

13

Environmental Restrictive Covenant

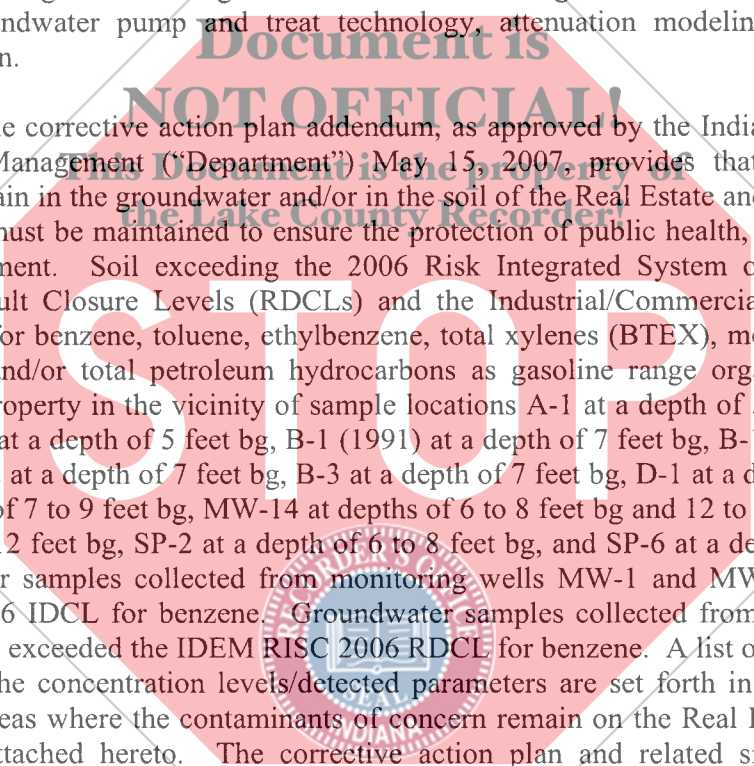
THIS COVENANT is made this 27th day of December, 2011, by Speedway LLC, 500 Speedway Drive, Enon, Ohio 45323 (together with his/her/its/their successors and assignees, collectively "Owner").

WHEREAS: Owner owns certain real estate in the County of Lake, Indiana, which is more particularly described in the attached Exhibit "A" and made a part hereof ("Real Estate"), which Real Estate was acquired by deed on August 25, 1988, and recorded on October 11, 1988, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately one acre and has also been identified by the county as parcel identification number 45-12-16-77-18-007.000-030. The Real Estate, to which this Covenant applies, is depicted on a map attached hereto as Exhibit B.

WHEREAS: A corrective action plan was prepared and implemented in accordance with IC 13-23, IC 13-24 and/or IC 13-25, and/or other applicable Indiana law as a result of a release of petroleum or regulated substances (collectively, "contaminants of concern") relating to the Speedway Station #7553, located at 98 West 73rd Street, Merrillville, Indiana, Facility ID Number 003522, Leaking Underground Storage Tank (LUST) Incident Number 199109516, which affected the Real Estate. Speedway LLC implemented certain response activities at the Real Estate, including the following: active remediation through the use of soil vapor extraction technology, groundwater pump and treat technology, attenuation modeling, and monitored natural attenuation.

