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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 046360

2017 JUL 26 AM 10:06

MICHAEL B. BROWN
RECORDER

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 26 day of JULY, 2017, by *Alpha Building Corporation/Rifraft Coprporation, 141 141st Street, Hammond, Lake County, Indiana 46327.*

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at *141 141st Street, Hammond, Indiana* 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 7-3-91, and recorded on 7-3-91, as Deed Record *Lake County Trust Co. Tr. 4159, No. 9103278*, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 30.14 acres and has also been identified by the county as parcel identification numbers *45-02-24-327-001.000-023; 45-02-24-327-001.000-023; 45-02-24-327-002.000-023; 45-02-24-327-011.000-023; 45-02-24-327-012.000-023; 45-02-24-327-013.000-023; 45-02-24-327-014.000-023; 45-02-24-327-015.000-023; 45-02-24-327-016.000-023; 45-02-24-327-017.000-023; 45-02-24-327-018.000-023; 45-02-24-327-019.000-023; 45-02-24-327-020.000-023; 45-02-24-376-001.000-023.*



WHEREAS: *Alpha Building Corporation/Rifraft Coprporation* entered into Indiana's Voluntary Remediation Program ("VRP") to address releases of hazardous substances and/or petroleum ("contaminants of concern") relating to the Real Estate. The Indiana Department of Environmental Management ("IDEM" or the "Department") assigned the project number *VRP #6990304*. A remediation work plan was prepared in accordance with IC 13-25-5, which was approved by the Department on *November 8, 2000, August 15, 2002, and September 1, 2009* (collectively considered the RWP).

WHEREAS: IDEM approved the remediation work plan, which allows certain contaminants of concern to remain in the soil, provided that certain land use restrictions are implemented (Industrial/Commercial land use) and engineering controls maintained (*Concrete floor in the Wire Draw Room area, and Asphalt parking lot in the NUST area*) to protect human health. The remaining contaminants of concern are *Polychlorinated Biphenyls (PCBs) and Polynuclear Aromatic Hydrocarbons (PAHs)*.

WHEREAS: The remediation work plan and completion report 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/).

NOW THEREFORE, *Alpha Building Corporation/Rifraft Coprporation* subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: TT

004196

JUL 26 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

25.00
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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 ground water at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that ground water may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws, and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall maintain the integrity of the existing asphalt pavement or building which is depicted on Exhibit A via legal survey, the asphalt area and the concrete floor areas serve as engineered barriers to prevent direct contact with the underlying soils and must not be excavated, removed, disturbed, demolished, or allowed to fall into disrepair.



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 Contaminations. 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 July 26 2017, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON July 26, 2017, 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; (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 _____ County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

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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, guidance, 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:
Mr. Paul Athens

Alpha Building Corporation/Rifraft Corporation
141 141st Street, Hammond
Lake County
Indiana 46327

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Voluntary Remediation 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, *Alpha Building Corporation/Rifraft Corporation*, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 25 day of July, 2017.

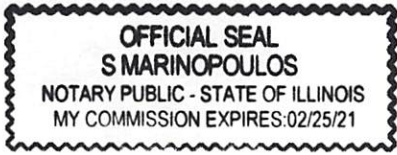


Mr. Paul Athens

STATE OF IL)
) SS:
COUNTY OF Cook)

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

Witness my hand and Notarial Seal this 25 day of July, 2017.



S. Marinosopoulos, Notary Public
Residing in IL County, COOK

My Commission Expires: 2/25/21

This instrument prepared by:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Document is

NOT OFFICIAL!

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

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:

Robert L. Mankowski
Vice President-Technical Services
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473



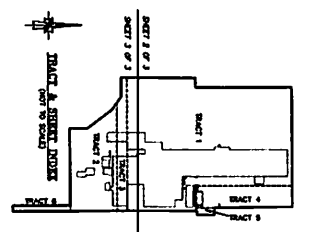
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EXHIBIT A

**ALTA LAND TITLE SURVEY OF REAL ESTATE
(3 SHEETS)**



A.L.T.A./A.C.S.M. LAND TITLE SURVEY
SHEET 3 OF 3



LEGEND

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NOTES

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1897 AND THE SURVEYING ACT OF 1943.

