

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 079334

2014 DEC 12 PM 2:59

MICHAEL L. BROWN  
RECORDER

**Environmental Restrictive Covenant**

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 12th day of Dec, 2014, by Sarwan Singh Tiwana and Surinder Kaur Tiwana (Owners).

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 4450 Calumet Avenue, Hammond, Indiana 46327 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 December 13, 2010, and recorded on January 10, 2011, as Deed Record 2011 001238 in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately .28 acres and has also been identified by the county by parcel identification numbers 45-02-25-284-029.000-023 and 45-02-25-284-030.000-023.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum or regulated substances (collectively, "contaminants of concern") relating to the former BP Unit # 6243. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 199210520 and facility identification number 11490.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. The known COCs remaining are listed in Table E-1 in Exhibit B, which is attached hereto and incorporated herein.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. 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/)).

NOW THEREFORE, Sarwan Singh Tiwana and Surinder Kaur Tiwana (Owners) subject the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

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DEC 12 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

017081

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Ret  
\$32.00  
CASH

## I. RESTRICTIONS

### 1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

## II. GENERAL PROVISIONS

- 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 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 or right to occupancy 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.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
- 5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED \_\_\_\_\_ 20\_\_, RECORDED IN THE OFFICE OF THE RECORDER OF \_\_\_\_\_ COUNTY ON \_\_\_\_\_, 20\_\_, INSTRUMENT NUMBER (or other identifying reference) \_\_\_\_\_ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (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.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

### III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate 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 request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

### IV. TERM, MODIFICATION AND TERMINATION

9. Term. The 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 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 Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

Sarwan Singh Tiwana  
4450 Calumet Avenue  
Hammond, IN 46327

To Department:

IDEM, Office of Land Quality  
100 N. Senate Avenue  
IGCN 1101  
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.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, Sarwan Singh Tiwana, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 12<sup>th</sup> day of Dec, 2014.

Tiwana

Sarwan Singh Tiwana (Owner)

STATE OF Indiana )  
 ) SS:  
COUNTY OF Lake )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sarwan Singh Tiwana, the Owner, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

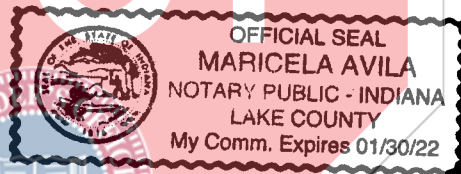
Witness my hand and Notarial Seal this 12<sup>th</sup> day of December, 2014.

**This Document is the property of the Lake County Recorder!**

Maricela Avila  
Sign \_\_\_\_\_, Notary Public  
Print Name Maricela Avila

Residing in Lake County, Indiana

My Commission Expires: 1/30/22



This instrument prepared by:  
Darrin T. Gurnicz - ARCADIS  
4310 Technology Drive, Suite A  
South Bend, IN 46628



**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:**

**Darrin T. Gurnicz  
ARCADIS  
4310 Technology Drive  
South Bend, IN 46628**



**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL ESTATE**



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2011 001238

2011 JAN 10 AM 9:45

Parcel No. 45-02-25-284-029.000-023 & 45-02-25-284-030.000-023

**QUITCLAIM DEED**

Order No. 920106240

THIS INDENTURE WITNESSETH. That Sarwan Singh n/k/a Sarwan Singh Tiwana and Sinder Kaur n/k/a Surinder Kaur Tiwana, husband and wife (Grantor)  
of Lake County, in the State of Indiana QUITCLAIM(S) to  
Sarwan Singh Tiwana and Surinder Kaur Tiwana, husband and wife (Grantee)  
of Lake County, in the State of Indiana, for the sum of \_\_\_\_\_  
ONE DOLLAR AND 00/100 Dollars (\$ 1.00 )  
and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following  
described real estate in Lake County, State of Indiana:

See Exhibit A attached hereto and made a part hereof.

Subject to any and all easements, agreements and restrictions of record. The address of such real estate is  
commonly known as 4450 Calumet Avenue, Hammond, Indiana 46327

Tax bills should be sent to Grantee at such address unless otherwise indicated below.

