



July 11, 2019

Ms. Roxann Kilka Sanders  
Indiana Department of Environmental Management  
Office of Land Quality - LUST Section  
100 North Senate Avenue, Room 1101  
Indianapolis, IN 46204

ATC Group Services LLC

7988 Centerpoint Dr.  
Suite 100  
Indianapolis, IN 46256

Re: **Recorded Environmental Restrictive Covenant  
Former Phillips 66 RM Site No. 3923**  
323 Ridge Road  
Munster, Lake County, Indiana  
IDEM Facility ID No. 7559  
IDEM Incident No. 200311508  
ATC Project No. Z086000368

Phone +1 317 849 4990  
Fax +1 317 849 4278

[www.atcgroupservices.com](http://www.atcgroupservices.com)

Dear Ms. Sanders:

On behalf of Phillips 66, ATC Group Services LLC (ATC) is pleased to provide the Indiana Department of Environmental Management (IDEM) with this recorded *Environmental Restrictive Covenant (ERC)* for the Former Phillips 66 RM site No. 3923 located on 323 Ridge Road, Munster, Indiana (site).

In an e-mail correspondence dated May 17, 2017, the IDEM requested a draft ERC be submitted for review. A *Closure Evaluation Report* that included a draft ERC was submitted to IDEM on March 12, 2018. Per IDEM request, a revised draft ERC was submitted to the IDEM via e-mail on May 31, 2019. The IDEM approved the draft ERC in an e-mail dated June 2, 2019.

The ERC was recorded at the Lake County Recorder's Office on July 9, 2019. Please review the copy of the recorded ERC provided as an attachment. Based on the current site status, ATC, on behalf of Phillips 66, respectfully requests a No Further Action status be granted for Incident No. 200311508.

If you have any questions or comments regarding this request, please contact one of the below at (317) 849-4990.

Sincerely,

**ATC GROUP SERVICES, LLC**

A handwritten signature in cursive script, reading 'Amy Sides'.

Amy Sides  
Project Geologist

A handwritten signature in cursive script, reading 'John T. Schilling'.

John T. Schilling, LPG (IN No. 2163)  
Senior Geologist

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 041417

2019 JUL -9 AM 10:21

MICHAEL B. BROWN  
RECORDER

### Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 1st day of July, 2019, by PPRE, LLC located at 1701 East Woodfield Road, Suite 327, Schaumburg, Illinois 60173 (together with its successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 323 Ridge Road, Munster, Indiana 46321, which is 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 February 4, 2016 and recorded March 15, 2016 as Document Number 2016015097 in the Office of the Recorder of Lake County, Indiana. The Real Estate has been identified by the county as parcel identification number 45-06-24-129-073.000-027.

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 above referenced property previously owned by Phillips 66 Company. The incident number assigned by the Indiana Department of Environmental Management ("Department") is 200311508 and the relevant facility identification number is 7559.

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 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 North 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/](http://www.in.gov/idem/)).

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

**FILED**

JUL 09 2019

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

041996

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JB

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## 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.
- (b) Prior to the change in use of the site or construction of new structures to be occupied by persons at the Real Estate, the current Owner of the Real Estate shall confirm there is no unacceptable exposure risk due to vapor migration in accordance with then-applicable agency guidance, regulation, or law. This may include conducting groundwater, soil, and/or soil-gas sampling for the VOCs or SVOCs of concern. The results and analyses of such sampling shall be presented to IDEM in support of the Owner's determination whether an unacceptable vapor exposure risk exists. If the results demonstrate that no such risk currently exists, IDEM will provide its concurrence in writing and grant the Owner a waiver of this restriction for the proposed change in site use and/or new construction. If the results demonstrate that an unacceptable risk to human health exists, then the Owner must submit plans for mitigation for approval by IDEM and must conduct adequate indoor sampling to demonstrate the effectiveness of the approved remedy.

