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Please return recorded Restrictive Covenant to:
GOOD OIL COMPANY, INC.
c/o Attorney David C. Appel
2621 Chicago Street, Unit B
Valparaiso, IN 46383

2017 041038

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JUL -3 AM 8:52

MICHAEL B. BROWN
RECORDER

Parcel # 45-06-13-484-011.000-027

RESTRICTIVE COVENANT AS TO CONTRACT OF SALE
WITH GOOD OIL COMPANY, INC.

This Restrictive Covenant is MADE, GRANTED, and IMPOSED by 7890 Calumet, LLC (Grantor), in favor of GOOD OIL COMPANY, INC. and its successors and assigns (collectively, Grantee), upon the following described real estate located in Lake County, Indiana, to-wit:



Lot 1 in Winner Parkway Second Addition to the Town of Munster, as per plat thereof, recorded in Plat Book 39 page 43 in the Office of the Recorder of Lake County, Indiana;

more commonly known as 7890 Calumet Avenue, Munster, Indiana (herein, the Real Estate).

This Restrictive Covenant is MADE, GRANTED, and IMPOSED by Grantor upon the Real Estate on the following terms:

1. Grantor and Grantee are parties to both an Agreement for Extension of Fuel Supply Contract and to a Contract of Sale (Branded) and related Attachments, Schedules, and Agreements (all of which are collectively referred to herein as the Contract, pursuant to which Grantee shall be the exclusive Supplier for all fuel and petroleum products sold from the retail fuel outlet located on the Real Estate from the present date through November 30, 2029 (the Contract Term). The Contract is incorporated herein by reference and made a part of this Restrictive Covenant.
2. As partial consideration for Grantee's execution of the Contract, Grantor does hereby expressly covenant to Grantee that:
 - A. For the entire Contract Term, the Real Estate shall be used exclusively for the operation of a convenience store/retail fuel outlet comparable to its present use; and,
 - B. All gasoline, diesel fuel, and other petroleum products sold from the Real Estate during the Contract Term shall be purchased exclusively from Grantee in accordance with the terms and provisions of the Contract.

The foregoing restrictions shall extend to and fully bind not only Grantor and any person or entity in possession of the Real Estate with the consent of Grantor, but shall equally extend to and fully bind any transferee, lessee, successor, and/or assign of Grantor.

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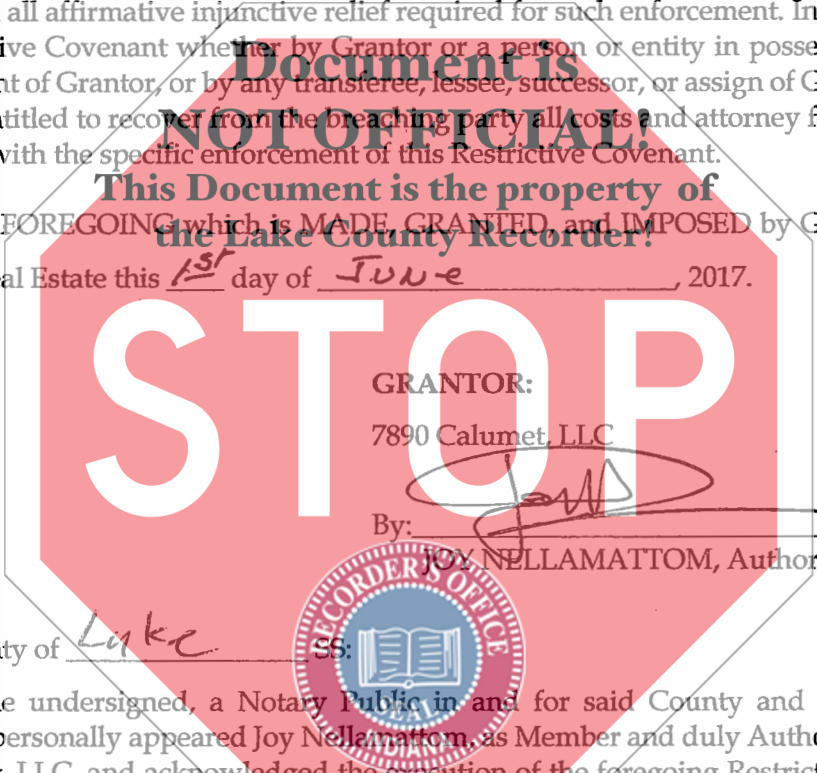
JUN 29 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

AMOUNT \$ 25.00
 CASH _____ CHARGE _____
 CHECK # 9139 _____
 OVERAGE 2 _____
 COPY _____ 1 _____
 NON-COM _____
 CLERK _____ RM

E

3. To the extent the Contract shall hereafter be further extended beyond the Contract Term, whether by extension, renewal, or replacement contract, this Restrictive Covenant shall automatically be extended out to the termination date of any such extension, renewal, or replacement contract.
4. For the duration of the Contract Term, this Restrictive Covenant shall run with the land, and shall extend to and be binding upon not only Grantor, but shall equally extend to and be fully binding upon any transferee, lessee, successor, or assign of Grantor, inclusive of any receiver or Trustee in bankruptcy, and any and all such transferees, lessees, successors, and assigns shall be subject to all provisions of the Contract in connection with the sale of gasoline, diesel fuel, and/or petroleum products upon the Real Estate.
5. This Restrictive Covenant shall be specifically enforceable by Grantee, and Grantee shall be entitled to obtain any and all affirmative injunctive relief required for such enforcement. In the event of any breach of this Restrictive Covenant whether by Grantor or a person or entity in possession of the Real Estate with the consent of Grantor, or by any transferee, lessee, successor, or assign of Grantor, Grantee shall be additionally entitled to recover from the breaching party all costs and attorney fees reasonably incurred in connection with the specific enforcement of this Restrictive Covenant.



ALL OF THE FOREGOING which is MADE, GRANTED, and IMPOSED by Grantor as its Restrictive Covenant upon the Real Estate this 1st day of JUNE, 2017.

GRANTOR:

7890 Calumet, LLC

By: 

JOY NELLAMATTOM, Authorized Representative

State of Indiana, County of Lake SS: 

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of July, 2017, personally appeared Joy Nellamattom, as Member and duly Authorized Representative of Grantor 7890 Calumet, LLC, and acknowledged the execution of the foregoing Restrictive Covenant on behalf of the Grantor. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 09/07/2017

Resident of Lake County

Signature: 

Printed: Christopher Price



This Instrument was prepared by Attorney David C. Appel, 2621 Chicago Street, Unit B, Valparaiso, IN 46383
 I affirm, under the penalties for perjury, that I have redacted each and every Social Security Number from this document unless required by law. David C. Appel
 Return recorded document to: Good Oil Company, Inc. c/o Attorney David C. Appel, 2621 Chicago Street, Unit B, Valparaiso, Indiana 46383.