



Stantec Consulting Services Inc.
8770 Guion Road, Suite B
Indianapolis IN 46268
Tel: (317) 876-8375
Fax: (317) 876-8382

*Robyn
13219* **Transmittal**

To:	Robyn Weaver	From:	Neil Bukouricz
Company:	IDEM – UST Branch	<input type="checkbox"/>	For Your Information
Address:	100 N. Senate Avenue	<input type="checkbox"/>	For Your Approval
	Room ICGN 1101	<input type="checkbox"/>	For Your Review
	Indianapolis, IN 46204	<input checked="" type="checkbox"/>	As Requested
Date:	October 11, 2019		
File:	Environmental Restrictive Covenant Former Sunoco Site DUNS # 0016-6017 325 S. Kentucky Avenue Evansville, IN 47714 Vanderburgh County FID # 13219 / LUST # 199201602 Stantec Project No. 182602738		
Delivery:	Courier		

Reference: Environmental Restrictive Covenant

Attached please find a copy of the above referenced document. These are being sent to you at the request of Christie Kuhlmann of our Columbus, OH office.

Regards,

Neil Bukouricz
Neil Bukouricz, LPG
Project Geologist
Phone: (317) 876-8375 Ext. 245
Fax: (317) 876-8382
Neil.Bukouricz@Stantec.com

RECEIVED
OCT 15 2019
DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND QUALITY

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this *Twelfth* day of *June*, 2019, by *Shree Mahadev Inc.*, located at *325 South Kentucky Avenue, Evansville, Indiana 47714*.

WHEREAS: Owner is the fee owner of certain real estate in the County of *Vanderburgh*, Indiana, which is located at *325 South Kentucky Avenue, Evansville, Indiana 47714* 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 *11/9/2016*, and recorded on *11/9/2016* as Deed Record 2019R000 21104, in the Office of the Recorder of *Vanderburgh* County, Indiana. The Real Estate consists of approximately 0.413682 acres and has also been identified by the county as parcel identification number[s] *82-06-29-024-050.001-029*. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit B.

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 Former Sunoco Site #0016-6017. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 199201602, and the relevant facility identification number is 13219.

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, ethylbenzene, 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/).

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

I. RESTRICTIONS

I. 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):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED *June 12, 2019*, RECORDED IN THE OFFICE OF THE RECORDER OF *Vanderburgh* COUNTY ON _____ 2019, 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.

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 *Vanderburgh* 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:

*Shree Mahadev Inc
325 S Kentucky Avenue
Evansville, IN 47714*

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, *Shree Mahadev Inc.*, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on 26 day of June 2019

[Signature]
Shree Mahadev Inc.

STATE OF ~~Indiana~~ ^{Kentucky}
 Henderson) SS:
COUNTY OF ~~Vanderburgh~~)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shree Mahadev Inc the Representative of the Owner, Shree Mahadev Inc, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 26 day of June, 2019.

Chandresh Patel

_____, Notary Public

Residing in Henderson County, Henderson.



My Commission Expires:

This instrument prepared by:
Christie Kuhlmann
Stantec Consulting Services, Inc.
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

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:

Christie Kuhlmann
Stantec Consulting Services, Inc.
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

