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Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



ENVIRONMENTAL RESTRICTIVE COVENANT

LEDGE WALL QUARRY, LLC PROPERTY

THIS Environmental Restrictive Covenant ("ERC") is made this 20th day of September, 2017, by Ledge Wall Quarry, LLC, an Indiana limited liability company ("LWQ").

A. LWQ owns approximately 70 acres of real property in Monroe County, Indiana located on Hunter Valley Road in Bloomington, Indiana, State parcel identification numbers 53-05-30-400-014.002-004 and 53-01-21-260-000.000-004 and more particularly described in Exhibit A attached hereto ("Real Estate"). LWQ acquired this Real Estate by deed dated December 8, 2010, and recorded on December 23, 2010, as Instrument No. 2010019974 in the Office of the Recorder of Monroe County, Indiana.

B. The Real Estate is part of an area designated by the U.S. Environmental Protection Agency ("EPA") as the Bennett's Dump Superfund Site ("Site"). In September 1984, EPA placed the Site on its National Priorities List (40 C.F.R. part 300, Appendix B) pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") because the Site had been impacted by polychlorinated biphenyls ("PCBs"). In 1985, Westinghouse Electric Corporation, a predecessor to CBS Corporation ("CBS"), entered into a Consent Decree, as amended, with EPA, the Indiana Department of Environmental Management ("IDEM"), Monroe County and the City of Bloomington to remediate the Site.

C. As part of the Site remediation, certain groundwater is captured and treated on a parcel adjacent to the Real Estate. In addition, various components of the remedial measures on the Real Estate will need to be protected until all remedial work is completed. As a result, this ERC imposes certain restrictions on the use of portions of the Real Estate to ensure continued protection of human health and the environment. The Real Estate, and the remediation system components to be protected, are depicted and legally described in Exhibit B. The hazardous substances that are being addressed by the remedial measures and that will remain at the Real Estate are listed in Exhibit C.

D. Relevant documents relating to this remediation project and the Real Estate may be reviewed: (a) at IDEM's offices located at Indiana Government Center North, 100 N. Senate Ave., Indianapolis, Indiana, 46206, or by contacting IDEM at the noted address; (b) at EPA's offices located at 77 W. Jackson Boulevard, Chicago, Illinois, 60604; or (c) electronically by searching IDEM's Virtual File Cabinet through IDEM's web site (www.in.gov/idem/). The EPA identification number for the Site is EPA # IND006418651.

Definitions

"Owner" means at any given time the then-current title holder of fee simple title to the Real Estate or any portion thereof.

"EPA" means the U.S. Environmental Protection Agency, its successor entities, and those persons or entities acting on its behalf.

"IDEM" means the Indiana Department of Environmental Management, its successor entities, and those persons or entities acting on its behalf.

"CBS" means CBS Corporation, a Delaware corporation, formerly known as Westinghouse Electric Corporation and Viacom Inc., and successors by merger, purchase, consolidation or otherwise of all or substantially all of its business and assets.

Restrictions

Now, therefore, LWQ hereby covenants and declares that the Real Estate described in Exhibit A and depicted on Exhibit B is subject to the following restrictions and provisions and intends and declares that these restrictions, provisions and covenants shall run with the land and be binding upon each Owner and each Owner's Related Parties (as hereafter defined).

1. Restrictions. The following land use and activity restrictions shall hereafter apply to the Real Estate:
 - (a) For the Western Part of the Real Estate, there shall be no land use or activity restrictions.
 - (b) For the Central Part of the Real Estate:
 - i. There shall be no construction of wells or other devices on the Central Part of the Real Estate to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are part of the approved remediation system or are otherwise part of an environmental investigation or remediation activity.
 - ii. Unless approved in writing by CBS and EPA, there shall be no development or any other activities that would induce more surface or groundwater drainage to or from the Central Part of the Real Estate onto or from the adjacent CBS property (see Exhibit B).
 - iii. Unless approved in writing by CBS and EPA, there shall be no development or any other activities that would alter the water levels in Pit A and in the water-filled quarries Icebox Quarry, Wedge Quarry, Wedge Quarry South, Quarry A, Quarry B, and Quarry C (see Exhibit B) by inducing more flows either into or out of these features by pumping, filling, surface water diversion, or any other active or passive means.

