

2020-054820

2020 Aug 21

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

Environmental Restrictive Covenant

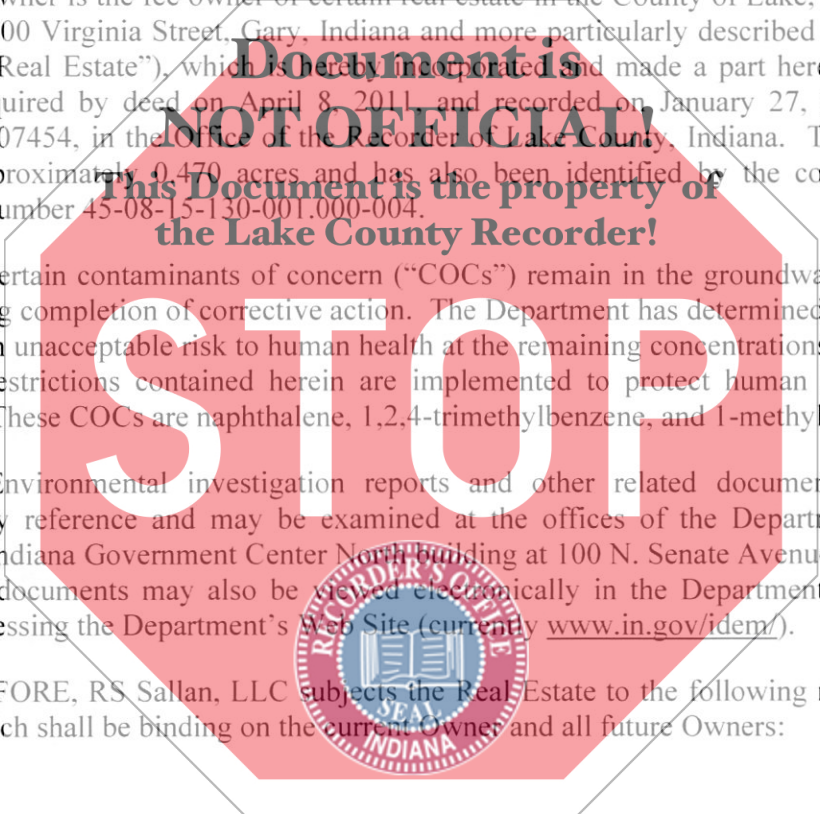
HIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 6 day of August, 2020, by RS Sallan, LLC, located at 230 East Ohio Street, Suite 200, Indianapolis, Indiana 46204 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 2100 Virginia Street, Gary, 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 April 8, 2011, and recorded on January 27, 2012, as Deed Record 2012 007454, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 0.470 acres and has also been identified by the county as parcel identification number 45-08-15-130-001.000-004.

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. These COCs are naphthalene, 1,2,4-trimethylbenzene, and 1-methylnaphthalene.

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/).

NOW THEREFORE, RS Sallan, LLC subjects 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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AUG 21 2020

**JOHN E. PETALAS
LAKE COUNTY AUDITOR**

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CC
KK

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) 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 8/6 2020 RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY ON AUGUST 6, 2020, 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 of 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, 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:

RS Sallan, LLC
230 East Ohio Street, Suite 200
Indianapolis, IN 46204
Attn: Mr. Satwinder Singh

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Chief Petroleum 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, RS Sullan, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 6 day of August, 2020.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!



Satwinder Singh
Satwinder Singh

STATE OF INDIANA)
COUNTY OF MARION) SS:

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

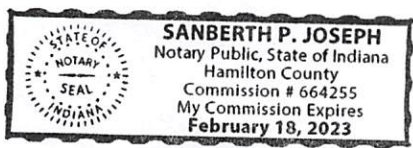


Witness my hand and Notarial Seal this 6 day of August, 2020.

