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2024-002500

KATHY D. FOY, RECORDER
GRANT COUNTY, INDIANA
RECORDED AS PRESENTED
04/24/2024 03:02 PM
PAGES: 15
REC FEE: 25.00

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 24 day of April, 2024, by SOS-Save Our Stories, Inc. ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Grant, Indiana, which is located at 625 South Washington Street in Marion 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 June 10, 2022, and recorded on June 23, 2022, as Deed Record 2022-005413, in the Office of the Recorder of Grant County, Indiana. The Real Estate consists of approximately 0.40-acre and is identified by the State by parcel identification number 27-07-06-403-036.000-002. The Real Estate to which this Covenant applies is depicted on a map attached hereto as **Exhibit "B"**.

WHEREAS: A No Further Action ("NFA") Letter, a copy of which is attached hereto as **Exhibit "C"**, was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation to address the redevelopment potential of the Real Estate which is a brownfield site resulting from a release of petroleum contamination, relating to historical operations on the Real Estate, Program site number BFD #4220804.

WHEREAS: The NFA, as approved by the Department, provides that certain contaminants of concern ("COCs") remain in groundwater on the Real Estate but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are listed in **Exhibit "D"**, which is attached hereto and incorporated herein.

WHEREAS: Soil and groundwater on the Real Estate were sampled for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs) and lead. Investigations detected levels of several constituents above applicable published R2 levels established by IDEM in the *Risk-based Closure Guide* ("R2") (July 8, 2022, and applicable revisions). Groundwater analytical results above applicable R2 published levels are summarized on Table 1, attached hereto as **Exhibit "D"**. A site map, attached hereto as **Exhibit "E"**, depicts sample locations on the Real Estate at which the COCs were detected in groundwater above applicable R2 published levels.

WHEREAS: Notwithstanding the detections of COCs in groundwater above R2 published levels, IDEM approved conditional residential closure of environmental conditions on the Real Estate under R2 since the remaining groundwater contamination can be controlled with a no groundwater use prohibition. Therefore, environmental conditions on the Real Estate meet applicable cleanup criteria in R2 so long as the land use restriction required by this Covenant is maintained.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <https://www.in.gov/idem/legal/public-records/virtual-file-cabinet/>.

NOW THEREFORE, SOS-Save Our Stories, Inc. subjects the Real Estate to the following restriction and provisions, which shall be binding on SOS-Save Our Stories, Inc. and all future owners:

I. RESTRICTION

1. Restriction. The Owner and all future owners:
 - (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, without prior Department approval, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

II. GENERAL PROVISIONS

2. Restriction to Run with the Land. The restriction 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 or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("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 all or any part of the Real Estate by any person shall limit the restriction 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 the restriction 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 determining whether the land use restriction set forth in paragraph 1 above is being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), 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 GRANT 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 include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), 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 the Department 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, the Department 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 restriction shall apply until the Department determines that contaminants of concern on the Real Estate 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 Grant 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 from complying 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:
SOS-Save Our Stories, Inc.
PO Box 266
Marion, Indiana 46952
ATTN: Bill Munn

To Department:
Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Haley Faulds

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

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.

ACKNOWLEDGMENT BY A NOTARY

IN WITNESS WHEREOF, SOS-Save Our Stories, Inc., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 24th day of April, 2024.

William F. Munn
SOS-Save Our Stories, Inc.

William F. Munn
Printed Name of Signatory

STATE OF Indiana)
) SS:
COUNTY OF Grant)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Munn, the Board member of the Owner, SOS-Save our Stories, Inc., who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 24th day of April, 2024.



Seal
Jessika Ann Hays
Notary Public
Grant County, State of Indiana
Commission Number: NP0748573
My Commission Expires: April 27, 2031

Jessika Ann Hays
Jessika Ann Hays, Notary Public

Residing in Grant County, Indiana

My Commission Expires:

April 27, 2031

This instrument prepared by: Andrea Robertson Habek

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.