IN WITNESS WHEREOF, Grantor has executed this deed this 13TH day of December, 2010

Grantor: Sarwan Singh (SEAL) Signature: [Signature] (SEAL)  
Grantor: Sinder Kaur (SEAL) Signature: [Signature] (SEAL)  
Printed: Sarwan Singh n/k/a Sarwan Singh Tiwana Printed: Sinder Kaur n/k/a Surinder Kaur Tiwana

STATE OF Indiana } SS: ACKNOWLEDGEMENT  
COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared  
Sarwan Singh n/k/a Sarwan Singh Tiwana and Sinder Kaur n/k/a Surinder Kaur Tiwana, husband and wife  
who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that  
any representations therein contained are true.  
Witness my hand and Notarial Seal this 13th day of December, 2010

My commission expires: MARCH 14, 2015 Signature: [Signature]  
Printed: Shannon Stiener Notary Name  
Resident of Lake County, Indiana.  
This instrument prepared by: Timothy H. Kuiper Attorney at law



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. Shannon Stiener

Return deed to 1827 Somerset Drive, Munster, IN 46321  
Send tax bills to 1827 Somerset Drive, Munster, IN 46321  
(Grantee Mailing Address)

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ACCEPTANCE FOR TRANSFER

050085

JAN 05 2011

EGGY HOLINGA KATON  
LAKE COUNTY AUDITOR

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FN  
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EXHIBIT "A"

Order No. 920106240

Lots 25, 26, 27, 28, 29 and 30, except that part of Lot 25 described as follows:

Beginning on the South line of said Lot 25 at a point 10 feet West from the Southeast corner of said Lot 25, which point being the intersection of the South line of said Lot 25 with the West boundary of US Route 41 (Calumet Avenue); thence North 88 degrees 59 minutes 45 seconds West 10 feet along the South line of said Lot 25; thence North 45 degrees 47 minutes 10 seconds East 14.09 feet to said West boundary of US Route 41; thence South 0 degrees 45 minutes 05 seconds West 10 feet along said boundary to the point of beginning, all in Block 4 in Rolling Mill Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 1 page 105, in the Office of the Recorder of Lake County, Indiana;

and further excepting that part of Lot 25 described as follows:

Beginning at a point on the South line of said lot North 89 degrees 26 minutes 13 seconds West 6.096 meters (20.00 feet) from the Southeast corner of said lot, which point of beginning is also where the North boundary of Gostlin Street meets the Northwestern boundary of the intersection of said Gostlin Street and U.S. 41; thence continuing North 89 degrees 26 minutes 13 seconds West 4.260 meters (13.98 feet) along said South line; thence North 45 degrees 15 minutes 14 seconds East 10.391 meters (34.09 feet) to the West boundary of said U.S. 41; thence South 0 degrees 33 minutes 47 seconds West 4.339 meters (14.24 feet) along the boundary of said U.S. 41 to the Northwestern boundary of the intersection of said U.S. 41 and said Gostlin Street; thence South 45 degrees 33 minutes 47 seconds West 4.311 meters (14.14 feet) along the boundary of the intersection of said U.S. 41 and said Gostlin Street to the point of beginning.

\*\*\*\*\*CONVEYANCE FOR NO CONSIDERATION\*\*\*\*\*



**EXHIBIT B**

**TABLE E-1**



**ERC Table E-1**  
 Chemicals of Concern  
 Former BP Station #6243  
 4450 Calumet Avenue, Hammond, IN

Sample I.D.	Media	COC	Sample Date	ug/L	CAS Number	RDCL	IDCL
MW-3	Groundwater	Benzene	11/18/2014	65.4	71-43-2	5.0	52
MW-4	Groundwater	Benzene	11/18/2014	14.9	71-43-2	5.0	52
MW-7	Groundwater	Benzene	11/18/2014	560	71-43-2	5.0	52
RW-01	Groundwater	Benzene	11/18/2014	150	71-43-2	5.0	52
RW-02	Groundwater	Benzene	11/18/2014	16	71-43-2	5.0	52

COC = Chemical of Concern  
 ug/L = micrograms per liter (parts per billion (ppb))  
 RDCL = Residential Default Closure Level  
 IDCL = Industrial Default Closure Level

