



126-kay

June 16, 2011

RECEIVED

Mr. Kay Ifekoya  
Indiana Department of Environmental Management  
Office of Land Quality  
100 North Senate Avenue, Room 1101  
Indianapolis, Indiana 46204

INDIANA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
OFFICE OF LAND QUALITY

**Re: Request for No Further Action Status  
2108 North Emerson Avenue, Indianapolis, Indiana  
IDEM Incident #: 2005-07512; Facility ID # 126**

Dear Mr. Ifekoya,

Please find attached an executed copy of an Environmental Restrictive Covenant (ERC) for the above referenced site as approved by the Indiana Department of Environmental Management (IDEM) in correspondence dated April 20, 2011. Based on the attached information, URS Corporation, (URS) is requesting that No Further Action Status be issued for the above referenced site.

Upon receipt of the No Further Action Status, the existing monitoring well network currently located on the subject property will be abandoned in accordance with 312 Indiana Administrative Code (IAC) 13-10-2.

Should you have any questions or require additional information, please contact the undersigned at (317) 532-5447 or Mr. Sam Brenneke of Shell Oil Products US at (636) 294-2171. Please also direct any written correspondence to Mr. Sam L. Brenneke, HSE-Environmental Services, Shell Oil Products US, 20945 South Wilmington Avenue, Carson, California 90810.

Sincerely,

**URS Corporation**

Kara K. Czechowski  
Senior Environmental Scientist  
Project Manager



**Environmental Restrictive Covenant**

THIS COVENANT is made this 11 day of MAY, 2011, by JK Oil Corporation, Rash Pal, 2108 North Emerson Avenue Indianapolis, IN 46219.

WHEREAS: Owner owns certain real estate in the County of Marion, Indiana, which is located at 2108 N. Emerson Avenue Indianapolis, IN 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 September 12, 2005, and recorded on October 4, 2005, as Deed Record 21340380100, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 0.48 acres and has also been identified by the county as parcel identification number A585634.

WHEREAS: A corrective action plan was prepared and implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum (collectively, "contaminants of concern" or "COCs") relating to the Shell branded retail gasoline station, which affected the Real Estate.

WHEREAS: The corrective action plan, which was approved by the Indiana Department of Environmental Management ("Department" or "IDEM"), provides that contaminants of concern will remain in the groundwater and soil of the Real Estate above the Department's closure levels for residential use and industrial / commercial use, provided that land use restrictions are implemented to protect human health and the environment. The known COCs include: Benzene, Total Petroleum Hydrocarbons – Gasoline Range Organics (TPH-GRO) and TPH-Diesel Range Organics (DRO).

WHEREAS: The corrective action plan and other related site documents are incorporated herein by reference and may be examined at the offices of the Department in the public file room. 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)). A map showing the Real Estate is attached hereto as "Exhibit B".

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

## I. RESTRICTIONS AND OBLIGATIONS

1. Restrictions. The Owner:
  - (a) Shall not use the Real Estate for residential purposes, including, but not limited to, daily child care or educational facilities for children (e.g., daycare centers for children or K-12 schools).
  - (b) Shall neither engage in nor allow the installation or use of groundwater wells on the Real Estate. There shall be no use of the groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, and industrial process or cooling. However, groundwater may be extracted as part of an environmental site investigation and/or remediation. If dewatering activities are to occur at the Real Estate, Owner shall have in place and implement a plan to address and ensure the appropriate handling, treatment and disposal of any extracted contaminants in the groundwater.
  - (c) Shall not use the Real Estate for purposes of growing food crops.
  - (d) May engage in excavation and construction activities, provided Owner restores the excavated area in such a manner that the remaining levels of contaminant concentrations do not present a threat to human health, as determined using the closure concentrations established under IDEM's Risk Integrated System of Closure ("RISC") Nonrule Policy Document (or its replacement) at the time of the excavation. Owner shall provide at IDEM's request any evidence (including sampling data) showing that the excavated and restored area does not represent such a threat. Contaminated soils that are excavated must be managed and disposed of in accordance with all applicable federal and state laws and regulations.
2. Zoning Notification. The Owner shall notify the Department within (10) days of learning of any zoning changes (pending or final) that would allow the Real Estate to be used for residential use.

## II. GENERAL PROVISIONS

3. 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 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.

4. Binding upon Future Owners. By taking title to the Real Estate, any subsequent owner agrees to comply with the restrictions and terms of this Covenant.
5. 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.
6. Written Notice of the Presence of Petroleum and Hazardous Substances. 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 May 13 2011, RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY ON May 13, 2011, INSTRUMENT NUMBER (or other identifying reference) 2005-07512 IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**

7. 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.
8. 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

9. Enforcement. Pursuant to IC 13-14-2-6(5) 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 demand 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

10. 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.
11. 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 Mairon County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

#### V. MISCELLANEOUS

12. 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.
13. 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.
14. Change in Law, Policy or Regulation. In the event that the Risk Integrated System of Closure ("RISC") is adopted by rule, modified, or superseded, or in the event of any other change in applicable law or regulations, this Covenant shall be interpreted so as to ensure the continuing validity and enforceability of the restrictions listed in paragraph 1. above. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning environmental restrictive covenants, closure levels, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
15. 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:

JK Oil Corporation  
Rash Pal  
2108 N. Emerson Avenue  
Indianapolis, IN

To Department:

IDEM, Office of Land Quality  
Remediation Services Branch  
100 North Senate Avenue  
IGCN 1101  
Indianapolis, IN 46204-2251  
Attn: Institutional Controls Registry

IDEM, Office of Land Quality  
100 N. Senate Avenue  
IGCN-Suite 1154  
Mail Code 67-18  
Indianapolis, IN 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.

16. 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.
  
17. Authority to Execute and Record. The undersigned person executing this Covenant on behalf of the Owner represents and certifies that he or she is duly authorized and has been fully empowered to execute and record, or have recorded, this Covenant.



**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL ESTATE**



Legal  
137297

21346380100

**This instrument prepared by:**

Dan A. White  
Shannon, Gracey, Ratliff & Miller, LLP  
1000 Ballpark Way, Suite 300  
Arlington, Texas 76011

**When recorded, return this Deed**

**And Tax Statements to:**

J.K. Oil Corp.  
Attn: Darshan Darrar  
2108 N. Emerson Ave.  
Indianapolis, IN 46219

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**SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT**

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THIS IS A DEED dated September 12, 2005, effective OCTOBER 4th, 2005, by **EQUILON ENTERPRISES LLC**, a Delaware limited liability company, with offices at 12700 Northborough, Ste. 100, Houston, Texas 77067, (herein called "Grantor") to **J K OIL CORP.**, an Indiana corporation with an address of 2108 N Emerson Ave, Indianapolis, Indiana 46219 (herein called "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property known as 2108 N Emerson Ave, in the City of Indianapolis, County of Marion, State of Indiana (the "Premises");

See attached Exhibit A for description

LESS AND EXCEPT: All right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease such portion of the Premises herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises;

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

SUBJECT to the following:

a) Encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the Premises.

512 \$ 509 / 9/4/05  
1 full

b) Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.

c) The lien for real property taxes for the current year, and any liens for special assessments which, as of the date hereof, are not due and payable.

d) Subject to Article f) below, for 10 years from the date of closing Grantee agrees that if the Premises is used for the sale of motor fuel, the motor fuel must be purchased from Grantor, or Grantor's successor or assigns, ("Brand Covenant") and the Station must be operated pursuant to the terms and conditions of the Supply Agreement, or its replacement.

e) Grantee shall use, improve, lease, sell, encumber or transfer the Premises subject to the Brand Covenant. Grantee may not assign its rights or obligations under the Brand Covenant without the prior written consent of Grantor. The Brand Covenant runs with the land or leasehold interest, as applicable, and will appear as a recorded item in the property records of the Premises, and is for the benefit of, and binds, the successors in interest and assigns of Grantee. Grantor's failure to enforce any breach of the Brand Covenant is not a waiver of the Brand Covenant or of any subsequent breach thereof. All purchasers, lessees, and possessors of all or any portion of the Premises and their respective heirs, successors, assigns will be deemed by their purchase, lease, or possession to be in accord with, and shall agree to the terms of, the Brand Covenant.

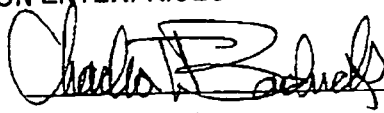
f) Grantee will be excused from complying with the Brand Covenant if Grantor elects to do a market withdrawal in accordance with the Petroleum Marketing Practices Act from a geographic area that includes the Premises.

g) If Grantee fails to comply with the Brand Covenant for any reason whatsoever, Grantor may pursue any and all actions to enforce the terms of the Brand Covenant and pursue any and all remedies available at law or in equity.

GRANTEE covenants, as part of consideration for this conveyance, that (a) there will be no basement on the Premises, (b) no potable drinking water well will be installed on the Premises, (c) an asphalt or concrete cap will be maintained on the Premises to prevent access to the native soils, (d) all soil or groundwater removed from the premises will be disposed of in accordance with all applicable environmental laws, statutes, rules and regulations, (e) Grantor may hereafter record against the Premises such No Further Remediation letters or similar documents (collectively "NFR Letters") issued by the government agency having jurisdiction over the Premises, and Grantee shall execute all documents and take all action necessary for the issuance and recording of such NFR Letters; provided, however, such NFR Letters do not contain any restrictions or limitations on the Premises greater than the restrictions contained in this deed or any restrictions otherwise applicable to the Premises, and (f) Grantor shall comply with all of the terms and conditions of such NFR Letters. This covenant shall run with the land, shall bind Grantee's heirs, administrators, executors, successors and assigns and shall inure to the benefit of Grantor's successors and assigns.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise

**EQUILON ENTERPRISES LLC**

By: 

Name: Charles T. Badrick


Title: Manager, Real Estate Contracts

Date: September 12, 2005

Tax I.D. #: 52-2074528

**AGREED AND ACCEPTED:**

**J K OIL CORP.**

By: 

Name: Rash Pal

Title: President

Date: 9-28-05, 2005

[Continued Next Page]

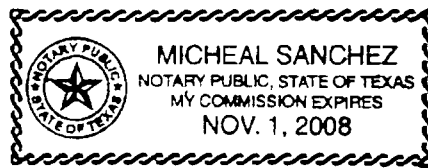
State of Texas            )  
                                  ) §  
County of Harris        )

Before me, a Notary Public in and for said County and State, personally appeared Charles T. Badrick, who is the Manager, Real Estate Contracts of EQUILON ENTERPRISES LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Special Warranty Deed with Restrictive Covenant, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of September, 2005.

Witness my hand and official seal.

  
NOTARY PUBLIC  
My commission expires:




State of INDIANA        )  
                                  ) §  
County of MARION     )

Before me, a Notary Public in and for said County and State, personally appeared Rash Pal, who is the President of J K OIL CORP., an Indiana corporation, who acknowledged the execution of the foregoing Special Warranty Deed with Restrictive Covenant, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27<sup>th</sup> day of SEPTEMBER, 2005.

Witness my hand and official seal.

  
NOTARY PUBLIC  
My commission expires:



MICHELLE D. STRINGER  
Comm. Exp: Oct. 18, 2006  
Johnson County Resident

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

Lot Numbered Fifteen (15) in Emerson Riley Addition, Amended, an Addition to the City of Indianapolis, Indiana, as per plat thereof recorded in Plat Book 26, page 177, in the Office of the Recorder of Marion County, Indiana.

EXCEPT: A parcel of land off the East side of a part of Lot Numbered Fifteen (15), in Emerson Riley Addition Amended, an Addition to the City of Indianapolis, Indiana, as per plat thereof recorded in Plat Book 26, page 81 and 177 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at a point of the Southeast corner of said Lot Numbered Fifteen (15) and running in a Westerly direction along the South line of said Lot Number Fifteen (15) a distance of 10.00 feet to a point; thence running in a Northeasterly direction a distance of 11.18 feet to a point on a line 5.00 feet West of and parallel to the East line of said Lot Numbered Fifteen (15); thence running in a Northerly direction along said parallel line a distance of 90.00 feet to a point; thence running in an Easterly direction on a line 100.00 feet North of and parallel to the South line of said Lot Number 15 a distance of 5.00 feet to a point on the East line of said Lot Number 15; thence running in a Southerly direction along the East line of said Lot Number 15 a distance of 100.00 feet to the point of beginning.

ALSO EXCEPT: A part of Lot Numbered Fifteen (15) in Emerson Riley Addition, Amended, an Addition to the City of Indianapolis, Indiana, as per plat thereof recorded in Plat Book 26, page 81 and 177, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the Northeast corner of said Lot Numbered Fifteen (15); thence Southerly along the East line of said Lot Numbered Fifteen (15), a distance of 60.00 feet; thence Westerly along a line 60.00 feet South of and parallel with the North line of said Lot Numbered Fifteen (15), a distance of 5.00 feet; thence Northerly on a line 5.00 feet West of and parallel with the East line of said Lot Number Fifteen (15), a distance of 60.00 feet to the North line of said Lot Numbered Fifteen (15); thence Easterly along the North line of said Lot Number Fifteen (15), a distance of 5.00 feet to the point of beginning.



# SALES DISCLOSURE FORM

State Form 46021 (R4/0-04)

Prescribed by Department of Local Government Finance  
Pursuant to IC 6-1.1-5.5

**PRIVACY NOTICE:** The telephone numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d).



## PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

PROPERTY TRANSFERRED

Parcel Number(s) (Show additional parcels on separate sheet if necessary.)

1 0 9 7 9 1 6

1 0 9 4 0 8 9

1 0 9 2 8 1 1

Acreage or Lot Size Part of Parcel (split)

\_\_\_\_\_. \_\_\_\_\_

\_\_\_\_\_. \_\_\_\_\_

\_\_\_\_\_. \_\_\_\_\_

Address  
2108 North Emerson Avenue

# of Parcels  
3

City, Town, or Post Office  
Indianapolis

State ZIP Code  
I N 4 6 2 1 9

Tax Billing Address (if other than property address)  
SAME AS ABOVE

City, Town, or Post Office

State ZIP Code

Legal Description  
A part of Lot 15 in Emerson Riley Addition, Amended, an Addition to the City of Indianapolis, Indiana

### Identify all conditions/items that apply

NOTE: If items 12-21 apply, filers are not subject to disclosure filing fee.

- 1-Buyer is an adjacent property owner
- 2-Vacant Land
- 3-Exchange for other real property ("Trade")
- 4-Seller Paid Points; amount if applicable  
\$ [ ] . [ ] [ ] [ ] . [ ] [ ] [ ]
- 5-Change planned in the primary use of the property? Describe in special circumstances.
- 6-Existence of family or business relationship between buyer and seller
- 7-Land Contract Dated: 07/27/2005
- 8-Personal property included in transfer; amount if applicable  
\$ [ ] . [ ] [ ] [ ] . [ ] [ ] [ ]
- 9-Significant physical changes to property between March 1 and date of sale
- 10-Non-Warranty deed; specify type \_\_\_\_\_
- 11-Partial interest. Describe in special circumstances.
- 12-Security interest documents such as mortgages or trust deeds.
- 13-Leases less than 90 years
- 14-Documents resulting from foreclosure, or express threat of foreclosure, divorce court order, condemnation, probate or other judicial proceedings.
- 15-Agreements and other documents for mergers, consolidations, and incorporations
- 16-Quitclaim deeds not serving as a source of title
- 17-Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
- 18-Transfer to a charity, not-for-profit or government institution
- 19-Transfer for no or discounted consideration, or gift
- 20-Rerecording to correct prior recorded document
- 21-Easements, Right-of-way grants

CONDITIONS

Contract Date (MM/DD/YYYY)  
0 7 / 2 7 / 2 0 0 5

Sales Price  
\$ [ ] [ ] [ ] . 9 0 0 . 0 0 0

Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

\_\_\_\_\_

SALES DATA



**INSTRUCTIONS**

Indiana law requires a sales disclosure form to be completed when a conveyance document (see definition below) is filed with the county auditor. The county auditor may not accept a conveyance if (1) the sales disclosure form is not included with the conveyance document; or (2) the sales disclosure form is incomplete. A person filing a sales disclosure form shall pay a fee of ten dollars (\$10.00) to the county auditor.

**PART 1: BUYER AND SELLER INFORMATION**

**Property Transferred Information.** Either the buyer/grantee or the seller/grantor should provide the parcel number(s) (including all dashes and decimals), full address, tax billing address, lot size, and legal description of the parcel(s) transferred. A legal description is especially important for metes and bounds descriptions and new parcels. If the transaction consists of more than three parcels, an additional list of parcel numbers and lot sizes must be attached to this document.

**Sales conditions/items.** The information in this section is used to determine sales characteristics, establish market value, determine applicability of the sale and for use in ratio or other studies. The appropriate circle or circles should be filled in for all conditions/items that apply to the sale. With regard to personal property (see definitions below), the buyer or seller must enter an estimated value of the personal property included in the sale. Similarly, the buyer and seller must enter the amount of seller paid points as applicable. Please note that while indicating that certain conditions/items will result in not paying a filing fee, the buyer/grantee or seller/grantor is still responsible for completing the form in full.

**Sales Data.** The date and sales price of the property transfer is to be printed in the spaces provided. Any unusual or special conditions of the sale that may affect the sales price or terms of the sales agreement should also be described.

**Seller/Grantor Information.** Seller(s)/grantor(s) are to provide the full name and address for seller(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The seller/grantor must also provide, if applicable, the name and telephone number of the title company that handled the transaction.

**Buyer/Grantee Information.** Buyer(s)/grantee(s) are to provide the full name and address for buyer(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The buyer/grantee must also indicate whether the property will be used as a residential primary residence.

**Signature and Verification.** The buyer/grantee, seller/grantor or their representatives must sign one (1) sales disclosure form, or if the parties do not agree on the information to be included on the completed form, each party must sign and file a separate form. If anyone other than the buyer/seller or an attorney of the buyer/seller is filling out the form, a properly executed Power of Attorney must be completed and attached. A person who knowingly and intentionally falsifies or omits any information required on this form commits a Class A infraction.

**PART 2: COUNTY AUDITOR RESPONSIBILITY**

The county auditor is responsible for collecting the filing fee as well as ensuring that all parties to the conveyance have completed and signed the form as required. The county auditor may not accept the sales disclosure statement if the statement is not signed by the buyer or seller. If the buyer or seller fails to completely fill out their designated portion of the form, the county auditor may not accept the conveyance document. The county auditor must also confirm the date the property was duly entered for transfer.

**PART 3: COUNTY ASSESSOR INFORMATION**

The county assessor is responsible for determining whether or not significant physical changes have been made to the property between March 1 and the date of sale. The county assessor is also responsible for entering property class or use codes, the proper department of local government finance taxing district number, the current assessed value, and neighborhood code information. The county assessor and/or other assessing officials are responsible for verifying the sale as well (note that verification is not required prior to submitting sales data to the DLGF). Sales disclosure forms provided in response to public records requests should not include phone numbers.

**Definitions**

**Conveyance Document** means any document, land sale contract, deed, quitclaim deed serving as a source of title, or other document presented for recording, that purports to transfer a real property interest for valuable consideration.

**Personal property** – items that are not attached (built-in or affixed) to the real estate (land and buildings). This might include items such as washers, dryers, window treatments, stoves and refrigerators. Other items considered personal property are boats and other vehicles, inventories (livestock, goods in process or for trade, or agricultural commodities) and machinery used in farming or manufacturing.