William F. Munn (Printed Name of Declarant)

William F. Munn

EXHIBIT A

Indiana Special Warranty Deed for the Real Estate

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. –
Jill E. Schwartz, Esq.

This instrument Was Prepared By

Jill E. Schwartz, Esq.
Bridgestone Retail Operations, LLC
200 4th Avenue South
Nashville, TN 37201

After Recording Return To and Send Tax Bills to:

SOS-Save Our Stories, Inc.
800 W. Euclid Avenue
Marion, IN 46952

2022-005413

KATHY D. FOY, RECORDER
GRANT COUNTY, INDIANA
RECORDED AS PRESENTED
06/23/2022 11:21 AM
PAGES: 3
REC FEE: 25.00

This document was eRecorded

Space Above This Line for Recorder's Use

INDIANA SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that effective as of the 22nd day of June, 2022, **BRIDGESTONE RETAIL OPERATIONS, LLC**, a Delaware limited liability company f/k/a **BFS Retail & Commercial Operations, LLC**, having an office address at 200 4th Avenue South, Nashville, TN 37201, Attn: Legal Department – Real Estate ("**Grantor**"), in consideration of the sum of Twenty-Five Thousand and 00/100th Dollars (**\$25,000.00**) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **SOS-SAVE OUR STORIES, INC.**, an Indiana non-profit corporation, having an office address of 800 W. Euclid Avenue, Marion, Grant County, IN 46952 ("**Grantee**"), the following described real property and premises, situate in Grant County, State of Indiana, to wit:

LOTS NUMBER EIGHT (8) AND NINE (9) IN TURNER'S ADDITION TO THE CITY OF MARION, GRANT COUNTY, INDIANA

BEING THE SAME PROPERTY AS CONVEYED TO BFS RETAIL & COMMERCIAL OPERATIONS, LLC BY DEED FROM BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE, LLC AS RECORDED AT INSTRUMENT NO. 200206124, OFFICIAL RECORDS OF GRANT COUNTY, INDIANA

Parcel No. 016-02019-20 / State ID: 27-07-06-403-036.000-002
Address: 625 South Washington Street, Marion, IN 46953

DULY ENTERED
FOR TAXATION

Jun 23 2022


AUDITOR GRANT CO.

sc/sk

This conveyance is made expressly subject to real estate taxes and assessments not yet due and payable; any condition an accurate survey may show; easements, restrictions, covenants, conditions and reservations of record; encroachments; any zoning or governmental regulations and ordinances now or hereafter in effect, relating to or affecting the Property; all matters apparent from inspection of the Property or the public records; and is further made subject to the following express covenant and restriction, which is reserved unto Grantor, and shall burden and run with said Property and bind Grantee and its heirs, devisees, successors, assigns and nominees for the benefit of Grantor and its successors and assigns:

A restrictive use covenant which shall provide that commencing on the date of recordation of the Deed and continuing for ten (10) consecutive years thereafter, neither the real estate nor any part thereof shall be used for (i) sales, service, and installation of motor vehicle parts, auto accessories, tires, batteries, mufflers, air conditioning; and (ii) other usual motor vehicle services such as tune-ups, lube and oil changes, cooling systems flushing, filing and repair, electrical work, wheeling alignments and suspension system repair and replacement.

TOGETHER WITH all the improvements thereon and the appurtenances thereunto belonging (the "Property").

AND warrant the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise.

TO HAVE AND TO HOLD the Property unto Grantee, and to Grantee's heirs and assigns forever.

[Signature on following page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed under seal as of the day and year first above written.

GRANTOR:

BRIDGESTONE RETAIL OPERATIONS, LLC,
a Delaware limited liability company

By: [Signature]
Scott Sanderson
Senior Director, Real Estate Operations

Address: 200 4th Avenue South
Nashville, TN 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Sanderson, Senior Director, Real Estate Operations for BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of JUNE, 2022.