Sanberth Joseph, Notary Public

Residing in Hamilton County, IN

My Commission Expires:
02/18/2023



This instrument prepared by:

Russell J. Schlukebir, Golars, LLC - 15755 North Point Blvd., Noblesville, Indiana 46060

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:

Russell J. Schlukebir, Golars, LLC - 15755 North Point Blvd., Noblesville, Indiana 46060

EXECUTED AND DELIVERED in my presence: Adam Starcher
 Witness: Oh Shah STATE OF INDIANA)) SS: COUNTY OF
Marion) Before me, a Notary Public in and for said County and State,
 personally appeared Adam Starcher, being known to me to be the person whose name is
 subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and
 says that the foregoing instrument was executed and delivered by
Satwinder Singh in the above-named subscribing witness's presence, and
 that the above-named subscribing witness is not a party to the transaction described in the
 foregoing instrument and will not receive any interest in or proceeds from the property that is the
 subject of the transaction. Witness, my hand and Notarial Seal this 6th day of
August, 2020. Sanberth Joseph

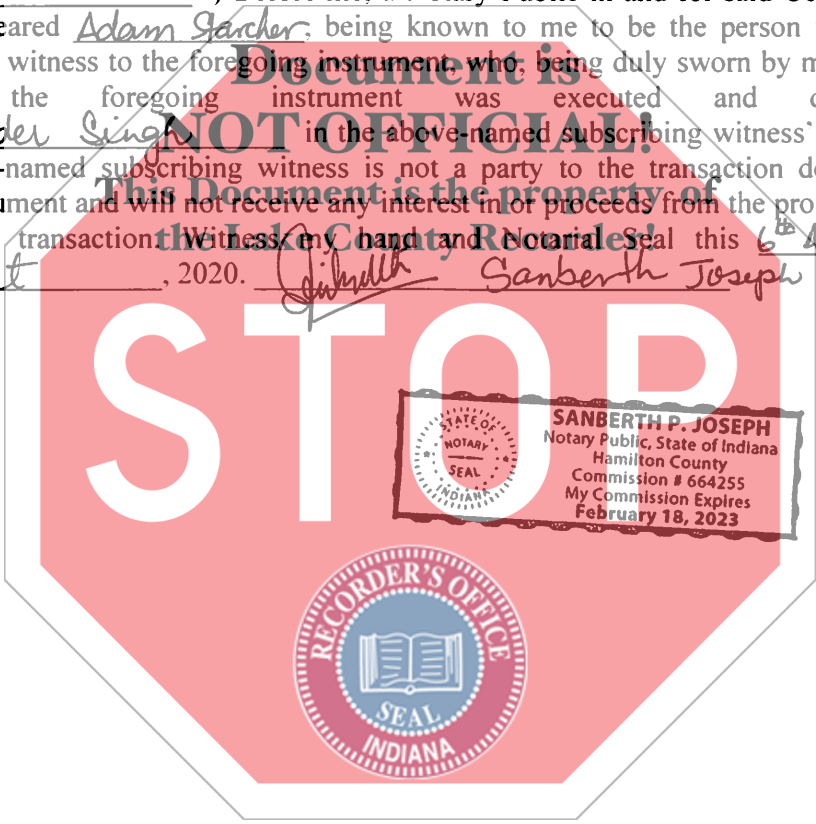


EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

**Parcel Number: 45-08-15-130-001.000-004
Lake County, Indiana**

**Key# 45-08-15-130-001.000-004
COMMON ADDRESS: 2100 Virginia Street, Gary, Indiana 46407**

A PART OF THE EAST 1318.90 FEET OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST ¼ AND THE WEST LINE OF VIRGINIA STREET; THENCE SOUTH ALONG THE SAID WEST LINE OF VIRGINIA STREET A DISTANCE OF 165 FEET; THENCE WEST WITH AN INTERIOR ANGLE OF 88 DEGREES 35 MINUTES AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ¼ A DISTANCE OF 125 FEET; THENCE NORTH WITH AN INTERIOR ANGLE OF 91 DEGREES 25 MINUTES AND PARALLEL WITH THE SAID WEST LINE OF VIRGINIA STREET, A DISTANCE OF 165 FEET TO THE NORTH LINE OF SAID NORTHWEST ¼; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST ¼ A DISTANCE OF 125 FEET TO THE PLACE OF BEGINNING. SUBJECT TO A PERPETUAL EASEMENT IN FAVOR OF THE GENERAL PUBLIC AND THE CITY OF GARY OVER THE NORTH 40 FEET OF PREMISES FALLING WITHIN EAST 21ST AVENUE.