WHEREAS: The corrective action plan addendum, as approved by the Indiana Department of Environmental Management ("Department") May 15, 2007, provides that contaminants of concern will remain in the groundwater and/or in the soil of the Real Estate and requires land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment. Soil exceeding the 2006 Risk Integrated System of Closure (RISC) Residential Default Closure Levels (RDCLs) and the Industrial/Commercial Default Closure Levels (IDCLs) for benzene, toluene, ethylbenzene, total xylenes (BTEX), methyl tertiary butyl ether (MTBE), and/or total petroleum hydrocarbons as gasoline range organics (TPH-GRO) remains on the property in the vicinity of sample locations A-1 at a depth of 5 feet below grade (bg), A-2/MW-1 at a depth of 5 feet bg, B-1 (1991) at a depth of 7 feet bg, B-1 (1992) at a depth of 10 feet bg, B-2 at a depth of 7 feet bg, B-3 at a depth of 7 feet bg, D-1 at a depth of 10 feet bg, MP-1 at a depth of 7 to 9 feet bg, MW-14 at depths of 6 to 8 feet bg and 12 to 14 feet bg, SP-1 at a depth of 10 to 12 feet bg, SP-2 at a depth of 6 to 8 feet bg, and SP-6 at a depth of 8 to 10 feet bg. Groundwater samples collected from monitoring wells MW-1 and MW-14 exceeded the IDEM RISC 2006 IDCL for benzene. Groundwater samples collected from monitoring wells MW-2 and RW-2 exceeded the IDEM RISC 2006 RDCL for benzene. A list of the contaminants of concern and the concentration levels/detected parameters are set forth in Table 1, attached hereto. Those areas where the contaminants of concern remain on the Real Estate are depicted on Exhibit B, attached hereto. The corrective action plan and related site documents are incorporated herein by reference and may be examined in the Department's Virtual file Cabinet (VFC) at <http://12.186.81.89/Pages/Public/Search.aspx>.

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FILED
DEC 27 2011
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

030254

NOW THEREFORE, Owner, hereby, in consideration for the promises contained herein and other good and valuable consideration imposes restrictions on the Real Estate and covenants and agrees that:

I. GENERAL PROVISIONS

1. Property Conveyance - Continuance of Provisions. The Owner shall prevent any conveyance of title, easement, or other interest in the Real Estate from being consummated without adequate and complete provision for compliance with the corrective action plan and prevention of exposure to contaminants of concern as described in paragraph 7, below.
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 or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control 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 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 the Real Estate, any subsequent owner agrees to comply with these restrictions and the 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 restrictions described in paragraph 7 are being maintained (and operated as applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment; this includes the right to take samples, monitor compliance with the corrective action plan, and inspect records.
5. Written Notice of the Presence of 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:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 2011, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON _____, 2011, 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 no later than thirty (30) days after any conveyance of any ownership

interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide Department with a certified copy of the instrument conveying any interest in any portion of the Real Estate and, if it has been recorded, its recording reference. Such notice shall also include the name and business address of the transferee.

II. RESTRICTIONS AND OBLIGATIONS

7. The Owner shall

- a) Not use the Real Estate for residential purposes, including, but not limited to, daily care facilities (e.g., daycare centers, schools, and senior citizen facilities).
- b) Neither engage in nor allow the installation or use of drinking water wells on the Real Estate. There shall be no consumptive, extractive, or other use of the groundwater underlying the Real Estate that could cause exposure of humans or animals to the groundwater underlying the Real Estate, other than for maintenance, site investigation and/or remediation purposes, without prior Department approval.
- c) Any removal, excavation or disturbance of soil from or within the Real Estate must be conducted in accordance with all applicable requirements of IOSHA/OSHA, and soil that is removed, excavated or disturbed from the Real Estate must be managed and disposed of in accordance with all applicable federal and state laws and regulations.

III. ENFORCEMENT

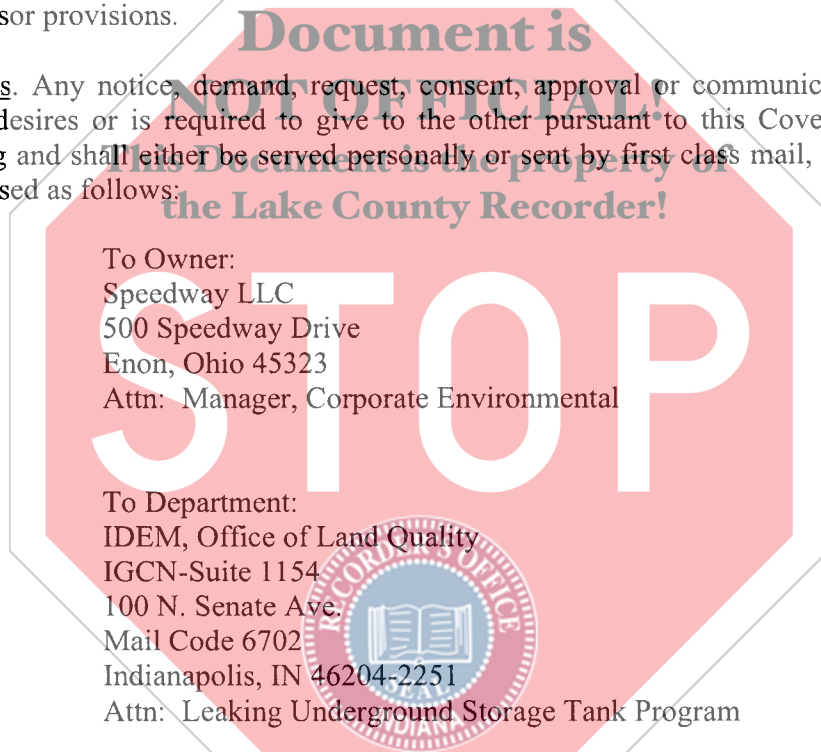
8. Enforcement. Pursuant to IC 13-14-2-6, the Department may proceed in court, by appropriate action to enforce this Covenant. Owner agrees that the restrictions are enforceable, and agrees not to challenge the appropriate court's jurisdiction.

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 except by written instrument executed between the Department and the owner of the Real Estate at the time of the proposed amendment, modification, or termination. Within ten (30) days of executing an amendment, modification, or termination of the Covenant, such amendment, modification, or termination shall be recorded with the Office of the Recorder of Lake County and within thirty (30) days after recording, a true copy of the recorded amendment, modification, or termination shall be presented 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 or Regulation. In the event that the Risk Integrated System of Closure ("RISC") is adopted by rule in Indiana, 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 7, above. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or policies for 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:
Speedway LLC
500 Speedway Drive
Enon, Ohio 45323
Attn: Manager, Corporate Environmental

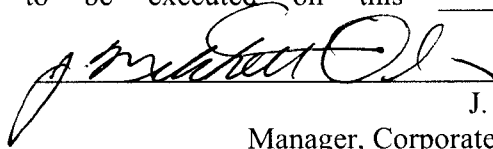
To Department:
IDEM, Office of Land Quality
IGCN-Suite 1154
100 N. Senate Ave.
Mail Code 6702
Indianapolis, IN 46204-2251
Attn: Leaking Underground Storage Tank Program

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 of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Liability. An Owner's rights and obligations under this instrument terminate upon transfer of the Owner's interest in the Real Estate, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
17. Authority to Execute and Record. The undersigned persons executing this Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute, record, and deliver this Covenant. Owner hereby attests to the accuracy of the statements in this document and all attachments.



IN WITNESS WHEREOF, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 2011.



J. Mitchell Oliver
Manager, Corporate Environmental
Speedway LLC


J.M.
12/19/11

STATE OF OHIO)
) SS:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Speedway LLC, a Delaware Limited Liability Company, by J. Mitchell Oliver, Manager, Corporate Environmental, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 19th day of December 2011.



Sally A. Scheuermann
Notary Public, State of Ohio
My commission Expires 6-16-2012



Sally A. Scheuermann

Document is NOT OFFICIAL!
This document is the property of the Lake County Recorder!
_____, Notary Public
Residing in Champaign County, Ohio

My Commission Expires June 16, 2012

This instrument prepared by:
Jeff G. Keifer, Environmental Representative
Speedway LLC
500 Speedway Drive
Enon, OH 45323

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.
Jeff G. Keifer, Environmental Representative
Speedway LLC, 500 Speedway Drive, Enon, OH 45323