[Signature]
Notary Public

My Commission Expires: 3/7/2023

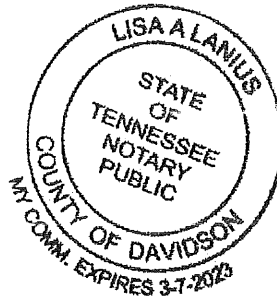
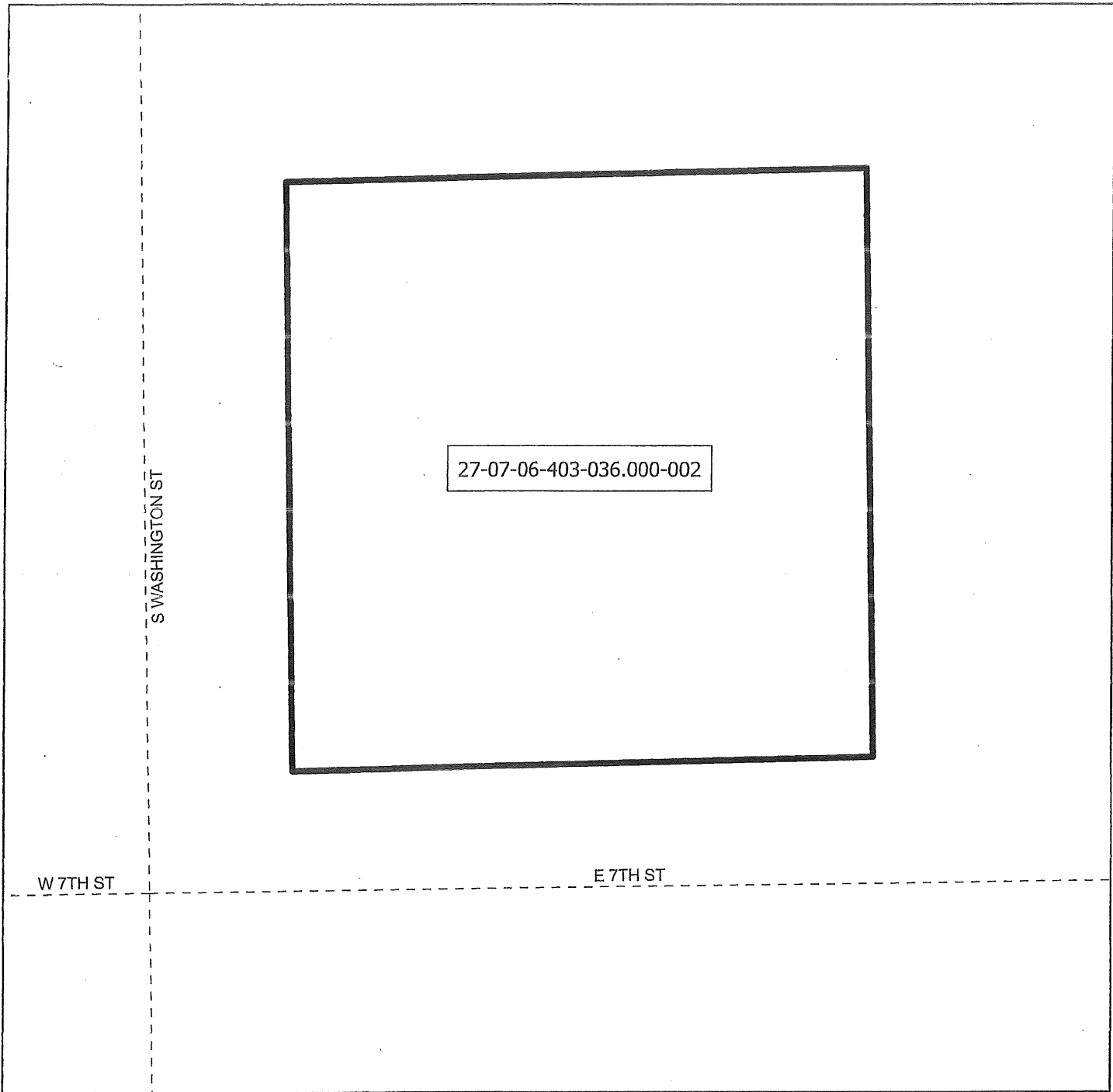


EXHIBIT B

Map of the Real Estate

Indiana Brownfields Program Number 4220804 - Real Estate



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, February 01, 2024


Real Estate: Indiana Special Warranty Deed – Instrument Number 2022-005413


Parcel Info: The Real Estate consists of Parcel Identification Number:
27-07-06-403-036.000-002

PLSS Info: Section 6, T24N, R8E, Center Township, Grant County, Indiana

Property Info: 625 S Washington Street, Marion, Indiana

Disclaimer: This Map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purpose.