**EXHIBIT B**

Former Shell Gasoline Station  
 2108 N. Emerson Ave.  
 Indianapolis, IN 46218

**Table 1**  
**ERC Soil Analytical Data**

	Boring ID/Sample ID/Depth								Residential Migration to Groundwater	Industrial Migration to Groundwater
	DP-1* 10-12'	DP-2* 10-12'	DP-3* 8-10'	DP-4* 10-12'	DP-5* 12-14'	DP-6* 12-14'	MW-1* 5-7'			
<b>Date</b>	6/26/05						3/26/07			
<b>COC</b>	<b>(results ppm)</b>									
Benzene	<0.017	0.116	0.071	1.37	<0.019	<0.016	0.0202	<b>0.034</b>	<b>0.67</b>	
Toluene	<0.070	0.973	<0.063	0.512	<0.077	<0.064	0.0179	<b>12</b>	<b>240</b>	
Ethylbenzene	1.11	11.1	3.13	3.15	<0.077	<0.064	0.00811	<b>13</b>	<b>200</b>	
Xylenes	0.328	168	2.58	13.2	<0.077	<0.064	0.0138	<b>190</b>	<b>410</b>	
MTBE	<0.070	<0.060	<0.063	<0.063	<0.077	<0.064	0.0167	<b>0.35</b>	<b>5.6</b>	
TPH GRO	1.610	289	58	119	<7.5	<6.0	6.63	<b>120</b>	<b>1500</b>	
TPH DRO	295	53	27.6	126	46.9	<19.0	25.4	<b>230</b>	<b>2300</b>	

	Boring ID/Sample ID/Depth						Residential Migration to Groundwater	Industrial Migration to Groundwater
	MW-1* 14-16'	MW-6* 7-8'	MW-6* 14-16'	MW-7* 5-7'	MW-7* 14-16'	BD* (MW-7) 14-16'		
<b>Date</b>	3/26/07			3/27/07				
<b>COC</b>	<b>(results ppm)</b>							
Benzene	0.00349	0.00802	0.00545	0.00514	0.00164	0.00453	<b>0.034</b>	<b>0.67</b>
Toluene	0.00267	0.0124	0.00623	0.00825	0.000862	0.00566	<b>12</b>	<b>240</b>
Ethylbenzene	0.000875	0.00369	0.00140	0.00243	<0.000688	0.00117	<b>13</b>	<b>200</b>
Xylenes	<0.00252	0.00678	0.00267	0.00488	<0.00206	<0.00262	<b>190</b>	<b>410</b>
MTBE	<0.00840	<0.00801	<0.00789	<0.00764	<0.00688	<0.00873	<b>0.35</b>	<b>5.6</b>
TPH GRO	0.306	0.636	0.338	0.375	0.119	0.289	<b>120</b>	<b>1500</b>
TPH ERO	33.1	<6.23	23.7	23.9	44.3	44.5	<b>230</b>	<b>2300</b>

**BOLD** indicate concentrations exceed RISC Residential Default Closure Levels (RDCLs).

**BOLD and Italics** indicate concentrations exceed RISC Industrial Default Closure Levels (DCLS).

\*\*\*\* Indicates soil sample was saturated. Per Chapter 3 of Risc Users Guide dated 8/26/08, the PECs can only be calculated from unsaturated soils. Analytical results from saturated soils should not be compared to the Closure Levels.

Former Shell Gasoline Station  
 2108 N. Emerson Ave.  
 Indianapolis, IN

Table 1  
 ERC Groundwater Analytical Results

Sample Locations	Date Sampled	Groundwater Elevation Data (ft)	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
2004 RISC Guidance Residential Default Closure Levels			5	1,000	700	10,000	40
2004 RISC Guidance Industrial Default Closure Levels			52	8,200	10,000	20,000	720
MW-1	11/30/10	85.16	<b>124.1</b>	4.34	19.32	145.94	<2.5
	02/24/11	93.95	8.5	<1	15.4	<1	<1
MW-3	08/31/10	89.56	<b>136.8</b>	3.02	608.7	239.54	27.85
	11/30/10	83.91		Not Sampled - Insufficient Amount of Water			
	02/24/11	91.10	<b>129</b>	5.8	744	547	34.4
MW-4	03/03/10	89.98	<b>22.03</b>	<0.5	3.45	4.35	6.82

Results shown in **BOLD** exceed the IDEM 2004 RISC Guidance Residential Default Closure Levels  
 Results shown in *italics* exceed the IDEM 2004 RISC Guidance Industrial Default Closure Levels