2. THE BOUNDARIES SHOWN HEREON WERE OBTAINED BY MEASUREMENT AND CALCULATION.

3. THE DISTANCES AND ANGLES SHOWN HEREON WERE OBTAINED BY MEASUREMENT AND CALCULATION.

4. THE AREA OF EACH TRACT WAS CALCULATED BY MEASUREMENT AND CALCULATION.

5. THE PLANNING BOARD HAS REVIEWED THIS SURVEY AND HAS APPROVED IT.

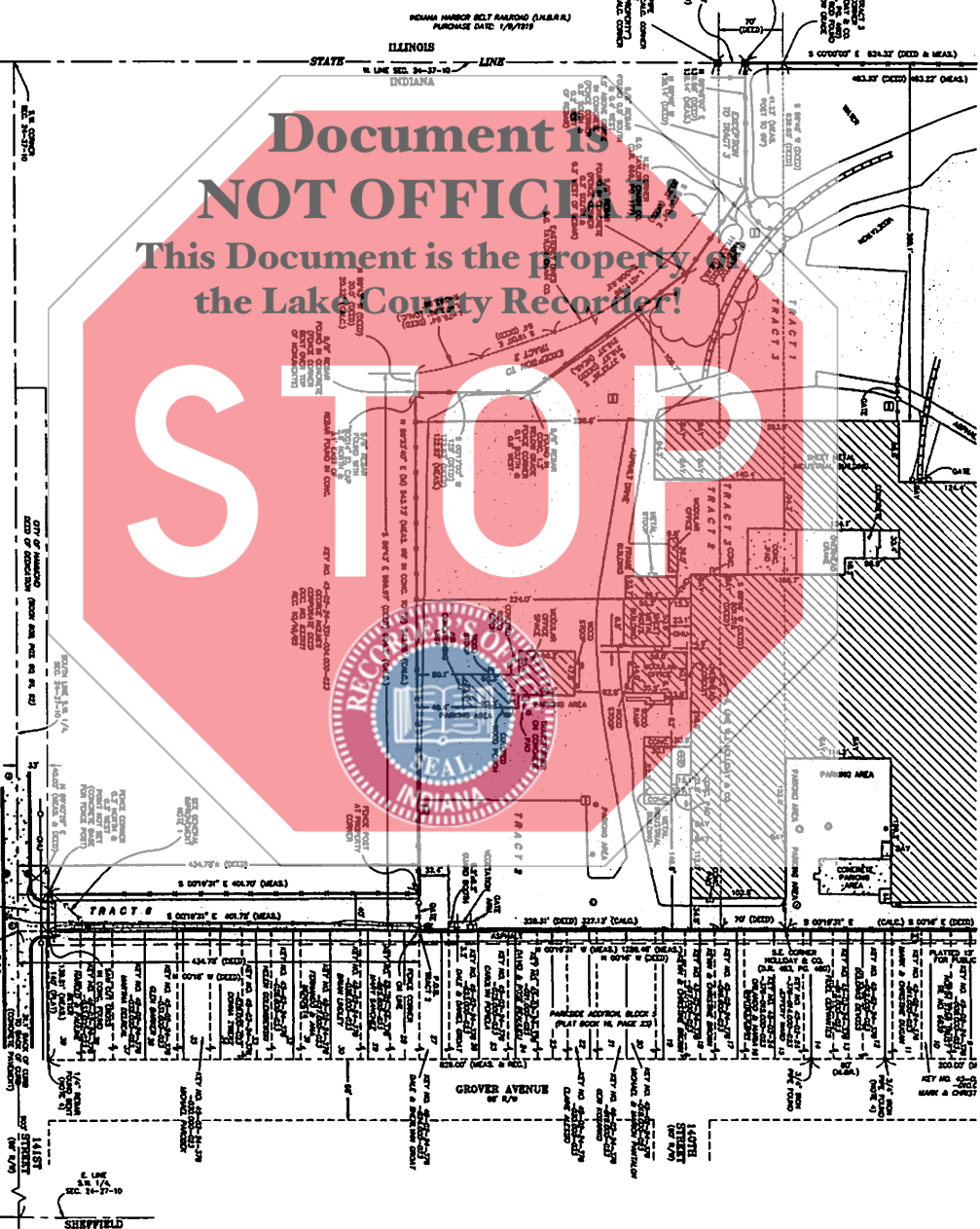
6. THE PLANNING BOARD HAS REVIEWED THIS SURVEY AND HAS APPROVED IT.

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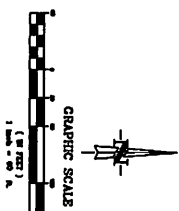
8. THE PLANNING BOARD HAS REVIEWED THIS SURVEY AND HAS APPROVED IT.

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Plumb Tuckett & Associates
SURVEYORS - ENGINEERS
64 West 67th Place • Merrillville, IN 46410
(317) 736-0555 • FAX (317) 785-0178

A.L.T.A./A.C.S.M. LAND TITLE SURVEY
141 - 141ST STREET
HAMMOND, INDIANA
REF. NAME: ALPHA BUILDING CORP.

NO.	REVISION	DATE
1		5/17/12
2		5/17/12
3		5/17/12