 REAL ESTATE

 STREET

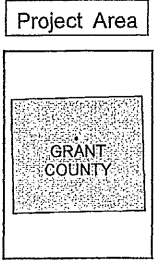
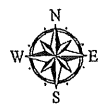
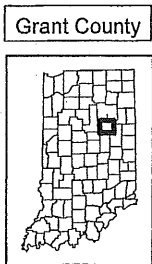
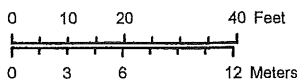


EXHIBIT C

Copy of the No Further Action Letter

EXHIBIT D

TABLE 1
Firestone Mastercare, Marion – BFD #4220804
Groundwater Concentrations Exceeding
IDEM R2 Published Levels

TABLE 1
Firestone Mastercare, Marion – BFD #4220804
Groundwater Concentrations Exceeding IDEM R2 Published Levels

Contaminant Detected	Sample Date	Sample Location	Results ppb	GWPL
Ethylbenzene	4/18/23	SB-4 DUP	4,410 4,430	700
	8/14/23	MW-4	1,240	
n-Propylbenzene	4/18/23	SB-4 DUP	992 1,030	700
	4/18/23	SB-4 DUP	10,300 10,200	
1,2,4-Trimethylbenzene	8/14/23	MW-4	2,250	60
	12/7/23	MW-4 DUP	1,920 1,890	
	4/18/23	SB-4 DUP	2,890 2,880	
1,3,5-Trimethylbenzene	8/14/23	MW-4	475	60
	12/7/23	MW-4 DUP	454 423	
	4/18/23	SB-4 DUP	18,200 17,900	
Xylene (M&P)	4/18/23	SB-4 DUP	18,200 17,900	10,000
Xylene (Total)	4/18/23	SB-4 DUP	26,600 26,200	10,000
1-methylnaphthalene	4/18/23	SB-4 DUP	153 133	10
	8/14/23	MW-4	22.1	
2-methylnaphthalene	4/18/23	SB-4 DUP	384 346	40
	4/18/23	SB-4 DUP	1,150 992	
Naphthalene	8/14/23	MW-4	4.18	1
	12/7/23	MW-4 DUP	83 48.20	
	4/18/23	SB-1	45	
Lead	4/18/23	SB-3	31	15
		SB-4 DUP	98 106	
		SB-5	46	

