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GINA PIMENTEL
RECORDER

2024-020327

STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

1:51 PM 2024 Aug 1

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 1ST day of AUGUST 20 24, by Imperial KR, Inc., 1537 Queen Ann Lane, Gurnee, IL 60031 (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 4815 W 5th Ave, Gary, IN 46406 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 11/15/2019, and recorded on 11/25/2019, as Deed Record 2019-081235, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 0.497 acres and has also been identified by the county as parcel identification number 45-07-01-431-005-000-004. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit B.

WHEREAS: Response action was implemented in accordance with IC 13-25-5 and/or other applicable Indiana law as a result of a release of hazardous waste and/or hazardous substances relating to the Brunswick Cleaners facility located at 4815 W 5th Ave, Gary, IN 46406. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is Voluntary Remediation Program #6040101.

WHEREAS: Certain contaminants of concern ("COCs") remain in the soil, groundwater and soil gas of the Real Estate following completion of the response actions. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the Owner implements and complies with the land use restrictions as required herein. These COCs are tetrachloroethene ("PCE"), trichloroethene ("TCE"), cis-1,2-dichloroethene ("cDCE"), trans-1,2-dichloroethene ("tDCE") and vinyl chloride ("VC").

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 website (currently www.in.gov/idem/). The restricted Real Estate is also depicted on IDEM's GIS webviewer (currently <https://on.in.gov/ideminteractivemap>).

NOW THEREFORE, Owner subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

FILED

AUG 01 2024

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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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 childcare 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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Prior to the change in use of the site or construction of new structures to be occupied by persons at the Real Estate, the current Owner of the Real Estate shall confirm there is no unacceptable exposure risk due to vapor migration in accordance with then-applicable agency guidance, regulation, or law. This may include conducting groundwater, soil, indoor air and/or soil-gas sampling for volatile organic compounds ("VOCs") or semi-volatile organic compounds ("SVOCs"), with an IDEM approved sampling plan. The results and analyses of such sampling shall be presented to IDEM in support of the Owner's determination whether an unacceptable vapor exposure risk exists. If the results demonstrate that no such risk exists, IDEM will provide its concurrence in writing and grant the Owner a waiver of this restriction for the proposed change in site use and/or new construction. If the results demonstrate that an unacceptable risk to human health exists, then the Owner must submit plans for mitigation for approval by IDEM and must conduct adequate indoor air sampling to demonstrate the effectiveness of the approved remedy.
- (e) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network as depicted on Exhibit B.

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

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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 LAKE 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; (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

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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. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the department for the administrative and personnel expense incurred by the department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

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. The parties intend that this Covenant shall not 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. If necessary to enforce this Covenant, the parties agree to amend this Covenant to conform to any such change. 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

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writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner: Imperial KR, Inc.
Karamat Sheikh (aka Karamat Sheik)
1537 Queen Ann Lane
Gurnee, IL 60031

To Department: IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Institutional Control Group

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.

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

IN WITNESS WHEREOF, Imperial KR, Inc., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 1st day of AUGUST, 2024

State of Illinois
County of LAKE
This instrument was acknowledged
before me on AUGUST 1, 2024
By [Signature]

[Signature]
Karamat Sheikh (aka Karamat Sheik)
President
Imperial KR, Inc.

STATE OF _____)
) SS:
COUNTY OF _____)

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 ___ day of _____, 20 ___.

_____, Notary Public
Residing in _____ County, _____

My Commission Expires:

This instrument prepared by: James Hogan
The Environmental Liability and Asset Management Group, LLC (dba The ELAM Group)
161 Lakeview Drive, Suite B
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:
The Environmental Liability and Asset Management Group, LLC (dba The ELAM Group)
161 Lakeview Drive, Suite B
Noblesville, Indiana 46060

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Property of Lake County Recorder

3

2019-081235

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

Tax Parcel Number(s):

2019 Nov 26 11:20 AM

45-07-01-431-005.000.004

CORPORATE WARRANTY DEED

THIS INDENTURE IS TO WITNESS that RAOAFS, Inc., a corporation organized and existing under the laws of the State of Indiana, **Conveys and Warrants** to Imperial KR, Inc., for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, Indiana:

See Attached Legal

Subject to all covenants, restrictions, easements and rights-of-way of record.

Subject also to the lien of unpaid real estate taxes, and municipal or drainage assessments, if any.

The undersigned persons executing this deed on behalf of the Grantor hereby certify that they are duly elected officers of the Grantor; that they have been duly authorized by the Grantor to execute and deliver this deed on its behalf; and that all necessary corporate action for the execution and delivery of this deed has been taken and done.

Signed and sealed this 15th day of November, 2019.

RAOAFS, Inc.

