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Tx:4020672

STATE OF MICHIGAN
MASON COUNTY, MI
04/22/2022
2022R02719


REAL ESTATE
TRANSFER TAX
 33.00 CO
 225.00 ST
 TX # 4020672

2022R02719
STATE OF MICHIGAN COUNTY OF MASON
RECORDED ON
04/22/2022 01:09 PM
DIANE L. ENGLEBRECHT
REGISTER OF DEEDS
PAGES: 7

THIS DOCUMENT PREPARED BY:

Brooks Marro, Esq.
 Seyfarth Shaw LLP
 1075 Peachtree Street, NE
 Suite 2500
 Atlanta, GA 30309

Tax ID Number: 001-017-038-00

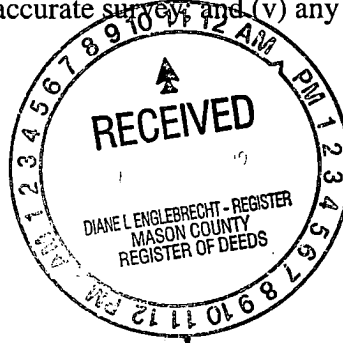
COVENANT DEED

7

SPEEDWAY LLC, a Delaware limited liability company (formerly known as Speedway SuperAmerica LLC, a Delaware limited liability company, successor-by-merger to Emro Marketing Company, a Delaware corporation), with a principal address of 500 Speedway Drive, Enon, Ohio 45323 ("Grantor"), hereby **GRANTS, BARGAINS, CONVEYS AND SELLS** to ZIMMERMAN LAND CO., LTD., an Ohio limited liability company, with a principal address of 186 Free Road, Shiloh, Ohio 44878, Attn: Mary Jane Zimmerman ("Grantee"), for the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00), the real property located in the City of Ludington, Township of Amber, County of Mason, State of Michigan and more fully described on **Exhibit A** attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, to Grantee, its successors and assigns, forever. GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said land; Grantor has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and Grantor hereby **SPECIALLY WARRANTS AND AGREES TO FOREVER DEFEND** the Property against all persons lawfully claiming the same by, through or under it, but not otherwise,

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all covenants, conditions, restrictions, servitudes, liens, reservations, easements, rights-of-way, declarations, encumbrances and other matters of record or to which reference is made in the public records; (iii) zoning and other regulatory laws and ordinances affecting the Property; (iv) matters that would be disclosed by an accurate survey; and (v) any plat affecting the Property ("Conditions").



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The payment of current ad valorem taxes on the Property having been prorated to the date hereof, the payment thereof is assumed by Grantee.

Invalidation of any one provision herein by judgment or court order shall in no way affect any other provision.

GRANTEE, BY ITS ACCEPTANCE OF THIS CONVEYANCE, HEREBY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH STUDIES AS IT DEEMS NECESSARY OR APPROPRIATE TO FULLY INFORM GRANTEE REGARDING THE CONDITION OF THE PROPERTY, AND GRANTEE AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE. IN ADDITION, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTOR, NRC REALTY & CAPITAL ADVISORS, LLC AND THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS (COLLECTIVELY, "RELEASED PARTIES") THAT PARTICIPATED IN ASSEMBLING AND DISTRIBUTING CERTAIN INFORMATION AND DOCUMENTATION IN CONNECTION WITH THE SALE OF THE PROPERTY MAY NOT HAVE COMPLETE KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THIS DEED, GRANTEE ACKNOWLEDGES AND AFFIRMS THAT NONE OF THE RELEASED PARTIES HAVE MADE, AND GRANTOR HEREBY DISCLAIMS, ANY WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, (I) WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY OR ITS CONSTRUCTION, (II) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES (HEREINAFTER DEFINED) AT THE PROPERTY, (III) ANY OPERATIVE OR PROPOSED GOVERNMENTAL LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, ZONING, ENVIRONMENTAL AND LAND USE LAWS AND REGULATIONS) TO WHICH THE PROPERTY MAY BE SUBJECT, (IV) THE EXTENT OF ANY RIGHT-OF-WAY, LEASE, EASEMENT, LICENSE, RESERVATION OR CONDITION IN CONNECTION WITH THE PROPERTY AND (V) THE DEVELOPMENT POTENTIAL OR THE FITNESS OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTEE ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT WITHOUT RELIANCE ON ANY MATERIALS PROVIDED BY THE RELEASED PARTIES AND ON THE BASIS OF ITS OWN REVIEW AND INVESTIGATIONS OF THE APPLICABILITY AND EFFECT OF SUCH LAWS AND REGULATIONS, AND GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTEE, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES AND DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY RELATED TO THE CONDITION OF THE PROPERTY EXCEPT AS EXPRESSLY STATED HEREIN.

The Property is being conveyed by Grantor to Grantee subject to the following restrictive covenant, which shall be a covenant running with the land and shall be binding on Grantee and its successors and assigns and inure to the benefit of Grantor and its successors and assigns. Neither Grantee nor its successors, assigns or legal representatives, lessees, or sublessees, shall conduct or permit the conduct on the Property of, and no portion of the Property shall be used for (a) a grocery or convenience store selling at retail any food or food products, dairy products, beer, or wine or other

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alcoholic beverages for consumption off the premises or (b) the sale of motor fuels and petroleum products.