## 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 July 1 2019, RECORDED IN THE OFFICE OF THE RECORDER OF Lake COUNTY ON July 9, 2019, INSTRUMENT NUMBER (OR OTHER IDENTIFYING REFERENCE) 2019 041417 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. 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 Lake 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, 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:

PPRE, LLC  
1701 East Woodfield Road, Suite 327  
Schaumburg, Illinois 60173

To Department:

IDEM, Office of Land Quality

100 North 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.

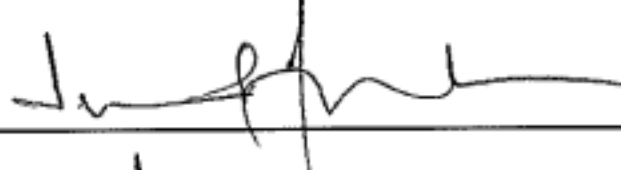
IN WITNESS WHEREOF, **PPRE, LLC**, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 1st day of July, 2019.

  
PPRE, LLC

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

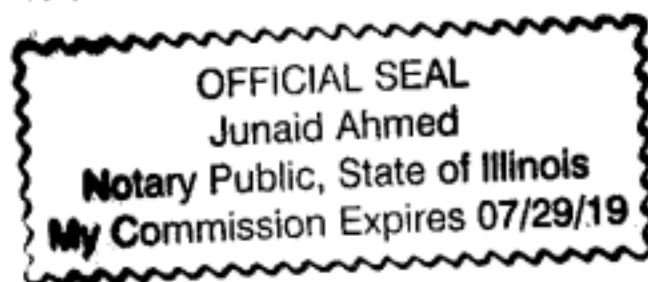
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared FARRUKH BAKHARA, the MEMBER of the Owner, PPRE, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 1st day of July, 2019.

  
JUNAID AHMED, Notary Public  
Residing in COOK County, ILLINOIS

My Commission Expires:

This instrument prepared by:  
Amy Sides, Project Geologist  
ATC Group Services, LLC  
7988 Centerpoint Drive, Suite 100  
Indianapolis, Indiana 46256



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:  
Amy Sides, Project Geologist  
ATC Group Services, LLC  
7988 Centerpoint Drive, Suite 100  
Indianapolis, Indiana 46256

**EXHIBIT A**

**DEED AND LEGAL DESCRIPTION OF REAL ESTATE**



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 015097

2016 MAR 15 AM 8:35

MICHAEL B. BROWN  
RECORDER

[Space Above Reserved For Recording]

SPECIAL WARRANTY DEED

THIS INDENTURE, made on the 21<sup>st</sup> day of February, 2016, by GAS MART USA, INC., a Missouri corporation, whose mailing address is 10777 Barkley Street, #200, Overland Park, KS 66211 ("**Grantor**"), for valuable consideration paid, grants and specially warrants to PPRE, LLC, an Illinois limited liability company, whose mailing address is 1701 E. Woodfield Rd., Suite 327, Schaumburg, Illinois 60173 ("**Grantee**");

**WITNESSETH, THAT GRANTOR**, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it paid by Grantee (the receipt of which is hereby acknowledged) does by these presents, CONVEY and SPECIALLY WARRANT unto Grantee, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Lake, State of Indiana to-wit, together with all buildings, fixtures and improvements thereon:

See Exhibit A attached hereto and incorporated herein by reference.

Prior Deed Reference: Document No. 2006 104609

**TOGETHER WITH:** all tenements, hereditaments and appurtenances belonging or in any wise appertaining thereto, including but not limited to easements and rights-of-way over adjoining property, which easements and rights-of-way are appurtenant to the real property described on Exhibit A, and all of Grantor's interest in and to oil, gas, geothermal, water and mineral rights, wells, all water rights appurtenant to said real property, and all of Grantor's interest in and to any land lying in the bed of any body of water, waterway or public street, public road or public avenue adjacent to said real property.