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

31118

NOV 26 2019

By: Rafiq S. Sheikh
Rafiq Sheikh, Sole Shareholder/Director

JOHN E. PETALAS
LAKE COUNTY AUDITOR

IND00A03

Greater Indiana Title Company

32810

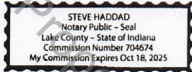
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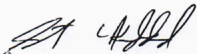
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STATE OF INDIANA)
) SS:
LAKE COUNTY)

Before me, a Notary Public in and for said County and State, this 15th day of November, 2019, personally appeared Rafiq Sheriff, Sole Shareholder/Director of RAOAFS, Inc., a corporation organized and existing under the laws of the State of Indiana, who acknowledged the execution of the above and foregoing deed for and on behalf of such corporation, and who having been first duly sworn upon their oaths, stated that the representations contained therein are true.

Witness my hand and notarial seal.



Signed: 
Printed: Steve E Haddad, Notary Public
Residing in Lake County, Indiana

My Commission Expires:
October 18, 2025

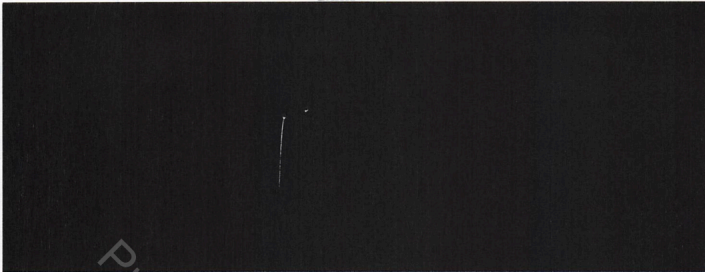
This instrument prepared by Steve E Haddad, attorney at law. I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Steve E Haddad

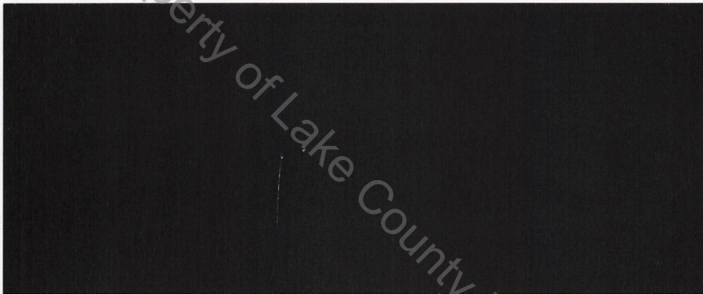
Mailing address for tax statements: Karamat Sheik 1537 Queen Ann Lane, Gurnee, Illinois 60031
~~and Karamat Sheik~~

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EXHIBIT "A"



PARCEL 2: LOTS 3 TO 8, BOTH INCLUSIVE IN BLOCK 3, NEW BRUNSWICK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14 PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Property of Lake County Recorder

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STATE OF INDIANA)
) SS: IN THE LAKE SUPERIOR COURT
COUNTY OF LAKE) SITTING IN EAST CHICAGO, INDIANA

IMPERIAL KR, INC., Filed in Open Court

January 16, 2024

Plaintiff
CLERK LAKE SUPERIOR COURT

vs.) CAUSE NO. 45D02-2309-PL-000667

NASAR MANAGEMENT GROUP,
its shareholders, successor, and/or
assigns,
Defendant.

GINA PIMENTEL
RECORDER

2024-002441

STATE OF INDIANA
LAKE COUNTY

10:41 AM 2024 Jan 24

RECORDED AS PRESENTED

DECREE

Comes now the Plaintiff, by counsel, upon Plaintiff's Complaint to Quiet Title. The Defendants having failed to appear in person or by counsel, and having been served and time has expired. Plaintiff is entitled to judgment. Plaintiff moves for Default Judgment. Cause Submitted. Evidence Heard.

The Court finds that Plaintiff has filed an Affidavit of Name Search on the Defendant and finds no business entity with said name.

Plaintiff further filed an Affidavit by President, along with copies of the alleged Quitclaim Deeds that the signature is not only not that of the President, but his name was spelled and written incorrectly and that Plaintiff, at no time, executed the alleged deeds.