iv. Unless approved in writing by CBS and EPA, there shall be no damage to, removal of, or interference with the following remediation system components on the Central Part of the Real Estate, which are depicted in Exhibit B:

- Passive Quarry Drain Piping
- Stouts Creek Culvert Pipes;
- Monitoring points, including monitoring well MW-1, piezometers PZ-L5 and PZ-LM5, and Pit A Stand Pipe.

(c) For the Eastern Part of the Real Estate:

i. Development or any other activity that alters the surface of the Eastern Part of the Real Estate must not result in a net increase in surface water drainage from the Eastern Part of the Real Estate onto the Central Part of the Real Estate. Plans for such development or other activity are subject to advanced review and approval by CBS and EPA and must ensure that net surface drainage volume from the Eastern Part of the Real Estate onto the Central Part of the Real Estate is not increased. CBS's approval shall not be unreasonably withheld or delayed.

2. Restrictions to Run with the Land. LWQ intends and declares that any future conveyance of the Real Estate will be subject to this ERC and that the restrictions and other requirements in this ERC shall run with the Real Estate, shall continue as a servitude running in perpetuity with the Real Estate, and shall be binding upon the current and all future Owners of the Real Estate and their successors, assigns, parents, affiliates, heirs, personal representatives and lessees and their respective authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties"). 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, and any such transfer, mortgage, lease, license, easement or other conveyance shall be subject to the ERC. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner, tenant, or Related Party of such Owner or tenant, agrees to comply with all of the restrictions set forth in paragraph 1 above, and with the other terms of this ERC.

3. Access: Each Owner and tenant thereof consents to CBS, IDEM and EPA and their designated representatives having the right and an easement to enter upon the Real Estate at reasonable times for the purpose of determining and monitoring compliance with this ERC and the effectiveness of the remedial action. This right of access also includes, but is not limited to, the right of CBS to perform any maintenance, monitoring or remediation activity necessary to maintain compliance with its obligations under the Consent Decree and Consent Decree amendment, and the right of CBS, IDEM and EPA to inspect the Real Estate, take samples, inspect records, and conduct periodic reviews of the remedial action. The provisions of this Section 3 shall not and do not abridge the rights or alter the obligations of LWQ and CBS, respectively, under that certain Grant of Access Easements

dated January 6, 2017 recorded as document number 2017000816 with the Monroe County, Indiana, Recorder of Deeds.

4. Notice for Future Conveyances. Owner agrees to include in any instrument, whether voluntary or involuntary, that conveys 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 Sept 25 2017, RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY ON 2017013547, 2017, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, AND CBS CORPORATION.

5. Change in Law or Regulation. In the event of any change in applicable law or regulations, this ERC 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 ERC be rendered unenforceable if Indiana's laws, regulations, or policies (including those for environmental restrictive covenants, closure levels, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
6. Notices. All notices and other communications made hereunder shall be in writing, shall be deemed to have been duly given on the date of delivery if delivered in person or the following day after being sent by overnight delivery by a nationally recognized overnight delivery service such as UPS or Federal Express, or three (3) business days after being mailed by U.S. certified mail (return receipt requested), and shall be addressed as follows (or to such other address as one of the following may advise by notice as provided herein):

To EPA:
U. S. Environmental Protection Agency -
Region 5
Attn: Director, Superfund Division
77 West Jackson Boulevard
Chicago, Illinois 60604

To CBS:
Dorothy Alke
CBS Corporation
20 Stanwix Street
Pittsburgh, Pennsylvania 15222

With a copy to:
Thomas H. Engle
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204-3535

To IDEM:
IDEM, Office of Land Quality
IGCN-Suite 1154
100 North Senate Avenue, Mail Code 65-45
Indianapolis, Indiana 46204-2251

In addition to sending notice to the persons above, all notices required by this ERC to be sent to CBS or the then-current Owner shall also be sent to its Registered Agent of record for the State of Indiana, if any, in accordance with the records of the Indiana Secretary of State.