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 9 OF THE PURCHASE AND SALE AGREEMENT DATED 1/29/2022, BY AND BETWEEN GRANTOR AND GRANTEE (AS AMENDED OR MODIFIED, THE "PURCHASE AGREEMENT"), SUBSECTIONS (A) THROUGH (C) BELOW SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON GRANTEE AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, FUTURE OWNERS OF ALL (OR ANY PORTION) OF THE PROPERTY, AND INURE TO THE BENEFIT OF GRANTOR AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE. THE INTENTION OF GRANTOR AND GRANTEE IS THAT SAID COVENANTS SHALL LAST IN PERPETUITY. IF REQUESTED BY GRANTOR, GRANTEE OR THE THEN OWNER(S) OF THE PROPERTY, BY ITS ACCEPTANCE OF A DEED FOR ALL OR A PORTION OF THE PROPERTY, AGREE TO EXECUTE SUCH DOCUMENTATION OR TAKE SUCH ACTION AS GRANTOR MAY REASONABLY REQUEST TO CONFIRM OR OTHERWISE GIVE EFFECT TO SUCH COVENANTS.

A. HAZARDOUS SUBSTANCES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE HEREBY ASSUMES LIABILITY FOR, AND AGREES TO TAKE ALL ACTIONS REQUIRED BY LAW RELATING TO, ALL ENVIRONMENTAL OBLIGATIONS OR LIABILITIES, INCLUDING REMEDIATION OBLIGATIONS AND THIRD PARTY CLAIMS, ARISING FROM ENVIRONMENTAL CONDITIONS OR HAZARDOUS SUBSTANCES EXISTING ON OR BENEATH THE PROPERTY AS OF THE EFFECTIVE DATE, INCLUDING, BUT NOT LIMITED TO: (I) ANY VIOLATION OR ALLEGED VIOLATION OF, OR LIABILITY OR ALLEGED LIABILITY UNDER, ANY LOCAL, STATE OR FEDERAL LAW, RULE OR REGULATION OR COMMON LAW DUTY PERTAINING TO HUMAN HEALTH, NATURAL RESOURCES OR THE ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. §9601 ET SEQ.), ("CERCLA") THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. §6901 ET SEQ.), THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. §1251 ET SEQ.), THE CLEAN AIR ACT (42 U.S.C. §7401 ET SEQ.), THE EMERGENCY PLANNING AND COMMUNITY-RIGHT-TO-KNOW ACT (42 U.S.C. §11001 ET SEQ.), THE ENDANGERED SPECIES ACT (16 U.S.C. §1531 ET SEQ.), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §2601 ET SEQ.), THE OCCUPATIONAL SAFETY AND HEALTH ACT (29 U.S.C. §651 ET SEQ.) AND THE HAZARDOUS SUBSTANCES TRANSPORTATION ACT (49 U.S.C. §1801 ET SEQ.), AND THOSE RELATING TO LEAD BASED PAINT (AS HEREINAFTER DEFINED) AND THE REGULATIONS PROMULGATED PURSUANT TO SAID LAWS, ALL AS AMENDED FROM TIME TO TIME (COLLECTIVELY, "ENVIRONMENTAL LAWS"), RELATING TO OR AFFECTING THE PROPERTY, WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF THE GRANTOR; (II) THE PRESENCE, RELEASE OR THREAT OF RELEASE OF OR EXPOSURE TO ANY HAZARDOUS, TOXIC OR HARMFUL SUBSTANCES, WASTES, MATERIALS, POLLUTANTS OR CONTAMINANTS (INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ASBESTOS-CONTAINING MATERIALS, POLYCHLORINATED BIPHENYLS, PETROLEUM OR PETROLEUM PRODUCTS OR BYPRODUCTS, FLAMMABLE EXPLOSIVES, RADIOACTIVE MATERIALS, PAINT CONTAINING MORE THAN .05% LEAD BY DRY WEIGHT ("LEAD BASED PAINT"),

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INFECTIOUS SUBSTANCES OR RAW MATERIALS WHICH INCLUDE HAZARDOUS CONSTITUENTS) OR ANY OTHER SUBSTANCES OR MATERIALS WHICH ARE INCLUDED UNDER OR REGULATED BY ENVIRONMENTAL LAWS (COLLECTIVELY, "HAZARDOUS SUBSTANCES") OR ANY TOXIC MOLD OR FUNGUS OF A TYPE THAT MAY POSE A RISK TO HUMAN HEALTH OR THE ENVIRONMENT OR WOULD NEGATIVELY IMPACT THE VALUE OF THE PROPERTY ("TOXIC MOLD"), ON, IN, UNDER OR AFFECTING ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS, REGARDLESS OF WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF GRANTOR; (III) ANY TRANSPORT, TREATMENT, RECYCLING, STORAGE, DISPOSAL OR ARRANGEMENT THEREFOR OF HAZARDOUS SUBSTANCES WHETHER ON THE PROPERTY, ORIGINATING FROM THE PROPERTY, OR OTHERWISE ASSOCIATED WITH THE GRANTEE OR ANY OPERATIONS CONDUCTED ON THE PROPERTY AT ANY TIME; OR (IV) ANY ENVIRONMENTAL INVESTIGATION, ASSESSMENT, AUDIT OR REVIEW CONDUCTED IN CONNECTION WITH THE PROPERTY OR THE OPERATIONS CONDUCTED AT ANY TIME THEREON, INCLUDING, WITHOUT LIMITATION, THE COST OF ASSESSMENT, INVESTIGATION, CONTAINMENT, REMOVAL AND/OR REMEDIATION OF ANY AND ALL HAZARDOUS SUBSTANCES OR TOXIC MOLD FROM ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS, THE COST OF ANY ACTIONS TAKEN IN RESPONSE TO THE PRESENCE, RELEASE OR THREAT OF RELEASE OF ANY HAZARDOUS SUBSTANCES OR TOXIC MOLD ON, IN, UNDER OR AFFECTING ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS TO PREVENT OR MINIMIZE SUCH RELEASE OR THREAT OF RELEASE SO THAT IT DOES NOT MIGRATE OR OTHERWISE CAUSE OR THREATEN DANGER TO PRESENT OR FUTURE PUBLIC HEALTH, SAFETY, WELFARE OR THE ENVIRONMENT, AND COSTS INCURRED TO COMPLY WITH ENVIRONMENTAL LAWS IN CONNECTION WITH ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS. IT IS ACKNOWLEDGED AND AGREED THAT THE PURCHASE PRICE OF THE PROPERTY REFLECTS THE CONDITION OF THE PROPERTY.

B. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE WILL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY GRANTOR, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, ACTIONS, LIABILITIES, ATTORNEY'S FEES, DAMAGES, LOSSES, PENALTIES, FINES AND INTEREST OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITING THE FOREGOING, DEATH OF OR INJURY TO PERSONS AND DAMAGE TO PROPERTY), ACTUALLY OR ALLEGEDLY RESULTING FROM OR CONNECTED WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR FROM THE OMISSION OR COMMISSION OF ANY ACT, LAWFUL OR UNLAWFUL, BY GRANTEE OR ITS AGENTS OR EMPLOYEES, WHETHER OR NOT SUCH ACT IS WITHIN THE SCOPE OF THE EMPLOYMENT OF SUCH AGENTS OR EMPLOYEES, OR FROM LEAKS, SEEPAGE, SPILLS OR OTHER LOSS OF MOTOR FUELS OR OTHER TOXIC POLLUTANTS AT THE PROPERTY.

C. WAIVER AND RELEASE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE HEREBY (I) WAIVES, RELINQUISHES AND RELEASES THE GRANTOR FROM ALL COSTS BY REASON OF OR ARISING OUT OF ANY ENVIRONMENTAL CONDITIONS AT THE PROPERTY, KNOWN OR UNKNOWN, PRESENTLY EXISTING OR ARISING IN THE FUTURE; AND (II) SHOULD ANY INVESTIGATION, ASSESSMENT, CLEAN-UP, REMEDIATION OR REMOVAL OF

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HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE EFFECTIVE DATE, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF GRANTEE. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SUBSECTION. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, GRANTEE COVENANTS AND AGREES THAT IN NO EVENT SHALL IT COMMENCE ANY ACTION OR MAKE ANY CLAIM AGAINST GRANTOR, ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES AND ASSIGNS, OR ANY FORMER OWNER OR OPERATOR OF THE PROPERTY WHICH IN ANY WAY RELATES TO THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTY, INCLUDING ANY CLAIM FOR PROPERTY DAMAGE OR DIMINUTION OF PROPERTY VALUE BY REASON OF PETROLEUM CONTAMINATION AT, ON UNDER OR EMANATING FROM THE PROPERTY, INCLUDING ANY RIGHT OF CONTRIBUTION UNDER CERCLA, AND GRANTEE HEREBY RELEASES GRANTOR FROM ALL SUCH CLAIMS. IT IS ACKNOWLEDGED AND AGREED THAT THE PURCHASE PRICE OF THE PROPERTY REFLECTS THE CONDITION OF THE PROPERTY.

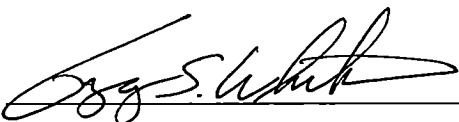
NOTICE: The interest conveyed hereby is subject to certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenant dated July 2, 2010 and recorded July 16, 2010 in the Registry of Deeds of Michigan County, Michigan as Instrument No. 2010R03853 (the "Declaration"). By acceptance of this conveyance, Grantee acknowledges and agrees that it has been provided a copy of the Declaration and Grantee's use of the Property shall be subject to the terms and conditions of the Declaration.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, this Covenant Deed is dated as of March 21, 2022
but is made effective as of this 1st day of April, 2022 (the "Effective Date").

GRANTOR:


SPEEDWAY LLC, a Delaware limited liability
company

By: 
Name: Gregory S. Whitman
Its: Vice President

STATE OF OHIO §
 §
COUNTY OF CLARK §

On this, the 21st day of March, 2022 before me, a Notary Public, the undersigned
authorized representative, personally appeared Gregory S. Whitman, who acknowledged
himself/herself/themselves to be the Vice President of SPEEDWAY LLC, a Delaware limited liability
company, and that he/she/they is/are being authorized to do so, executed the foregoing instrument for
the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.


Name of Notary: Nicole Thompson
Notary Public, State of Ohio
My Commission Expires: Dec. 19, 2026



Nicole Thompson
Notary Public, State of Ohio
My Commission Expires:
December 19, 2026

EXHIBIT A**Property Description**

Land situated in the Township of Amber, County of Mason, Michigan and located in the E 1/2 of the SW 1/4, Section 17, T 18 N, R 17 W, more particularly described as:

Commencing at the West 1/4 corner of said Section 17, thence running North 89 degrees 04 minutes East along the East-West 1/4 line for a distance of 1325.60 feet to an intersection with the North and South 1/8 line of said section; thence continuing along said East-West 1/4 line of Section 17 a distance of 250 feet to a point of beginning; thence South 6 degrees 52 minutes East parallel to the said North and South 1/8 line for a distance of 350 feet; thence North 89 degrees 04 minutes East a distance of 170.00 feet; thence North 6 degrees 52 minutes West a distance of 350 feet to a point on the East-West 1/4 line; thence South 89 degrees 04 minutes along said East-West 1/4 line a distance of 170 feet to the point of beginning.

Subject to the use of the Northerly 62.33 feet thereof for highway purposes.

I hereby certify for the 5 years preceding the date of said instrument that the taxes and special assessments have been paid & that there are no unredeemed tax certificates or tax titles. This certification does not include current taxes or tax roll changes or corrections not entered in the records as of the date of this certificate.
Calvin Wagner Date 4-22-22
 Mason County Treasurer, Ludington, MI

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 Site No. 7240



* 2 0 1 0 R 0 3 8 5 3 *

2010R03853

STATE OF MICHIGAN COUNTY OF MASON

RECORDED ON

07/16/2010

11:59:01AM

DIANE L. STARK

REGISTER OF DEEDS

DECLARATION OF RESTRICTIVE COVENANT

MDNRE Reference No. RC-RPD-13-10-045

This Declaration of Restrictive Covenant (Restrictive Covenant) was recorded with the Mason County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located in 3755 West U.S. Route 10, Ludington, Mason County, MI and legally described in the attached Exhibit 1 (Property).

The Property is associated with Speedway SuperAmerica LLC #7240 for which a Closure Report (CR) was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the CR dated July 16, 2010. A copy of the CR is available from the Michigan Department of Natural Resources and Environment (MDNRE) Remediation and Redevelopment Division District Office.

Part 213 of NREPA requires the recording of this Restrictive Covenant with the Mason County Register of Deeds based upon the corrective action activities for the site to: (1) restrict unacceptable exposures to regulated substances located on the Property; (2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA, and (3) assure the exposure control measures relied upon in the CR are effective; and (4) to prevent damage or disturbance of any element of the corrective action constructed on the Property. The restrictions contained in this Restrictive Covenant are based upon information available at the time the CR was implemented by Speedway SuperAmerica LLC. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the CR; future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the CR; or use of the Property in a manner inconsistent with the restrictions described below may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective actions undertaken pursuant to the CR may not have been reviewed by the MDNRE.

Exhibit 2 provides a survey of the Property that is subject to the land and/or resource use restrictions specified in this Restrictive Covenant.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

“MDNRE” means the Michigan Department of Natural Resources and Environment, its successor entities, and those persons or entities acting on its behalf.

“Owner” means at any given time the then-current title holder of all or any portion of the Property.

“RBCA” means the American Society for Testing and Materials (ASTM) document entitled, “Standard Guide for Risk-Based Corrective Action Applied at Petroleum Release Sites,” Designation E 1739-95.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 213 of the NREPA; Part 201, Environmental Remediation, of the NREPA; or the Part 201 Administrative Rules (Part 201 Rules), 1990 AACRS R 299.5101 *et seq.*, shall have the same meaning in this document as in Parts 3, 213, and 201, and the Part 201 Rules, as of the date this Restrictive Covenant is filed.

Summary of Corrective Actions

Constituents of a petroleum product were released from an underground storage tank system and remain present at levels that do not allow unrestricted use of this property. Public health will be protected by preventing the use of the groundwater for ingestion, prohibiting the construction of subsurface structures intended for occupancy, and requires proper characterization and disposal of impacted soils, if soils are to be disturbed.

THEREFORE,

1. Declaration of Land and Resource Use Restrictions

In accordance with the CR, Speedway SuperAmerica LLC, as the owner of the Property, covenants that the Property is subject to the following restrictions:

a. Prohibited Land Uses. The Owner shall prohibit all uses of the property that are not compatible with the Commercial Subcategory III or Commercial Subcategory IV, land use category relied on by the CR and allowed under Section 21304a(2) of the NREPA, and generally described in the “Description of Allowable Uses,” attached as Exhibit 3.

Cleanup criteria for land use-based corrective actions are located in the Government Documents Section of the Library of Michigan.

b. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities on the Property that may result in exposures above levels established in the CR. These prohibited activities include:

1) The construction of wells or other devices used to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

(a) Wells or other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface impacts associated with a release of regulated substances into the environment are permitted, provided the construction of the wells or devices complies

with all applicable local, state and federal laws and regulations and does not cause or results in a new release, exacerbation of impacts, or any other violation of local, state or federal laws or regulations.

(b) Short-term dewatering for construction purposes is permitted provided the dewatering included management and disposal of the groundwater is conducted in accordance with all applicable local, state and federal laws and regulations; and does not cause or result in a new release, exacerbation of impacts, or any other violation of local, state or federal environmental laws and regulations.