Exhibit A

LEGAL DESCRIPTION

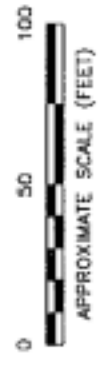
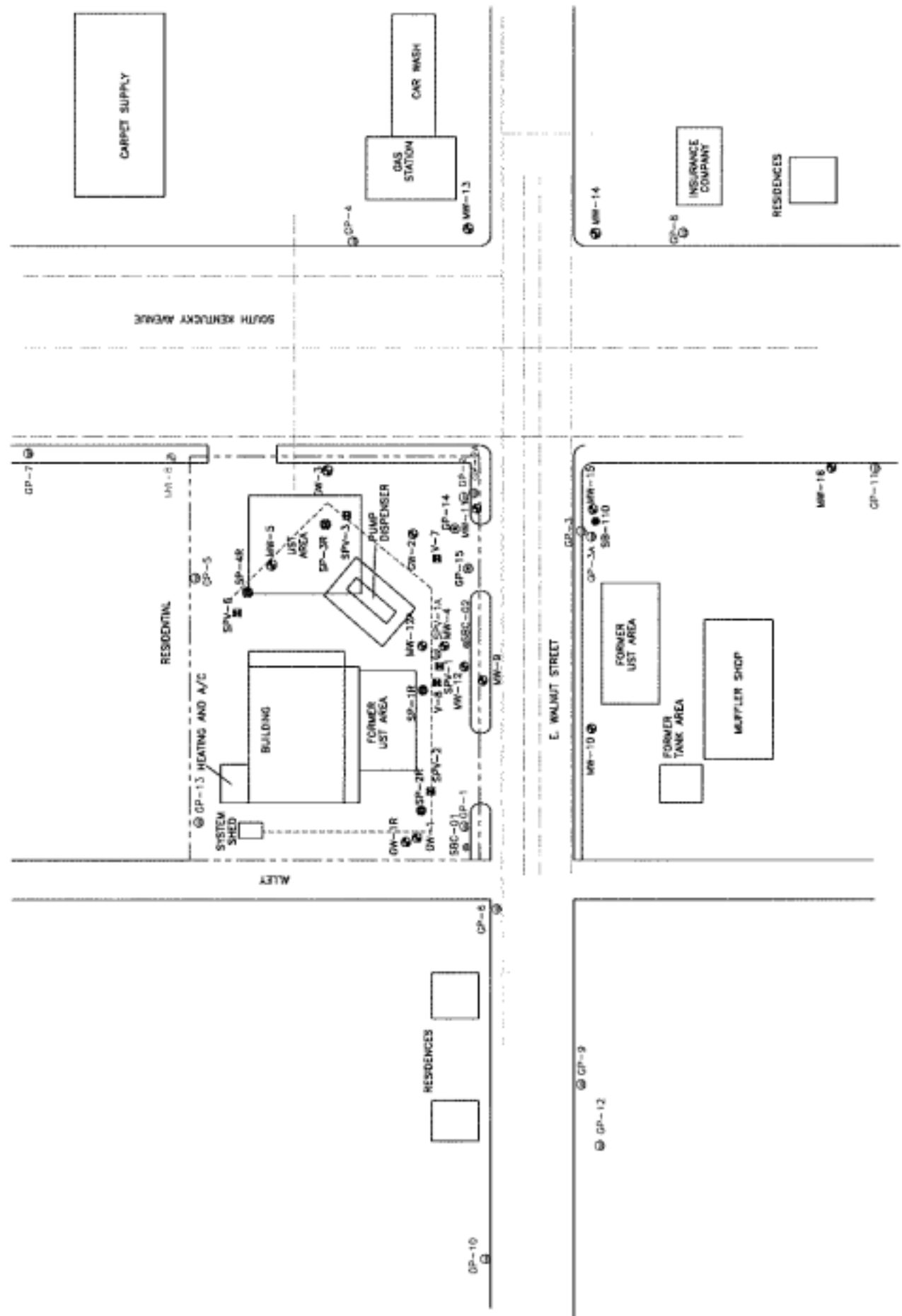
ALL THAT CERTAIN PARCEL OF REAL ESTATE SITUATE IN THE CITY OF EVANSVILLE, COUNTY OF VANDERBURGH, STATE OF INDIANA, TO-WIT:

LOTS ONE (1) AND TWO (2) IN THE ADJOINING (OR SOUTH) THIRTY-FOUR (34) FEET OF LOT THREE (3) IN BLOCK THREE (3) IN HUSTON PLACE, AN ADDITION TO THE CITY OF EVANSVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "D", PAGES 486, 487, 488 AND 489 IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA.

EXHIBIT B
A SCALED MAP OF THE SITE

**FOR ADDITIONAL
PAGES SEE
OVERSIZED FILE**

- Legend:**
- PROPERTY LINE
 - GAS LINE
 - WATER LINE
 - SEWER LINE
 - MW-13 ○ MONITORING WELL LOCATION
 - MW-14 ○ DESTROYED MONITORING WELL LOCATION
 - GP-5 ○ GEOPROBE BORING LOCATION
 - GP-15 ○ 2015 GEOPROBE BORING LOCATION
 - SSC-02 ○ 2008 SOIL BORING LOCATION
 - SB-110 ○ SOIL BORING LOCATION
 - SP-3R ○ AIR SPARGE WELL LOCATION
 - SPV-3 ○ AIR SPARGE EXTRACTION WELL LOCATION
 - V-7 ○ AIR SPARGE EXTRACTION WELL LOCATION (AS/SVE)
 - UNDERGROUND PIPING
- NOTE:**
FOC SAMPLE SB-FOC-01 WAS COLLECTED FROM SSC-01.



Stantec
1450 LAKE SHORE DRIVE, SUITE 100
COLUMBUS, OH 43264
PHONE 614-444-4444 FAX 614-444-4444

FOR:
EVERGREEN RESOURCES GROUP, LLC
2 RICHTER PARKWAY, SUITE 200
WILMINGTON, DELAWARE 19833

JOB NUMBER: 165020256

DRAWN BY: KM

CHECKED BY: CK

APPROVED BY: JK

DATE: 05/10/17

FIGURE: 1

SITE MAP
FORMER SUNOCO SITE DUNS #0016-6017
325 SOUTH KENTUCKY AVENUE
EVANSVILLE, VANDERBURGH CO., INDIANA
FID# 13219 / LUST# 199201602