7. Notice to CBS, EPA and IDEM of the Conveyance of Property. Each Owner agrees to provide notice to EPA, IDEM, and CBS 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), 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 ERC shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.
9. Enforcement. LWQ, on behalf of itself and its successors in title, intends and agrees that IDEM, pursuant to IND. CODE § 13-14-2-6 and also as a third party beneficiary, and EPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this ERC by specific performance or other legal action in a court of competent jurisdiction against any Owner. All remedies available hereunder shall be in addition to any and all other remedies at law or equity. CBS shall also have the right to enforce the provisions and restrictions set forth in this ERC. Damages alone are insufficient to compensate EPA, IDEM, or CBS if any Owner or its Related Parties breaches this ERC or otherwise defaults hereunder. As a result, if any Owner of the Real Estate, or any Owner's Related Parties, breaches this ERC or otherwise defaults hereunder, EPA, IDEM and CBS shall each have the right to demand and obtain specific performance and/or immediate injunctive relief to enforce this ERC in addition to and other remedies they may have at law or at equity.
10. Modification and Termination. This ERC shall only be amended, modified, or terminated with EPA's, IDEM's and CBS' prior written approval. CBS's approval shall not be unreasonably withheld or delayed. Any request to terminate this ERC, or to modify the restrictions herein, must be submitted in writing concurrently to EPA, IDEM and CBS at the addresses provided in paragraph 6 by the Owner of the Real Estate at the time of the proposed termination or modification. If EPA, IDEM and CBS all approve the request, the Owner of the Real Estate shall record such amendment, modification, or termination with the Office of the Recorder of Monroe County within thirty (30) days of receiving all approvals, and shall then provide a true copy of the recorded amendment, modification, or termination to EPA, IDEM and CBS within thirty (30) days after recordation.

11. Non-Waiver: No failure on the part of CBS, EPA, or IDEM at any time to require performance by any Owner of the Real Estate, or by any Owner's Related Party, of any term of this ERC shall be taken or held to be a waiver of such term or in any way affect CBS', EPA's or IDEM's rights to enforce such term, and no waiver on the part of CBS, EPA, or IDEM 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 ERC 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 ERC does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Severability. If any portion of this ERC 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 ERC shall remain in full force and effect as if such portion found invalid had not been included herein.
14. Incorporation of Exhibits. All exhibits attached hereto are incorporated into and made part of this ERC.
15. Authority to Execute and Record. The undersigned person executing this ERC represents and certifies that they have been duly authorized and fully empowered to execute and record, or have recorded, this ERC.
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 of such Owner and its Related Parties occurring prior to transfer shall survive transfer.

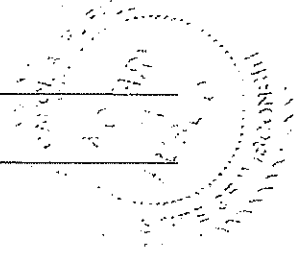
IN WITNESS WHEREOF, the Grantor, the said owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on the 20 day of September, 2017.

Ledge Wall Quarry, LLC
By: Rechel LLC, its Manager

By: Ronald W. Rechel
(Signature)

Name: Ronald W. Rechel

Title: Manager



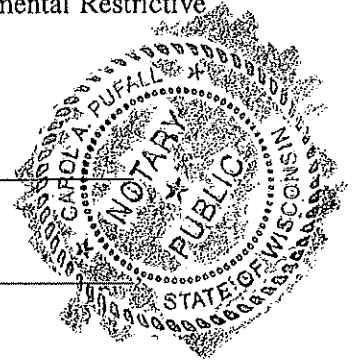
STATE OF Wis)
) SS:
COUNTY OF Ashland)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ronald W. Rechel, authorized representative of Rechel LLC, the Manager of Ledge Wall Quarry, LLC who acknowledged the execution of the foregoing Environmental Restrictive Covenant for and on behalf of said entity.