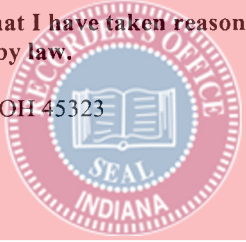
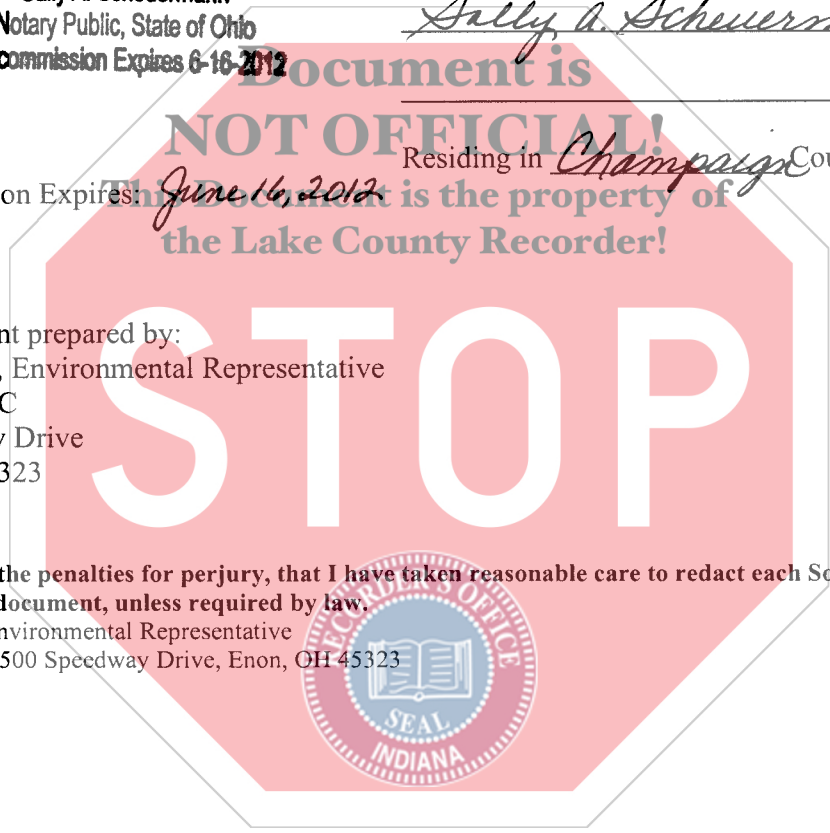


EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE



Return to in 2nd page

T&C: 5-IN-7743
MPC Unit No: 2349
EMC Unit No: 7553
Location: Merrillville, Indiana
S.R. 330 & Madison Street

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.
08-1N-000110
SEP 30 1988
KEY#15-113-19
Dennis M. Cantone
AUDITOR LAKE COUNTY

001478

SPECIAL WARRANTY DEED

MARATHON PETROLEUM COMPANY, formerly known as Marathon Oil Company and The Ohio Oil Company, an Ohio corporation, whose address is 539 South Main Street, Findlay, Ohio 45840, Grantor, for the consideration of Fifty-seven Thousand Five Hundred and no/100 Dollars (\$57,500.00) received to its full satisfaction of EMRO MARKETING COMPANY, a Delaware corporation, Grantee, whose TAX MAILING ADDRESS will be c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, conveys and warrants to said Grantee the following described real estate in the County of Lake and State of Indiana, to-wit:

Lot 4 and the West half of Lot 3 (except the East 25 feet thereof) of One (1) acre lots in Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

EXCEPTING THEREFROM: That part of Lot 4 and the West half of Lot 3 (except the East 25 feet thereof) of one (1) acre lots in Section 16, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying South of a line 40 feet North of the center line of State Route 330 and lying West of a line 40 feet East of the center line of Madison Street.

PRIOR INSTRUMENT REFERENCE: Book 1378, Page 333

This conveyance is made subject to taxes for the year 1988 and all subsequent years; all legal highways; zoning and building laws, ordinances and regulations, and violations of any of the foregoing; such a state of facts as an accurate survey might show; and to all restrictions, easements, rights-of-way, exceptions, reservations and conditions which are unrecorded or contained in prior instruments of record in the chain of title to the property conveyed hereby.

GRANTOR, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEE, all of GRANTOR's rights, title and interest, if any, in and to all roadways, streets, alleys, easements and rights-of-way adjacent to or abutting on the property above described.