DP-1	6/26/05
DEPTH	10-12'
TPH-GRO	1610
TPH-DRO	295
B:	<0.017
T:	<0.070
E:	1.11
X:	0.328
M:	<0.070

DP-2	6/26/05
DEPTH	10-12'
TPH-GRO	289
TPH-DRO	53
B:	0.116
T:	0.973
E:	11.1
X:	16B
M:	<0.060

MW-1	3/27/07
DEPTH	5-7' 14-16'
TPH-GRO	6.63 0.306
TPH-ERO	25.4 33.1
B:	0.0202 0.00349
T:	0.0179 0.00267
E:	0.00811 0.0008
X:	0.0138 <0.002
M:	0.0167 <0.0084

MW-7	3/27/07
DEPTH	5-7' 14-16'
TPH-GRO	0.375 0.119
TPH-ERO	23.9 44.3
B:	0.00514 0.00164
T:	0.0082 0.00086
E:	0.0024 <0.0006
X:	0.00488 <0.002
M:	<0.00764 <0.0068

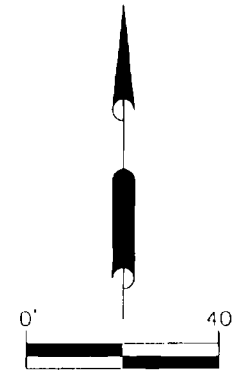
MW-6	3/27/07
DEPTH	7-8' 14-16'
TPH-GRO	0.636 0.338
TPH-ERO	<6.23 23.7
B:	0.00802 0.0054
T:	0.0124 0.0062
E:	0.00369 0.0014
X:	0.00678 0.0026
M:	<0.008 <0.0078

DP-6	6/26/05
DEPTH	12-14'
TPH-GRO	<6.0
TPH-DRO	<19.0
B:	<0.016
T:	<0.064
E:	<0.064
X:	<0.064
M:	<0.064

DP-5	6/26/05
DEPTH	12-14'
TPH-GRO	<7.5
TPH-DRO	46.9
B:	<0.019
T:	<0.077
E:	<0.077
X:	<0.077
M:	<0.077

DP-4	6/26/05
DEPTH	10-12'
TPH-GRO	119
TPH-DRO	126
B:	1.37
T:	0.512
E:	3.15
X:	13.2
M:	<0.063

DP-3	6/26/05
DEPTH	8-10'
TPH-GRO	58
TPH-DRO	27.6
B:	0.071
T:	<0.063
E:	3.13
X:	2.58
M:	<0.063



SCALE IN FEET

LEGEND:

- SUNOCO MONITORING WELL = MW-1
- MONITORING WELL = MW-1
- SOIL BORING = SB-3

SOIL DATA

MW-5	5/12/93	SAMPLE LOCATION	SAMPLE DATE
DEPTH	6-7.5' 23.5-25'		SAMPLE DEPTH (in feet)
TPH-GRO	<1.0 <1.0		CONCENTRATION (mg/kg)
TPH-DRO	<1.0 <1.0		
ANALYTICAL			

ANALYTE	DESCRIPTION:
B:	BENZENE
T:	TOLUENE
E:	ETHYLBENZENE
X:	XYLENES
M:	METHYL TERTIARY-BUTYL ETHER

- TPH-DRO: TOTAL PETROLEUM HYDROCARBONS-DIESEL RANGE ORGANICS
- TPH-ERO: TOTAL PETROLEUM HYDROCARBONS-EXTENDED RANGE ORGANICS
- TPH-GRO: TOTAL PETROLEUM HYDROCARBONS-GASOLINE RANGE ORGANICS

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**URS**

INDIANAPOLIS, INDIANA

EXHIBIT B: SOIL ANALYTICAL RESULTS

2108 N. EMERSON

INDIANAPOLIS, INDIANA

CLIENT: SHELL OIL PRODUCTS US

JOB NUMBER: 49233257

SCALE: 1" = 40'

FIGURE NUMBER

1

DATE

2/24/11

REV

0