Witness my hand and Notarial Seal this 20 day of Sept., 2017.

Candice Puffell
(Signature)

Candice Puffell
(Printed Name)
Notary Public



Residing in Ashland County, WI

My Commission Expires:
11-20-2020

This instrument prepared by Thomas H. Engle, Barnes & Thornburg, LLP, 11 South Meridian Street, Indianapolis, Indiana, 46204.

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.. Thomas H. Engle

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Ledge Wall Quarry Property

Whole Property

Lots 2A and 2B of the Bennetts Quarry Major Subdivision, as per plat thereof, recorded on January 4, 2017 as instrument no. 2017000137 in the Office of the Recorder of Monroe County, Indiana.

Western Part

A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 1 WEST, BLOOMINGTON TOWNSHIP, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BENNETTS QUARRY MAJOR SUBDIVISION FINAL PLAT; THENCE SOUTH 14 DEGREES 36 MINUTES 42 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) 682.02 FEET TO THE PERIMETER OF LOT 2 OF SAID PLAT, THE NEXT (5) COURSES ARE ALONG SAID PERIMETER; (1) THENCE NORTH 83 DEGREES 21 MINUTES 44 SECONDS WEST 197.07 FEET; (2) THENCE NORTH 88 DEGREES 07 MINUTES 01 SECOND WEST 375.25 FEET; (3) THENCE NORTHWESTERLY 800.21 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1759.86 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 75 DEGREES 05 MINUTES 26 SECONDS WEST 793.34 FEET; (4) THENCE NORTH 00 DEGREES 41 MINUTES 13 SECONDS WEST 364.35 FEET; (5) THENCE NORTH 59 DEGREES 13 MINUTES 43 SECONDS EAST 1260.20 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTH 08 DEGREES 24 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE 594.72 FEET TO THE POINT OF BEGINNING, CONTAINING 24.02 ACRES, MORE OR LESS.

Central Part

A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 1 WEST, BLOOMINGTON TOWNSHIP, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN BENNETTS QUARRY MAJOR SUBDIVISION FINAL PLAT; THENCE NORTH 89 DEGREES 21 MINUTES 55 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE NORTH LINE THEREOF 500.42 FEET; THENCE SOUTH 13 DEGREES 54 MINUTES 27 SECONDS EAST 1379.58 FEET TO THE PERIMETER OF SAID LOT 2, THE NEXT (2) COURSES ARE ALONG THE PERIMETER OF SAID LOT 2; (1) THENCE SOUTH 80 DEGREES 10 MINUTES 38 SECONDS WEST 643.34 FEET; (2) THENCE NORTH 83 DEGREES 21 MINUTES 44 SECONDS WEST 182.23 FEET; THENCE NORTH 14 DEGREES 36 MINUTES 42 SECONDS WEST 682.02 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID PLAT, THE NEXT (9) COURSES ARE ALONG THE PERIMETER OF SAID LOT 1; (1) THENCE SOUTH 72 DEGREES 21 MINUTES 30 SECONDS EAST 203.52 FEET; (2)

THENCE NORTH 75 DEGREES 55 MINUTES 07 SECONDS EAST 118.08 FEET; (3)
THENCE NORTH 12 DEGREES 20 MINUTES 47 SECONDS EAST 63.40 FEET; (4)
THENCE NORTH 14 DEGREES 04 MINUTES 53 SECONDS WEST 82.63 FEET; (5)
THENCE NORTH 28 DEGREES 58 MINUTES 24 SECONDS EAST 250.24 FEET; (6)
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 235.82 FEET; (7)
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 199.04 FEET; (8)
THENCE NORTH 90 DEGREES 00 MINUTE 00 SECONDS WEST 53.97 FEET; (9)
THENCE NORTH 00 DEGREES 00 MINUTES 00 DEGREES 235.23 FEET TO THE POINT
OF BEGINNING, CONTAINING 18.73 ACRES, MORE OR LESS.