GRANTOR covenants and warrants with GRANTEE that GRANTOR, its successors and assigns, shall warrant and defend the property unto the GRANTEE, its successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or under GRANTOR, but no other.

IN WITNESS WHEREOF, said corporation sets its hand this 25th day of August, 1988.

Signed and acknowledged in the presence of:

Janice L. Smith
James A. Kelley

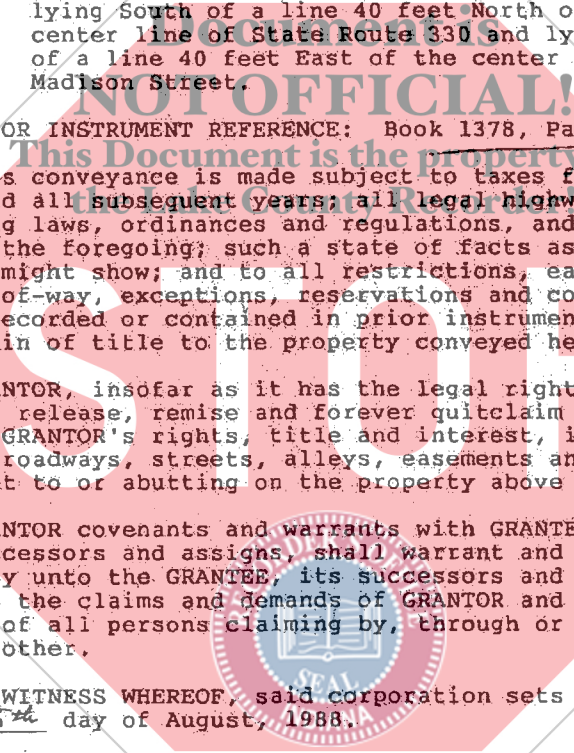
Marathon Petroleum Company

By: R. E. White
Name: R. E. White
Title: Vice President
Attest: W. J. Boney
Name: W. J. Boney
Title: Assistant Secretary

TWO TITLE INSURANCE
Crown Point, Indiana
FILED 10/06/88

OCT 11 9 5 AM '88

LILLIAN A. BLASTICK
RECORDER LAKE COUNTY
CROWN POINT INDIANA 46307



RECEIVED
OCT 06 1989



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STATE OF OHIO)
) SS.
COUNTY OF HANCOCK)

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Marathon Petroleum Company, an Ohio corporation, by R. E. White, its Vice President, and by W. J. Boney, its Assistant Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 25th day of August, 1988.

Kathleen R. Ralings
Notary Public

KATHLEEN R. RALINGS, Hancock County
Notary Public, State of Ohio
My Commission Expires July 27, 1991

My Commission Expires:

11-27-91

This Instrument
Prepared by:
R. Dalmaso, Attorney
539 South Main Street
Findlay, Ohio 45840

AFTER RECORDING
MAIL TO:

TIGOR TITLE INSURANCE CO.
175 South Third Street
Suite 270
Columbus, Ohio 43215
(Order No. 138-04644-36)

GRANTOR STATES THAT THERE IS NO INDIANA ADJUSTED GROSS INCOME TAX DUE AS A RESULT OF THIS TRANSACTION.

