subject to all limitations, qualifications, and indemnifications enumerated in the terms and conditions or contract governing the work. Wilcox's findings, interpretations, opinions, and recommendations are probabilities based on Wilcox's professional judgment of Site conditions as discernible from the limited, and often indirect, information provided by others, information available to us at the time we performed our work, or information observed or developed by Wilcox using the methods specified in the scope of work. Wilcox does not warrant the accuracy, completeness, or validity of information and independent opinions, conclusions, and recommendations provided or developed by others, nor does Wilcox assume any responsibility for documenting or reporting conditions detectable with methods or techniques not specified in the scope of work. Maps and drawings in this report are included only to aid the reader and should not be considered surveys or engineering studies. The investigation described in this report was also conducted within the context of agency rules, regulations, action levels, and enforcement policies in effect at the time Wilcox performed its work. Later changes in agency rules, regulations, action levels, or policies may result in different conclusions than those expressed in this report.

Wilcox has striven to perform the services in a manner consistent with that level of care and skill ordinarily exercised by other environmental consultants practicing in the same locality and under similar conditions existing at the time we performed our services. **No other warranty is either expressed or implied in this report or any other document generated in the course of performing Wilcox's services.**

Recorded ERC

201806677 RES \$25.00
12/21/2018 02:10:30P 8 PGS
JENNIFER BENTLEY
Montgomery County Recorder IN
Recorded as Presented



FILED
DEC 21 2018
JENNIFER ANDEL
AUDITOR MONTGOMERY COUNTY

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 21st day of December, 2018, by Bishop & Bishop, Inc. P.O. Box 383, Waynetown, IN 47990 (together with all successors and assignees, collectively "Owner").

Recitals

WHEREAS: Owner is the fee owner of certain real estate in the County of Montgomery, Indiana, which is located at 683 West 600 South, Crawfordsville (formerly New Market), Indiana 47933 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 June 10, 2015, and recorded on June 23, 2015, as Deed Record 201503324, in the Office of the Recorder of Montgomery County, Indiana. The Real Estate consists of approximately 0.505 acres and has also been identified by the county as parcel identification number:54-15-06-200-010.002-022.

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 New Market Marathon Mountie. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 201103513, and the relevant facility identification number is 19712.

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 benzene and naphthalene.

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/) using "FID Number" 19712.

Restrictions and Provisions

NOW THEREFORE, Owner subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

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.
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:

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, 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.
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.
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 Montgomery County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.
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:
Bishop & Bishop, Inc.
C/o Mrs. Nancy Bishop
P.O. Box 383,
Waynetown, IN 47933

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, *Bishop & Bishop, Inc.*, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 21 day of December, 2018.

Nancy Bishop of Bishop & Bishop, Inc.
Bishop & Bishop, Inc.
Mrs. Nancy Bishop

STATE OF Indiana)
) SS:

COUNTY OF Montgomery

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nancy Bisnop, the President of the Owner, Bisnop & Bisnop, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 21 day of December, 2018.

[Signature]
Robbie Fisher, Notary Public
Residing in Montgomery county, IN

My Commission Expires: 4-7-2026

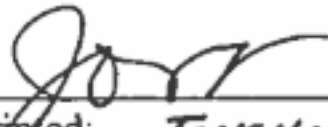
This instrument prepared by:
Wilcox Environmental Engineering
1552 Main Street, Suite 100
Speedway, Indiana 46224

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10 day of June, 2015.

My commission expires:
11-30-2019


Printed: JONELLE LYNETTE ORR
Notary Public
Resident of Hancock County, IN

THIS INSTRUMENT PREPARED BY:
Patricia McGaughey Sosbe
McGAUGHEY & SOSBE
127 E. Main Street, Suite 300
Crawfordsville, IN 47933
(765) 362-6811



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.

NAME: Patricia Sosbe