Eastern Part

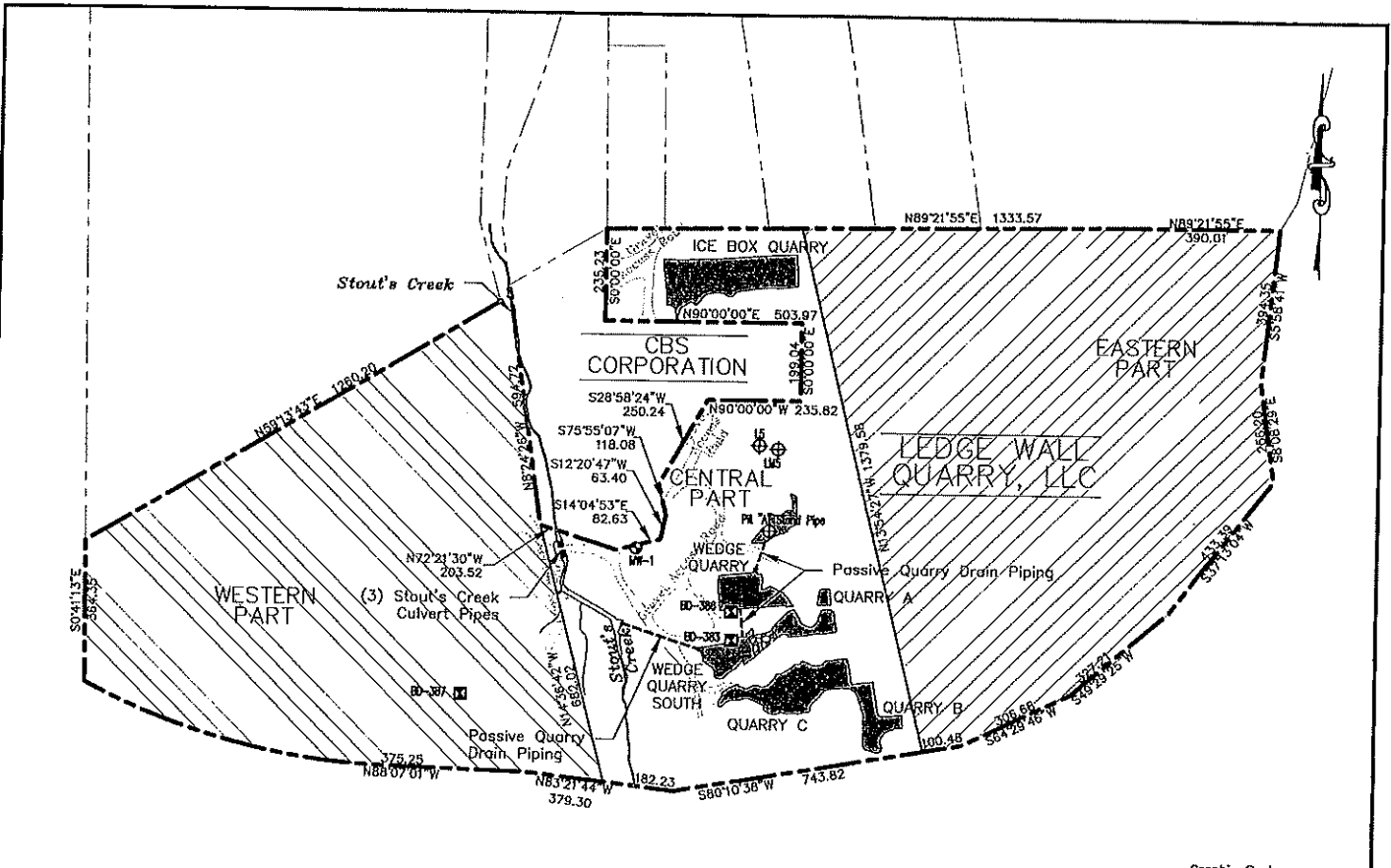
A PART OF THE NORTHEAST QUARTER OF SECTION 30 AND A PART OF THE
NORTHWEST QUARTER OF SECTION 29, BOTH IN TOWNSHIP 9 NORTH, RANGE 1
WEST, BLOOMINGTON TOWNSHIP, MONROE COUNTY, INDIANA, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 IN BENNETTS QUARRY
MAJOR SUBDIVISION FINAL PLAT, THE NEXT 6 COURSES ARE ALONG THE
PERIMETER OF SAID LOT 2; (1) THENCE SOUTH 05 DEGREES 58 MINUTES 41
SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) 394.35 FEET; (2) THENCE
SOUTH 08 DEGREES 08 MINUTES 29 SECONDS EAST 256.20 FEET; (3) THENCE
SOUTH 37 DEGREES 13 MINUTES 04 SECONDS WEST 433.39 FEET; (4) THENCE
SOUTH 49 DEGREES 29 MINUTES 25 SECONDS WEST 327.21 FEET; (5) THENCE
SOUTH 64 DEGREES 29 MINUTES 46 SECONDS WEST 306.68 FEET; (6) THENCE
SOUTH 80 DEGREES 10 MINUTES 38 SECONDS WEST 100.48 FEET; THENCE NORTH
13 DEGREES 54 MINUTES 27 SECONDS EAST 1379.58 FEET TO THE NORTH LINE OF
SAID LOT 2; THENCE NORTH 89 DEGREES 21 MINUTES 55 SECONDS EAST ALONG
SAID NORTH LINE 1223.16 FEET TO THE POINT OF BEGINNING, CONTAINING 27.07
ACRES, MORE OR LESS.