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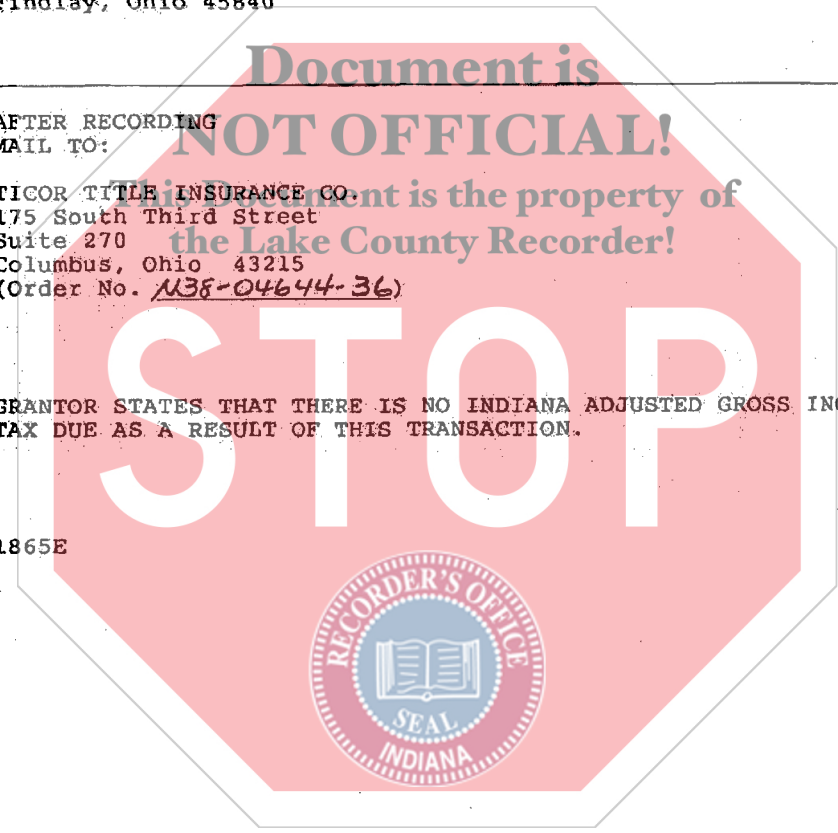
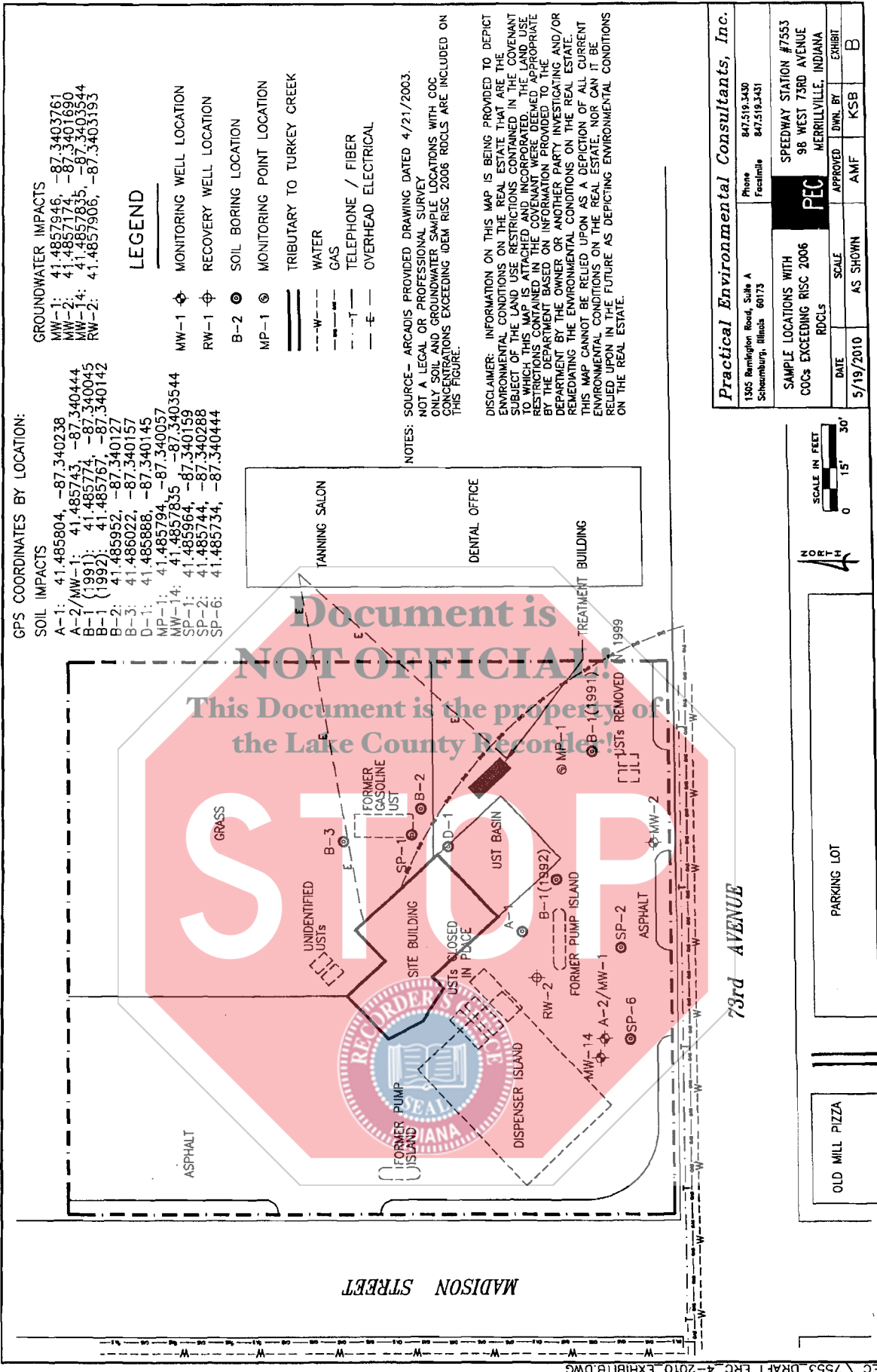


EXHIBIT B

MAP DEPICTING THE LOCATION OF THE CHEMICALS OF CONCERN





GPS COORDINATES BY LOCATION:

- SOIL IMPACTS**
 A-1: 41.485804, -87.340238
 A-2/MW-1: 41.485743, -87.340444
 B-1 (1991): 41.485774, -87.340045
 B-1 (1992): 41.485767, -87.340142
 B-2: 41.485952, -87.340127
 B-3: 41.486022, -87.340157
 D-1: 41.485888, -87.340145
 MP-1: 41.485794, -87.340057
 MW-14: 41.4857835, -87.3403544
 SP-1: 41.485964, -87.340159
 SP-2: 41.485744, -87.340288
 SP-6: 41.485734, -87.340444

- GROUNDWATER IMPACTS**
 MW-1: 41.4857946, -87.3403761
 MW-2: 41.4857174, -87.3401680
 MW-14: 41.4857835, -87.3403544
 RW-2: 41.4857906, -87.3403193

LEGEND

- MW-1 \oplus MONITORING WELL LOCATION
- RW-1 ϕ RECOVERY WELL LOCATION
- B-2 \odot SOIL BORING LOCATION
- MP-1 \odot MONITORING POINT LOCATION
- W--- WATER
- G--- GAS
- T--- TELEPHONE / FIBER
- E--- OVERHEAD ELECTRICAL
- TRIBUTARY TO TURKEY CREEK
- MONITORING WELL LOCATION
- RECOVERY WELL LOCATION
- SOIL BORING LOCATION
- MONITORING POINT LOCATION
- TRIBUTARY TO TURKEY CREEK
- WATER
- GAS
- TELEPHONE / FIBER
- OVERHEAD ELECTRICAL

NOTES: SOURCE - ARCADIS PROVIDED DRAWING DATED 4/21/2003.
 NOT A LEGAL OR PROFESSIONAL SURVEY
 ONLY SOIL AND GROUNDWATER SAMPLE LOCATIONS WITH COC
 CONCENTRATIONS EXCEEDING IDEM RISC 2006 RODCS ARE INCLUDED ON
 THIS FIGURE.

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 BY REFERENCE
 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.

Practical Environmental Consultants, Inc.	
1305 Ramington Road, Suite A Schaumburg, Illinois 60173	Phone 847.519.3430 Facsimile 847.519.3431
SAMPLE LOCATIONS WITH COCs EXCEEDING RISC 2006 RDCLS	PEC
DATE	SCALE
5/19/2010	AS SHOWN
APPROVED	DWN. BY
AMF	KSB
EXHIBIT	B



NOT TO SCALE



TABLE 1

**LIST OF CHEMICALS OF CONCERN AND CONCENTRATION LEVELS/DETECTED
PARAMETERS**