2) The construction of any subsurface structure intended for occupancy (i.e. basements) is prohibited.

c. Prohibited Activities to Ensure Effectiveness and Integrity of the Corrective Action. The Owner shall prohibit activities on the Property that may interfere with any element of the CR, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the CR.

There are no additional activities to those referenced in this RC, that need to be prohibited to ensure the effectiveness and integrity of the Corrective Action.

d. Contaminated Soil Management. The Owner shall manage all soils, media, and/or debris located on the Property in accordance with the applicable requirements of Sections 21304b and 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. MDNRE Access. The Owner grants to the MDNRE and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the CR, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the CR.

3. Conveyance of Property Interest. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the CR and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 20116(3) and Section 21310a(2)(c) of the NREPA.

4. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in the finding by the MDNRE that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

5. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the MDNRE or its successor determines that regulated substances no longer present an unacceptable risk to the public

health, safety, or welfare, or the environment, and may only be modified or rescinded with the written approval of the MDNRE.

6. Enforcement of Restrictive Covenant. The State of Michigan, through the MDNRE, and Speedway SuperAmerica LLC may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

7. Disclaimer. This Property contains regulated substances in excess of the concentrations developed as the unrestricted residential criteria under Section 21304a(2) of the NREPA. The MDNRE recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner Speedway SuperAmerica LLC, and certifies that he or she is duly authorized to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, Speedway SuperAmerica LLC has caused this Restrictive Covenant, RC-RRD-213-10-045, to be executed on this 2nd day of July 2010
(date)

Speedway SuperAmerica LLC

By: J. Mitchell Oliver

Name: J. Mitchell Oliver

Title: Manager, Corporate Environmental

6/29/10

STATE OF OHIO
COUNTY OF CLARK

Acknowledged by J. Mitchell Oliver before me on the 2 day of July 2010.



CASEY C GREGORY
Notary Public
In and for the State of Ohio
My Commission Expires
March 26, 2014

Casey C Gregory
Notary Public Signature

Notary Public, State of Ohio

County of Clark

My commission expires: 3/26/2014

Acting in the County of Clark

Drafted by:

Name: Jenny McCrary

Company: Practical Environmental Consultants, Inc.

Address: 1239-76th Street SW, Suite A

Byron Center, MI 49315

CONSENT OF OWNER

I, J. Mitchell Oliver, representative of Speedway SuperAmerica LLC, the current and legal Owner of the Property, do hereby consent to the recording of this Restrictive Covenant and authorize Practical Environmental Consultants, Inc. to file this Restrictive Covenant with the Mason County Register of Deeds for recording:

Speedway SuperAmerica LLC

By: *J. Mitchell Oliver*

Name: J. Mitchell Oliver

Title: Manager, Corporate Environmental

JHA
4/29/10

STATE OF **Ohio**
COUNTY OF **Clark**

Acknowledged by J. Mitchell Oliver before me on the 2 day of July 2010.



CASEY C GREGORY
Notary Public
In and for the State of Ohio
My Commission Expires
March 26, 2014

Casey C Gregory
Notary Public Signature

Notary Public, State of Ohio

County of Clark

My commission expires: 3/26/2014

Acting in the County of Clark

EXHIBIT 1**LEGAL DESCRIPTION OF PROPERTY**

**SSA #7240
W. U.S. 10 & U.S. 31
Ludington, MI
Mason County**

Situated in the Township of Amber, County of Mason and State of Michigan and located in the E 1/2 of the SW 1/4, Section 17, T18N, R17W, to-wit:

Commencing at the West 1/4 corner of said Section 17; thence, running North 89 degrees 04 minutes East along the East-West 1/4 line for a distance of 1325.60 feet to an intersection with the North and South 1/8 line of said section; thence continuing along said East-West 1/4 line of Section 17 a distance of 250 feet to a point of beginning; thence South 6 degrees 52 minutes East parallel to the said North and South 1/8 line for a distance of 350 feet; thence North 89 degrees 04 minutes East a distance of 170.00 feet; thence North 6 degrees 52 minutes West a distance of 350 feet to a point on the East-West 1/4 line; thence South 89 degrees 04 minutes along said East-West 1/4 line a distance of 170 feet to the point of beginning. Subject to the use of the Northerly 62.33 feet thereof for highway purposes.

EXHIBIT 2

SURVEY OF THE PROPERTY

OR

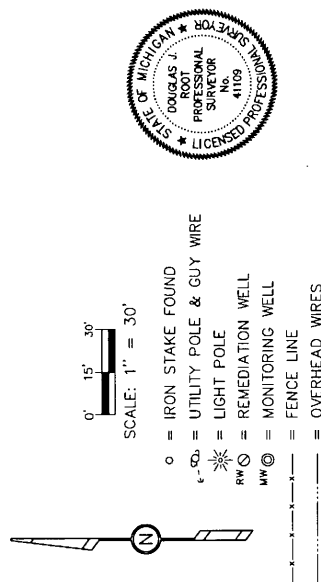
SURVEY OF THE PROPERTY AND LIMITS OF LAND OR RESOURCE USE RESTRICTIONS

See Attached Figure

Part of the East 12th of the SW 1/4, Section 17, T18N, R17W, Amber Township, Mason County, Michigan, described as: Commencing at the West 1/4 said Section 17, then running North 88°09'04"E along the East-West 1/4 line for a distance of 1325.60 feet to an intersection with the North 18th and South 18th line of said section; thence continuing along said East-West 1/4 line of said section for a distance of 250 feet to a point of beginning; thence S06°52"E parallel to the said North 18th and South 18th line for a distance of 350 feet; thence N40°15"E parallel to the said East-West 1/4 line for a distance of 170.00 feet; thence S06°25"W along said East-West 1/4 line a distance of 170 feet to the point of beginning. Subject to the use of the Northernly 62.33 feet thereof for highway purposes.