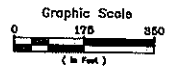
EXHIBIT B

SITE MAP WITH REMEDIATION SYSTEMS COMPONENTS

- **Ledge Wall Quarry Property (Western, Central, and Eastern Parts) with the following features identified:**
 - Pit A
 - Water-filled quarries, including Icebox Quarry, Wedge Quarry, Wedge Quarry South, Quarry A, Quarry B, Quarry C, and Un-named Quarries east of Stout's Creek
 - Passive Quarry Drain Piping
 - Stout's Creek Culverts;
 - Monitoring points, including monitoring well MW-1, piezometers PZ-L5 and PZ-LM5, and Pit A Stand Pipe.



9/6/2017 8:35 AM -- ACAD-30500.102 -- CBS - BQ ERC -- LEDGE WALL-SBA-BLR.dwg



- ☒ Survey Control Point
- ⊕ Monitoring well
- ⊕ Piezometer or Stand Pipe
- ⊕ Spring

- LEGEND**
- Property Line
 - Passive Quarry Drain Piping
 - Water-Filled Quarries

- Boundary Line for Western, Central & Eastern Parts
- ▨ Western Part
- ▨ Central Part
- ▨ Eastern Part

ERC EXHIBIT B		
LEDGE WALL QUARRY, LLC Bennett's Dump Bloomington, Indiana		
Drawn By: RLR	Date: 9/5/17	Scale: As Shown

EXHIBIT C

LIST OF SIGNIFICANT CONTAMINANTS OF CONCERN

Polychlorinated Biphenyls:

- Aroclor 1016
- Aroclor 1221
- Aroclor 1232
- Aroclor 1242
- Aroclor 1248
- Aroclor 1254
- Aroclor 1260