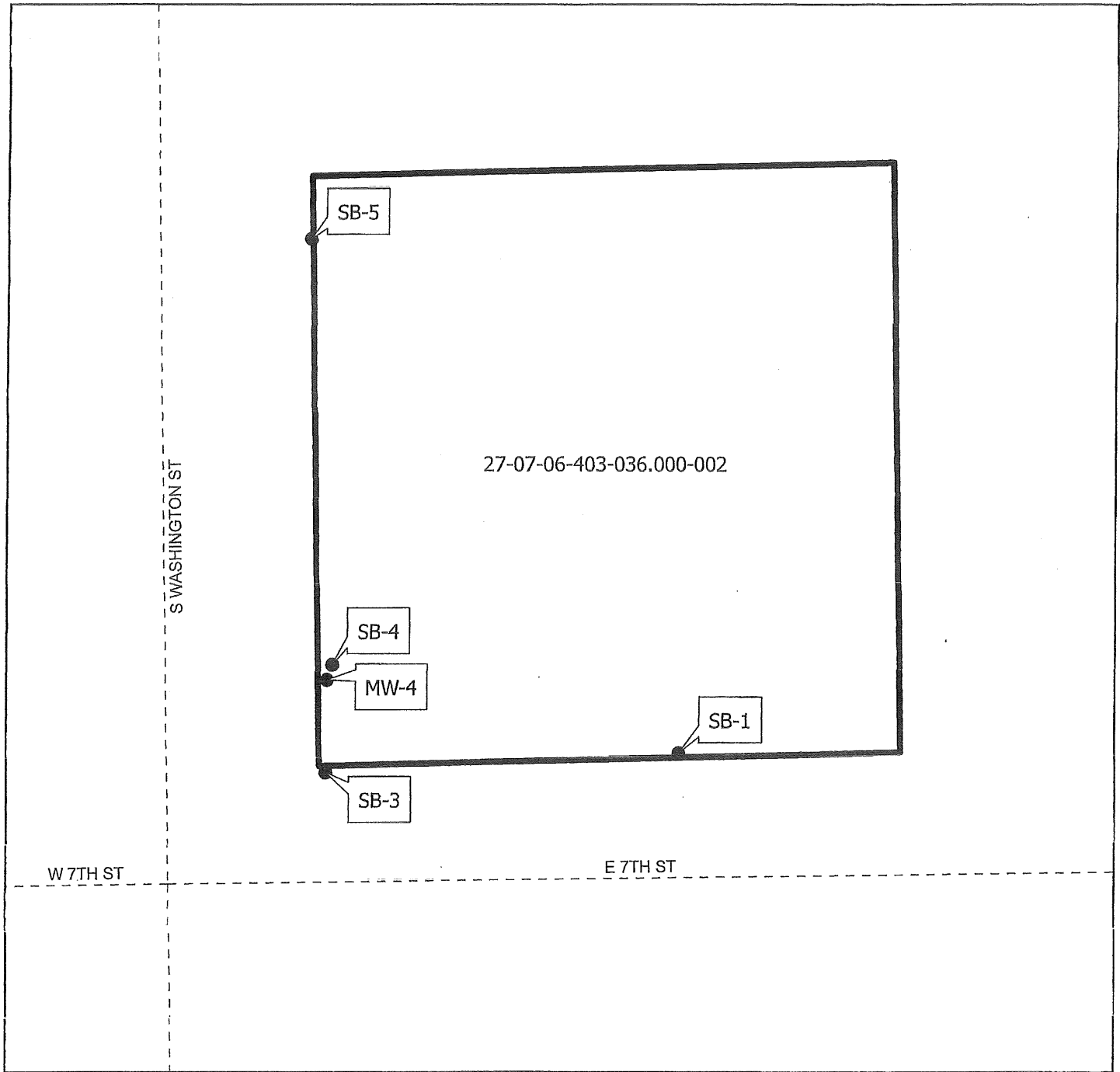
Notes: **bold** = above R2 Groundwater Published Level
ppb = parts per billion DUP = field duplicate

EXHIBIT E

Firestone Mastercare, Marion – BFD #4220804
Site Map Depicting Sampling Locations At Which
COCs Were Detected Above Applicable IDEM R2 Published Levels

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.

BFD 4220804 - Site Map Depicting Sample Location Where COCs Were Detected Above Applicable IDEM Risk-Based Closure Guide (R2) Published Levels



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, February 01, 2024

Real Estate: Indiana Special Warranty Deed – Instrument Number 2022-005413

Parcel Info: The Real Estate consists of Parcel Identification Number: 27-07-06-403-036.000-002

Sample Info: Sample Locations based on "Figure 6 – Groundwater Analytical Results Map" from the Phase II Environmental Site Assessment by SESCO group, dated 9/25/2023

PLSS Info: Section 6, T24N, R8E, Center Township, Grant County, Indiana

Property Info: 625 S Washington Street, Marion, Indiana

Disclaimer: This Map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purpose.

● SAMPLE LOCATION - - - STREET

▭ REAL ESTATE

Grant County

Project Area

0 10 20 40 Feet
 0 3 6 12 Meters