**SUBJECT TO:** (a) covenants, conditions, easements, restrictions, reservations, and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

**TO HAVE AND TO HOLD** The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors assigns forever; the said Grantor, for taxation subject hereof warrants the title to said real estate as to and against ~~himself~~ <sup>himself and none other</sup> and none other.

PPRE - Store 47 Deed - Page 1

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MAR 14 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been duly authorized by all necessary action of Grantor to execute and deliver this deed on behalf of Grantor and that all necessary action for the making of such conveyance has been taken and done.

Tax Billing Address:

*Grantee Address:*

1701 E. Woodfield Road, Suite 327  
Schaumburg, IL 60173

Return To:

PPRE, LLC  
1701 E. Woodfield Road, Suite 327  
Schaumburg, IL 60173

Prepared By:

Christopher B. Frantze  
Stinson Leonard Street LLP  
1201 Walnut, Suite 2900  
Kansas City, MO 64106


This instrument was prepared by Christopher B. Frantze.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. Christopher B. Frantze.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Grantor has hereunto set her hand the day and year first above written.

**GAS MART USA, INC.,**  
a Missouri corporation

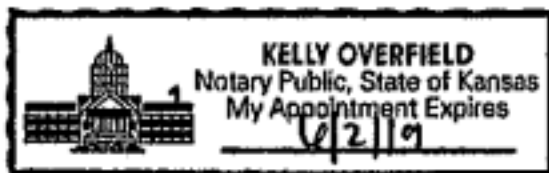
By:   
David George, President

ACKNOWLEDGMENT

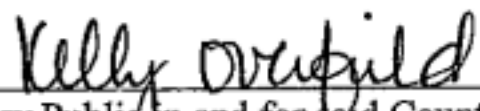
STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

BE IT REMEMBERED, that on this 4th day of February, 2016, before me, the undersigned, a Notary Public in and for said County and State, came David George, as President of Gas Mart USA, Inc., a Missouri corporation, on behalf of the corporation, who is personally known to me to be the same person who executed the within instrument of writing, and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



My appointment expires:  
June 2, 2019

  
Notary Public in and for said County and State  
Printed Name: Kelly Overfield

**EXHIBIT A**

THAT PART OF LOT 5, ARIE JABAAY'S SUBDIVISION OF A PART OF THE WEST HALF OF SECTION 13 AND A PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER DESCRIBED AS COMMENCING AT A POINT IN THE NORTH LINE OF RIDGE ROAD 160 FEET SOUTHEASTERLY FROM THE WEST LINE OF SAID LOT 5, MEASURED ALONG THE NORTH LINE OF RIDGE ROAD; THENCE RUNNING SOUTHEASTERLY ALONG THE NORTH LINE OF RIDGE ROAD 124.61 FEET TO THE WEST LINE OF LYMAN STREET; THENCE NORTH ALONG LYMAN STREET 107.3 FEET; THENCE NORTHWESTERLY PARALLEL WITH NORTH LINE OF RIDGE ROAD 124.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 5, 107.25 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA. DESCRIBED BY SURVEY AS:

PART OF LOT 5, ARIE JABAAY'S SUBDIVISION OF A PART OF THE WEST HALF OF SECTION 13 AND A PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 10 WEST IN THE TOWN OF MUNSTER DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE ON THE NORTH LINE OF RIDGE ROAD 160 FEET SOUTHEASTERLY FROM THE WEST LINE OF LOT 5; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 106.74 FEET TO AN IRON PIPE; THENCE SOUTH 80 DEGREES 12 MINUTES 40 SECONDS EAST, 124.62 FEET TO AN IRON PIPE ON THE WEST LINE OF LYMAN STREET; THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, 106.74 FEET TO THE NORTH LINE OF RIDGE ROAD; THENCE ALONG SAID NORTH LINE NORTH 80 DEGREES 12 MINUTES 40 SECONDS WEST, 124.61 FEET TO THE POINT OF BEGINNING.