The Court being duly advised now finds for Plaintiff and against Defendant, Nasar Management Group and finds that the facts stated in the Complaint are true and that the title to the real estate described in Plaintiff's Complaint should be quieted in the name of Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the title to the following described real estate located in Lake County, Indiana, to wit:

MAIL TAX BILLS TO:
940 CHESWICK DR
GURNEE IL 60031

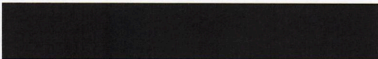
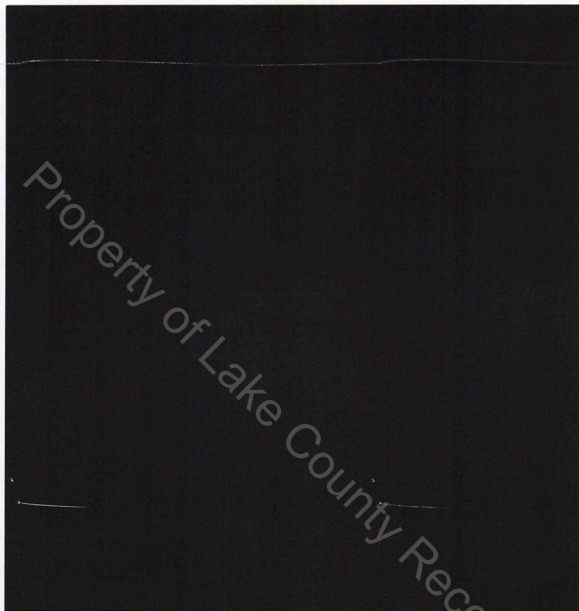
FILED

JAN 24 2024

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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PARCEL B:

LOTS 3 TO 8, BOTH INCLUSIVE IN BLOCK 3, NEW BRUNSWICK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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Commonly known as 4815 W. 5th Avenue, Gary, IN 46406

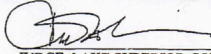
Parcel No. 45-07-01-431-005.000-004

be and the same is hereby quieted in favor of Plaintiff and against the Defendant, Nasar Management Group, its shareholders, successor, and/or assigns.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Quitclaim Deed recorded May 16, 2022, as Document No. 2022-015638 is hereby set aside due to the fact that said deed was not signed by the Plaintiff hereby and further that the notary did not comply with I.C. 33-42-0.5-2 & 3 and I.C. 33-42-9-12.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Auditor of Lake County should remove the above-referenced transfer and place the property back into the name of Imperial KR, Inc.

ALL OF WHICH IS ORDERED THIS _____ DAY OF January 16, 2024, 20____.



JUDGE, LAKE SUPERIOR COURT

Property of Lake County Recorder

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EXHIBIT B

MAP OF REAL ESTATE


Property of Lake County Recorder

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The ELAM Group

LEGEND

- MW  Monitoring Well
- - - Real Estate

Notes:

Reference point locations are given in Latitude and Longitude coordinates based on information provided "as is/without warranty" by Lake County, Indiana and the Sidwell Company at <https://lakeinassessor.mygisonline.com>

The property boundary was adopted from a retracement survey conducted by Bledsoe Riggert Guerretaz and certified 1/13/2011.

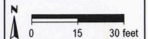
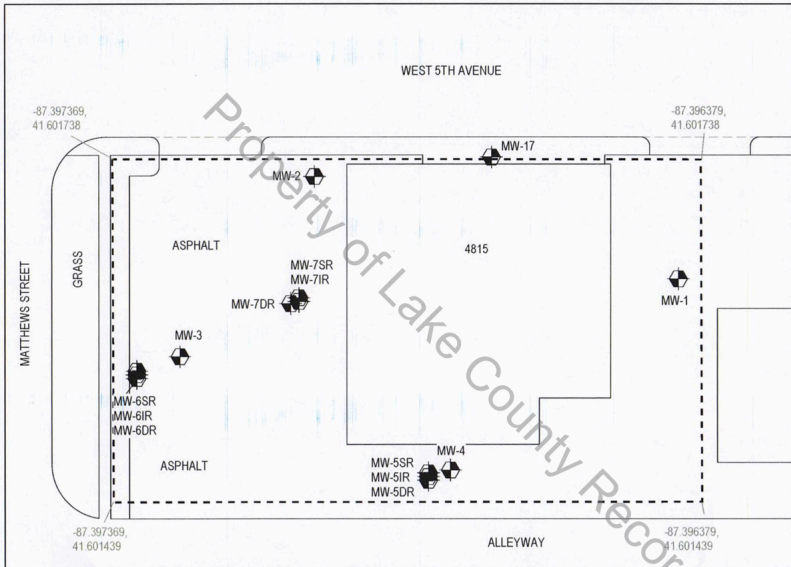


Exhibit B

Title: Site Plan
Scale: 1 in. = 30 ft.
Project No: INLG4815F
Report: ERC
d/b: The ELAM Group
Date: 6/26/2024



DISCLAIMER: Information on this map is being provided to depict environmental conditions of the REAL Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environment conditions on the Real Estate. The property boundaries shown on this map do not represent a legal survey and are not intended to replace the legal description described in Exhibit A. This map does not represent a legal document. It is intended to serve as an aid in graphic representation only.