NOTES:

1. Recorded easements are based on First American Title Insurance Company title search No. 492715, dated May 5, 2010.
2. This parcel is part of a larger tract of land which is subject to an easement to Consumers Power Company recorded in Liber 53, Page 335. The route of the poles and wires described in that document is not located within this parcel.



RE: SPEEDWAY SUPERAMERICA #7240
3755 WEST U.S. RTE. 10
LUDINGTON, MI 49431

Path: \\Projects\\101235\\Drawings\\dwg\\101235.dwg

BOUNDARY SURVEY

FOR: PRACTICAL ENVIRONMENTAL CONSULTANTS
ATTN: JASON CONANT
1239 - 76TH STREET SW (STE. A)
BYRON CENTER, MI 49315

N: PART OF THE SW 1/4, SECTION 17, T18N, R17W,
AMBER TOWNSHIP, MASON COUNTY, MICHIGAN

PERMISSIONS:



alengineering, inc.
planners • engineers • surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49508
Phone: (616) 531-3660 Fax: (616) 531-2121
www.alengineering.com

DRAWN BY:	JUS	FILE NO.:	S101235
APPROVED BY:	DJR		
DATE:	5/5/2000	SHEET	1 OF 1

NOTE: THIS REPORT WAS PREPARED FOR ENVIRONMENTAL PURPOSES ONLY
AND DOES NOT REPRESENT A PROPERTY LINE SURVEY.

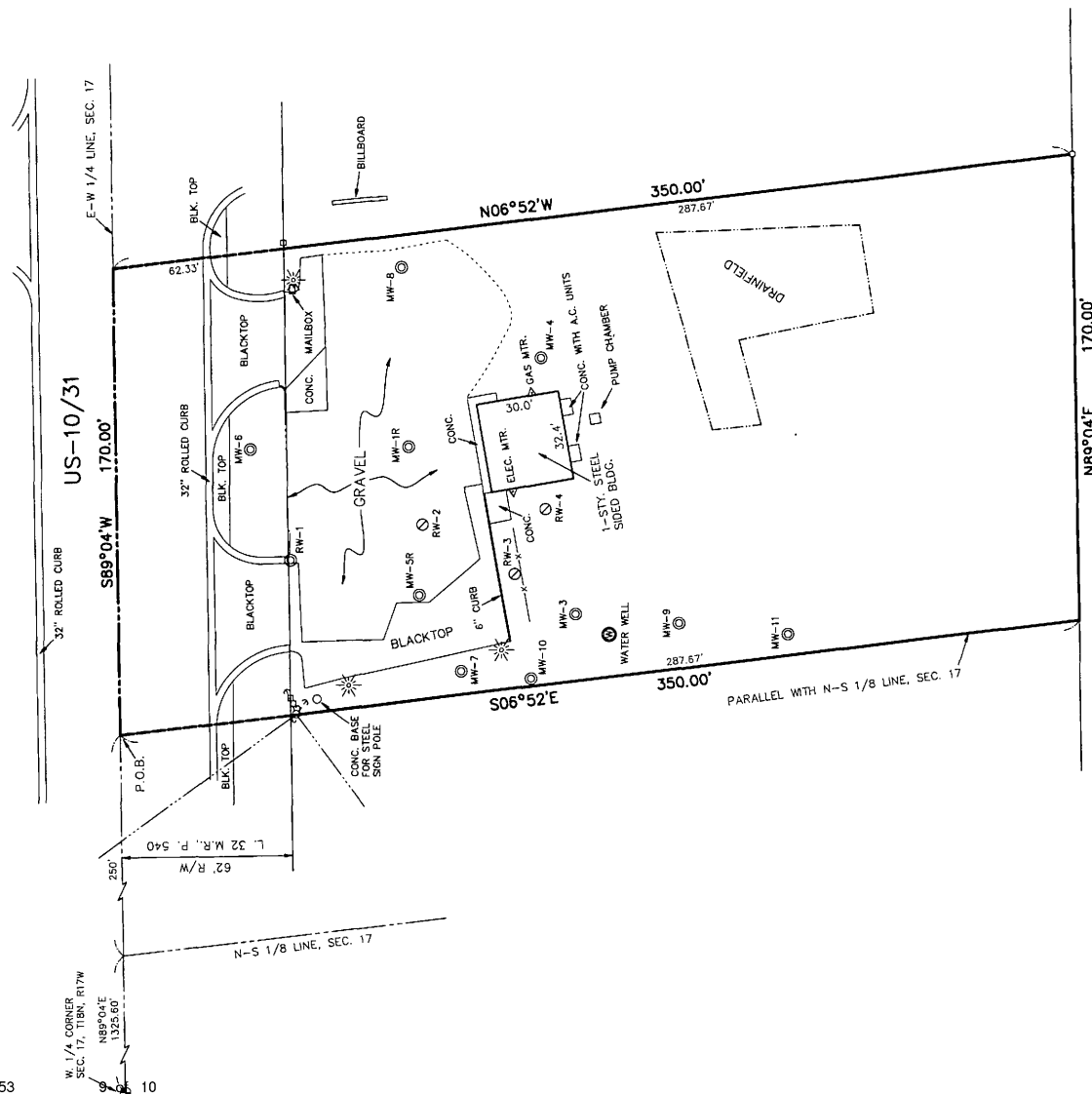


EXHIBIT 3

DESCRIPTION OF ALLOWABLE USES

Commercial Subcategory III (low soil intensive): A subcategory III commercial property is characterized by the following features. Access to the public is unrestricted; however, the general public's occupancy of the property is expected to be intermittent and significantly less in frequency and duration relative to the population working at the facility. Although some of the activities for both worker populations and the general public at a subcategory III commercial property are conducted indoors, a significant component of their activity will likely be outdoors. The worker/receptor population at these commercial facilities is expected to engage in low soil intensive activities. Routine outdoor tasks performed by these workers are unlikely to result in significant physical interaction with the soil. Affected surficial soils are located in unpaved areas that may be contacted, primarily by the worker populations (as may be the cases at gas stations, auto dealerships, or building supply warehouses with unpaved areas). If on-site groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. No below grade structure (e.g., basement) is allowed when the corrective action is based upon this category of criteria.

This subcategory could include, but is not limited to, the following uses:

- Retail gas stations
- Auto service stations
- Auto dealerships
- Retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower, and garden shops not involving on-site plant horticulture and excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use).
- Repair and service establishments including but not limited to, lawn mower, boat, snowmobile or small appliance repair shops that have small outdoor yards.
- Small warehouse operations

Commercial Subcategory IV (high soil intensive): A subcategory IV commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the facility is intermittent in frequency and of short duration relative to the worker populations at the facility (i.e., the frequency and duration of general public occupancy at the property is typified by the time necessary to transact business at a retail establishment or to receive personal services). However, at least a portion of the worker population at this type of commercial property conducts most of their work activities outdoors and is expected to engage in high soil intensive activities that will result in significant physical interaction with the soil. Such persons include workers from off-site who work at multiple properties such as commercial landscapers. If groundwater is relied upon for drinking water, worker populations would receive one-half of their total daily drinking water exposure at the facility. No below grade structure (e.g., basement) is allowed when the corrective action is based upon this category of criteria.

This subcategory could include, but is not limited to, the following uses where landscaping exists or has the potential to exist:

- Professional offices (lawyers, architects, engineers, real estate, insurance, etc.)
- Medical/dental offices and clinics (not including hospitals)
- Banks, credit unions, savings and loan institutions, etc.
- Publicly owned office buildings
- Any retail business whose principal activity is the sale of food or merchandise within an enclosed building
- Personal service establishments which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).



This Indenture, Made this 12th day of July

in the year of our Lord one thousand nine hundred and fifty two

BETWEEN MICHAEL BOLACH and EVELYN BOLACH, husband and wife, of Amber Township, Mason County, Michigan, parties

of the first part, and WALTER ZAJAUSKAS and DELLA ZAJAUSKAS, husband and wife, of Route #2, Box 745, Scottville, Michigan, who take title as joint tenants with full rights of survivorship, parties

of the second part;

WITNESSETH, That the said Michael Bolach and Evelyn Bolach

parties of the first part, convey and warrant to the said Walter Zajauskas and Della Zajauskas

parties of the second part, all those certain pieces or parcels of land situate and being in the

Township of Amber County of Mason

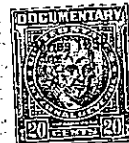
State of Michigan, and described as follows, to-wit:

All that portion of the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 17, Township 18 North, Range 17 West, lying North of the right-of-way of the Pere Marquette Railroad Company, and a parcel of land in the Northwest corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 17, Township 18 North, Range 17 West, being 150 feet in width east and west and 333 feet more or less in length north and south, being sufficient to cover lands upon which the barn is located, TOGETHER WITH an undivided one-half ($1/2$) interest in the oil rights, grantors retaining to themselves, and their heirs and assigns, one-half ($1/2$) of the oil rights in said property for a period of seventeen (17) years, and further provided that if there are any producing wells located upon said property within said 17 years then the grantors reserve to themselves, their heirs and assigns, their undivided one-half ($1/2$) interest in the product of said wells for as long as the same shall continue to be producing; PROVIDED, HOWEVER, that from and after the date hereof the full amount of the delay rental payable with respect to the acreage hereinabove described under the existing oil and gas lease or any future oil and gas leases thereon shall be paid to second parties herein named;

for the sum of NINE THOUSAND TWO HUNDRED and no/100ths (\$9,200.00) * * * *

* * * * * Dollars,

lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged.



Q 244 2-Pl A 201

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

* *Michael J. Bolach* (L. S.)
Michael Bolach

* *Audrey M. Bessey* (L. S.)
Audrey M. Bessey

* *Evelyn Bolach* (L. S.)
Evelyn Bolach

* *Vernon R. Keiser* (L. S.)
Vernon R. Keiser

* (L. S.)

STATE OF MICHIGAN. } ss.
COUNTY OF MASON

On this *12th* day of July in the year one thousand nine hundred and fifty two before me, a Notary Public in and for said County personally appeared Michael Bolach and Evelyn Bolach

to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that they executed the same as his & her free act and deed.

* *Helen Borski*
Helen Borski

Notary Public, Mason County, Michigan.

My commission expires August 24 19 53

1. See Act No. 179, of the Public Acts of 1941, requiring the address of each of the Grantees in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such numbers are in common use, or, if not, the Post-office addresses shall be legibly printed, typewritten, or stamped in such instrument.

* PRINT, TYPEWRITE OR STAMP

names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

1100

WARRANTY DEED
STATUTORY SHORT FORM

Michael Bolach & wife

TO

Walter Zapanchar & wife

REGISTER'S OFFICE,
COUNTY OF *Mason* ss.

This instrument was presented and received for Record this *25th* day of *August* A. D. 19*52* at *12* o'clock *P.* M., and recorded in Liber *150* of Deeds, on page *405-6*, as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.
Helen Borski
Register of Deeds.

GRAND

Mason

LIBER

32 PAGE 540

MICHIGAN

STATE HIGHWAY DEPARTMENT

HIGHWAY EASEMENT RELEASE

For and in consideration of the improvement of State Trunkline Highway US-10, the sum of Seven hundred ninety seven (\$797.00) dollars

and other valuable consideration, the receipt whereof is acknowledged, the undersigned, Michael Bolachowicz and Angeline Bolachowicz - husband and wife; Michael J. Bolach and Evelyn Bolach - husband and wife.

State Savings Bank of Scottville, a Michigan Banking Corporation.

hereby grant and convey to the State of Michigan an easement for highway purposes, in, over, and upon the parcels of land described as:

All that part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 17, T18N, R17W (Amber Twp., Mason County) Michigan, lying N'ly of a line 62 ft. S'ly of, measured at right angles, and parallel to the survey line of Highway US-10.

Said parcel contains, less the right-of-way of the existing highway 1.32 acre of land, more or less.

The survey line of Highway US-10 is described as: Beginning at a point which is S 89 deg. 04' 30" W, 228.76 ft. from the E $\frac{1}{4}$ corner of said Sec. 17; thence S 89 deg. 04' 30" W, 2569.87 ft.; thence S 89 deg. 04' 15" W, 2000 ft. more or less to a point of ending.

All existing fences thereon will be moved to the new right of way line by the grantor

prior to construction

This conveyance includes a release of any and all claims to damages to grantors' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right-of-way, and improving of the highway in, over, and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the State Highway Commissioner, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived: provided, that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantors.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board or advertising device, other than those advertising articles produced or sold on the premises, shall be erected, permitted, or maintained in or upon the remaining lands and premises now owned by the grantors immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway center line, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

The undersigned mortgagee hereby releases and discharges the lands described from the mortgage lien.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 24 day of August A. D. 1951

In Presence of

G. S. Christolm

G. L. Graham

James J. Conway

Michael J. Bolach (L. S.)

Evelyn Bolach (L. S.)

Michael Bolachowicz (L. S.)

Angela Bolachowicz (L. S.)

STATE SAVINGS BANK OF SCOTTVILLE

By J. O'Hearn, Cashier

Robert G. Smith, President

State of Michigan, County of Mason : ss.

LIBER

32 PAGE 541

On this 5th day of September A. D. 19 50, before me, the undersigned, personally appeared Michael Bolachowicz and Angeline Bolachowicz to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.



G. L. Graham
G. L. Graham
Notary Public. Mason County, Michigan
Acting in _____ County, Michigan
My Commission Expires Oct. 22, 1951

State of Michigan, County of Mason : ss.

On this 5th day of September A. D. 19 50, before me, the undersigned, personally appeared Michael J. Bolach and Evelyn Bolach to me known to be the persons who executed the foregoing release and severally acknowledged the same to be their free act and deed.

G. L. Graham
G. L. Graham
Notary Public. Mason County, Michigan
Acting in _____ County, Michigan
My Commission Expires Oct. 22, 1951

CORPORATE ACKNOWLEDGMENT

State of Michigan }
County of Mason } ss.

On this 5th day of Sept A. D. 19 50, before me, the undersigned, personally appeared Robert S. Smith and J. T. O'Hearn and _____ to me personally known, who being by me duly sworn, did say that they are respectively President and Cashier of State Savings Bank of Scottville a Michigan Banking Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said R. S. Smith and J. T. O'Hearn severally acknowledged said instrument to be the free act and deed of said Corporation.

G. L. Graham
G. L. Graham
Notary Public. Mason County, Michigan
Acting in _____ County, Michigan
My Commission Expires Oct. 22, 1951

HIGHWAY
EASEMENT
RELEASE

Michael Bolachowicz
Angeline Bolachowicz

to
THE STATE OF MICHIGAN

Register's Office

State of Michigan }
County of Mason } ss.

This instrument was presented and received

for record this 11th day of October

A. D. 19 50, at 11 o'clock A. M.

and recorded in Liber 32-

of Use. Pds. on page 540-1

G. L. Graham
G. L. Graham
Register of Deeds.

MICHIGAN
STATE HIGHWAY DEPARTMENT
Lansing, Mich.