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STATE OF MISSOURI
LAKE COUNTY
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RECORDER
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Aug 01 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

This document was prepared by: Summers Compton Wells, Nicholas M. Burkemper, 8909 Ladue Rd, St. Louis MO 63124
Upon recording this document should be returned to: DG Partners, LLC, 5530 Salt River Rd, St. Peters, MO 63376

Space above this line reserved for use of the Recorder of Deeds

23-39197

Title of Document: Restrictive Covenant Agreement

Date of Document: July 17, 2024

Grantor: Paulco, LLC
68 SHORE DR.
PORTAGE, IN 46369

Grantee: DG Partners LLC
5530 Salt River Road
St. Peters, Missouri 63376

Legal Description: See attached Exhibit A.
See attached Exhibit B.

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RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (this "Agreement") is made and entered into this 07th day of July, 2024, by and between Paulco, LLC, an Indiana limited liability company, with an address of 411 3401 W. 27th Harbor Ln (the "Grantor"), and DG Partners LLC, a Missouri limited liability company, with an address of 5530 Salt River Road, St. Peters, Missouri 63376 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property and improvements more particularly described on Exhibit A attached hereto and incorporated herein (the "Grantor Property"); and

WHEREAS, Grantee is the owner of real property and improvements more particularly described on Exhibit B attached hereto and incorporated herein (the "Grantee Property"); and

WHEREAS, Grantor and Grantee have agreed to execute an instrument containing certain restrictive covenants with regard to the Grantor Property and the Grantee Property and to cause the same to be recorded in the Office of the Recorder of Deeds of Lake County, Indiana, as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby declare, establish and grant the following restrictive covenants.

1. Restrictive Covenant. From and after the date hereof no portion of the Grantor Property shall be leased, rented, occupied, or allowed to be leased, rented or occupied, for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

2. Use Restrictions. No part of the Grantor Property or the Grantee Property shall be leased, rented, occupied, or allowed to be leased, rented or occupied for the use or operation of any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive of obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the Grantor Property or the Grantee Property, respectively, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, high intensity livestock farming, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are

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adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

3. Enforcement. In the event of a violation or breach of this Agreement by either party or by any occupant or tenant of the Grantor Property or the Grantee Property, the non-violating owner or any occupant or tenant of the non-violating owner's property (referred to herein as the "Non-Violating Owner"), in addition to all other remedies set forth herein or available to such Non-Violating Owner at law or in equity, shall have the right to proceed at law or in equity to compel compliance with the terms of this Agreement, and to prevent the violation or breach of any of the restrictions contained herein.

4. Binding Effect. This Agreement and the restrictions, obligations and rights, benefits and burdens set forth herein, shall run with the land and be binding upon and inure to the benefit of all successors, heirs and assigns in title to the Grantor Property and the Grantee Property, as applicable, described herein. Each subsequent purchaser, successor or assign of the Grantor Property or any part thereof or the Grantee Property or any part thereof, acknowledges the rights, obligations, and restrictions under this Agreement and agrees by taking title to any portion of the Grantor Property or Grantee Property, as applicable, to be bound by the terms and conditions of this Agreement.

5. Severability. Each provision of this Agreement is severable and, if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

6. Modifications. This Agreement (including the provisions of this Section) may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it or an affiliate of Dollar General Corporation or its successors-in-interest is leasing the Grantee Property, which writing is acknowledged by all such owners, and Dollar General Corporation, if applicable, and recorded in the office of the Recorder of Deeds for Lake County, Indiana.

7. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Indiana. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. Time is of the essence in this Agreement.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this General Warranty Deed, unless required by law.

Restrictive Covenant Agreement
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Grantor:

Paulco, LLC, an Indiana limited liability company

By: [Signature]

Name: Tim Cleland

Title: Pres.

STATE OF Indiana)
COUNTY OF Porter)

SS

I, Lolita L. Ransom, a Notary Public, do hereby certify that on the 17th day of July, 2024, personally appeared before me Tim Cleland, who, being first duly sworn to me, declared that he is the President of Paulco, LLC, an Indiana limited liability company, and that he signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 01/04/2031




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IN WITNESS WHEREOF, Grantee has executed this Agreement on the date first above written.

Grantee:

DG Partners LLC, a Missouri limited liability company


By: Cissell-Mueller Construction, Inc.,
Manager

By: 
Robert D. Cissell, Vice President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

I, RYAN L. BUODE, a Notary Public, do hereby certify that on the 17 day of July, 2024, personally appeared before me Robert D. Cissell, who, being first duly sworn to me, declared that he is the Vice President of Cissell-Mueller Construction, Inc., which is the Manager of DG Partners LLC, a Missouri limited liability company, and that he signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.


Notary Public - RYAN L. BUODE

My Commission Expires:



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EXHIBIT A

GRANTOR PROPERTY

LOTS 1 THROUGH 9, BOTH INCLUSIVE IN BLOCK 10, F.D. BARNES' GARY ADDITION TO HOBART, AS SHOWN IN PLAT BOOK 10, PAGE 27, IN LAKE COUNTY, INDIANA.

LOTS 10 THROUGH 39, BOTH INCLUSIVE TOGETHER WITH THE EAST HALF OF SHERMAN STREET ADJOINING LOTS 17 THROUGH 24, BOTH INCLUSIVE, ON THE WEST, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY ADJOINING LOTS 10 THROUGH 24, BOTH INCLUSIVE ON THE EAST, AND TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING LOT 25 THROUGH 39, BOTH INCLUSIVE ON THE WEST, IN BLOCK 8 AND LOTS 25 THROUGH 32 BOTH INCLUSIVE, TOGETHER WITH THE WEST HALF OF VACATED SHERMAN STREET ADJOINING SAID LOTS ON THE EAST IN BLOCK 10, F.D. BARNES' SECOND GARY ADDITION TO HOBART, IN THE CITY OF HOBART, AS SHOWN IN PLAT BOOK 13, PAGE 2, IN LAKE COUNTY, INDIANA.

County of Lake County Recorder

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EXHIBIT B

GRANTEE PROPERTY

Lot 1 in Dollar General #30671, an Addition to the City of Hobart, Lake County, Indiana, as per plat thereof, recorded in Plat Book 118, Page 6, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder